



**R I C B**

**REQUEST FOR PROPOSAL(RFP)  
For  
Production of a Coffee Table Book**

Tender Reference Number: **RICB/CO/GAD-STORE (01)/2024/.11.8.67..**

Last date/time for submission of tender: **30/08/2024, 11.30 A.M**

Date and time for the opening of tender : **30/08/2024, 2.30 P.M**

**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. Cash/cheque deposit of Nu.1,000.00 (One Thousand Only) inclusive of taxes, in Envelope – 'A' towards the cost of RFP.
2. Demand Draft / Banker's Cheque / Bank Guarantee of Nu. 8,000/- (Ngultrum: Eight 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

RFP – Request for Proposal in Context

PBG – Proforma Bank Guarantee

SoW- Scope of Work

NDA- Non-disclosure agreement

SPOC- Single point of contact



### Section 1 – BID Schedule and Address

Sl.No.	Description	Detailed Information
1	Name of Project	Request for Proposal (RFP) for <b>'Production of a Coffee Table Book'</b> .
2	Tender Reference Number	RICB/CO/GAD-STORE (01)2024/10716
3	Date of release of Bidding Document	16/08/2024
4	Last date and time of receiving Pre-bid clarifications in writing	27/08/2024
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	30/08/2024, 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) 30/08/2024, 2.30 PM.  b) Will be intimated later to the eligible technically qualified Bidders.
9	Place for Eligibility, Technical & Financial Bid Opening.	Boardroom, RICB
10	Name and Address for communication	Tempa Wangdi ( <a href="mailto:tempa_wangdi@ricb.bt">tempa_wangdi@ricb.bt</a> )
11	Bid Related Queries	Sonam Wangchuk ( <a href="mailto:sonam_wangchuk1@ricb.bt">sonam_wangchuk1@ricb.bt</a> )
12	Bid Cost	Nu. 1,000.00
13	Bid Security	Nu. 8,000.00

**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 technically qualified 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. Invitation for the Tender**

The RICB seeks a qualified Bhutanese Consultancy firms to undertake the research, writing, editing, and publication of the Coffee Table Book. The project is to commemorate the RICB's 50 years of service to the nation as it marks its Golden Jubilee in 2025.

### **2.2. Introduction**

This Terms of Reference (ToR) outlines the responsibilities, deliverables, and expectations from the consultant tasked with writing a Coffee Table Book for the Golden Jubilee Celebration of Royal Insurance Corporation of Bhutan Limited (RICB). The Coffee Table Book will commemorate the RICB's 50 years of achievements, milestones, and the impact of its financial products and services on lives of the Bhutanese people, communities, organizations, stakeholders, and on Bhutan's overall socio-economic development. The RICB seeks an experienced consultant to undertake the writing, research, editing, design, layout, and publication of the Coffee Table Book.

### **2.3. Objectives.**

The primary objectives of this contract are:

2.3.1. To conduct thorough research on RICB's historical account, achievement and contribution towards nation building and RICB's role during COVID-19, and outlook of the company.

2.3.2. To create a comprehensive and engaging Coffee Table Book that captures the essence of RICB's history, milestones, achievements, and contributions to the financial well-being of the Bhutanese people and nation-building and future aspirations.

2.3.3. To produce a well-documented, well-written, and structured Coffee Table based on research, storytelling, captivating photography, and professional design and layout.

2.3.4. To ensure the publication meets the highest standards of quality and professionalism.

2.3.5. To ensure the book is visually appealing and well-designed to reflect the significance of the Golden Jubilee.

3.3.6. To deliver a polished, high-quality final product within the agreed budget and timeframe.

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

3.1. The consultant will be responsible for the following tasks:

- 3.1.1. Conduct in-depth research on RICB's history, milestones, key figures, and impact.
- 3.1.2. Gather and curate stories, anecdotes, and testimonials from beneficiaries, employees, stakeholders, and partners.
- 3.1.3. Work with Corporate Strategy and Research Unit to obtain relevant documents, photographs, and other media related materials where required.
- 3.1.4. The deliverables under the Scope of Work shall include the following specifications to ensure quality, professionalism, and standard.
  - I. **Research:** Conduct research and documentation through interviews from employees (Former and incumbent), beneficiaries, organizations/institutions, stakeholders, and shareholders
  - II. **Writing and Editing:** Write engaging and informative content for the book, including historical accounts, profiles, and reflections. Edit and refine text to ensure clarity, coherence, and alignment with the organization's voice and messaging.
  - III. **Editing and Review:** Edit and refine the content to ensure clarity, coherence, and conciseness. Incorporate feedback from the company and other stakeholders. Conduct final proofreading.
  - IV. **Design and Layout:** Develop a visually appealing layout and design that complements the content and occasion. Oversee the integration of text, images, and other elements to create a cohesive and aesthetically pleasing book.

### 3.2. Project Management

- 3.2.1. Develop and adhere to a project timeline, including milestones for drafts, reviews, and final approval.
- 3.2.2. Coordinate with internal teams and external stakeholders to ensure timely delivery and quality assurance.

### 3.3. Deliverables

The following are the required deliverables but not limited.

- 3.3.1. **Project Plan:** A detailed plan outlining the approach, timeline, and milestones.
- 3.3.2. **Draft Content:** Initial drafts of the book's content for review and feedback.
- 3.3.3. **Final Manuscript:** A complete and polished manuscript incorporating all revisions.
- 3.3.4. **Design Layout:** A finalized design layout ready for print.

### 3.2. Single Point of Contact

The selected bidder must appoint a single point of contact (SPOC) for communication with RICB regarding the project. A SPOC is crucial for streamlined communication and effective project management. The SPOC coordinates tasks, addresses issues promptly, and maintains regular progress reports. This role improves team coordination, fosters better stakeholder relationships, and aids in resolving issues by identifying and





mitigating potential problems early. Overall, a SPOC contributes to smoother project execution and increases the chances of success.

## **Section 4 – Eligibility Criteria**

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

### **4.1. Eligibility Criteria**

The consultant should possess the following documents/qualifications/experience.

- 4.1.2. Valid License/Registration Certificate.
- 4.1.3. Tax Clearance Certificate (verified)
- 4.1.4. The consultancy firm shouldn't be blacklisted at any bank/institutions-self declaration of bidders' letter head.
- 4.1.5. JV (Joint Venture) bidder – NA (Not Acceptable)
- 4.1.6. Proven experience in conducting research, writing, editing, publication, and design and layout.
- 4.1.7. Qualified and experience in Graphic Design with strong design, layout, and editing skills.
- 4.1.8. Familiarity with the publication process.
- 4.1.9. Proven experience in writing and editing coffee table books or similar high-profile publications.
- 4.1.10. Strong research and storytelling skills.
- 4.1.11. Ability to work collaboratively with design teams and stakeholders.
- 4.1.12. Excellent project management skills and attention to detail.
- 4.1.13. Ability to work within specified timelines and budgets.

4.1.13. The project team shall require the following key professional for the assignment at least the following with experience.

- 2. BA Media & Communications/Journalism/Postgraduate in Journalism/Media & Communications
- 3. Master in Media and Communications/Journalism

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

## **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.

## 1.2. 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 before the bid submission deadline, RICB may amend the Bidding Documents, either on its own initiative or in response to a Bidder's clarification request. Amendments will be issued as Addenda/corrigenda and posted on RICB's website. These Addenda will be binding on Bidders and assumed to be considered in their Bids.

To give Bidders reasonable time to incorporate the amendments, RICB may extend the bid submission deadline at its discretion. The extended deadline will also be posted on RICB's website. From the date of issue, the Addenda will be considered an integral part of the RFP.



## **5.6. Due Diligence**

The Bid shall be considered submitted after careful study of this RFP document. It should be precise, complete, and in the prescribed format. Failure to provide all information or submitting a non-responsive bid may result in rejection. Grounds for rejection should not be questioned after the final declaration of the successful Bidder.

Bidders are requested to carefully examine the RFP documents and specified terms and conditions. If there is any ambiguity, contradiction, inconsistency, gap, or discrepancy, Bidders should seek clarifications by email

## **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.

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

The Bidder shall submit Earnest Money Deposit (EMD) Nu. 8,000.00 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 60 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 60 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 60 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. Signing of Bid**

The Bid must be sealed and signed by an authorized representative of the Bidder. All pages, except printed instruction manuals and specification sheets, must be sealed and signed/initialed by the signer. The Bid should contain no interlineations, erasures, or overwriting, except for corrections, which must also be sealed and signed/initialed by the signer.

The authority to sign the bid must be demonstrated by a written and stamped Power of Attorney (Annexure H) or a Board Resolution certified by the company's competent authority. A certified true copy of this authority should accompany the Bid.

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

#### **5.14. 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 (RFP) for 'Production of a Coffee Table Book'**.

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.1,000(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) Earnest Money Deposit in the form of Demand Draft.
- c) Bidder's Information – Annexure A
- d) Declaration of Acceptance of Terms and Conditions – Annexure B
- e) Declaration of Acceptance of the Scope of Work – Annexure C
- f) Power of Attorney or Board Resolution for Signing of Bid – Annexure D
- g) Letter of Undertaking – Annexure E
- h) Pre-Qualification Bid Letter – Annexure F
- i) Declaration Regarding Clean Track by Bidder – Annexure G

#### **Technical Bid':**

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

- a) Technical Evaluation- Annexure T1
- 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 F1

#### **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' representatives who choose to attend at the date, time, and address mentioned in Section 1 or as amended by RICB. Representatives must produce identity card and only one representative per Bidder is allowed. If representatives are not present, the Bids will still be opened at the scheduled time at RICB's discretion.

Present representatives must sign the attendance register. If the bid opening date is declared a holiday for RICB, the Bids will be opened at the appointed time and place on the next working day. Only Bids meeting eligibility and technical criteria will qualify for Financial evaluation.

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

Bidders who meet the eligibility and technical criteria will be notified by email of the date, time, and address for opening the Financial Bids. Representatives must produce identity card and only one representative per Bidder is allowed. If representatives are not present, the Bids will still be opened at the scheduled time at RICB's discretion. Present representatives must sign the attendance register. If the bid opening date is declared a holiday for RICB, the Bids will be opened at the appointed time and place on the next working day.

## **Section 7 – Bid Evaluation**

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

The evaluation process will check if bidders have the necessary experience and expertise. RICB will review bids for completeness, required information, signatures, and order.

Eligibility and compliance with forms and annexures will be the next step. Only bids meeting the Eligibility Criteria will proceed to technical evaluation. Minor informalities





may be waived if they don't affect the ranking. RICB may request clarifications without allowing changes in price or substance. Non-responsive bids will be rejected and cannot be corrected later. Technical and financial evaluations will have weightages of 70% and 30%, respectively, to determine the successful bidder

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

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

<b>Technical Criteria</b>		<b>Points</b>	<b>Compliance (Yes/No)</b>
<b>1</b>	<b>Overall Experience of the Consultancy/Firm for the relevant assignment</b>	<b>10</b>	
1.1	0 Years of work experience relevant to assignment	0	
1.2	1 - 2 years	1	
1.3	3 - 5 years	3	
1.4	5 - 7 years	5	
1.5	7 - 9 years	7	
1.6	9 - 10 years	9	
1.7	10 & above	10	
<b>2</b>	<b>Qualification of the key staff for this project having relevant knowledge</b>	<b>20</b>	
2.1	BA in Media & Communication/Journalism	10	
2.2	Postgraduate in Media & Communication/Journalism	15	
2.3	Master's in Media & Communication /Journalism	20	
<b>3</b>	<b>Experience of key staff for this project</b>	<b>30</b>	
3.1	1-2 years	1	
3.2	2-3 years	2	
3.3	3-5 years	3	
3.4	5-7 years	5	
3.5	7-10 years	7	
3.6	10-12 years	10	
3.7	12-15 years	12	
3.8	15-18 years	15	
3.9	18-21 years	18	
4.0	21-25 years	21	
3.8	25 years & above	30	
<b>4</b>	<b>No. of related publication (Coffee Table Book, Annual Reports, and Magazines). Flyers, brochures, and leaflets shall not qualify for Publication.</b>	<b>10</b>	
4.1	1 to 3 works	1	
4.2	3 to 5 works	3	



4.3	5 to 7 works	5	
4.4	7 – 9 works	7	
4.5	9 –10	9	
4.6	10 & above	10	
<b>5</b>	<b>Proposal on Scope of Work (requirements) as specified in the RFP. Detailed project plan addressing each of the tasks outlined above.</b>	<b>30</b>	
5.1	Methodology	10	
5.2	Approach and Framework	15	
5.3	Schedule/Timeline	5	
<b>Total</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:

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

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

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

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- 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.
- 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. Successful Bidder will submit Performance Bank Guarantee a few days after receipt of the Notification of Award or work order. Upon the receipt of Performance Bank Guarantee, RICB will discharge EMD of the Successful Bidder. The Performance Security deposit may be forfeited in case any terms and conditions of the contract are fringed or bidder fails to make complete supply satisfactory or complete work within the completion period agreed in contract without prejudice to the purchaser's right to take further remedial actions in terms of the contract and bidding documents which formed part of the contract.

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

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

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



### 8.5. Timeline and Schedule:

This timeline provides a structured approach to ensure the project is completed efficiently, on time, and within budget. The project completion timeline is 77 days with the following deadlines.

8.5.1. **Project Kick-off:** 16<sup>th</sup> of September 2024.

8.5.2 **First Draft Submission with Design & Layout:** 28<sup>th</sup> of October 2024.

8.5.3. **Feedback and Revisions with Design & Layout:** 12<sup>th</sup> of November 2024.

8.5.4. **Final Manuscript Submission with Design & Layout:** 25<sup>th</sup> of November 2024.

8.5.6. **Final Print:** 2nd of December 2024.

### 8.6. Payment Terms

Payment shall be made as given below.

- a. No advance payment will be made
- b. Payment shall be made as per the payment schedule 8.7.
- c. 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	Milestones	Amount %
1	Deposit of performance Security and signing of the Contract.	10%
2	Initial Draft Submission	10%
3	Final/Revised Draft Submission	10%
4	Final Submission	70%

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

### 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 by the Bidder, its employees, agents, or subcontractors in performing services under this Agreement,
- b) Breach of any terms, representations, warranties, false statements, or inaccurate assurances by the Bidder.
- c) Bonafide use of the deliverables or services provided by the Bidder,
- d) Misappropriation of third-party trade secrets or infringement of patents, trademarks, copyrights, etc,
- e) Claims made by employees or subcontractors deployed by the Bidder.
- 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 from data loss, third-party intellectual property claims, and third-party claims on RICB for malfunctioning equipment or software, provided RICB notifies the Bidder in writing and the Bidder has sole control of the defense and 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 with laws or governmental requirements.
- b) Intellectual property infringement or misappropriation.
- c) Negligence and misconduct by the Bidder, its employees, subcontractors, and agents.
- d) Breach of any terms of the Agreement, representation, or warranty.
- e) Acts of omission or commission in service performance.
- 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 the 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 Consultancy fails to complete the project 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 RFP provisions, neither the successful bidder nor RICB shall be liable for penalties or termination for default if delays or failures in performance are due to Force Majeure. "Force Majeure" refers to events beyond the bidder's control, not involving RICB or the bidder's fault or negligence, and unforeseeable. Such events include, but are not limited to, wars, revolutions, epidemics, and natural disasters.

If a Force Majeure situation arises, the bidder must promptly notify RICB in writing of the condition and its cause. Unless otherwise directed by RICB in writing, the bidder shall continue to perform its contractual obligations 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 A - 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: \_\_\_\_\_



## 2. Annexure B – 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  
***"Production of a Coffee Table Book "***

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:





### 3. Annexure C – 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**  
***"Production of a Coffee Table Book "***

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:



#### 4. Annexure D – 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:





## 5. Annexure E - 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 the Request for Proposal (RFP) for 'Production of a Coffee Table Book'.**

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 perform the task outlined in the RFP. Our Firm has thoroughly reviewed the terms and conditions and we are confident in our ability to meet the standards required by the RICB within the specified time frame.

We confirm that we will complete the project successfully and submit within time frame from the date of issuance of work order. Our team is committed to adhering to this schedule to ensure timely completion.

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

Yours faithfully

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

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



## 6. Annexure F - 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

### **'Production of a Coffee Table Book'.**

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:





**7. Annexure G - 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**

**'Production of a Coffee Table Book'.**

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:



## 8. Annexure T1 – Technical Evaluation

Technical Criteria		Points	Compliance (Yes/No)
<b>1</b>	<b>Overall Experience of the Consultancy/Firm for the relevant assignment</b>	<b>10</b>	
1.1	0 Years of work experience relevant to assignment	0	
1.2	1 - 2 years	1	
1.3	3 - 5 years	3	
1.4	5 - 7 years	5	
1.5	7 – 9 years	7	
1.6	9 – 10 years	9	
1.7	10 & above	10	
<b>2</b>	<b>Qualification of the key staff for this project having relevant knowledge</b>	<b>20</b>	
2.1	BA in Media & Communication/Journalism	10	
2.2	Postgraduate in Media & Communication/Journalism	15	
2.3	Master's in Media & Communication /Journalism	20	
<b>3</b>	<b>Experience of key staff for this project</b>	<b>30</b>	
3.1	1-2 years	1	
3.2	2-3 years	2	
3.3	3-5 years	3	
3.4	5-7 years	5	
3.5	7-10 years	7	
3.6	10-12 years	10	
3.7	12-15 years	12	
3.8	15-18 years	15	
3.9	18-21 years	18	
4.0	21-25 years	21	
3.8	25 years & above	30	
<b>4</b>	<b>No. of related publication (Coffee Table Book, Annual Reports, and Magazines). Flyers, brochures, and leaflets shall not qualify for Publication.</b>	<b>10</b>	
4.1	1 to 3 works	1	
4.2	3 to 5 works	3	
4.3	5 to 7 works	5	
4.4	7 – 9 works	7	
4.5	9 –10	9	
4.6	10 & above	10	





<b>5</b>	<b>Proposal on Scope of Work (requirements) as specified in the RFP. Detailed project plan addressing each of the tasks outlined above.</b>	<b>30</b>	
5.1	Methodology	10	
5.2	Approach and Framework	15	
5.3	Schedule/Timeline	5	
<b>Total</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 F1 - 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 ‘Production of a Coffee Table Book’.**

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).

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of .

Date:.....





2.1 The total consultancy fee shall be Nu.....  
(.....), inclusive of all taxes, duties.

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

### **3. Delivery/submission**

3.1 The Consultancy shall deliver/submit the **'Production of a Coffee Table Book'** as per the requirement of RICB outlined under the scope of work, CO, Thimphu.

3.2 The Consultancy is responsible for the successful delivery/submission **'Production of a Coffee Table Book'** accordance with the entire terms outlined under scope of work at RICB, CO, Thimphu.

3.3 The Client shall provide access to the premises and necessary facilities or information if required.

### **4. Review and Acceptance**

4.1 The Client shall review **'Production of a Coffee Table Book'**.

4.2 Any non-conformities/mistake found shall be reported to the Consultant

4.3 The Consultant shall rectify non-conformities immediately upon notification and expenses shall be borne by the Consultancy during this process.

### **5. undertaking**

5.1 The Consultancy undertakes to deliver/submit **'Production of a Coffee Table Book'** accordance with the entire terms outlined under scope of work at RICB, CO, Thimphu that as per the timeline outlined in RFP.

### **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 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/submission or unless terminated earlier by mutual consent of the parties in writing or by operation of the provision of this Contract. The Consultancy should complete/deliver as per the timeline (8.5).

7.2 Either Party may terminate this Contract by providing a written notice, (10) days in advance, to the other party under the following circumstances:

7.2.1 If the 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.



**Contract**  
**For "Production of a Coffee Table Book".**

This Contract for '**Production of a Coffee Table Book**' 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** "), represented by.....(Authorized Representative).....(Designation) having its office.....

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

**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 hire the consultancy for '**Production of a Coffee Table Book**' *as per the requirements of RICB outlined in the RFP.*

**And Whereas**, the Consultancy agrees to deliver/submit in accordance of the requirement of the RICB outlined in the RFP.

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

**1. Scope**

1.1 The consultancy agrees to engage to deliver/submit the '**Production of a Coffee Table Book**' *as per the requirements of RICB outlined in the RFP.*

**2. Price and Payment Terms**





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 or of the quality of services being provided, the Client may terminate the Contract.

7.3 If the Contract is terminated due to circumstances imputable to the 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 Consultancy shall strictly follow/comply and complete the project as per 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 value.

**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 CONSULTANCY**

**Authorized Signature**

**Authorized Signature**

**Name:**.....

**Name:**.....

**Client's Witness**

**Consultancy Witness**

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Contact No.....

Contact No.....

