



**R I C B L**

**REQUEST FOR PROPOSAL(RFP)**

**for**

**Consulting Service for Developing Liability Insurance Product for RICBL**

**Tender Reference Number: RICB/CO/GAD-STORE (01)2023/13899 dated:07/09/2023**

**Last date/time for submission of tender: 22-09-2023. 11.30 AM**

**Date and time for the opening of tender: 22-09-2023. 2.30 PM**

**Disclaimer:** The information provided in response to this Request for Proposal (RFP) will become the property of the RICBL and will not be returned. The RICBL 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 RICBL 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.9,000.00 /- (Ngultrum Nine Thousand Only) towards Bid Security in Envelope – ‘A’ Earnest Money Deposit (EMD)
3. Eligible, Technical, and Financial Bids prepared in accordance with the RFP document.
4. Envelope ‘A’ Eligibility Criteria Response.
5. Envelope ‘B’ Technical Response
6. Envelope ‘C’ Financial 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 Financial 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.



## LIST OF ACRONYMS

RICBL -Royal Insurance Corporation of Bhutan Limited  
RFP - Request for Proposal  
TOR - Terms of Reference  
CV - Curriculum Vitae  
CQ - Consultant Qualifications  
LOI - Letter of Invitation  
QCBS- Quality and Cost-Based Selection

## DEFINITIONS:

- a) **Consultant:** An individual or a legal entity entering into a Contract to provide the required Consulting Services.
- b) **Consulting Services:** Expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including:
- i) *Designing liability insurance product*
  - ii) *Pricing of liability insurance product*
  - iii) *Drafting of policy wording for the liability insurance product*
  - iv) *Claim settlement documents and procedures.*
- c) **In Writing:** Communicated in written form (e.g. by mail, electronic mail, fax, telex) with proof of receipt.
- d) **Proposal:** The Technical Proposal and the Financial Proposal.
- e) **RFP:** The Request for Proposal prepared by the Procuring Agency for the selection of Consultants
- f) **Terms of Reference (TOR):** The document included in the RFP which defines the objectives, goals, scope of work, activities, tasks, and responsibilities of the Procuring Agency and the Consultant's required outputs/results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants' preparation of their proposal.



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## 1. Notice Inviting Open Tender

The Royal Insurance Corporation of Bhutan Limited (hereafter referred to as RICBL) invites proposals to engage a consultant for developing Liability Insurance product. The expected timeline of the consultancy work is 90 (Ninety) days from the date of award of the work.

Interested Bhutanese and international consultant(s) with representative present in Bhutan must provide information indicating that they are qualified to perform the services (brochures, description of similar assignments, experience in similar conditions, availability of appropriate skilled manpower etc.)

The selection process of the consultant/consultancy firm shall be in accordance with the procedures set out in this document. Interested consultant(s) may obtain further information at the address given below during office hours.

The Consultant will be selected under Quality and Cost-Based Selection (QCBS) and procedures described in this RFP, in accordance with the existing Procurement Rules and Regulations of the RICBL. It is not permissible to transfer this invitation to any other firm.

The procedural requirement for responding to this tender announcement are provided in this RFP document, which includes the following:

### Section 1 – BID Schedule and Address

| Sl.No. | Description  | Detailed Information  |
|--------|--|---|
| 1      | Name of Project  | “Consulting Service for Developing Liability Insurance Product for RICBL”   |
| 2      | Last date and time of receiving Pre-bid clarifications in writing  | Pre-bid query shall be only through email before closure of deadline for submission of bid)   |
| 2      | Tender Reference Number  |   |
| 6      | Address Bid submission   | The Chairperson,<br>Tender Committee,<br>Royal insurance Corporation of Bhutan Limited,<br>P.O. Box-315,<br>Norzin Lam, Thimphu: Bhutan |
| 7      | Last date and time for Bid Submission  | 22-09-2023, 11.30 AM  |
| 8      | a) Date and Time of Opening Envelope A & B i.e., Eligibility criteria & Technical Response<br><br>b) Date and time of opening Envelope C i.e., Financial Bid | a) 22-09-2023, 2.30 PM, RICBL, Boardroom<br><br>b) Will be intimated later to the eligible technically qualified Bidders.               |



|    |   |   |
|----|---|---|
| 9  | Place for Eligibility, Technical & Financial Bid Opening. | RICBL, Board Room   |
| 10 | Name and Address for communication                        | Kinga Thinley-GM<br>kinga_thinley@ricb.bt<br>Sonam Darjay -Head, GID Claims<br>(sonam_darjay@ricb.bt)       |
| 11 | Bid Related Queries                                       | Sonam Wangchuk-Procurement<br>(sonam_wangchuk1@ricb.bt)<br>Sonam Dekar- GM, GAD/HRD<br>Sonam_dekar1@ricb.bt |
| 12 | Bid Cost  | Nu. 1000.00   |
| 13 | Bid Security  | Nu. 9,000.00  |

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time & address for Financial 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 (RICBL) was incorporated on 7<sup>th</sup> January 1975 under the Charter of His Majesty the Fourth Druk Gyalpo Jigme Singye Wangchuk, primarily to meet the Insurance needs of its citizens as well as to actively participate in the economic development of the nation.

The Civil Liability Act is also known as the law of negligence and is designed to compensate the injured parties. The Act seeks to prevent instances of negligent deaths and injuries while ensuring fair compensation for losses and damages incurred by individuals and public property due to civil wrongdoings. However, if the causes are from natural problem, it is not liable to pay compensation. Evidence and checks and balances are required to validate the incidents.

As per the Act, the maximum amount of compensation to a claimant in respect of the death of a person will be fifteen years minimum wage and funeral expenses for forty-nine days for seven people and reasonable medical expenses of the victim in relation to the injury that resulted in the death. The maximum amount of compensation for non-economic loss will be ten years minimum wage. Currently, we do not offer the insurance for the Civil Liability products.

Therefore, organization approved to carry out the developing of Liability Insurance products through hiring of consultancy firm.





## **2.2. Objectives of the study and scope of work**

The scope of the consultancy shall be to develop Liability Insurance products for RICBL.

## **2.3. The main objective of this consultancy service is to develop “Liability Insurance” product identified in the section ‘Scope of work’ hereunder.**

## **2.4. Scope of work**

The consultant shall carry out the following:

- i) Designing liability insurance product*
- ii) Pricing of liability insurance product*
- iii) Drafting of policy wording for the liability insurance product*
- iv) Claim settlement documents and procedures*

## **2.5. Standard of Service**

The service provided by the consultant shall be performed with promptness and diligence at a level of proficiency to be expected of a consultant with the background and experience that consultant has represented it.

Consultant shall be provided with materials, data and information by the RICBL as may be required by the consultant to carry out the assignment

## **2.6. Deliverables:**

The deliver must be delivered within the timeline and the consultant shall deliver the report containing the following:

- i) Product design documents.
- ii) Pricing of products.
- iii) Policy terms and conditions (Policy wordings)
- iv) Claim settlement documents and procedures.

## **2.7. Schedules**

The consultant shall complete the assignment and submit deliverables to RICBL within three months (3) from the date of award the work order.

## **2.8. Fees and payment terms**

The total fees will be Nu. .... and shall be paid after completion of the assignment. The fees shall be inclusive of taxes and the other expenses required for the assignment.

## **2.9. Focal person**

The following officials shall act as the focal person from the RICBL:



| <b>Name</b>       | <b>Designation</b>  | <b>e-mail</b>         |
|-------------------|---|-----------------------|
| Mr. Kinga Thinley | General Manager, General Insurance Dept., Corporate Office, Thimphu       | kinga_thinley@ricb.bt |
| Mr. Sonam Darjay  | Manager, Claims, General Insurance Dept., Corporate Office, Thimphu       | sonam_darjay@ricb.bt  |
| Ms. Sangay Choden | Manager, Underwriting, General Insurance Dept., Corporate Office, Thimphu | sangay_choden@ricb.bt |

## **2.10. Recommendations & Implementation**

### **2.10.1. Drafting of Report**

The Draft Report shall be circulated to the respective focal person for review and comments. The Draft Report shall be considered a "dry run" for the Final Report with all topics to be covered in the final report addressed, and the Draft Report shall not be prepared until the study is sufficiently advanced.

### **2.10.2. Finalization of Report**

The consultant shall prepare the Final Report for acceptance by the General Insurance Department of RICBL following a thorough review of the Draft Reports and satisfactory resolution of all issues raised during the review period. No significant new information shall be introduced/available between the submission of the Draft Report and the preparation of the Final Report.

Upon completion of the development of the product, the final insurance product produced by the consultant is expected to provide at a minimum, the following:

- i) Product design documents.
- ii) Pricing of products.
- iii) Policy terms and conditions (Policy wordings)
- iv) Claim settlement documents and procedures.

### **2.10.3. Work Plan and Time Schedule**

The work shall be completed within three months (90 days) from the date of the award of work. Upon award of contract, the consultant shall prepare a Work Plan, which shall take the form of a detailed description of the steps to be followed during the study. This plan will indicate the sequencing and staging of tasks, key decision points, the expected completion date for each task, and the interrelationship between the completion of the tasks and the preparation of the project deliverables.



#### 2.10.4. Meetings

Where meetings are planned to review the deliverables, the consultant shall circulate the deliverables at least two days before the scheduled meeting date. It is expected that, throughout the product designing, RICBL will work and interact closely with the consultants to develop and carry out the work, and will otherwise provide informal and formal periodic feedback and all the information that are readily available with RICBL General Insurance Department.

The following are the minimum mandatory meetings to be attended by the consultants:

- Presentation of the Work Plan to the General Insurance Focal Person;
- Presentation of the Draft Report to the Focal Person; and
- Presentation of the Final Report to the Focal Person.

All meetings will be held in the Conference Hall/Board Room of RICBL's Corporate Office at Thimphu, Bhutan. Other meetings may be required at the discretion of respondent and/or the Management Committee to satisfactorily execute this TOR.

#### 2.10.5. Single Point of Contact

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

### Section 3 – Eligibility Criteria

#### 3.1. 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 RICBL 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:

#### 3.2. Eligibility Criteria

| Sl. No. | Eligibility Criteria   | Response Document        |
|---------|--|--------------------------|
| 1       | The bidder should be a valid and registered Company under the Companies Act or any relevant agency for the last three (3) years. | Registration Certificate |



|   |  |  |
|---|--|--|
| 2 | The Consultant firm should be a profit (profit after tax) making company in the last financial year (or Calendar year or the Bidder's financial year 2022).  | This must be supported by audited financial statements (Reports) |
| 3 | The Consultant should provide satisfactory performance certificates from two customers where the bidder has provided similar consultancy services.   | Customer reference letters<br>1. 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 3-4 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 Consultant is required to mandatorily submit eligibility documents mentioned in Envelope 'A' Eligibility Criteria Response for assessment and non-compliance will result in non-responsiveness.

## **Section 4 – Instruction to Bidders**

### **A. The Bidding Document**

#### **4.1. 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) RICBL 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 RICBL.

#### **4.2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and RICBL 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.

**4.3. Content of Bidding Document**

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

**4.4. Clarifications of Bidding Documents**

A prospective firm requiring any clarification of the Bidding Documents may notify RICBL in writing at RICBL’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 RICBL’s website. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by RICBL by issuing an Addendum, which will be hosted on RICBL’s website.

**4.5. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, RICBL, 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 RICBL’s website. The Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been considered by the Bidder in its Bid.

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

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

**4.6. 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**

### **4.7. Bid Price**

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

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

The Bidder shall submit Earnest Money Deposit/ Bid Security of BTN. 9,000.00 (Ngultrum Nine Thousand only) in the form of a Demand Draft / Pay order from a scheduled bank in Bhutan other than RICBL 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.

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

### **4.9. 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.

### **4.10. 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 Consultant withdraws his bid / proposal before furnishing Performance Guarantee.
- d) The Consultant violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) If a Consultant 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 RICBL. However, RICBL 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, RICBL at its discretion may cancel the Order placed with the selected bidder without giving any notice.

#### **4.11. Period of Validity of Bids**

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

#### **4.12. Extension of Period of Validity**

In exceptional circumstances, prior to expiry of the bid validity period, RICBL 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.

#### **4.14. 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**



#### 4.15. 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 "Consulting Service for Developing Liability Insurance Product for RICBL"**. The outer Envelope shall not contain the name of firm and shall mark as "CONFIDENTIAL". The inner and outer envelopes shall

- a) be addressed to RICBL 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, RICBL will assume no responsibility for the Bid's misplacement or premature opening.

#### 4.16. 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.1000.00 (i.e. Ngultrum / Rupees one thousand only inclusive of Taxes and levies)
- b) Bid Earnest Money in the form of Demand Draft / Pay Order

OR

Bid Earnest Money in the form of Bank Guarantee

- c) Bid Offer form (without price)
- d) Bidder Information
- e) Eligibility Criteria Response Sheet
- f) Declaration of Acceptance of Terms and Conditions –
- g) Declaration of Acceptance of the Scope of Work –
- h) Power of Attorney or Board Resolution for Signing of Bid –
- i) Letter of Undertaking –
- j) Pre-Qualification Bid Letter –
- k) Declaration Regarding Clean Track by Bidder –
- 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- T
- b) Bidders Experience – Annexure T1
- c) Client details for Reference– Annexure T2
- d) 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 **'Financial Bid'** and inside this envelope, there should be original and duplicate envelop marked as original and duplicate and super scribed as **'Financial Bid'** original and Duplicate.

- a) Financial Offer Form
- b) Financial Proposal and Financial proposal.

(The financial proposal should be inclusive of all taxes and levies wherever applicable)

#### **4.17. 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.

#### **4.18. Bid Currency**

All prices shall be expressed in Bhutanese Ngultrum'

#### **4.19. Bid Language**

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

#### **4.20. 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.

#### **4.21. Deadline for Submission**

The last date of submission of bids is given in Section1, unless amended by RICBL through public announcement and through its website.



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

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

#### **4.23. Late Bid**

Bids received after the scheduled time will not be accepted by RICBL under any circumstances.

RICBL will not be responsible for any delay due to postal service or any other means.

#### **7.24. 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.

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

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

RICBL 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. RICBL also has the right to re-issue the Tender without the Consultants' having the right to object to such re-issue.

#### **4.26. 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 5 – Bid Opening**

#### **5.1. 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.



### **5.2. Stage 1 - Opening of Envelopes A & B**

RICBL 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 RICBL 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 RICBL.

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 RICBL, 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 financial evaluation.

### **5.3. 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 Financial 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 RICBL.

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 RICBL, the Bids shall be opened at the appointed time and place on next working day.

## **Section 6 – Bid Evaluation**

### **6.1. Preliminary Examination of Bids**

The evaluation process would consider whether the bidder has requisite prior experience and expertise to address RICBL's requirements and objectives. RICBL 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 Annexures would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.

RICBL 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 RICBL 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 RICBL, if any, will be reviewed.

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

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

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

## **6.2. Evaluation of Technical Bids**

The evaluation committee appointed by the Tender Committee shall evaluate the Technical Proposal based on their responsiveness to the Terms of Reference and RFP, applying the evaluation criteria, sub-criteria and on the subjective assessment of each of the element of the bidder's responses. Each responsive proposal will be attributed a technical score.

- i) Consultant's experience in Insurance, designing insurance product with experience in developing Liability Insurance products;
- ii) Evaluation of Proposed Staff along with their qualifications and relevant experiences;
- iii) Description of the developing Liability Insurance products, Scope of Work, Methodology and Work Plan for Performing the Assignment.
- iv) Deliverables (Standards, Procedures and Reports, etc.);
- v) Company Profile
- vi) Awards/Certification/Client References/Partnership/Alliances; and

To assist in the examination, evaluation and comparison of bids RICBL 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 RICBL, if any, will be reviewed.

Presentations on the skills, services provided etc., from the short-listed Bidders. Such presentations will become part of the technical evaluation.

RICBL may interact with the Customer references submitted by bidder, if required.

### **THE POINTS ASSIGNED TO EVALUATE THE TECHNICAL PROPOSAL**

| Sl. No. | Criteria  | Weightage |
|---------|---|-----------|
| 1       | Proposal on Scope of Work (requirements) as specified in the RFP (Methodlogy-10, Time/Schedule-10)  | 20        |
| 2       | Number of relevant contract assignment completed by the firm. (4 points shall be allotted for each completed assignment)  | 20        |
| 3       | Assignment relevant experience of key personnel assigned. (5 points shall be allotted for each completed assignment)  | 20        |
| 4       | Experienced and skilled professionals having relevant qualification/certifications with experience in designing insurance and relevant products.<br>Resource's qualification (Master) and experiences (2 -3 years) – 10<br>Number of professionals (5) -10<br>Summary Document and copy of individual certificates.<br><br>Please mention the no. of professionals and their certifications in summary. | 20        |
| 5       | Number of years of the key personnel in the firm. (2 points for every year of experience)   | 10        |
| 6       | Customer references submitted by bidder- 1-10 references-(10)   | 10        |
| Total   |   | 100       |

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

#### **6.3. Evaluation of Financial Bids**

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

The calculation for Financial will be as follows:

**Financial Score** = (Lowest Quoted Price (F<sub>L</sub>)/ Bidder Quoted Price (F<sub>B</sub>)) X 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 RICBL may in its absolute discretion engage in discussion or negotiation with H1 bidder. The decision of the RICBL shall be final and binding on all the Bidders to this document. The RICBL reserves the right to accept or reject an offer without assigning any reason whatsoever.

#### **6.7. OVERALL SCORE:**

Proposals will be ranked according to their combined technical [60%] and financial [40%] scores using the following formula:

$$E = \left[\left(\frac{F1}{F}\right) * 30\right] + \left[\left(\frac{T}{Th}\right) * 70\right]$$

Where,

E = total score for the vendor response (combining technical and financial bids)

F = financial bid quoted by a particular vendor

F1 = lowest of all evaluated bid prices among the responsive Consultants T = technical score awarded to a particular vendor

Th = technical score of a vendor who scored highest among the responsive Consultants.

**6.8.** 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 RICBL, 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 Financial Bid, the amount obtained on totaling the line items in the Financial Bid will govern.

### **Section 7 – General Terms and Conditions**

#### **7.1. Definitions**

“Contract” means the Contract Agreement entered into between RICBL 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.

## **7.2. Notification of Award**

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

Upon the successful Bidder accepting award letter, submitting performance Guarantee, and signing the contract, RICBL will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

## **7.3. Performance Bank Guarantee**

Prior to signing of the contract, the successful bidder shall be required to furnish Performance Security of 10% of the contract amount within fifteen (15) working days after the notice of the award as per attached format.

The performance security shall be in the form of a demand draft/Bank Guarantee/Cash Warrant issued by a Financial Institution of Bhutan (other than RICBL) in favour of the Royal Insurance Corporation of Bhutan Limited and payable at banks located in Thimphu.

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.

## **7.4. 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.

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

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



## 8. TimeLine and Schedule:

### PROPOSED PROJECT SCHEDULE (From the day of work award to 90 days)

Consultants are required to provide a work plan (and state possible delivery date barring all unforeseen circumstances) to be adopted. Sample Project Schedule with approximate time required.

|  | WEEK |  |  |  |  |
|--|------|--|--|--|--|
| Phase  |      |  |  |  |  |
| 1. Organizational assessment and report        |      |  |  |  |  |
| 2. Work Plan                                   |      |  |  |  |  |
| 3. Identify goals and strategies               |      |  |  |  |  |
| 4. Develop action plans and resource needs     |      |  |  |  |  |
| 5. Draft, review & approve Strategic Documents |      |  |  |  |  |

The RICBL 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 90 days from the date of signing of the contract.

## 9. 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 and 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.

### 9.1 Payment Schedule

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

- i) Ten Percent [10%] of the Contract Amount shall be paid upon signing the Contract and upon submission of the Bank Guarantee for the same.
- ii) Twenty Percent [20%] of the Contract amount shall become payable on the submission of the Inception Report.
- iii) Twenty Percent [20%] of the Contract Amount shall become payable on the submission of the Draft Final Report.
- iv) Twenty percent (20%) of the contract Amount shall be paid only after 80% of the assignment is completed.
- v) Thirty Percent [30%] of the Contract Amount shall become payable on the submission and acceptance of the Final Report.

Performance security deposit shall be refunded (10%) only upon complete submission of assignment to the GM, GID/Management Committee or may cancel the performance security deposit/ bank guarantee if consultant fails to complete the assignment within time frame

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





### **9.3. 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.

### **10. Intellectual Property Rights:**

All rights, title and interest of RICBL in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of RICBL and the bidder shall not be entitled to use the same without the express prior written consent of RICBL. 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.

### **11. Facilities Provided by RICBL:**

RICBL 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, penalty as deemed fit shall be imposed and recovered from the pending bills of the bidder.

### **12. No Damage to RICBL Property**

Bidder shall ensure that there is no loss or damage to the property of RICBL 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 RICBL shall be recovered from the Bidder.

### **13. Indemnity**

The Bidder shall indemnify, protect and save RICBL and hold RICBL 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 RICBL 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 RICBL for malfunctioning of the equipment or software or deliverables at all points of time, provided however, RICBL 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 RICBL (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 RICBL arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save RICBL 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 RICBL from whatsoever source, provided RICBL notifies the Bidder in writing as soon as practicable when RICBL becomes aware of the claim however,



- a) the Bidder has sole control of the defense and all related settlement negotiations.
- b) RICBL provides the Bidder with the assistance, information, and authority reasonably necessary to perform the above and
- c) RICBL does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where RICBL 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 RICBL arising out of claims made by its customers and/or regulatory authorities.

#### **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 RICBL arising out of claims made by its customers and/or regulatory authorities.

#### **15. Liquidated Damages**

In case the services are not completed within the mentioned benchmarked period or any extended period (in writing) by RICBL 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.

#### **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 RICBL 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) RICBL 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.

### 17. Force Majeure

Notwithstanding the provisions of the RFP, the successful bidder or RICBL 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 RICBL 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 RICBL in writing of such condition and cause thereof. Unless otherwise directed by RICBL in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

### 18. Work Order cancellation

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

### 19. Termination of Contract

- a. **For Convenience:** RICBL 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:** RICBL 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 RICBL.

- c. **For Non-Performance:** RICBL 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 RICBL.

## 20. Resolution of Disputes

All disputes or differences between RICBL 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.

## 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.

## 22. RESERVATION OF RIGHTS

The Procuring Agency reserves the right to:

- i) Accept or reject any Bid, in part or in full, and to annul the bidding process and reject all Bids at any time prior to Contract award.
- ii) Accept the bid(s) that is/are in the best interest of the Procuring Agency.
- iii) Accept other than the lowest quoted price.
- iv) Cancel the project at any time prior to the signing of the contract without assigning any reasons thereof. The Procuring Agency has no obligation to explain to unsuccessful Consultants the reasons for not proceeding with the contract

## 23. Addresses for Notice/s

Following shall be address of RICBL and Bidder.

RICBL 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. RICBL: RFP: ..... dated ..... for "Request for Proposal (RFP) for "Consulting Service for Developing Liability Insurance Product for RICBL"**

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.....00 (Ngultrum / Rupees one hundred fifty thousand only).

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:



**2. Annexure A2 - Bidder's Letter for EMD / (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. RICBL: ..... dated ..... for "Request for Proposal (RFP) "Consulting Service for Developing Liability Insurance Product for RICBL"**

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.....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)]*



### 3. Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

#### OFFER LETTER

Date:

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

Dear Sir,

**Subject: RFP No. RICBL: \_\_\_\_\_ dated \_\_\_\_\_ for "Request for Proposal (RFP) for "Consulting Service for Developing Liability Insurance Product for RICBL"**

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the financial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

| Addendum No. / Corrigendum No. | Dated |
|--------------------------------|-------|
|                                |       |
|                                |       |

While submitting this bid, we certify that:

1. Prices have been quoted in BTN.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for RICBL.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your work order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that RICBL reserves the right to cancel the work order and **work order cancellation clause as per terms and condition** would be applicable. We understand that for delays not attributable to us





or on account of uncontrollable circumstances, penalties will not be levied and that the decision of RICBL will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by RICBL for submission of bid, and our offer shall remain binding upon us and may be accepted by RICBL 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, RICBL 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 RICBL 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. ...(Nu..... 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 Consultant  |           |           |           |
| 2   | Address of the Consultant   |           |           |           |
| 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:   |           |           |           |
| 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**

| <b>Sl. No.</b> | <b>Eligibility Criteria</b>  | <b>Response Document</b>   |
|----------------|--|--|
| 1              | The bidder should be a valid and registered Company under the Companies Act or any relevant agency for the last three (3) years.   | Registration Certificate   |
| 2              | The Consultant firm 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 Consultant should provide satisfactory performance certificates from three(3) customers where the bidder has provided such/similar consultancy last 3 Years.   | Customer reference letters<br>1.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 3-4 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  |



## 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. RICBL:..... dated ..... for “Request for Proposal (RFP) for “Consulting Service for Developing Liability Insurance Product for RICBL”**

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 RICBL, including signing and submission of all the documents and providing information/responses to RICBL 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 “Consulting Service for Developing Liability Insurance Product for RICBL”**

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 “Consulting Service for Developing Liability Insurance Product for RICBL”**

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 \_\_\_\_\_/- (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:





**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. RICBL: \_\_\_\_\_ dated \_\_\_\_\_ for "Request for Proposal (RFP) for "Consulting Service for Developing Liability Insurance Product for RICBL"**

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. | Criteria  | Weightage |
|---------|---|-----------|
| 1       | Proposal on Scope of Work (requirements) as specified in the RFP (Methodology-10, Time/Schedule-10)   | 20        |
| 2       | Number of relevant contract assignment completed by the firm. (4 points shall be allotted for each completed assignment)                    | 20        |
| 3       | Assignment relevant experience of key personnel assigned. (5 points shall be allotted for each completed assignment)                        | 20        |
| 4       | Qualification of key personnel relevant to the assignment. (2 points for a Bachelor, 4 points for a master's degree and 5 points for a PhD) | 20        |
| 5       | Number of years of the key personnel in the firm. (2 points for every year of experience)   | 10        |
| 7       | Customer references submitted by consultancy- 1-10 references-(10)  | 10        |
| Total   |   | 100       |

***Bidders scoring equal to or more than 70% will qualify for Financial 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/Consultancy. 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 designing of Insurance Liability products or similar products.]

| Sl.No. | Particulars                               | Details |
|--------|---|---------|
| 1.     | Name of the Project                       |         |
| 2.     | Approximate cost of contract/Project cost |         |



|    |                              |  |
|----|------------------------------|--|
| 3. | Institute /Company           |  |
| 4. | Duration of Project (months) |  |

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

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

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

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

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

## 2. Annexure T2 - Client Details

Provide details the client details wherever available:

| Sl. No. | Name of Institution | Contact Person Name and Designation | Contact Details with e-mail | Preferable time to contact |
|---------|---------------------|-------------------------------------|-----------------------------|----------------------------|
|         |                     |                                     |                             |                            |
|         |                     |                                     |                             |                            |

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

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

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

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



**Section 11 - To be put in Envelope 'C'**

**1. Annexure C1 - Financial Offer Form**

**(Bidder's Letter Head)**

(To be included in Financial Bid Envelope only)

To

Date:

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

Dear Sir,

**Re: RFP No. RICBL: .....dated .....for "Request for Proposal (RFP) for "Consulting Service for Developing Liability Insurance Product for RICBL"**

Having examined the Bidding Documents placed along with the above referred RFP, we, the undersigned, offer to provide the required services in conformity with the said Bidding documents for the sum of BTN.....(Ngultrum..... inclusive of all taxes and levies) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by RICBL up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is signed with the selected bidder, this Bid shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid/proposal you may receive.

Dated this..... Day of.....2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



**2. Annexure C2 - Financial Format**

| <b>Item</b>                      | <b>Costs (Mention Currency BTN)</b> |
|----------------------------------|-------------------------------------|
| Total Cost of Financial Proposal |                                     |
|                                  |                                     |
|                                  |                                     |
| <b>Total</b>                     |                                     |

Include detail Financial proposal where you may include Financial break down.

(Signature)

(Name)

(In the capacity of)

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



**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 (**RICBL**), 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 RICBL 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 RICBL

This Contract Agreement for "**Consulting Service for Developing Liability Insurance Product for RICBL**" 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 "Consulting Service for Developing Liability Insurance Product for RICBL" the contract work");
2. The Consultant has agreed to execute the contract work for a sum of BTN .....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. Financial 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 (.....) 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 financial 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.....

