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DRUK HOLDING & INVESTMENTS LTD.

# GROUP STANDARD BIDDING DOCUMENT

## GOODS and SERVICES

A dhi Company

## Part I: NOTICE INVITING TENDER

1. **NIT No: BT/ Supply and Commissioning of IP Router/2023**
2. Bhutan Telecom Lt invites potential bidders to submit your ebids for the supply of **Supply and Commissioning of IP Router.**
3. Bhutan Telecom Ltd would like to inform the interested firms to kindly visit the website www.tender.bt for vendor registration and to submit the proposal online.
3. The user manual for vendor registration and bidding process is available on the website www.tender.bt or else can be downloaded from following links:-User manual for vendor registration-User manual for Bidding process.

4. SBD Timeline

| | |
|---|---|
| **NIT No.** | **BT/ Supply and Commissioning of IP Router/2022** |
| **Bid Submission & EMD Submission Date & Time** | On or before 2nd January 2024 (11:00 hrs) |
| **Bid Opening Date & Time** | 2nd January 2024 (14:00 hrs) |
| **RFP shall be available at** | www.tender.bt |

## Part II: Terms and Conditions

### 1 Scope of Supply

a. The bidder(s) may quote for all items and services as per the technical specification as attached. The scope of work includes Supply and Commissioning of IP routers at various sites. The supply component will involve the supply of IP routers and its accessories and pluggable (TO BE QUOTED CIF PHUENTSHOLING or PARO, BHUTAN). Service component will involve the commissioning of the IP routers.

### 2 Clarification to the bidding document

Further information can be obtained in writing from manager.bnet@bt.bt/manager.procurement@bt.bt/procurement@bt.bt not later than 1st January 2024, 1200 hours BST.

### 3 Documents comprising bid

3.1 The bid must be accompanied by the following document:

a) Bid Security
b) Valid Trade license
c) Tax clearance
d) OEM Certificate for the Equipment
e) Any other relevant documents as required

### 4 Bid Price

4.1 All prices shall be quoted in BTN/INR/USD. The quoted price shall be CIF, Phuntsholing or Paro.

4.2 The quote price should be segregated into FOB, Freight and insurance.

4.3 The detailed BOQ and unit price should be attached.

4.4 All duties inside Bhutan (Customs and BST) will be borne by BT and outside by the vendors.

4.5 Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item.

*Or*

4.5 The bidder(s) must quote for all the items under this bid if in lot. Price bids will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

4.6 All prices quoted shall be on a per unit basis and valid till **for 12 months** from the date of bid opening. The selected bidders shall be contacted for additional supply of any enlisted item in future on repeat order basis for the entire contract period.

### 5 Bid Validity

5.1 The bid shall be valid for 12 months from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an

extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

## 6 Bid Security

6.1 The bid shall be accompanied by the bid security of **2% of the bid value** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the **Chief Executive Officer, Bhutan Telecom Ltd** issued by the Financial Institution enforceable in any Banks in Bhutan.

a) The Bid security shall be valid up to 90 (Ninety) days.
b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope and be submitted to Finance & Accounts Division or to our nearest Branch Office within the specified time in SBD timeline.
c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser and considered as non-responsive.

6.2 The bid security shall be forfeited in the following cases:

a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
b) If the Bidder does not accept the correction of the Bid price;
c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

## 7 Purchaser's Right to Accept Any Bid, and Reject any or All Bids

7.1 The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

7.2 The Purchaser also reserves the right to reject/cancel the local transportation and relevant services orders post issuance of work order if pandemic situation or any other unforeseen disaster.

7.3 The purchaser also reserves the right to separate the supply of goods and services, and award the supply and services to different vendors/contractors.

7.4 The purchaser also reserves the right to make as different packages and award the services to multiple vendors/contractors.

## 8 Quantity Variation

8.1 Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity.

## 9 Award of Contract

9.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid with all the required specification. The Purchaser shall issue Notification of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award/Purchase Order shall constitute a binding Contract.

## 10 Delivery Schedule

10.1 The vendor shall Supply within 2 (two) months from the issue of purchase order and services within 1 (One) month from the date of delivery of the equipment failing which the vendor shall be liable for liquidated damages as specified detailed in clause 12.1 for both the supply and services accordingly.

## 11 Performance Security

11.1 The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of Chief Executive Officer, Bhutan Telecom issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid till the end of warranty period and will be returned after the end of warranty period.

## 12 Liquidated Damage

12.1 If the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of **0.1%** per day for each day to a maximum of 10% of the total PO Value.

## 13 Payment Terms

### 13.1 For Supply of goods

13.1.1 CIF price of goods shall be paid as under: Progressive Payment: Thirty percent (30%) of the CIF price component for all the equipment and materials shall be paid as Advance. Supplier to furnish all the documents for payment purpose.

13.1.2 The balance Seventy percent (70%) of the CIF price for the materials component shall be paid after reaching to the designated place.

### 13.2 For Services:

13.2.1 Hundred percent (100%) of the charges shall be paid after completing all works including user acceptance test (UAT).

### 13.3 FCT:

At the time of release of payment, Tax /FCT (3%) shall be deducted at Source from the gross amount of bills for both the supply and services as per the Income Tax Act of the Bhutan. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

## 14 Warranty Period

14.1 The Supplier shall warrant that the equipment and materials supplied shall be new and free of defects and that the vendor shall be responsible for any defects that may develop within the warranty period of 12 months from the date of commissioning.

14.2 The Supplier shall be bound to rectify the fault or replace the Goods as the case may be. The performance security shall be used to cover the cost of supplies not delivered or defective

items not replaced or rectified.

14.3 Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Purchaser shall do it at the cost of the supplier.

## 15 Supplier/Service provider's Responsibility

15.1 The supplier/service provider shall perform the work stipulated in clause 10 above.

15.2 The supplier/service provider shall take full responsibility of performance, stability, reliability and durability of the facilities installed

15.3 The supplier/service provider shall complete the supply and service component within 3(three) months as stipulated in Clause 9.

15.4 Packaging and delivery of the materials should be done site wise.

## 16 Bhutan Telecom's Responsibility

16.1 Bhutan Telecom shall take necessary measures to accord personnel of supplier/service provider such facilities as issuance of visas, permits and other authorizations necessary for the entry into Bhutan and travel to the sites.

16.2 Bhutan Telecom shall be responsible for all the taxes and levies in Bhutan except the 3% Foreign Contract Tax (FCT) on the turn key (goods along with services), which shall be borne by the supplier which is specified detailed in Clause no. 13.3 above.

16.3 BT also reserves right to change in implementation schedule based on the priority, which will be informed in advance to the supplier/service provider.

## 17 Inspection and Testing

17.1 The contractor shall conduct standard tests in presence of Bhutan Telecom representatives to conform to general technical standards.

17.2 Should any tested/ inspected goods/ materials fail to conform to the specifications Bhutan Telecom may reject them and the contractor shall replace the rejected goods/material or make alteration necessary to meet the specifications without any cost to Bhutan Telecom.

## 18 Submission of Bid

18.1 The Bidder shall submit the bid online and Bidder shall submit Bid Submission Form using the Form in the Annexure I if so required in the Clause no. 3 above: This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

18.2 As such a bid in which the Bid Submission Form. Not duly filled, signed and sealed by the bidder shall be rejected.

## 19 Termination

19.1 The Purchaser may, by written notice, terminate the Purchase Order or Contract in whole or in part at any time for its convenience:

a) if the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages; and

b) If the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Supplier does not take any remedial action within a period of one month after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

## 20 Force Majeure

20.1 Either party shall be excused from the performance or punctual performance of any of its obligations under this contract, and such obligations shall be extended for a period reasonable under circumstances, if the performance of this contract is prevented or delayed by any cause beyond the effected parties' reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, wars, earth quakes, storms, cyclone landfall, lightning, landslides, accidents, pandemic, embargo or requisition (acts of government), including non-availability of visas and permits for contractors' personnel, or delays in the performance of its subcontractors caused by any such circumstances.

20.2 Non-availability or withdrawal of any export/import licenses for the goods or any part thereof in this contract cannot be considered as force Majeure events.

20.3 Events caused due to animals and theft cannot be considered as force Majeure events.

20.4 In case of Force Majeure, the contractor shall promptly notify the employer in writing and furnish the employer with all relevant information thereto.

20.5 Should a cause of force majeure continue for more than one (1) month, either party shall then have the right to terminate this Contract.

## 21 Governing Law

21.1 The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

## 22 Dispute Resolution

22.1 Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

## Part III: Forms:

### Annexure-I Bid Submission Form

[*The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*]

Date : ……[*insert date of Bid submission*]
Tender No.: ……[*insert number* ].
To : *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda number:…….. *[Insert the number and date of issue of each addendum]*;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Schedule of Supply the following Goods and Related Services: [insert a brief description of the Goods and Related Services];

(c) The total price of our Bid, excluding any discounts offered in item is: [*insert the Bid Price in words and figures, indicating the various amounts and their respective currencies*];

(d) The discounts offered and the methodologies for their application are:

*Discounts.* If our Bid is accepted, the following discounts shall apply: [*Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.*]

*Methodology of Application of the Discounts.* The discounts shall be applied using the following methodology: [*Specify in detail the methodology that shall be used to apply the discounts*];

(e) Our Bid shall be valid for a period of [*insert number*] from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;

(h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]

(i) We have no conflict of interest;

(j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;

(k) We have read the terms and conditions carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.

(l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

n) We accept the Vendor Performance Management System.

Signed: _____ [insert signature of person whose name and capacity are shown]

In the capacity of _____[*insert legal capacity of person signing the Bid Submission Form*]

Name: _____[*insert complete name of person signing the Bid Submission Form*]

Duly authorized to sign the bid for and on behalf of: _____ [*insert complete name of Bidder*]

Dated on _____day of _____[*insert date of signing*]

## Annexure II- Performance Security Form

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*
Date: ……. *[Insert date (as day, month, and year) of Bid submission]*

IFB No. and title*:* ……. *[Insert no. and title of bidding process]*

Bank's Branch or Office: …… *[Insert complete name of Guarantor]*

**Beneficiary:……** *[Insert complete name of The Company]*

**PERFORMANCE GUARANTEE No.:……** *[insert Performance Guarantee number]*

We have been informed that …….. *[Insert complete name of Supplier]* (Hereinafter called "the Supplier") has entered into Contract No…….. *[Insert number]* dated …….. *[Insert day and month],* ……. *[Insert year]* with you, for the supply of
……*[description of Goods and related Services]* (hereinafter called "the Contract").

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding ……*[insert amount(s)*[1] *in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the ……. *[Insert number]* day of …… *[Insert month] [Insert year]*, [2] and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] [one year]*, in response to The company's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

*[Signatures of authorized representatives of the bank and the Supplier]*

## Annexure III- Contract Forms

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT made the …… *[Insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

1. (1) ……*[insert complete name of Purchaser]*, a ……*[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "The company"), and

2. (2) …….. *[Insert name of Supplier]*, a corporation incorporated under the laws of …… *[Insert country of Supplier]* and having its principal place of business at …… *[insert address of Supplier]* (Hereinafter called "the Supplier"). WHEREAS The company invited Bids for certain Goods and ancillary services, viz., ……*[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of ……..*[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (hereinafter called "the Contract Price"). NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall constitute the Contract between The company and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

(a) This Contract Agreement;

(b) The Special Conditions of Contract;

(c) The General Conditions of Contract;

(d) Technical Requirements (including Schedule of Supply and Technical Specifications.)

(e) The Supplier's Bid and original Price Schedules;

(f) The company's Notification of Award of Contract;

(g) The form of Performance Security;

(h) The form of Bank Guarantee for Advance Payment;

(i) *[Insert here any other document(s) forming part of the Contract]*

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by The company to the Supplier as

3. Hereinafter mentioned, the Supplier hereby covenants with The Company to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 5. The company hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

6. For and on behalf of The company Signed: *[insertsignature]*

7. In the capacity of ……*[insert title or other appropriate designation]* in the presence of ……*[insert signature]* ……*[insert identification of official witness]*

8. For and on behalf of the Supplier Signed:……*[insert signature of authorized representative(s) of the Supplier]*

9. In the capacity of ……*[insert title or other appropriate designation]* in the presence of ……..*[insert signature] [insert identification of official witness]*

# 23 Technical Specification

## 23.1 Site Details:

| # | Site | Min Port requiremnt | | SW Capacity | router |
|---|---|---|---|---|---|
| | | 1/10G | 100G | | |
| 1 | Paro Town | 48 | 4 | 800G | 1 |
| 2 | Khangku | 48 | 4 | 800G | 1 |
| 3 | Bondey | 32 | 4 | 800G | 1 |
| 4 | Shaba | 48 | 4 | 800G | 1 |
| 5 | Satsham | 48 | 4 | 800G | 1 |
| 6 | Drugyel | 32 | 4 | 800G | 1 |
| 7 | JJ Peak | 32 | 4 | 800G | 1 |
| 8 | Ngoba | 32 | 4 | 800G | 1 |
| 9 | Pangbisa | 32 | 4 | 800G | 1 |
| 10 | Wangdue | 48 | 4 | 800G | 1 |
| 11 | Punakha | 48 | 4 | 800G | 1 |
| 12 | Khuruthang | 48 | 4 | 800G | 1 |
| 14 | Rinchengang | 32 | 4 | 800G | 1 |
| 15 | Bajo exg | 32 | 4 | 800G | 1 |
| 16 | Bjimithangka | 48 | 4 | 800G | 1 |
| 17 | Rurichu | 48 | 4 | 800G | 1 |
| 18 | Baychu | 48 | 4 | 800G | 1 |
| 19 | Pelela | 48 | 4 | 800G | 1 |
| 20 | Gangtey | 32 | 4 | 800G | 1 |
| 21 | Gogona | 32 | 4 | 800G | 1 |
| 24 | Limbukha | 48 | 4 | 800G | 1 |
| 25 | Jiligang | 32 | 4 | 800G | 1 |
| 26 | Samtengang | 32 | 4 | 800G | 1 |
| 27 | Jarogang | 32 | 4 | 800G | 1 |
| 28 | Dotey | 32 | 4 | 800G | 1 |
| 29 | Soe | 32 | 4 | 800G | 1 |
| 30 | Gunitsawa | 32 | 4 | 800G | 1 |
| 31 | Lingshi | 32 | 4 | 800G | 1 |
| 32 | Uma | 32 | 4 | 800G | 1 |
| 33 | Barshong | 32 | 4 | 800G | 1 |

## 23.2 Router specification and Compliance Statement

### 23.2.1 Specification and Quantity

| # | Router Type | Min Port requiremnt | | SW Capacity | Qty |
|---|---|---|---|---|---|
| | | 1/10G | 100G | | |
| 1 | Router 1 | 48 | 4 | 800G | 12 |
| 2 | Router 2 | 32 | 4 | 800G | 18 |

### 23.2.2 Compliance Statement:

| | |
|---|---|
| **A** | **Physical** |
| 1 | Standard rack size (19") |
| 6 | Power redundancy (1+1): DC |
| 7 | Operating temperature: 0°C to 60°C |
| 8 | Throughput: Minimum 800G |
| | |
| **B** | **PTP & SyncE ITU-T protocols** |
| 1 | IEEE1588v2 Class C |
| 2 | ITU-T G.8262-Sync-E |
| 3 | ITU-T G.8262.1- Enhanced Sync-E |
| 4 | ITU-T G.8275.1- PTP with full timing |
| 5 | ITU-T G.8275.2 -PTP with partial timing support |
| 6 | ITU-T G.8275.1/2-PTP inter working profile |
| 7 | ITU-T G.8273.3-Timing characteristics of telecom parent clocks |
| | |
| **C** | **IP forwarding** |
| 1 | Min. 900K FIB/RIB for IPv4 |
| 2 | Min. 400K FIB/RIB for IPv4 |
| | |
| **D** | **Routing Protocol** |
| 1 | IGP : OSPF/OSPFv3 & IS-IS |
| 2 | BGP |
| 3 | Dualstack Support: IPv4 & IPv6 |
| | |
| **E** | **Service protocol** |
| 1 | Bridge domains |
| 2 | L3VPN |
| 3 | VPLS |
| 4 | Pseudowire |
| 5 | EVPN Instances |

| | |
|---|---|
| 6 | MPLS/IP-MPLS |
| 7 | LDP |
| 8 | SR-LSP/LSP |
| 9 | VRRP |
| 10 | Segment routing: SR MPLS & SRv6 |