



**R I C B**

**REQUEST FOR PROPOSAL(RFP)**

**For**

**“Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin)”**

**Tender Reference Number: RICB/CO/GAD-STORE(01)/2024/10716**

**Last date/time for submission of tender : 13/08/2024, 11.30 AM**

**Date and time for the opening of tender : 13/08/2024, 2.30 PM**

**27<sup>th</sup> of June 2024**

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



### **CHECKLIST**

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

1. Demand Draft / Pay Order of Nu.1000.00 (One Thousand Only) inclusive of taxes, in Envelope – 'A' towards the cost of RFP.
2. Demand Draft / Banker's Cheque / Bank Guarantee of Nu. 50,000/- (Ngultrum: Fifty 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 and Technical Response
5. Envelope 'B' Financial Bid.
6. Copy of this RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – 'A'.
7. 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.
8. All relevant certifications to be enclosed to support claims made in the Bid must be in relevant Envelopes.
9. Prices to be quoted in Bhutanese Ngultrum.



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## **ABBREVIATIONS AND ACRONYMS**

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

BG – Bank Guarantee

EMD – Earnest Money Deposit

IPO – Intellectual Property Owner

IPR – Intellectual Property Rights

RICB – Royal Insurance Corporation of Bhutan Limited

OEM – Original Equipment Manufacturer

RFP – Request for Proposal in Context

PBG – Proforma Bank Guarantee

BRD- Business requirements document

SoW- Scope of Work

NDA- Non-disclosure agreement

BoM- Bill of Materials





### Section 1 – BID Schedule and Address

Sl.No.	Description	Detailed Information
1	Name of Project	Request for Proposal of <b>“Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin)”</b> .
2	Tender Reference Number	RICB/CO/GAD-STORE (01)2024/10716
3	Date of release of Bidding Document	27/07/0224
4	Last date and time of receiving vendor Pre-bid clarifications in writing	09/08/204
6	Address Bid submission	The Chairperson, Tender Committee, Royal insurance Corporation of Bhutan Limited, P.O. Box-315, Norzin Lam, Thimphu: Bhutan
7	Last date and time for Bid Submission	13/08/2024, 11.30 AM
8	a) Date and Time of Opening Envelope A i.e., Eligibility criteria & Technical Response  b) Date and time of opening Envelope B i.e., Financial Bid	a) 13/08/2024, 2.30 PM, Board Room  b) Will be intimated later to the eligible technically qualified Bidders.
9	Place for Eligibility, Technical & Financial Bid Opening.	
10	Name and Address for communication	Ugyen Dorji (ugyen_dorji@ricb.bt) Karma Dorji (karma_dorji@ricb.bt)
11	Bid Related Queries	Sonam Wangchuk (sonam_wangchuk1@ricb.bt)
12	Bid Cost	Nu. 1000.00
13	Bid Security	Nu. 50,000.00

**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 (Non-Refundable) payable at Thimphu, Bhutan.



## **Section 2 - Introduction**

### **2.1. Background**

The Royal Insurance Corporation of Bhutan Limited (RICB), established on 7th January 1975 under the Charter of His Majesty the Fourth Druk Gyalpo, aims to meet the insurance needs of citizens and participate in national economic development. RICB has grown significantly, aligning with the nation's goals of economic growth, self-reliance, and Gross National Happiness. It offers multiple credit products, insurance services and social security services

The project aims to replace the current VoIP system with one that provides advanced features like call forwarding, voicemail to email, and conferencing, essential for modern business operations. Implementing a robust and scalable VoIP solution will restore communication infrastructure, improve efficiency, and reduce operational costs, supporting long-term business goals.

### **2.2. Objective of this RFP**

The objective of this Request for Proposal (RFP) is to solicit proposals from qualified Bhutanese vendors for the Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) at RICB. The aim is to enhance our network and communication infrastructure by implementing a robust and efficient enterprise system that supports our organizational needs. This project will ensure seamless integration with existing systems like network equipment, improved call management, and enhanced network and communication capabilities for our employees and clients.

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

### **3.1. Scope:**

1. All items listed in the tender document will be evaluated under one package.
2. The vendor shall complete the Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX.
3. The vendor shall provide the Warranty Support and Services for 3 Years.
4. The vendor shall complete the integration of Enterprise Communication Manager with PRI Line, existing RICBL Mitel IP Phone.
5. The vendor shall submit a Project Completion Report. (Network Design Diagram of all the sites)

### **3.2. Single Point of Contact**

The selected bidder shall appoint a single point of contact (SPOC) with whom RICB will deal regarding the project. Nominating a single point of contact during a project is crucial for ensuring streamlined communication and effective project management.





A SPOC simplifies communication channels, ensuring that all stakeholders receive consistent and accurate information. This role enhances accountability, as the SPOC is responsible for coordinating tasks, addressing issues promptly, and maintaining regular progress reports. Additionally, having a SPOC improves coordination between teams, fosters better stakeholder relationships, and aids in risk management by identifying and mitigating potential problems early. Overall, a SPOC contributes to smoother project execution and higher chances of successful completion.

## **Section 4 – Eligibility Criteria**

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

### **4.1. Eligibility Criteria**

1. Valid Trade License and Tax Clearance Certificate.
2. JV (Joint Venture) bidder – NA (Not Acceptable)
3. Bidder must have capability to work on existing RICBL network structure.
4. The bidders should submit OEM MAF for the quoted products failing which the bid would get cancelled. MAF will verify with respective OEM.
5. The project team shall meet the following requirements:
  - a. One National Network Engineer

Minimum Qualification- Engineer Bsc (Hons) Computer Science / BE Electronics and Communications with minimum of 10 years of working experience in Installations, Configuration, Testing and commission of Network, IPPBX and IP-VPN.

Valid Cisco Certified Network Professional Enterprise.CV with work experience for the proposed engineer should be submitted.

- b. Two National Network Administrators/Engineers.  
Minimum qualification- Diploma in IT/Electrical/ Electronic with Minimum of 5 years work experience in the implementation or operation and management of enterprise networks.

CV with work experience for the proposed engineers should be submitted.

6. The bidders shall submit product brochures/catalogues of all the proposed equipment.



7. The bidder shall submit the BoM of the proposed product.
8. Warranty & Support:
  - a. Three (03) years software and support including comprehensive warranty with Replacement/repair.
  - b. Customer should be able to directly open TAC cases by Phone, Email, Ticket etc. with OEM and OEM direct resources access should be provided

## **Section 5 – Instruction to Bidders**

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

#### **5.1. RFP**

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

#### **5.2. Cost of Bidding**

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

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

#### **5.3. Content of Bidding Document**

The Bid shall be in one envelope containing two (2) separate envelopes, i.e. Envelopes A and B.

The contents of the Envelopes are given in clause 5.14.





#### 5.4. Clarifications of Bidding Documents

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

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

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

Replies to all the clarifications and modifications received through mail and email will be posted on RICB's website. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by RICB by issuing an Addendum, which will be hosted on RICB's website.

#### 5.5. Amendment of Bidding Documents

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

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

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

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

#### 5.6. Due Diligence

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

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



## **B. Preparation of Bid**

### **5.7. Bid Price**

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

The Taxes should be shown separately in the Price Schedule.

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

The Bidder shall submit Earnest Money Deposit (EMD) Nu. 50,000.00 in the form of a Demand Draft / Bank Guarantee/Pay order from a scheduled bank in Bhutan other than RICB in favor of "Royal Insurance Corporation of Bhutan Limited" valid for 180 days issued by a scheduled bank.

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

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

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

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

The EMD made by the Bidder will be forfeited if:

- a) The Bidder withdraws his Bid before opening of the bids.
- b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
- c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f) Failure to accept the order by the Selected Bidder within 15 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of RICB. However, RICB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- g) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such an instance, RICB at its





discretion may cancel the Order placed with the selected bidder without giving any notice.

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

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

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

In exceptional circumstances, prior to expiry of the bid validity period, RICB may request the Bidder's consent to an extension of the validity period. The request and response shall be made in writing. The extension of validity period by the Bidder should be unconditional and irrevocable. The EMD / Bank Guarantee provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

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

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

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

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

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

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

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

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

#### **5.15. 2-Envelope Bidding process**

The Bid shall be prepared in two (2) different envelopes, Envelope A and Envelope B.

Each of the two (2) Envelopes shall then be sealed and put into an outer envelope marked as



***'Request for Proposal of Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin).'***

The envelope shall be addressed as follows:

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

**5.16.Contents of the two (2) Envelopes.**

**Envelope 'A'** should be super scribed as **'Eligibility Criteria'** cum **'Technical Criteria'**. The following documents should be inserted inside Envelope A.

- a) Cost of Bid document Nu.1000(Ngultrum one thousand only inclusive of Taxes and levies) in the form of Demand Draft/Pay order/cash deposit in favor of "Royal Insurance Corporation of Bhutan Limited" f
- b) Bid Earnest Money in the form of Demand Draft / Pay Order – Annexure A1.

OR

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

- c) Bid Offer form (without price) – Annexure B.
- d) Bidder's Information – Annexure C
- e) Declaration of Acceptance of Terms and Conditions – Annexure E
- f) Declaration of Acceptance of the Scope of Work – Annexure F
- g) Power of Attorney or Board Resolution for Signing of Bid – Annexure G
- h) Letter of Undertaking – Annexure H
- i) Pre-Qualification Bid Letter – Annexure I
- j) Declaration Regarding Clean Track by Bidder – Annexure J

**'Technical Bid':**

The following documents should be duly place in an envelope **'A'**

- a) Technical Evaluation- Annexure T
- b) 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 'B'** should be super scribed as **'Financial Bid'** and should content following.

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





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

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

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

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

All prices shall be expressed in Bhutanese Ngultrum.

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

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

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

The Bid is liable to be rejected if:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

The Bid Evaluation will be carried out in 2 stages:

*Stage 1* – Envelopes A 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 B will be evaluated for those Bidders who qualify the Eligibility Criteria and Technical Criteria in Stage 1.

### **Section 6 – Bid Opening**

#### **6.1. Opening of Bids**

Bids will be opened in 2 stages:

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

#### **6.2. Stage 1 - Opening of Envelopes A**

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

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

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

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





### **6.3. Stage 2 - Opening of Envelope B**

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 RICB.

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

## **Section 7 – Bid Evaluation**

### **7.1. Preliminary Examination of Bids**

The evaluation process will consider if the bidder has the necessary prior experience and expertise to meet RICB's requirements. RICB will examine the bids for completeness, required information, proper signatures, and general order.

Eligibility and compliance with all forms and annexures will be the next level of evaluation. Only bids meeting the Eligibility Criteria will proceed to technical evaluation. RICB may waive minor informalities, non-conformities, or irregularities that do not materially deviate from requirements, provided it does not affect the relative ranking of any bidder.

To aid in examination, evaluation, and comparison of bids, RICB may request written clarifications from bidders, without allowing changes in price or substance of the bid.

Responses to clarifications will be reviewed. If a bid is not substantially responsive, RICB will reject it, and it cannot be made responsive later by the bidder correcting the nonconformity. RICB's determination of responsiveness will be based on the bid content.

The technical and financial evaluations will have weightages of 70% and 30% respectively, and this will determine the successful bidder.

### **Evaluation of Technical Bids**

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

- a) Compliance to Scope of Work (requirements) as specified in the RFP.
- b) To assist in the examination, evaluation and comparison of bids RICB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.



- c) Written replies submitted in response to the clarifications sought by RICB, if any, will be reviewed.
- d) The bidder should have experienced skilled professionals having relevant qualification/certifications to carry out this project at RICB. Comparison of Skilled resources will be done based on the no. of resources with desired certifications.

The technical evaluation matrix is given below.

Sl.No.	Technical Evaluation	Expected Response from Bidder	Marks
1	IPPBX Architecture Design	Project IPPBX architecture design	20
2	Detailed Project Plan and Timeline	Provide detailed project execution and timeline in a structured approach to ensure the project is completed efficiently, on time.	20
3	Minimal Disruption to Operations	Implement upgrades during scheduled maintenance windows to minimize disruption.	20
4	<p>Technical Expertise and experience:</p> <p><b>1. One National Network Engineer</b></p> <p>Minimum Qualification- Engineer Bsc (Hons) Computer Science / BE Electronics and Communications with minimum of 10 years of working experience in Installations, Configuration, Testing and commission of Network, IPPBX and IP-VPN. Valid Cisco Certified Network Professional Enterprise. CV with work experience for the proposed engineer should be submitted.</p> <p><b>2. Two National Network Administrators/Engineers</b></p> <p>Minimum qualification- Diploma in IT/Electrical/ Electronic with Minimum of 5 years work experience</p>	<p>1. National Network Engineer - 20(marks)</p> <p>2. National Network Administrators - 10(marks)</p>	30





	in the implementation or operation and management of enterprise networks. CV with work experience for the proposed engineers should be submitted.		
5	a) The bidders shall submit product brochures/catalogues of the proposed equipment.  b) The bidder shall submit the BoM of the proposed product.	Duly signed and sealed brochures/catalogues and Bom of the proposed equipment.	5
6	Post-Implementation Support and Training Programs for IT Staff	Hands-on training and support plans to RICB IT staff.	5
	<b>Total Technical Score (TS)</b>		<b>100</b>

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

## **7.2. Evaluation of Financial Bids**

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

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

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



- c) Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the Financial Bid, the amount obtained on totaling the line items in the Financial Bid will govern.

## **Section 8 – Terms and Conditions**

### **8.1. Definitions**

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

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

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

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

“Bidders” means bidder selected through this RFP process.

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

### **8.2. Notification of Award or Purchase Order**

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

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

### **8.3. Performance Guarantee**

Performance Bank Guarantee shall be equal to 10 % of the contract value valid for the contract period of the PO/warranty period. PG shall be renewal upon required by client. Successful Bidder will submit Performance Bank Guarantee as per RICB format attached vide Annexure-K hereto, within 15 days of receipt of the Notification of Award or Purchase Order. Upon the receipt of Performance Bank Guarantee, RICB will discharge EMD of the Successful Bidder. The Performance Security deposit may be forfeited in case any terms and conditions of the contract are fringed or bidder fails to make complete supply satisfactory or complete work within the completion period agreed in contract without prejudice to the purchaser's right to take further remedial actions in





terms of the contract and bidding documents which formed part of the contract. The vendor shall furnish PG for until warranty period.

#### **8.4. Taxes and Duties**

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

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

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

#### **8.5. TimeLine and Schedule:**

This timeline provides a structured approach to ensure the project is completed efficiently, on time, and within budget.

<b>Sl. No.</b>	<b>Activity</b>	<b>Date/timeline</b>
1	Equipment Procurement	45 days from the issuance of the work order.
4	Configuration, Implementation, and commissioning	22 days from the date of delivery of the equipment
5	Project closure	3 days after the successful completion of project
6	User Training	5 days

*The RICB will do all that is feasible within foreseeable limits to ensure strict adherence to this timeline. The assignment is expected to be completed within a period of 75 days from the issuance of the work order.*

#### **8.6. Payment Terms**

Payment shall be made as given below.

- No advance payment will be made
- Payment shall be made as per the payment schedule 8.7.
- Consolidated amount will be quoted in BTN; No separate taxes or expenses will be paid.

Tax will be deducted at source as per the prevailing rules of revenue law(RRCO).



### 8.7. Payment Schedule

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

Sl. No.	Payment amount (%)	Activities
1	10%	After Submission of Performance Guarantee
2	40%	After delivery of equipment and evaluation of equipment.
3	50%	Design, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents.

**Note:**

1. The TDS deduction will be done in accordance with prevailing rules.
2. 10% performance security must be renewed every year and submit to RICB for Warranty and support service for 3 year.
3. After successful completion of project RICB will not deduct the retention money.

### 8.8. Price

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

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

The term of this Contract shall be for a period from the date of issuance of the work order and acceptance of the same by RICB. RICB reserves the right to extend the contract subsequently. RICB has also right to place repeat order to the Bidder for any of the services mentioned in the RFP.

### 8.10. Intellectual Property Rights:

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

### 8.12. No Damage to RICB Property

Bidder shall ensure that there is no loss or damage to the property of RICB while executing the Contract. In case, it is found that there is any such loss/damage





due to direct negligence/nonperformance of duty by any personnel of the Bidder, the amount of loss/damage so fixed by RICB shall be recovered from the Bidder.

### **8.13. Indemnity**

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

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

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

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

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

- a) Non-compliance of the Bidder with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the Bidder, its employees, sub-contractor, and agents.





- d) Breach of any terms of Agreement, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

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

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

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

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

The selected Bidder will be liable for all the deliverables.

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

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

#### **8.15. Liquidated Damages**

In case the services are not completed within the mentioned benchmarked period or any extended period (in writing) by RICB then the penalty would be imposed at the rate of 0.1% of the total cost for every day of delay.





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

#### **8.16. Fraudulent and Corrupt Practice**

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

#### **8.17. Force Majeure**

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

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

#### **8.18. Work Order cancellation**

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

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

**In case of work order cancellation**, any payments made by RICB to the Bidder would necessarily have to be returned to RICB with interest @15% per annum from the date of each such payment. Further, the Bidder would also be required to compensate RICB for any direct loss incurred by RICB due to the cancellation of



the contract and any additional expenditure to be incurred by RICB to appoint any other Bidder. This is after repaying the original amount paid.

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

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

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

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

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

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

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

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

Following shall be address of RICB and Bidder. RICB address for notice purpose:

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





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

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

To

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

**Subject: RFP No. RICB: RFP: .....dated ..... For**

***"Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin)."***

We have enclosed an EMD in the form of a Demand Draft No.\_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Nu..... (Ngultrum ..... only). This EMD is as required by clauses 5.8 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:



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

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

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

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

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

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

**Subject: RFP No. RICB: ..... dated ..... for  
"Supply, Installations, Configuration, Testing, commission, Users Training and  
Handing Taking of Documents of IPPBX (Enterprise Communication Manager  
with PRI Lin)."**

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 Nu.50,000.00(Ngultrum 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)]*



*RICB Confidential*



### 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. RICB:**..... dated.....for  
**"Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin)."**

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 RICB.

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 RICB 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 RICB will be final and binding on us.

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

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

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

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of "Royal Insurance Corporation of Bhutan Limited" or Bank Guarantee valid for \_\_\_\_ days for an amount of Nu:..... (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 Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd)	
4	Details of Incorporation of the Company.	Date:
		Ref#
8	Taxpayer Number (TPN)	
9	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10	Telephone No/Mobile no.	
11	E-Mail of the contact person:	
13	Website	

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

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

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

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



RICB Confidential

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

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

Sir,

Subject: RFP No. RICB:.....dated ..... for  
***“Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin).”***

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:





## 7. Annexure F – Declaration for Acceptance of Scope of Work

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

Sir,

**Re: Subject: RFP No.....dated.....for  
"Supply, Installations, Configuration, Testing, commission, Users Training and  
Handing Taking of Documents of IPPBX (Enterprise Communication Manager  
with PRI Lin)."**

I have carefully gone through the Scope of Work 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:

RICB Confidential



## 8. Annexure G – Power of Attorney

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

(Signature of the principal)

(Name)

Designation

Address

Accepted

(Signature of the attorney)

Name

Designation

Date:

Business Address:

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## 9. Annexure H - Letter of Undertaking

*(On Bidder's Letter Head)*

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) of "Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin)".**

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.

Further, we confirm that our firm..... has the capacity to Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) as outlined in the specifications provided by the RICB in annexure J1. Our Firm has thoroughly reviewed the requirements and specifications, and we are confident in our ability to meet the standards required by the RICB within the specified time frame.

We confirm that the equipment will be delivered within and complete successfully outlined above [-----] from the date of issuance of work order. Our team is committed to adhering to this schedule to ensure timely delivery of the equipment and completion. We also offer agree to offer 3 years warranty support to address any issues that may arise as required by RICB in annexure J1.

We appreciate the opportunity to work with the Royal Insurance Corporation of Bhutan and are committed to providing the best possible service and equipment

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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**  
***“Supply, Installations, Configuration, Testing, commission, Users Training and***  
***Handing Taking of Documents of IPPBX (Enterprise Communication Manager***  
***with PRI Lin).”***

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\_\_\_\_\_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.....dated.....for  
"Supply, Installations, Configuration, Testing, commission, Users Training and  
Handing Taking of Documents of IPPBX (Enterprise Communication Manager  
with PRI Lin)."**

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

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

(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:

RICB Confidential



## 12. Annexure T – Technical Evaluation

Sl.No.	Technical Evaluation	Expected Response from Bidder	Marks
1	IPPBX Architecture Design	Project IPPBX architecture design	20
2	Detailed Project Plan and Timeline	Provide detailed project execution and timeline in a structured approach to ensure the project is completed efficiently, on time.	20
3	Minimal Disruption to Operations	Implement upgrades during scheduled maintenance windows to minimize disruption.	20
4	<p>Technical Expertise and experience:</p> <p><b>3. One National Network Engineer</b></p> <p>Minimum Qualification- Engineer Bsc (Hons) Computer Science / BE Electronics and Communications with minimum of 10 years of working experience in Installations, Configuration, Testing and commission of Network, IPPBX and IP-VPN. Valid Cisco Certified Network Professional Enterprise. CV with work experience for the proposed engineer should be submitted.</p> <p><b>4. Two National Network Administrators/Engineers</b></p> <p>Minimum qualification- Diploma in IT/Electrical/ Electronic with Minimum of 5 years work experience in the implementation or operation and management of enterprise networks. CV with work experience for the proposed engineers should be submitted.</p>	<p>3. National Network Engineer -- 20(marks)</p> <p>4. National Network Administrators - 10(marks)</p>	30





5	a) The bidders shall submit product brochures/catalogues of the proposed equipment.  b) The bidder shall submit the BoM of the proposed product.	Duly signed and sealed brochures/catalogues and Bom of the proposed equipment.	5
6	Post-Implementation Support and Training Programs for IT Staff	Hands-on training and support plans to RICB IT staff.	5
	<b>Total Technical Score (TS)</b>		<b>100</b>

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



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

**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. RICB:\_\_\_\_\_ dated \_\_\_\_\_**  
**for**

**“Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin).”**

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 RICB 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.....2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of





### 3. Annexure C2 - Financial Format

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

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

Sl. No.	Description of equipment	Qty (Set)	Unit Rate (BTN)	Total Rate (BTN)
1	<p>Supply of IP PBX Server with Media gateways, with ultimate expandability of 500 analog/IP ports, as per the RFP, comprising of following components:</p> <p>a. SIP based IP PBX System equipped with 300 SIP Extensions, expandable upto 500 SIP extensions as per specifications</p> <p>b. 2 ISDN PRI Lines via media gateways with Gateway Hosted Survivability for 24 port IP phones each of same make</p> <p>c. 32 party audio Conference bridge with Audio Recording of bridge, expandable up-to 48 parties in future without adding any server/hardware as per features and specifications</p> <p>d. 16 party Video Conference bridge with Audio Recording of Bridge. Expandable up-to 24 parties without adding any server/hardware as per specifications</p> <p>e. 32 Party Voice logger, expandable upto 48 Party without adding any server/hardware as per specifications</p> <p>f. 4 Port IVR blaster, expandable upto 80 ports without adding any server/hardware as per specifications</p>	01 set		



	<p>g. Centralized Maintenance software.</p> <p>h. Full featured Unified communication for all users (Direct integration with Outlook Express, Voice Mail to Email and Fax to Email, Click to Call via Control Y API's)</p> <p>i. The IPPBX system should have a redundant architecture of Power Supply. The redundancy of power should be on the IPPBX itself and not on the outer supply unit.</p> <p>j. All features and Applications as per specifications,</p> <p>k. Warranty Support Services One Year</p>			
2	Supply, Design, installation, Configuration, Testing, commission, handing Taking Documents, and users training One Time Charges.	LS		
	<b>Total BTN</b>			
3	AMC per year after completion of Warranty Support Services One Year	%		
	<b>Total BTN</b>			
	<b>Grand Total Nu</b>			

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Date:





## Annexure J1 – Technical Requirement Specification

(to be included in envelope A)

### Technical Specifications and Compliance:

The proposed solution by the bidder should fully comply with the features and specifications provided by the purchaser/client. Partial or noncompliance to the specification provided by the client shall be considered non-responsive. Technical Specifications should be 100% Compliance, otherwise bid will be rejected.

#### IPPBX Server

Description of Item	Items	Technical Specification and Standards	Bidders Compatibility (100%)
IPPBX Server	IPPBX SERVER	IPPBX Server for 300 SIP Extensions, expandable up to 500 SIP Extensions The requirement is for 1U size server based IPPBX system equipped with 02 ISDN PRI lines and 300 SIP Extensions	
	STANDARDS	The proposed equipment's and accessories including Power equipment's covered in these specifications shall conform to CCITT recommendations. The equipment offered shall be of proven design & performance.	
	SYSTEM DESIGN CRITERIA	The IP PBX should be server & media Gateway architecture based and not TDM card based and should be as per requirement.	
		The Gateways and Main Server should be of same make and should work on Open SIP Standards and	



should not work on vendor lock in protocols.	
Operating Platform of PBX should not work on free downloadable software's or software loaded on a PC/Server.	
IP based Communication Server should be TEC approved and full-featured IP based communications system providing a rich feature set of the system, with pure Voice over IP (VoIP) communications, across corporate Local and Wide Area Networks (LAN and WAN).	
The system should be full featured, modular and expandable up to 500 IP Extensions in future without adding any hardware.	
System should support traditional circuit switching as well as VoIP functionalities directly or via media gateways of same make.	
Support feature transparency over networked PBXs over E1/PRI/SIP Trunk.	
Multiple networking options supporting PSTN (analog and digital) and TIE trunk (analog, digital and IP) in-skin or via external gateways of same make.	
Universal IP port gatekeeper control	





		signaling for both Station and Trunk.	
		Support wide range of terminals including analog phone (using Media Gateways of same make), IP phone (SIP Voice & Video both) and soft phone (SIP only).	
		The proposed system shall facilitate user-friendly computer telephony integration (CTI).	
		System should support listen in/ whisper in and Barge -in for all extensions if required in future.	
		Basic telephony functions should be provided in one system without additional servers such as publisher, TFTP server and other adjunct servers.	
		System should be capable of upgrading to ACD functionalities if required in future and no external server or hardware should be required for ACD functionalities.	
		The IP Phones must be designed to provide a converged infrastructure at the desktop, with a 10/100BASE-TX connection to the LAN and built-in hub for a PC connection to the telephone itself.	
		System should be offering features with enhanced user interface. On the WAN side, the system must	

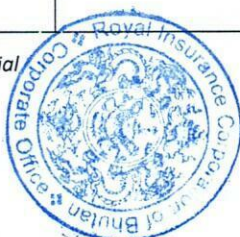


		provide peer-to-peer connections over IP networks with the voice compression.	
		Besides, the system must provide legacy line / trunk interfaces (built-in or through media gateway of same make) to support the existing Time Division Multiplexing (TDM) based infrastructure, such as analog telephones and analog networks if available.	
		Both peer-to-peer connections and TDM-based connections should be controlled by the CPU board. The CPU should incorporate a built-in Device Registration Server (DRS) and a single interface point of IP connection to IP telephone.	
		For Enhanced security IP PBX should be able to encrypt the IP calls end to end with AES-128 bit or SRTP. There should be available for all IP endpoints.	
		The SIP Server/IPPBX should have internal memory for Voice mail, IVR, Voice Logger & incoming Faxes.	





		<p>The system should be readily equipped with 32 Party audio conferencing via in-skin Conference Bridge with simultaneous multiple groups in any combination of external and internal parties with Meet-me Conference bridge as well as Dial Out Conference Bridge with conference scheduler, e-mail notification, password authentication, Conference call recording / voice logging of all conference calls. The audio conferencing should support CLI as well as DNI based authentication for access into the Audio Conference bridge. The audio conference bridge should be of same make and should be upgradable from 32 Party to 48 Party Audio Conference Bridge whenever required without adding any external hardware to the existing system.</p>	
		<p>The system should be readily equipped with 16 Party Video conference bridge of same make via in-skin Video Conference Bridge using H.264 with simultaneous multiple groups in any combination of external and internal parties with Meet-me Video Conference bridge as well as Dial Out Video Conference bridge Facility with conference scheduler, e-mail notification, password authentication, audio recording of voice</p>	



calls / voice logging of all Video conference calls with Auto Switching – Broadcast the loudest Speaker and also have Manual Switching-Previous & Next. The Video Conference Bridge should be software based of same make and should be upgradable from 16 Party Video Conference Bridge to 24 Party Video Conference Bridge whenever required without adding any hardware / server to the existing system.

The IPPBX system should have in-built centralized monitoring software to check the functioning of the system.

The IPPBX should be readily equipped with inbuilt UC features with Inbuilt Fax Server and features like Auto attendant, Voice Mail (on all trunk circuits and for all user extns), IVR, Voice mail to email, fax to email, Integration with MS outlook with MS Outlook connector, Click to Dial (Control Y API's). The auto attendant should work simultaneously on all trunk channels/lines with an IVR node flow designer with VXML capability. It should be possible to upgrade the UC capabilities to chat & presence without adding any hardware / card or





		Server / PC to the existing system.	
		The IPPBX system from day one should be equipped with an inskin 04 Port IVR blaster for simultaneous calls to dial and play a pre-recorded wave file / voice prompt and options to select and call back with call recordings & complete voice logs. The IVR blaster should be of same make as of IPPBX system and expandable up to 80 ports without adding any hardware to the existing system.	
		The IPPBX system should be readily equipped with an inskin 32 Ports Voice logger system with Dynamic Voice recording. The Voice logger should be of same make and should be upgraded to 48 Ports without adding any hardware / server to the existing system.	
		The IPPBX system should have a redundant architecture for Power Supply. The redundancy of power should be on the IPPBX itself and not on the outer third-party power supply unit. The two	



	E1/PRI Gateways to be equipped with Gateway Hosted Survivability for 24 port IP phones each.	
<b>HARDWARE SPECIFICATIONS</b>	Pure IP System with SIP Protocol.	
	The PBX should be 1U size support pure IP switching (peer-to-peer connections). The pure IP switching is provided for communications between IP.	
	On the other hand, the TDM switching is provided for communications between legacy stations/trunks. Connection between IP network and legacy network is made via VoIP board on the CPU board, which converts packet-based voice data to TDM-based voice data, and vice versa.	
	Powerful CPU Board with Built-in Functionalities.	
	The CPU board of the system should be like a heart of pure IP connections and TDM-based connections. It must integrate with the DTMF receivers, Caller ID receivers, Caller ID senders, MF senders / receivers, In-Mail and VoIPDB	
	The IPPBX should be a compact system and should easily get fitted in 19" U rack. The IPPBX should support	





		media gateways of same make for ISDN PRI lines connectivity	
	<b>INTERFACING COMPATABILITY</b>	The exchange must support following trunk interfaces / protocols using media gateways of same make.	
		ISDN PRI (30B + D) and BRI (2B +D)	
		CO Trunks	
		SIP trunks.	
	<b>EPABX SYSTEM FEATURES &amp; FACILITIES REQUIRED</b>	Account Code – Forced/Verified/Unverified	
		Account Code Entry	
		Alarm	
		Alarm Reports	
		Alphanumeric Display	
		Analog Communications Interface (ACI)	
		Ancillary Device Connection	
		Answer Hold	
		Answer Key	
		Attendant Call Queuing	
		Automatic Call Distribution (ACD)	
		Automatic Release	
		Automatic Route Selection	
		Background Music	
		Barge-In	



Battery Backup – System Memory	
Battery Backup – System Power	
Call Duration Timer	
Call Forwarding – Park and Page	
Call Forwarding	
Call Forwarding, Off-Premise	
Call Forwarding/Do Not Disturb Override	
Call Monitoring	
Call Redirect	
Call Waiting/Camp-On	
Callback	
Caller ID	
Central Office Calls, Answering	
Class of Service	
Clock/Calendar Display	
Code Restriction	
Code Restriction Over ride	
Code Restriction, Dial Block	
Conference	
Conference, Remote	
Conference, Voice Call/Privacy Release	
Continued Dialing	
Data Line Security	





	Delayed Ringing	
	Department Calling	
	Department Step Calling	
	Dial Pad Confirmation Tone	
	Dial Tone Detection	
	Dialing Number Preview	
	Digital Trunk Clocking	
	Direct Inward Dialing (DID)	
	Direct Inward Line (DIL)	
	Direct Inward System Access (DISA)	
	Direct Station Selection (DSS) Console	
	Directed Call Pickup	
	Directory Dialing	
	Distinctive Ringing, Tones and Flash Patterns	
	Do Not Disturb	
	Door Box	
	Drop Key	
	Facsimile CO Branch Connection	
	Flash	
	Flexible System Numbering	
	Flexible Timeouts	
	Forced Trunk Disconnect	
	Group Call Pickup	
	Group Listen	



Handset Mute	
Handsfree and Monitor	
Handsfree Answerback/Forced Intercom Ringing	
Headset Operation	
Hold	
Hot Key-Pad	
Hotline	
Howler Tone Service	
Intercom	
ISDN Compatibility	
Last Number Redial	
LCR-Least Cost Routing	
Line Preference	
Long Conversation Cutoff	
Loop Keys	
Maintenance	
Meet Me Conference	
Message Waiting	
Microphone Cutoff	
Mobile Extension	
Music on Hold	
Name Storing	
Night Service	
Off-Hook Signaling	
One-Touch Calling	
Operator	





		(OPX) Off-Premise Extension	
		Paging, External	
		Paging, Internal	
		Park	
		Power Failure Transfer	
		Prime Line Selection	
		Private Line	
		Programmable Function Keys	
		Redial Function	
		Repeat Redial	
		Ring Groups	
		In-skin Multi level IVR	
		Hot Call (Direct Calling from MS Outlook)	
		Ringdown Extension (Hotline), Internal/External	
		Room Monitor	
		Save Number Dialed	
		Secondary Incoming Extension	
		Secretary Call (Buzzer)	
		Secretary Call Pickup	
		Selectable Display Messaging	
		Selectable Ring Tones	
		Serial Call	
		Single Line Telephones	



Speed Dial System/Group/Station	-
Station Hunt	
Station Message Detail Recording	
Station Name Assignment - User Programmable	
Station Relocation	
Synchronous Ringing	
Tandem Ringing	
Tandem Trunking (Unsupervised Conference)	
Tone Override	
Traffic Reports	
Transfer	
Trunk Group Routing	
Trunk Groups	
Trunk Queuing/Camp-On	
Uniform Call Distribution (UCD)	
Uniform Numbering Network	
UNIVERGE Multimedia Conference Bridge	
User Programming Ability	
Virtual Extensions	
Voice Mail Integration (Analog)	
Voice Mail Message Indication on Line Keys	
Voice Over	





		Voice Response System (VRS)	
		Volume Controls	
		Call waiting services	
		Hot line	
		Music on hold including the music sources	
		Operator (console button) and station (dial access) to radio paging including tone-to-rotary conversion as necessary	
		Trunk answer supervision by battery reversal or metering pulse	
		Intercom blocking	
		Restriction and unrestricting of telephones	
		No Attendant Service	
		E1 Networking conforms Trunk to Trunk Connections	
		Support different voice encoding technique include G.729a, G.711, G.726	
		Support Video codes H.263 & H.264	
		Peer to peer support	
		Backward compatibility for both hardware and software must be supported. Clear migration strategy must be illustrated.	
		Support SIP standard phones.	



Availability of voice messaging system interface.	
Availability of call accounting system interface.	
Availability of interface to other IP applications.	
Support authorization code (at least 10 digits).	
Support accounts codes (at least 10 digits).	
Call Forwarding set by Direct Inward System Access (DISA).	
Support Least Cost Routing	
Support different class of service and ring-down to operator	
Traffic statistics recording should be available.	
Station hunting technique	
Circular	
Pilot	
Secretarial	
Uniform Call Distribution	
Legacy Terminals (Analogue), IP Terminals, IP Soft Phone, GSM /SIP Mobile, Standard IP Terminals.XML Applications on IP Terminals. Messaging Waiting & CLIP on Analogue. Wideband Codecs.	





		Fully Featured IP Telephony Support	
		IP Ports (Stations-Trunks)	
		Media Gateways Architecture (Analog/IP station, ISDN PRI/Analog Trunk interface)	
	<b>Internet</b>	STUN/NAT traversal (RFC 3489)	
		IPSec VPN with DES,	
		3DES amend AES encryption in tunnel mode (RFCs: 2402, 2406, 2409).	
		Manual and automatic IKE key support	
		PPTP VPN	
		L2TP VPN	
	<b>Firewall security via</b>	Intrusion Detection System	
		NAT (Network Address Translation)	
		Policy and service-based filtering	
		DHCP server on the LAN side	
		DHCP client on the WAN side	
		DNS server with forwarding functionality	
		SNTP (Simple Network Time Protocol)	
		Server / client for computer clock synchronization	



PPPoE connection to the ISP with PAP/(MS)CHAP authentication	
IP DIFFSERV for QoS	
Virtual LAN (VLAN/IEEE 802.1Q)	
Mail client to send voice and fax messages as e-mail attachments	
(.wav and .tif) and system notifications	
DNS (DYNDNS) support with third party	
NAT / Router with port forwarding and port translation.	
Multilingual WEB interface accessible from LAN and WAN (HTTP/HTTPS)	
Password control	
Remote diagnostics and software upgrade	
Auto-provisioning	
VoIP Carrier Wizard	
Download / restore configuration	
Legible and editable configuration files	
Auto-configuration of IP phones via TFTP and HTTP	
SNMP Monitoring and Configuration	
Third Party Call Control XML RPC	





		Reset button with factory reset option	
<b>VOICE TERMINAL FEATUERS</b>		Extension to extension dialing	
		Call waiting	
		Call hold	
		Distinctive ringing	
		Upto 32 party Audio conference	
		Call forward on busy	
		Call forward on no answer	
		Call forward all calls	
		Internal and external queuing	
		Automatic Recall	
		Automatic Line Preferences	
		Remote Call Forwarding (External Call Forwarding)	
		Do Not Disturb	
		Busy Override	
		Internal Paging Through Telephone	
		Multiple Appearance/Bridged Station Lines	
		Manual Signaling (Boss/Secretary Button/Buzzer)	
		The SIP phones (both Voice & Video should be of one make only).	
		Boss/Secretary Intercom	



	<b>Warranty Support</b>	&	Trunk Queuing with Callback	
			Station Queuing with Callback	
			Multiple Call Forwarding options	
			"Off Premise" call forwarding	
	<b>Installation &amp; Commissioning</b>		Support display caller ID for both incoming and outgoing call	
			Three (03) years software and support including comprehensive warranty with Replacement/repair.	
			Customer should able to directly open TAC cases by Phone, Email, Ticket etc. with OEM and OEM direct resources access should be provided	
			Installation, testing and commissioning with necessary accessories	

**Note: Technical Specification and Standards compliance must be duly sealed and signed by OEM.**





## Annexure K – Proforma of Bank Guarantee

Date:

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

Performance Bank Guarantee No:

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

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

At the request of the Supplier, We ----- (name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ----- branch presently situated at ----- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Nu.**----- **(in figures) (Ngultrum)**----- **(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.----- 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 RICB 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}**





## Contract

### **For Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin).**

This Contract for the Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) is made and entered into on (effective date), by and 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 .....

AND: M/s.....(**"the Vendor"**), represented by.....(Authorized Representative).....(Designation) having its office.....

**Hereinafter, the Client and the Vendor** shall jointly be referred to as the **"Parties"** and individually as a **"Party"** or Client or Vendor.

### **Entire Contract**

This Contract, together with the following documents, shall constitute the entire, and shall supersede all previous communications or agreements, contracts, 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 contract in writing. The documents include:

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

**Whereas**, the Client would like to purchase/place work order for Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) in accordance with the specification in annexure J1.

**And Whereas**, the Vendor agrees to Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) in accordance with the specification provide in.

**Now, Therefore**, in consideration of the mutual covenants and promises herein contained, the parties here to agree as follows:



## **1. Scope**

1.1 The Vendor agrees to Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) in accordance with the specification outlined under specification.

## **2. Price and Payment Terms**

2.1 The total purchase price for the equipment shall be Nu.....  
(.....), inclusive of all taxes, duties, and shipping costs.

2.2 Payment shall be made as per the payment schedule (8.7)

## **3. Delivery/work**

3.1 The Vendor shall deliver/Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) in accordance with the specification outlined under specification at RICB, CO, Thimphu.

3.2 The Vendor is responsible for the successful Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) in accordance with the specification outlined under specification at RICB, CO, Thimphu.

3.3 The Client shall provide access to the premises and necessary facilities Supply, Installations, Configuration, Testing, commission, Users Training and Handing Taking of Documents of IPPBX (Enterprise Communication Manager with PRI Lin) in accordance with the specification outlined under specification at RICB, CO, Thimphu.

## **4. Inspection and Acceptance**

4.1 The Client shall inspect/verify the equipment upon delivery.

4.2 Any defects or non-conformities found shall be reported to the Vendor.

4.3 The Vendor shall rectify any defects or non-conformities immediately upon notification and expenses shall be borne by the Vendor during this process.

## **5. Warranty and security deposit**

5.1 The Vendor warrant that the equipment shall be free from defects in the material and workmanship for a period of 3 years from the date of installation.

5.2 During the warranty period, the-Vendor shall, at its cost repair or replace any defective equipment and performance security deposit should be 3 years which can be renewal until the warranty period.

## **6. Confidentiality**

6.1 Both parties shall not disclose or use for any other purpose other than the one contained in the terms and conditions herein, any confidential information obtained as a result of entering the Contract. This restriction shall apply during or after the

RICB Confidential





Contract, and may be lifted only in accordance with the law or through mutual consent of the parties in writing.

## **7. Term and Termination**

7.1 This Contract shall commence on the Effective Date and shall remain in force, until successful delivery of items/until warranty period or unless terminated earlier by mutual consent of the parties in writing or by operation of the provision of this Contract. The bidder should supply comply with Timeline and schedule (8.5) the from the **issuance of work order.**

7.2 Either Party may terminate this Contract by providing a written notice, (15) days in advance, to the other party under the following circumstances:

7.2.1 If the Vendor breaches any material terms of this Contract, the Client may terminate this Contract.

7.2.2 If a party fails to satisfy any promise or covenant made herein or in any document scope, the injured party may terminate this Contract.

7.2.3 If a party fails to abide by the terms of this Contract, and doesn't remedy the said breach within a reasonable period after being notified of such breach, the injured party may terminate the Contract.

7.2.4 If the Client is not satisfied with the competency of the Vendor or of the quality of product or services being provided, the Client may terminate the Contract.

7.3 If the Contract is terminated due to circumstances imputable to the Vendor after invoking the liquidated damages in accordance with the RFP, the Consultant shall:

7.3.1 Refund all payments made up to the point, at an interest calculated at 15% per annum

7.3.2 Provide additional compensation and damages claimable under the Contract and the Contract Act of the Kingdom of Bhutan, 2013.

7.4 If one of the parties contravenes the terms and conditions of the Contract and the remedy is unavailable within this Contract, parties may seek recourse under the Contract Act of the Kingdom of Bhutan, 2013.

## **8. Governing Law**

8.1 This Contract shall be governed by and construed in accordance with the laws of Kingdom of Bhutan.

## **9. Dispute Resolution**

9.1 Any disputes arising out of or in connection with this contract shall be resolved through mutual consultation/negotiation.



9.2 In the event that a dispute arising out of or in connection with this contract cannot be resolved through mutual negotiation/mediation, the Royal Court of Justice, Thimphu, Bhutan shall have exclusive jurisdiction to hear, adjudicate and decide the matter.

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

## **10. Miscellaneous**

10.1 During the performance of the contractual obligations under this Contract, the Consultant shall comply with all laws, rules and regulations that may be in effect from time to time.

10.2 Any amendments to this Agreement must be in writing and signed by both parties.

## **11. Liquidity damage**

11.1 The vendor shall strictly follow/comply and complete the project as the TimeLine and Schedule (8.5), and failing to complete the task will result in a penalty charge not less than 0.1% for every day delay of contract value. The total amount of liquidated damages under this engagement shall not exceed 10% of the total value of the contract/PO.

**In Witness Whereof**, the parties hereto have executed this Agreement as of the day and year first above written.

**ON BEHALF OF THE CLIENT**

**ON BEHALF OF THE VENDOR**

**Authorized Signature**

**Authorized Signature**

**Name:**.....

**Name:**.....

**Client's Witness**

**Vendor's Witness**

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Contact No.....

Contact No.....