DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

Goods and Services

A dhi Company

"The Project for Charging & Billing Solution"

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1. Disclaimer

This Request For Proposal (RFP) Document is not an agreement and is not an offer or invitation by BT to any party other than the one that qualifies to submit the Bid. The purpose of this Tender Document is to provide information to the potential bidders to assist them in responding to this Tender Document. Though this Tender Document was prepared with sufficient care to provide all required information to the potential bidders, they may need more information than what has been provided. In such cases, the potential bidder is solely responsible to seek the information required from BT. BT reserves the right to provide such additional information at its sole discretion. In order to respond to the tender, if required, and with the prior permission of BT, each bidder may conduct his own study and analysis, as may be necessary.

BT makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the Tender document. BT may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

2. NOTICE INVITING TENDER

NIT No: BT/ Charging and Billing Solution /2024

1. Bhutan Telecom Lt invites you to submit your ebids for the **Charging and Billing Solution 2024**.
2. Bhutan Telecom Ltd would like to inform you to kindly visit the website www.tender.bt for vendor registration and to submit the proposal online.
3. The user manual for vendor registration, bidding process and EMD upload is available on the website www.tender.bt.
4. SBD Timeline

NIT No.	**BT/ Charging and Billing Solution/2024**
Bid Submission & EMD Submission Date & Time	On or before 27th August 2024 (11:00 hrs)
Bid Opening Date & Time	27th August 2024 (14:00 hrs)
RFP shall be available at	www.tender.bt

3. Terms and Conditions

3.1. Scope of Work

a. The bidder(s) have to quote for all goods and services as **CIF, THIMPHU INCLUDING ALL TAXES INSIDE AND OUTSIDE BHUTAN**. The scope of work includes the Supply and Services for the Charging and Billing Solutions.

b. The bidder(s) are required to quote as per the price schedule.

3.2. Clarification to the bidding document

Further information can be obtained in writing from manager.billing@bt.bt, gmcs@bt.bt, manager.procurement@bt.bt, procurement@bt.bt, not later than 23rd August 2024.

3.3. Documents comprising bid

The bid must be accompanied by the following document:

a) Bid Security
b) Valid Trade license
c) Tax clearance
d) Compliance statement for terms & conditions and scope of work for all the technical and general condition of the tender should be provided. The sample is shown below:

Section No.	Clause No.	Sub-Clause No.	Sub-Clause Part No.	Compliance (Yes/No)	Any Deviations and reasons	Price for Compliance
1 or I	1.0	-	-	Yes		
1	1.1.1	-	-	Yes		
1	..					
1	..					
1	1.1.3	(c)	-	Yes		
1	1.7.1	(b)	(iii)	Yes		
1	..					
2	..					
..	..					
4	4.5.5.2	(a)	(i)	Yes		
4	4.5.5.2	(a)	(ii)	Yes		

e) All supporting document for evaluation criteria
f) Signed Integrity Pack
g) Documents supporting parameters in evaluation criteria defined.
h) The bidder's organization profile (Refer Annexure IV: Bidders Profile)
i) Successful mobile postpaid billing system implementation sites (Refer Annexure V-Successful mobile postpaid billing Implementation Sites)
j) Technical/Functional deviation/exclusion Statement describing specific areas where the bidder is unable to comply with specific functional/technical requirements listed out in the Tender Document (Refer Annexure VI-Deviation/Exclusion Statement)
k) Any other declaration as mentioned
l) Any other relevant documents as required
m) All signatures in tender documents shall be dated, as well as the pages of all sections of tender documents shall be initialled at the lower right-hand corner or signed wherever required in the tender papers by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the Bidder before submission of tender.

3.4. Amendments to the Tender Documents

3.4.1. BT may, for any reason, whether at its own initiative, or in response to a clarification requested by prospective Bidders, amend the tender documents at any time, Ten (10) calendar days prior to the deadline for submission of bids. The amendment will be notified in writing or by email to all prospective bidders who have downloaded the bid documents and shall be treated as an integral part of the Original Tender documents. Any verbal clarification made by any officer, or employee of BT to the bidder in the context of this RFP shall not be construed as an amendment to the Tender document.

3.5. Involvement of Sub-Contractor(s)

3.5.1. Where the bidder expects to sub-contract part of the work, the same must be clearly stated in the bid, describing the work to be sub-contracted, the reasons for sub-contracting and the details of the sub-contractor, including previous work done by the sub-contractor in similar area. If the bidder had not envisaged involvement of any sub-contractor while bidding, but desires to do so during project execution, the bidder must first get this authorized by BT in writing, giving necessary details. BT will have an absolute right to accept or reject any sub-contractor without assigning any reason to the sub-contractor or the bidder. Where the bidder is denied the permission to appoint a sub-contractor or BT rejects the sub-contractor proposed by the bidder, the bidder will continue to be responsible for the deliverables within the agreed time lines. Failure to appoint a sub-contractor for whatever reason will not be allowed as a reason for making alterations to the project plan.

3.5.2. BT will have no obligation whatsoever to the sub-contractor and appointment of sub-contractor will not grant any right to the sub-contractor over BT. BT will continue to communicate to the bidder with respect to the work done by the sub-contractor. The bidder will continue to be fully responsible, accountable and liable for the work done by the sub-contractor.

3.6. Exclusion of Bidders

A Bidder shall be excluded from participating in a tendering procedure under the following circumstances:

3.6.1. He is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or have entered into an arrangement with creditors; or

3.6.2. His affairs are being administered by a court, judicial officer or by an appointed liquidator; or

3.6.3. He has suspended business; or is in any analogous situation arising from similar procedures under the laws and regulations of the country of establishment;

3.6.4. He has been found guilty of professional misconduct by a recognized tribunal or professional body;

3.6.5. He has not fulfilled obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan;

3.6.6. He is or has been guilty of serious misrepresentation in supplying information required for Registration.

3.6.7. He has been convicted for fraud and/or corruption by a competent authority.

3.6.8. He has not fulfilled his past contractual obligations with BT in the past.

3.7. Compliance to Ethical Standards

BT expects every bidder to observe the highest standards of ethics and integrity. If a bidder is found to have indulged in any corrupt or fraudulent practice or in any practice, which is not in conformity with the highest ethical standards, then the bid will stand rejected.

To ensure uniformity in understanding of what is meant by corrupt and fraudulent practices, the same is defined below:

3.7.1. The term 'corrupt practice' will include promising, offering, giving, receiving, or soliciting of anything of value to anyone who is in a position to influence the procurement process or the project execution process.

3.7.2. The term 'fraudulent practice' means an intentional misrepresentation of facts or suppression of relevant fact with the objective of influencing the procurement process or the project execution process.

The above will include formation of cartels or collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive BT of benefits of competition.

3.8. Bidder's Responsibility

3.8.1. The bidder shall be solely and entirely responsible and bear all risks associated with the operation. Under no circumstances shall BT be held liable against any claim related to damages of the equipment. The bidder shall be responsible to arrange the necessary insurance cover.

3.8.2. The bidder shall take full responsibility of performance, stability, reliability and durability of the facilities installed.

3.8.3. Any part of the work found not to the satisfaction of Bhutan Telecom shall be remedied at the expense of the bidder.

3.8.4. The bidder shall be fully responsible for any damages caused except force majeure prior to Acceptance test /handing taking.

3.8.5. The bidder is responsible to furnish all the required documents. Bidder is entirely responsible to follow the rules and regulation of the MoICE during the work execution and the immigration rules while travelling.

3.8.6. The bidder shall be fully responsible for transportation of materials on tranship while BT will facilitate approval from agencies. The intending Bidders shall be deemed to have visited the site and familiarised themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not providing services in strict conformity with scope and special conditions of the tender.

3.8.7. The Bidder on award of work shall deploy qualified professionals. At any time in the opinion of the Project Manager, any additional, qualified, experienced engineer is considered necessary; they shall be deployed by the Bidder without any additional charge. The Bidder shall ensure to the satisfaction of the Project Manager competent and efficient supervision

of the services.

3.8.8. If any of the Bidder's employee in the opinion of Project Manager be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of BT Project Manager, undesirable for administrative or any other reasons, for such person(s) to be employed for providing services, then at the directions of the Project Manager the Bidder shall at once remove such person (s) from employment without the written permission of the Project Manager. Vacancy so created shall be immediately filled at the expense of the Bidder by a qualified and competent substitute. Should the Bidder be requested to repatriate any person or removed from this contract he shall do so and shall bear all costs in connection therewith.

3.8.9. The Bidder shall be solely responsible for the proper behaviour of his employees and staff employed by him/deputed by him to provide services. The Bidder shall exercise proper degree of control over them and in particular without prejudice to the said generality the Bidder shall be bound to prohibit/prevent any of his employees (as stipulated above) from trespassing or acting in anyway detrimental or prejudicial to the interest of the community or the properties or occupiers of land or properties in the neighbourhood. In the event of such trespassing, the Bidder shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Project Manager upon any matter arising under this clause shall be final.

3.8.10. If and required by BT, all Bidder's personnel entering upon BT's premises shall be properly identified by badges of a type acceptable to BT which must be worn at all times on BT's premises.

3.8.11. It is made clear that no relationship of employer and employee is created between BT and the Bidder's resident engineers, employees and no claim for employment of any such personnel shall be tenable or entertained.

3.8.12. Without repugnance to any other condition, it shall be the responsibility of the Bidder providing services to submit to and take written approval from Project Manager for any other service required. The Project Manager, before communicating his approval to any such scheme, with any required modifications shall get the final agreements of all such agencies, which shall be binding. No claim shall be entertained on account of above.

3.8.13. The Bidder shall conform in all respect with the provisions of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the work. The Bidder shall keep BT indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statutes, ordinances, laws, rules, regulations etc.

3.8.14. The Bidder shall have to execute the contract in such place and condition where other agencies will be engaged for other works or similar works etc. No claim shall be entertained due to services/work being executed in the above circumstances.

3.9. Bhutan Telecom's Responsibility

3.9.1. Bhutan Telecom shall take necessary measures to accord personnel of bidder such facilities as issuance of visas, permits and other authorizations necessary for the entry into Bhutan and travel to the sites.

3.9.2. Bhutan telecom shall take necessary measures to assist in executing the project.

3.9.3. Suitable workspace and in the respective sites/units/offices shall be provided to the Bidder for the smooth execution of contract.

3.10. Assignment

3.10.1. The Bidder shall not, without the express prior written consent of BT, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Bidder shall be entitled to assign either absolutely or by way of charge any amount due and payable to it or that may become due and payable to it under the Contract.

3.11. Merger, Acquisition or Divestitures of the Bidder

3.11.1. In case of Merger, acquisition or divestiture of the Bidder, the acquiring company shall be bound by the terms and conditions of this contract for a period of at least five (5) years from the date of completion of the project, at no additional cost to BT. Additionally, the acquiring company shall continue to support the product and provide support services during the time period as mentioned in the contract.

3.12. Ownership of Documents and Copy Rights

3.12.1. The copyright in all drawings, documents and other materials containing data and information furnished to BT by the Bidder shall remain vested in the Bidder, or, if they are furnished to BT directly or through the Bidder by any third party, including Bidders of materials, the copyright in such materials shall remain vested in such third party.

3.13. Contract Execution, Billing and Payments

3.13.1. Contract Execution, Billing and Payments shall be carried out from BT Corporate Office, Thimphu. All interactions regarding the execution of the contract, submission of bills and correspondence on any matter shall be done with the designated Manager- In-charge.

3.14. Schedule of Rates and Payments

3.14.1. Bidder's remuneration

The price to be paid by BT to the Bidder for execution of the contract and performance of all the obligations undertaken by the Bidder under the contract document shall be as per the rates and/or charges finalised and communicated and accepted in the Contract. The rate so ascertained shall (exception only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Bidder under the contract and no further payment whatsoever shall become due or payable to the Bidder under the contract.

3.14.2. Schedule of rates to be inclusive

The prices/rates quoted by the Bidder shall remain firm for the period of the contract and shall not be subject to any escalation. The schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The Bidder shall be deemed to have known the nature, scope and magnitude and the extent of the work.

Generality of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not be expressly stated that the Bidder shall do or perform with services at his own cost or without addition of payment or without extra charge or works to the same effect or that it may be stated or not stated that the same are included and covered by the schedule of rates.

3.14.3. Schedule of rates to cover Royalties, Rents and Claims

The schedule of rates shall be deemed to include and cover the cost of royalties and fees for article, processes, software, protected by letters, patent or otherwise incorporated in or used in connection with the work, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an Indemnity to BT which the Bidder hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from incorporation in or use in the works of any such articles, processes or changes levied on materials, equipment or machinery to be brought to site for use on work shall be borne by the Bidder.

3.14.4. Schedule of rates to cover Taxes and Duties

No exemption or reduction of custom duties, excise duties, sales tax, quay or any port duties, transport charges, stamp duties or taxes or charges whatsoever applicable in the Kingdom of Bhutan will be granted or obtained and all expenses of which shall be deemed to be included in and covered by the schedule of rates. The Bidder shall also obtain and pay for all permits or other privileges necessary to provide the services.

3.14.5. Schedule of Rates to cover Risk of Delay

The schedule of rates shall be deemed to include and cover the risks of all possibilities of delay and interference with the Bidder's conduct of work which occur from any cause including orders of BT in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

3.14.6. Schedule of Rates cannot be altered

No alteration will be allowed in the schedule of rates by reasons of services for mobile postpaid billing implementation or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates is of fully inclusive rates which have been fixed by the Bidder and agreed to by BT and cannot be altered.

3.15. Bid Price

3.15.1. All prices shall be quoted in BTN/INR/USD. The quoted price shall be **CIF, THIMPHU INCLUDING ALL TAXES INSIDE AND OUTSIDE BHUTAN**.

3.15.2. The Bidder shall quote in English, in figures and words for the rates and amount tendered by him in the Price Bid Pro-forma forming part of the documents, in such a way that interpolation is not possible. The amount of each item should be worked out and entered. The tendered rate and amount for the contract shall be entered in the tender and duly signed by the Bidder.

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

Or

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

3.16. Taxes, Duties/Bank Charges, etc.

3.16.1. All taxes inside and outside Bhutan will be borne by the bidder.

3.16.2. All bank charges will be borne by the bidder.

3.16.3. At the time of release of payment, Tax /FCT (3%) shall be deducted at Source from the gross amount of bills 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.

3.17. Bid Validity

3.17.1. 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.

3.18. Bid Security

3.18.1. 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.

3.18.2. 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
d) Contract or furnish Performance Security.

3.19. Submission of Bid

3.19.1. 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. 3.3 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.

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

3.20. Extension of time for submission of Bids

3.20.1. BT may, at its sole discretion, decide to extend the deadline for submission. In this case, all rights and obligations of BT and the bidders will be subject to the revised deadline.

3.21. Late Bids

3.21.1. Any bid received by BT after expiry of the prescribed deadline for submission of bids will be rejected. The bidders must take responsibility of submitting the Bids within the prescribed deadline. Postal delay will not be taken as valid reason for non -receipt/non-delivery of the Bids.

3.22. Opening of Bids

Bidders or their representatives shall be allowed to attend the bid opening and he/she who chose to attend the bid opening shall sign the attendance sheet which shall be provided. The bids shall be opened online in full view of all participating parties.

3.23. Purchaser's Right to Accept Any Bid, and Reject any or All Bids

3.23.1. 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.

3.23.2. It also reserves the right to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BT's action/decision.

3.23.3. The Purchaser reserves the right to reject any or all Bids and to waive minor deviations in Bids received if such deviations do not materially affect or disadvantage the bidders' competitiveness.

3.23.4. BT retains the right and authority to negotiate certain terms with the bidder before signing the Contract.

3.24. Scope of work Variation

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

Or

3.24.2. BT at its own discretion, may award the whole job (entire scope of work) or part of it as found suitable. BT may also award whole or part of any line item of the price bid as per the quoted rate. All line items mentioned in the price bid will be considered as separate parts for this purpose. For maintenance scope of work every year will be a separate part. The bidders have to execute the whole or part of the job at the rate quoted for the awarded job. For such kind of partial order, the payment terms will be pro-rata and in line with the payment terms as mentioned in this document.

3.25. Award of Contract

3.25.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid with all the required services. 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.

3.25.2. Contract Award Criteria: The Contract shall be awarded to the bidder with highest final score as described above. In case of a tie, the bid with higher technical score shall be considered for award of the contract.

3.25.3. Signing of the Contract: Issue of Letter of intent shall lead to award of the Contract and the bidder shall initiate execution of the work within the time frame specified in the Contract. Subsequent to the bidder acknowledging the Letter of intent:

a) The bidder will be required to furnish security against Performance Guarantee as described

in this document,

b) The bidder and BT will sign the contract within Fifteen (15) working days from the date of the bidder receiving the LOI, provided that the requisite security against Performance Guarantee has been furnished by the bidder,

c) BT retains the right and authority to negotiate certain terms with the bidder before signing the Contract,

d) The Contract will be prepared in English in two originals, one each for the bidder and BT. The bidder will be required to submit to BT two photocopies of the entire contract and supporting documents duly bound.

e) No deviation will be allowed in the contract from the terms and conditions as mentioned in this tender document

f) This tender document, the proposal submitted by the bidder and any other communication in relation to this tender will form a part of the contract document

3.26. Delivery Schedule

3.26.1. The bidder should perform the works as per the scope of work framed as per the contract.

3.26.2. The bidder should complete the contract within 9 months (3 months for IN and 6 months for Billing) from the date of signing of the contract or issue of Purchase Order.

3.26.3. The Charging and billing solution covered by this contract shall commence immediately after the issue of the Letter of Intent. The Bidder should bear in mind that time is the essence of the contract. Request for Revision of time after tenders are opened will not receive consideration on Extension of Time.

3.26.4. If at any time during performance of the Contract, the Bidder or its subcontractor should encounter conditions impeding timely delivery of the services, the Bidder shall promptly notify BT in writing of the delay, likely duration, and cause. As soon as practicable after receipt of the Bidder's notice, BT shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

3.26.5. Except in case of Force Majeure, as provided under Clause 3.34, a delay by the Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 3.28, unless an extension of time is agreed upon.

3.27. Performance Security

3.27.1. The contractor 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.

3.27.2. Performance guarantee period will be one year from the date of successful completion of stabilization test and acceptance of the Charging and billing Solution by BT.

3.28. Liquidated Damage

3.28.1. If the bidder fails to perform the Related Supply/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 contract/Purchase order value.

3.29. Payment Terms

3.29.1. The payment terms are as follows:

a) Ten percent (30%) of the contract shall be paid as advance upon the release of the purchase order and receiving the performa Invoice from the bidder.

b) 70% payment of Contract price for implementation at the end of the Stabilization Period after issuance of stabilization acceptance certificate.

Note: At the time of release of payment, Tax /FCT (3%) shall be deducted at Source from the gross amount of bills 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.

3.30. Warranty Period

3.30.1. The bidder shall provide the warranty and maintenance support for the period of 12 months from the date of successful completion of stabilization tests post go-live on site. The detailed description is provided in clause 4.2.1.8.

3.31. Inspection and Testing

3.31.1. Unless otherwise specified, inspection of all material (IT infrastructure etc.) will be carried out at BT's premises by the Bidder. The Bidder will then submit an inspection report to BT. BT's decision regarding acceptance or rejection of goods shall be final.

3.31.2. Should any tested/ inspected equipment or services fail to conform to the requirement of Bhutan Telecom may reject them and the bidder shall resupply/redo/rectify without any cost to Bhutan Telecom.

3.32. Risk and Cost Service

3.32.1. In the event the Bidder fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BT shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original vendor. The Cancellation of contract due to delayed service or due to poor or inadequate service will also event in Risk-Service. The Cancellation of contract may be either for whole or part of the contract, and will be at BT's discretion. However, before such cancellation, BT shall give four-week notice to the Bidder for taking corrective action. In case, the service provider does not take necessary corrective action to BT's satisfaction, within the said period of four (4) weeks, BT shall be at liberty to terminate the contract in part or whole. BT may avail, upon such terms and in such manner as he deems appropriate, services similar to those so terminated. The Bidder shall be liable to BT for any losses, excess costs for such/similar spares or services, provided that the service provider should continue the performance of the contract to the extent not terminated under the provisions of this clause. However, the Bidders' liability for such cost shall not exceed 50% of the value of the undelivered or unapproved portion of the work.

3.33. Termination

3.33.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract in whole or in partat any time for its convenience:

a) if the contractor 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 contractor 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).

3.34. Force Majeure

3.34.1. 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.

3.34.2. 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.

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

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

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

3.35. Insurance

Bidder shall at his own expense carry and maintain insurance with reputed insurance companies as per the applicable law of Bhutan to the satisfaction of BT.

3.35.1. Workmen compensation and Employer's Liability Insurance

Insurance shall be affected for all the Bidder's employees engaged in the performance of this contract. If any of the work is subject, the Bidder shall require that the sub-contractor/franchisee to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Bidder insurance.

3.35.2. Any other Insurance required under Law or Regulations or by Buyer

Bidder shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by BT.

3.35.3. Accident or Injury to Workmen

BT shall not be liable, in any respect, for any damages or compensation payable under law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Bidder or any sub-contractor/franchisee, save and except an accident or injury resulting from any act or default of BT, his agents or servants and the Bidder shall indemnify and keep indemnified BT against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

The Bidder shall comply with all relevant and applicable statutory provisions in respect of the workers engaged by him at his cost and above stipulations are only indicative and not exhaustive.

3.35.4. Damage to Property or to Any Person or Any Third Party

Bidder's rates shall deem to include taking into account that he has to work in operating divisions and shall take sufficient care in moving the equipment and materials from one place to another so that they do not cause any damage to any person or to the property of BT or to a third party including overhead and underground cables and pipelines. In the event of such damages as estimated by BT or ascertained by the third party shall be borne by the Bidder.

Bidder shall also be responsible for making good to the satisfaction of BT any loss or damage to all structures and properties belonging to BT or being executed or procured or being procured by buyer or by other agency within the premises of all the work of BT, if such loss or damages is due to fault and or negligence or wilful acts or omission of the Bidders, his employees, agents, representatives or sub-contractors/ franchisees.

The Bidder shall indemnify and keep BT harmless of all claims and damages to property other than Buyer's property arising under or by reason of this Contract if such claims result from the fault and/or negligence or wilful acts or omission of the Bidder, agents, representative or subcontractor/ franchisee.

3.36. Safety and Security Code

3.36.1. General

Bidder shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with buyer's safety rule as set forth herein. Prior to start of work, Bidder will be furnished copies of buyer's Safety Code for information and guidance, if it has been prepared.

3.36.2. Safety regulations

In respect of all labour, directly or indirectly employed in the work for the performance of Bidder's parts of this agreement, the Bidder shall at his own expense arrange for all the safety provisions as defined in regulations, rules, Acts or orders applicable in the Kingdom. The Bidder shall observe and abide by all fire and safety regulations of BT.

3.36.3. First Aid and Industrial Injuries

Bidder shall maintain first aid facilities for his employees and those of his subcontractors. Bidders shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Buyer prior to start of contract and their telephone numbers shall be prominently posted in Bidder's field office. All critical industrial injuries shall be reported promptly to buyer and a copy of Bidder's report covering each personal injury requiring the attention of a physician shall be furnished to BT.

3.36.4. General Safety

All necessary personal safety equipment as considered adequate by the Project Manager should be kept available for the use of the persons employed at the site and maintained in condition suitable for immediate use, and the Bidder should take adequate steps to ensure proper use of equipment by persons as relevant for the work/site/office. Notwithstanding the above clauses there is nothing in these to exempt the Bidder from the operations of any other Act or rules in force in the Kingdom of Bhutan.

3.36.5. Fire safety

They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable material and electronic equipment etc as advised by Project Manager.

3.36.6. Security code

The Bidder and its personnel or any other person visiting BT's premises and offices shall comply all security procedures. All people visiting any buyer's premises shall be liable to security check including but not limited to frisking by security staff at the gate. Any person shall not carry any material to buyer's as not permitted by such security requirements.

The Bidder and its personnel or any other person visiting BT's premises and offices shall comply with all confidentially requirements about buyers' business and its activity and shall also provide in written a confidentiality undertaking in prescribed format required by buyer.

3.37. Governing Law

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

3.38. Dispute Resolution

3.38.1. 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.

4. Technical Specification

4.1. Introduction

4.1.1. General

Bhutan Telecom has been providing various telecom services including VAS services to its customers using different networks- 2G, 3G, 4G/VoLTE/IMS, 5G (NSA), PSTN, Internet and broadband networks. Currently, Bhutan Telecom provides services to five hundred thousand subscribers throughout Bhutan. It is presumed that the customer base will reach seven hundred thousand in next five years. BT plans to expand existing networks and services in coming years and provide integrated Voice, data, SMS, IP telephony, multimedia, Value added services including content-based services and any other upcoming IP based services. Currently Bhutan Telecom is using various OSS/BSS systems to provision for customer care, billing, payment collections and revenue sharing/invoicing facilities. BT is now planning in phases to converge such systems, deployed for its different networks.

BT now intends to procure charging and billing solution for its services that support the latest technology including 5G and VoLTE and in doing so, BT desires to obtain services of an appropriate and reliable partner. The Charging system should handle the real time charging for prepaid mobile, broadband and leased line services while the postpaid Billing system should handle postpaid services including mobile, ISP (leasedline, broadband, Data Center, Contact Center, Web/Email/Domain hosting etc) and fixedline services.

An overview of requirements of the system are defined as follows:

a) Customer Relationship Management Module
b) Web self-care portal including PIT/BIT and Gateway Module
c) Mediation, Charging, Billing and Invoicing Module
d) Customer Financial Management Module (Customer Ledger and Payment)
e) Reporting Module
f) Hardware/OS/DBMS
g) Interconnect solutions
h) International roaming services
i) Integration with third party systems including PCRF, VAS systems etc
j) Pre-warranty technical support services, Warranty & Technical Support Services and Annual Maintenance Contract (AMC) services

4.1.2. BT's Current Billing Systems

Currently, BT uses Ericsson's IN System as the charging system, Ericsson's BSCS as the postpaid billing system and Tayana's PCRF for data charging. The Charging system is used only for charging prepaid voice, prepaid DSL, and data PayG. It also has a Voucher Management and the mediation systems. The successful bidder has to migrate data from the existing charging and billing systems to its proposed new system, and successfully integrate with all required third party systems.

4.1.3. Objectives of RFP

Bhutan Telecom is seeking solution from qualified vendors experienced in providing a charging and billing solution. The objectives of BT for replacing the existing charging and billing systems are to achieve the following objective:

a) To replace the current billing and charging systems

b) To achieve real time NRTDE generation
c) To have a system with Dynamic Interconnect solutions
d) To have a system seamlessly integrated & interworked with network elements, PCRF, VAS and other external systems.
e) To have a system with unified product catalog, real-time call/session/event control, provisioning & order processing, unified balance/credit control management, convergent customer care/payment/billing.
f) To have a user friendly and highly reliable, configurable and powerful system that can be used by customer-care units through LAN/WAN, public Internet backbone and by customers, agents through self-care provisions.
g) To achieve a scalable system that can be upgraded to fully converged billing and charging solution in future

4.2. Scope of Work

4.2.1. General Scope

BT intends to implement the billing and charging solution within the time frame indicated in this document. The customization should be done to meet the mobile postpaid functional/process requirement of BT. BT expects the bidders to propose an approach for the same within the guidelines given in this document. The production server for the proposed solution will be installed in Thimphu, BT's HQ, while the possible DR site will be located at BT's Data Center in Bumthang. The users at BT offices across Bhutan will be using the solution through WAN, broadband and VPN.

This is a turnkey project for supply, delivery, customization, installation, testing, commissioning, migration, operational support, pre-warranty services, warranty & technical support and AMC for billing and charging system.

The scope of work under this specification includes at least but not limited to the following:

a) Delivery, and implementation services shall be carried out in Phases:
b) Phase I (Implementation of the prepaid charging system for mobile, broadband and leased line)
c) Phase II (Postpaid billing system for mobile, ISP (broadband, leasedline, web & domain services, Data Center and Contact Center Services) and Fixed Line service.
d) Supply and delivery of software product for charging and billing solution including all required modules, features & functionalities.
e) Supply and delivery of hardware/OS/DBMS/spares, network equipment & interfaces for charging and billing solution and its seamless integration & interworking with network elements, VAS and external systems.
f) Supply and delivery of hardware and software protocol adaptors, APIs and other necessary interfaces for interworking and integration with core network elements, VAS and external systems.
g) Scoping/customization/enhancement, installation, testing, commissioning, acceptance testing, go-live & migration shall be done separately for each phase. Final Acceptance testing shall be done separately for each phase.
h) Technical Support and Warranty level services for service periods as described in the document.
i) Preparation of detailed IT infrastructure specifications based on detailed hardware sizing.
j) System supplied should be fully redundant and with high availability

k) Preparing templates for updating legacy data and Data conversion and migration of all required data in the new systems from the legacy systems.
l) Warranty and maintenance support for 1 year post go live.
m) Finalization of Scoping document working with BT technical team. The scoping document shall be final only after approval from BT management.
n) However, scoping document shall not restrict BT to issue PO for new type of network elements and/or services or any features and functionalities as and when required. The bidder shall implement accordingly.
o) The details in scoping document shall augment but not overrule the obligations in the contract document. Therefore, in case of conflicts between these documents, the contract document shall prevail over the scoping documents.

4.2.1.1. Project Management

The bidder should propose a suitable project manager/team and methodology with diversified expertise to meet the requirement of BT. The manager/team will do the overall project management throughout the life cycle of the project to ensure successful completion of the project.

Project management will include the following:

a) Detail study of existing BT networks and applicable protocols & call flows, charging and billing systems, mediation, VAS, integrations with network elements etc. Understanding of networks, systems and services to be implemented in near future in and finalize detailed implementation schedule in accordance to BT requirements.
b) Onsite resource to ensure timely delivery of all the deliverables related to solution/system as mentioned in this RFP.
c) Oversee delivery and installation of servers as per the detailed hardware sizing done for the server requirements.
d) Co-ordinate between various stakeholders and suppliers.
e) Define and control project scope.
f) Ensure synchronization of all the activities of the project i.e. design, installation, configuration, testing, support, change management and training.
g) Monitor risk management aspects and project delays.

4.2.1.2. Documentation

The Successful bidder shall supply complete Project Documentation (Business and Technical Files). Project Documentation shall include the following.

a) Hardware and software document
b) Project Management Plan and Project Charter
c) Functional Specifications
d) Technical Specifications
e) System Landscape document
f) System Administration Documentation
g) Database map
h) System API Documents
i) Backup and Recovery Procedure

j) Configuration Documents
k) Data collection templates
l) Roles and Authorization Documents
m) Test Plan Document – Test Plan, Test Strategy, Test Cases, Test Scripts, Test Data, Test Results
n) Migration/Conversion Document – data migration plan, strategy, cases, scripts and documents
o) Project Operation Manual – User Manual, System Manual, Operation Manual, Practice and Procedure, Process documents, work flow documents
p) Implementation – Implementation Document, System Acceptance, Handover
q) User Acceptance Document
r) Post Implementation Review Report

All supporting documentation, printed materials, drawings and abbreviation of terms shall be in clear, consistent and easily understandable and properly bound in good quality acceptable to BT.

4.2.1.3. Design and Installation of Application, Database and Related Software

The bidders will be responsible for the following:

a) Proposing industry standard system architecture, keeping in mind BT's requirements as given in this document as well as global standard practices.
b) Proposing third party bolt-on applications required to meet BT's requirements if not available in the proposed system, indicating specific modules, tools etc. suitable to meet the functional and technical specifications laid down in this Tender Document, giving justifications wherever necessary.
c) Unless desired by BT to upgrade to new release, the implemented version of the solution should be supported for at least five years from the date of implementation.
d) Data migration, training and change management and project/program management.

4.2.1.4. As-is study

The overall project will be managed from BT, Thimphu. The bidder will be required to do:

a) Analysis of business processes, standard reports and determination of business flows, additional reports and formats required.
b) Analysis of data and data migration requirement & provide detailed document on data migration procedure, verification methods, sample data collection and collection of other necessary documents.
c) The bidder shall conduct detailed requirement study at site after signing of the contract and also conduct detailed scoping after issuance of purchase order.
d) The bidder shall also obtain services of the related network suppliers of BT for necessary documents, integration with networks elements & external systems, call/event/session control & provisioning testing, migration and implementation support services. Bidder shall be responsible for these services and shall quote for such services separately.

4.2.1.5. Preparation of master data

All efforts need to be made by the bidder to provide relevant data templates for migration to the new system from the BT legacy systems. The bidder needs to bring in their expertise and experience to review and refine data from the above system and prepare the data for migration in the proposed system.

Necessary access to the legacy systems will be provided and all data to be migrated from legacy systems will be staged by the bidder.

Also, the bidder needs to design necessary data templates and format to capture data for un-computerized processes and provide training and guidance to the data team in collecting the data. The bidder shall have to develop necessary data migration scripts, programs or use appropriate tools to do the data migration in the new system from the templates. These data migration scripts/programs shall be handed over to BT as part of project deliverable, for future data migration by the BT team.

4.2.1.6. Implementation of Charging and Billing Solution

The bidder will be broadly responsible for the following:

4.2.1.6.1. Design and Implementation of the System Architecture

4.2.1.6.2. Project Management, Planning and Scheduling

Time schedule for various activities is as given below.

Table 1: Milestones

Sl. No	Activity	Duration
1.	Complete Consulting and implementation of the proposed solution broadly covering the following activities: – As-Is Study – Design and Acceptance of Proposed Solution – Hardware Delivery – Implementation and Data migration – UAT – Go-Live	Within 9 months from the date of signing of contract with BT.

4.2.1.6.3. Conducting Training Programs

The successful bidder shall provide effective training on system to BT's employees affected by the system throughout the project phases.

4.2.1.6.4. Data Conversion Scope

Data Conversion will involve the following activities:

a) Preparation of templates for data requirement.
b) Extraction of existing data from the legacy systems.
c) Cleansing and formatting of data extracted from the legacy systems and manual register.

d) Creation of new/additional data mandatory in the new system.
e) Bidder shall be entirely responsible for migrations and verification tasks to be carried out at every stage for all phases.
f) The bidder should interface with various system and migrate all data from multiple systems like various existing billing, customer care systems, IN etc.
g) The bidder should also make clear distinction of static and volatile data for migration so that data verification can be done in steps and go live migration/verification can be precise and minimized. The rules and methods for such tasks shall be proposed in the bid.
h) Full history migration shall also be done.
i) The bidder shall conduct detail study and a detailed migration preparation document shall be provided during scoping which shall be enhanced further at the time of installation testing for each phase.
j) Bidder shall integrate with various elements and ensure uninterrupted service and operations during system migrations.
k) There shall not be any loss of revenue due to migration.
l) The final test migration reports shall be well documented and signed off. If it is found that there are additional minor migration problems after migration, the supplier shall provide automated solutions and resolve the problems within one day of reporting.
m) The bidder shall be penalized if a) migration errors affect more than 100 subscribers b) there is any error/mismatch in financial data migration c) migration causes delays/malfunction in services in operation.
n) In case of unsuccessful migration or unsatisfactory migration results, the bidder shall arrange on immediate basis to revert back to BT existing system without any service interruption and revenue loss. The bidder shall provide a fall-back plan for each migration to be conducted along with the acceptance test procedure. The bidder shall include a brief fall-back plan in the offer.

4.2.1.7. Testing

The successful bidder is required to ensure that a complete testing is performed on the System. BT shall conduct a complete Acceptance Test on the System to ensure that it contains no material deviation from the functional and business requirements as specified herein to the fullest satisfaction of BT. Upon successful completion of the Acceptance Testing, a Certificate of Acceptance shall be issued to the successful bidder.

Scope of the testing shall include the following:

4.2.1.7.1. General

The successful bidder shall provide all test plan, test data, test scripts and test results pertaining to the required testing.

The proposed test plans and procedures shall include the following:

a) Expected or desired result
b) Criteria for successful acceptance
c) Test output records including a description of required outputs, the types of software/hardware used to observe or measure the outputs, etc. the input/output shall be expressed in a measurable term and the acceptance tolerances for each measurement shall be provided.

d) A list and description of each software program/modules to be used. The description shall include the format and contents of each type of message output and of any print outs or records to be maintained.
e) A detailed description of analysis or combination of analysis and test results which may be offered in lieu of testing, where complete test results may be difficult or impractical to obtain.
f) The successful bidder shall propose a time frame and schedule for each test.
g) Notwithstanding any inspection, witnessing or observation of the test by BT, the successful bidder shall be solely responsible for the quality of the proposed system.
h) The successful bidder shall propose an early watch option to optimize the system before the "Go Live" date.

4.2.1.7.2. Functional Test

a) The successful bidder shall conduct all functional tests at all system level to verify that the performance requirements of the specification have been met.
b) The successful bidder shall conduct functional test on the inter-working/integration between different systems.
c) The successful bidder shall also include functional test for different services in the proposed system.

4.2.1.7.3. System Test

a) The successful bidder shall conduct system tests to verify that all the requirements of the specifications described in the proposal have been met.
b) The tests shall be designed to cover the total system including the operational software programs.
c) The successful bidder shall test all hardware and applications in the proposed system.
d) All malfunctions, error and the rectification shall be documented.

4.2.1.7.4. Interface Test

a) The successful bidder shall conduct interface tests to verify that all the requirements in the proposal have been met.
b) The successful bidder shall design the test to cover the total system including the operational software programs.
c) The successful bidder shall be responsible to retrieve and provide data to and from external systems.
d) The Successful bidder shall create own test data for interfaces, if required.

4.2.1.7.5. Integration Testing

The Integration Testing shall be conducted in accordance with the test plans and procedures approved by BT. While all tests shall be the responsibilities of the Successful bidder, BT staff shall participate in the testing process. BT reserves the right to witness or perform any of the tests or inspection at its discretion. During the Integration Testing, no design changes or modification shall be made without prior approval from BT. If changes are necessary, BT reserves the right to require any of the completed tests to be rerun to verify that no adverse effects have resulted from the change.

The Successful bidder without any additional cost shall incorporate modification and re-testing into the system and ensure it complies with the specification required. The Successful bidder shall also be responsible for the supply of the relevant documentation updates at no extra cost to BT in this respect.

4.2.1.7.6. Acceptance Testing

Before the commencement of the Acceptance Testing, a comprehensive test plan shall be submitted by the Successful bidder for agreement by BT. Following the agreement, Successful bidder shall prepare and submit detailed test procedures for BT approval.

For the test plan, the Successful bidder shall specify in detail the functionality of the equipment and/or software that each test proposes to demonstrate.

The Successful bidder shall be required to demonstrate that all components (hardware and software) operate to the specifications pertaining to the item and that all components operate as an integrated system in this Acceptance Testing.

BT representatives will perform the Acceptance Testing with the assistance of the Successful bidder.

The Successful bidder shall satisfy BT representatives of at least the following:

a) Each item of equipment and/or software has been correctly installed and can be accessed by other components of the system.
b) Each item operates or performs to the level of functionality.
c) All components are compatible with each other.
d) Each item of the software is reliable.

The Successful bidder shall be responsible for incorporating and testing any modifications to the design of this system if found necessary as a result of the Acceptance Testing at no extra cost.

4.2.1.7.7. Stabilization Test

The stabilization Tests will be conducted for the solution during the post-go-live period. The test shall be conducted for ascertaining Response Time Performance and Availability Performance criteria as defined in Appendix 2 Performance parameter for minimum 21 days continuously.

Conducting stabilization Tests shall be the primary responsibility of the bidder, but shall be conducted with cooperation from BT to ascertain whether the system meets the desired standard of Performance.

Details of stabilization tests are defined in Clause 4.3.4 (Stabilization tests of the Charging and billing Solution)

4.2.1.7.8. Other tests

The tests mentioned above are not exhaustive and any other test as deemed necessary and as desired by the client should be conducted.

4.2.1.8. Warranty and maintenance support for 1 year

The bidder will provide a suitable on-site and off-site post implementation support for one year after successful completion of stabilization tests post go-live on site.

The maintenance and support services will address all user level queries, fix bugs, enhancements, incorporation of new requirement owing to legal, statutory and policy changes, changes to configurations, customizations, patch updates, upgrades, database administration, Network OS and storage management, security, periodic users training, etc. The bidder may adopt appropriate methodology for providing the support. However, during warranty support, the bidder shall provide most of the support offshore by a team of expertise maintained by the bidder, unless really necessary to be at site for maintenance.

The successful bidder will perform the support services, which will include but will not be limited to the following activities:

a) All the components of mobile postpaid billing (including bolt-on) and functionalities as mentioned in this RFP
b) Version up-gradation (for which separate estimate shall be sought)
c) Re-installation of base software
d) Reports creation/modification, workflow and analytics
e) Resolution of reported errors
f) Data Backup/Recovery
g) System Restoration
h) Reinstallation of mobile postpaid billing and all associated and prerequisite software
i) Disaster Recovery Drill
j) Performance tuning and optimization
k) Changes and modification
l) Enhancement of existing functionalities and configuration
m) Documentation of all the changes and developments made in the system
n) Training on any change or modification of the solution
o) Bridge any Bhutan Telecom specific functional gap with the concerned mobile postpaid billing version
p) Periodic user training, if need be
q) Support to BT core group

4.2.1.9. Equipment for development and Testing

It will be the responsibility of the Bidder to arrange all the equipment and license for system software and any other tools required for development/customization/modification and/or testing of the solution.

4.2.2. Functional Scope

Following are the indicative processes, which should be covered in the Charging and billing Solution. The bidder in consultation with BT during Business Process Study stage will finalize the list of processes covering all scenarios to be covered by the solution. BT expects to capture information related to all processes listed below and generate various reports for view of concerned persons in the mobile postpaid billing.

The bidder must ensure that all the functionalities already in practice at BT are available in the solution. In case it is not possible to cover certain processes in mobile postpaid billing due to the fact that the processes are very specific to BT or such other reasons, the bidder must suggest suitable workaround solutions, process changes etc. to cover the same.

The overall Functional Components for BT include the following:

a) Real time charging for prepaid services including mobile, DSL and leased line services
b) Near to real time billing of postpaid services including mobile, DSL, leasedline, web/domain/email hosting, data center and contact center services
c) Integration of new solution with existing network elements- Huawei soft switch, Ericson switch, HSS, HLR, VLR, GGSN, SGSN for mobile (GPRS, Edge, 3G and LTE), Avaya contact centre, BT ERP, Cisco router for broadband Internet, VAS, PCRF, eKYC systems etc.
d) Interconnect billing and settlement for roaming with partner operators.
e) Partner Management for IPLC and InterConnect partners
f) Roaming module should support latest TAP–IN/TAP–OUT as well as future TAP versions.
g) Roaming module should support all existing and addition of future roaming partners.
h) The proposed solution should provide but not limited to all the features and functionalities available in existing billing system.
i) Limitations of the existing system should be overcome by the new solution.
j) Possibility of differential charging for using data from GPRS, edge, 3G, LTE, 5G, VoLTE etc.
k) Mediation should be able to handle data from all switches, SMSC and VAS nodes.
l) Prepaid to post-paid conversion and vice–versa (Hybrid account).
m) Reporting – comprehensive business related and financial reports.
n) Configurable credit control policies (e.g. service barring based on certain number of unpaid bills, credit limit).
o) Enforce capture of mandatory customer information (Date of Birth, ID – e.g. Passport, CID).
p) Document/form management system.
q) CRM – web self-care (online bill payment), real time offers/campaigns (e.g. lucky Draw for used vouchers from system with minimal human intervention), service bundling, dynamic pricing and features that would enhance BT's relation with the customers.
r) Segmentation of customers. (E.g. Age, location based, Usage and Usage behaviour etc.)
s) Automated alerts (SMS/email/USSD) for:
    - Different life cycle stages (balance expiry, validity expiry etc.).
    - Campaign.
    - High usage.
    - Outstanding bill, due date and service suspension.
t) Open API to connect with payment gateways.

4.2.3. Solution Approach

Following is some of the important requirements of BT with respect to the Charging and billing Solution and the successful bidder should ensure that these requirements are achieved:

4.2.3.1. Audit Trail

The proposed solution must have extensive audit trail facility. Any addition, deletion/modification and extraction (call and customer details) of an existing record, whether master or transaction, must bear the date and time stamp, the name of the log-in user who made the change and the node/terminal from which the change was made. It should also be possible to maintain details of the original record and subsequent changes to the same. Standard audit trail reports should also be available.

4.2.4. Database Administration

The activities include:

a) DB server installation, configuration and administration along with DC and DR setup.
b) Installation of applications, database and related tools.
c) Maintenance of applications including application of patches.
d) Taking necessary backup, performing necessary restores

4.3. Special Instructions to bidders

4.3.1. Introduction

The special instructions to bidders should be read in conjunction with General Terms and Conditions, Scope of Work and other sections and documents forming part of this tender document. The special terms and conditions mentioned in this section or anywhere else in the tender document shall prevail over the General Terms and Conditions in case there is conflict between the two.

4.3.2. User Acceptance Tests

The bidder will conduct User Acceptance Tests to ascertain whether the Charging and billing Solution or any sub-system(s) is capable of attaining the functional requirement and Performance requirements (relating to commissioning). Conducting such tests will be responsibility of the bidder. BT will provide full cooperation to the bidder in conduct of the tests.

4.3.3. Go Live Acceptance Tests

The bidder will conduct Go-live Acceptance Tests immediately after each go-live date to ascertain whether the Charging and billing Solution or any sub-system, is available for live transactions to attain the functional and Performance requirements as specified in the Tender Documents and as the agreed and finalized project plan. The Go-Live Acceptance Tests shall be conducted jointly by bidder and BT in accordance with the test scripts provided by the bidder and reviewed by BT.

4.3.4. Stabilization Tests of the mobile postpaid Solution

Conducting stabilization Tests shall be the primary responsibility of the bidder, but shall be conducted with cooperation from BT to ascertain whether the meets the desired standard of Performance

The stabilization Tests will be conducted for the Charging and billing Solution during the post-go-live period. The test shall be conducted for ascertaining Response Time Performance and Availability Performance criteria for minimum 21 days continuously. The stabilization tests shall be conducted by powering up and continuous operation of all the systems on a 24x7 basis to ascertain that all components of the solution are working in the desired fashion individually and together. During stabilization test, the bidder shall deploy Performance measurement tools (at their own cost) to establish adherence to agreed Performance levels. For stress testing also appropriate tools need to be deployed by the bidder at its own cost.

If the system is found to be lacking in meeting prescribed availability Performance and response time Performance, the bidder shall at its cost and expense make such changes, modifications, and/or additions to the "Charging and billing Solution" as may be necessary for conforming to the Performance standards. The bidder shall notify BT upon completion of the necessary changes, modifications, and/or additions and shall request BT for repeat of the stabilization acceptance tests. If the "Charging and billing Solution" (or Subsystem[s]) fails after the second stabilization acceptance test BT shall levy penalty of 5% of the contract value for not meeting the response time and will notify the bidder accordingly. For Performance below the criteria, the contract is liable to be rejected. In such case, BT may recover the entire cost paid to the Bidder or alternatively BT may proceed for commercial settlement with the Bidder for acceptance of the system at the negotiated price.

If the system is found to be lacking in meeting requirement, the Bidder shall request for the first time extension period from the BT and mutually decide for making changes, modifications, and/or additions to the "Charging and billing Solution" at its cost and expense as may be necessary for conforming to the Performance standards. The Bidder shall notify BT upon completion of the necessary changes, modifications, and/or additions and shall request BT for repeat of the stabilization acceptance tests. The Bidder shall not be liable for any penalty for delay in service of this approved first-time extension period. The Bidder shall be liable for liquidated damages or penalty for delayed services as defined in the contract in case the Bidder is not able to make necessary changes, modifications to the Charging and billing Solution for conforming to the performance standards. For Performance below the criteria, the contract is liable to be rejected. In such case, the Clause 3.33 – Risk and Cost Services shall be applicable as per the discretion of the BT.

4.3.5. Final Acceptance of the Charging and billing Solution

The Charging and billing Solution will be taken as finally accepted after observing performance and response time of the solution at the end of Performance Guarantee Period.

4.3.6. Documentary evidence for the proposed mobile postpaid billing only

Any certificate, customer testimonial, attached with these documents for substantiating any credential should be for the proposed mobile postpaid billing only.

4.3.7. Compliance to General terms and Conditions

Deviation from any terms and conditions as mentioned in this tender document will be treated as non-responsive in nature and the bid may be rejected.

4.3.8. Support Services

The mobile postpaid billing vendor must provide support services on functional and technical issues such as upgrades, bug fixes, new releases, enhancements and such other assistance including addressing queries etc through appropriate arrangements/help desk for BT. This support is required from the date of Go-Live to expiry of maintenance as defined.

4.3.9. Project Management Unit (PMU)

A project management unit will be formed at BT comprising high level officers of BT. This PMU will co-ordinate with all the stakeholders during project implementation.

5. Evaluation of Bids

5.1. Evaluation Process

The evaluation of responsive bids shall be done as 60% weightage assigned to technical proposal and 40% assigned to financial bid.

5.1.1. Evaluation and scoring of technical bids

The bid will be scrutinized to ensure that the same is substantially responsive to the requirements set out in the Tender documents, else the bid is liable to be rejected. In particular, the requirements stated below must be complied with and confirmed by the Bidder:

a) Compliance to scope of work
b) Compliance to all terms and conditions
c) Implementation methodology, training plan and all other non-commercial relevant information for executing this project

Technical evaluation (60%) shall be as per the parameters and associated weightage defined below:

Sl/ No	Criteria	Score (100)	Bidder's Evaluated score
1	**Capacity of the Bidder** General Experience (no of projects executed with similar size and business nature.)		
A	1 - 5 Setup	5	
b	6 – 10 Setup	8	
C	10 and above	10	
2	**Project related experience** (No of GSM postpaid billing related implementation in last 10 (ten) years)		
a	1 - 5 Implementation	5	
b	6 – 10 Implementation	8	
c	10 and above	10	
3	**Project related experience** (No of Roaming solution/NRTDE related implementation in last 10 (ten) years)		
A	1 - 5 Implementation	5	
B	6 – 10 Implementation	8	
c	10 and above	10	
4	**Project related experience** (No of Interconnect solution related implementation in last 10 (ten) years)		
a	1 - 5 Implementation	5	
b	6 – 10 Implementation	8	
c	10 and above	10	
5	**Key Personnel for the project**		

a	Project Manager-1 6 and above similar projects	6	
b	3 to 6 similar projects	4	
c	Less than 3 projects	1	
6	**Scalability**		
a	To fully converged end to end solution in future (all BT services)	6	
b	Only PSTN and ISP services	3	
7	**Features and Functionalities**	10	
8	**Future roadmap**	10	
6	AMC/Support		
	Less than 5%	13	
	5.1-10 %	9	
	10.1% and above	5	
7	Company's Financial Stability		
	Turnover 10-30M USD	3	
	Turnover more than 30M USD	5	
8	Compliance to Bidding document		
	Any deviation	5	
	No deviations	10	
	GRAND TOTAL	**100**	**Points**

The bidders will need to obtain a minimum score of 70% out of 100% for technical to further qualify for financial evaluation. Those bids which doesn't meet this minimum score will not be considered for further evaluation

5.1.2. Evaluation of Price Bid

Price bid not in strict conformity with the Price Schedule as given below will be rejected.

Arithmetical errors, if any, in the price bid will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in figure will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security (EMD) may be forfeited.

Evaluation of Price Bid will be based on the 'Total Quoted Price' as proposed in the price bid as per Price Schedule provided below:

Note: The bidder should provide the detailed break up of each component making up the total quoted price. The price bid should cover the required features and functionality with details of license or any other cost associated with the components. Two separate quotes, one with DR and one without DR		
Total Solution		
Sr.	**Description**	**Total Amount (Nu) Rate (including all taxes and duties)**
1	Platform	
	a. Hardware	
	b. Software (cost for each feature / module / license)	
	c. Third party bolt-on (If any)	
	d. Database	
2	Professional services	
3	Any other costs (Please specify)	
4	Warranty, Maintenance and Support from the Bidder; (Please give yearly break up)	
	Year 1	
	Year 2	
	Total	

Financial bid- The financial bid score will consist 40% of the total evaluation score. The lowest bidder will be awarded 40% directly.

5.1.3. Overall Score

The Bidder with the highest score considering both the technical and financial scores with 60% technical and 40% financial will be considered for the award of contract. BT reserves the right to reject any or all Bids and to waive minor deviations in Bids received if such deviations do not materially affect or disadvantage the bidders' competitiveness.

The consolidation will be based on the following formula:

E=(Fl/F*40)+(T*60)

Where,

- E: Total score for the bidder response combining technical and financial bids
- F: Financial bid quoted by a particular bidder.
- Fl: Lowest of all evaluated bid prices among the responsive bidders.

- T: Technical score awarded to a particular bidder

The Client reserves the right to alter the evaluation criteria at any point in the process. The highest scoring firm shall be invited for negotiation. Should the negotiation fail, the next highest scoring firm shall be invited for negotiation. The representative, other than the proprietors themselves, conducting negotiations on behalf of the selected bidder must have written authority to negotiate and to conclude a binding agreement.

6. Acronym and Definition

6.1. Acronym

Acronym	Definition
AMC	Annual maintenance contract
BG	Bank Guarantee
BICMA	Bhutan Information Communication and Media Authority
BST	Bhutan Sales Tax
BTN	Bhutanese Ngultrum
CBCS	Converged billing and charging system
CFM	Customer financial management
CRM	Customer relationship management
CV	Curriculum Vitae
DC	Data Center
DD	Demand Draft
DR	Disaster recovery
EMD	Earnest Money Deposit
ETDS	Electronic Tax Deducted at Source
ETL	Extract, Transform and Load
FOI	Fax Of Intent
GSM	Global System for Mobile (2G, 3G, 4G)
ID	Identification
IN	Intelligent network
IP	Internet Protocol
ISP	Internet service provider
IT	Information technology
IVRS	Interactive Voice Recognition System
LC	Letter of Credit
LOI	Letter of Intent
MTBF	Mean Time Between Failures
MTTR	Mean Time To Repair
NIT	Notice Inviting Tender
NOC	No Objection Certificate
NU	Ngultrum
OEM	Original equipment manufacturer
PBG	Performance Based Guarantee
PG	Performance Guarantee
PO	Purchase order
RFP	Request for proposal
RFQ	Request for Quotation
RGoB/RGOB	Royal Government of Bhutan
SAP	System Application and Products in Data processing
SIT	System Integration Test

SMS	Short Message Service
SOP	Standard Operating Procedure
TCP	Transmission Control Protocol
TDS	Tax Deducted at Source
TIIMS	Telecom Integrated Information Management System
TT	Telegraphic Transfer
UAT	user acceptance test
UAT	User Acceptance Test
VPN	Virtual private network
WAN	Wide area network
WD	Working Day
WDV	Written Down Value
YTD	Year To Date

6.2. Definition and Interpretation

Unless the context otherwise requires, the following terms whenever used in this contract for the supply, the installation of requisite software and implementation of a comprehensive Charging and billing Solution (hereinafter defined as contract), the following words and expressions shall have the following meanings:

6.2.1. Entities

a) The 'buyer', 'client' or "BT" shall mean Bhutan Telecom Limited, Thimphu with registered office in Thimphu, 2/28 Drophen Lam, Bhutan.

b) The 'Managing Director' or MD shall mean the Managing Director or the Chief Executive Officer of BT, or his successors in office as designated by BT.

c) The 'supplier' or 'contractor' or 'vendor' shall mean the person/firm /company whose tender has been accepted by BT and includes their legal representatives/successors/permitted assignees.

d) The 'Sub-contractor' shall mean any person or firm or company (other than the contractor/Bidder) to whom any part of the work has been entrusted by the contractor/Bidder, with the approval/written consent of BT or its representative and the legal representatives, successors and permitted assignee of such person, firm or company.

e) The 'Project Manager' or 'Manager-in-Charge' shall mean the person nominated by BT from time to time and shall include those who have been expressly authorized by BT to act for and on his behalf for all functions pertaining to operation of this contract. All functions pertaining to this contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.

f) The 'Appointing Authority' for the purpose of arbitration shall be the Managing Director of BT or any other person so designated by him.

g) "Services" or "solution" means, studying, designing, developing, testing, implementing, training and post implementation support, upgrades/patches, and/or other deliverable and materials which the vendor is required to supply to BT under the Contract.

h) "Project Sites" means Corporate Office, Bhutan Telecom Ltd., Thimphu, and any other office as specified by BT.

i) 'Project Manager' of the mobile postpaid billing vendor is a person with at least prescribed years of IT experience having successfully managed at least prescribed number of similar projects in large organizations.

Note 1: Where necessary, Supplier/Contractor/Vendor to mean Bidder and buyer/purchaser/client means BT.

Note 2: Where necessary, "He", "Him" means the individual or "He/She" or "Him/Her"

6.2.2. Elements of the Tender and Contract

a) "Tender Documents" refers to the collection of documents issued by BT to instruct and inform Contracts of the processes for bidding, selection of the winning bid, and Contract formation, as well as the Contractual conditions governing the relationship between BT and the Bidder.

b) The 'Tender' shall mean the tender submitted by the Bidder for acceptance by BT. The term "Tender" is synonymous with the term "Bid"

c) The 'Contract' shall mean the contract agreement between BT and the Bidder for execution of the contract on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan. The "Contract" shall also mean all documents such as the invitation to Tender, instructions to Bidder, Special Conditions of Contract, Scope of Work, Agreed Variations if any.

d) The 'Contract Document' shall mean collectively the tender documents, agreed variations, if any and other documents constituting the tender and acceptance thereof.

e) "Contract Agreement" means the agreement entered into between BT and the Bidder using the Form of Contract Agreement contained in the Tender Documents and any modifications to this form agreed to by BT and the Bidder. The date of the Contract Agreement shall be recorded in the signed form.

f) 'Approved' shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.

g) 'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/speed post/e-mail to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post/electronic post it would have been delivered.

h) The 'Alteration/Variation Order' means an order given in writing by Project Manager/Buyer to effect addition to scope or deletion from scope of the contract.

i) 'Letter of Intent' shall mean intimation by a Letter to Bidder that the tender has been accepted in accordance with the provisions contained in the letter.

j) 'Value of Contract' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the contract rates as payable to the Bidder for the purposes of the contract.

k) "Technical Requirements" means the technical requirements mentioned in the Scope of Work or elsewhere in the Tender documents.

l) "Implementation Schedule" means the Implementation Schedule documented in the Agreed and Finalized Project Plan.

m) "Contract Price" means the price or prices as specified in the Contract Agreement.

6.2.3. Place and Time

a) 'Site' shall mean the locations and places wherever business activities are conducted by BT.

b) 'Offices' shall mean Corporate Office, Regional Offices and divisional Offices at various

locations.

c) 'Day' means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

d) 'Working Day' means any day which is not declared to be holiday or rest day by BT.

e) 'Week' means 7 (seven) consecutive days, beginning the day of the week as is customary in Bhutan.

f) "Month" means calendar month of the Gregorian calendar.

g) "Year" means a period of 12 (twelve) consecutive Months.

h) "Effective Date" means the date of signing of the Contract Agreement.

i) "Contract Period" is the time period during which this Contract governs the relations and obligations of BT and Bidder.

j) "Warranty Period" means the period of validity of the warranties given by the Bidder commencing the date of Stabilization Acceptance, during which the Bidder is responsible for defects with respect to the System (or the relevant Subsystem[s]).

6.2.4. Subject

a) "mobile postpaid billing" means the Billing System including all the software products supplied, both System and Application, sub-systems, Materials and other goods to be supplied, installed, implemented, and made operational, together with the Services to be carried out by the Bidder under the Contract.

b) "Subsystem" means any application component, developed application or module of the mobile postpaid billing proposed to meet the technical requirements that may be supplied, installed, tested and commissioned individually before commissioning of the entire mobile postpaid billing.

c) "Services" means all technical, logistics, management and any other Services to be provided by the Bidder under the Contract to supply/develop, install, implement, customize, integrate, and make operational the proposed system. Such Services may include, but are not restricted to Installation, Commissioning, Go-Live, Stabilization, and Training.

d) "The Project Plan" means the document to be developed by the Bidder and approved by BT, based on the requirements of the Contract and the Development and Implementation Plan included in the Bidder's bid. For the sake of clarity, "the Agreed and Finalized Project Plan" refers to the version of the Project Plan approved by BT. The project plan may be changed/modified during the course of the project. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

e) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to BT under the Contract.

f) "Intellectual Property Rights" 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, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

g) "Offered Product for evaluation purposes" means the product offered by the vendor.

6.2.5. Activities

a) "Installation" means that the System or a Subsystem installed on the hardware and made available for Commissioning.

b) "User Acceptance Tests" means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the mobile postpaid billing or a specified Subsystem, is able to attain the functional and performance requirements (relating to commissioning) as specified in the Tender Documents and Agreed and Finalized Project Plan.

c) "User Acceptance" means the acceptance by BT that the mobile postpaid billing (or any Subsystem(s) where the Contract provides for acceptance of the System in parts) is capable of attaining the functional and performance requirements (relating to commissioning) as specified in the Tender Documents and Agreed and Finalized Project Plan.

d) "Go-Live" (Commissioning) means the mobile postpaid billing is available for live transactions as per the definition in Agreed and Finalized Project Plan.

e) "Go-live Acceptance Tests" means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the mobile postpaid billing or a specified Subsystem, is available for live transactions to attain the functional and performance requirements as specified in the Tender Documents and Agreed and Finalized Project Plan.

f) "Stabilization Period" means successful running of the full system for at least two months from last Go-Live.

g) "Stabilization Acceptance Test" means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the mobile postpaid billing, or a specified Subsystem, is able to attain the functional and performance requirements in production/live environment as specified in the Scope of Work and Agreed and Finalized Project Plan.

h) "Stabilization Acceptance" means the acceptance by BT that the mobile postpaid billing (or any Subsystem(s) where the Contract provides for acceptance of the mobile postpaid billing in parts) is capable of attaining the functional and performance requirements (relating to Go-Live) as specified in the Tender Documents and Agreed and Finalized Project Plan.

i) "Final acceptance of Charging and billing Solution" means the acceptance by BT of all components of the Charging and billing Solution on successful completion of the Performance Guarantee period.

7. 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 permittedand 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 Addendanumber: *[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 Scheduleof 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 thespecific 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 15for 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 youmay 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 tous 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 inthe 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 respectivelyassigned 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 asmay become payable under the provisions of the Contract at the times and in the manner prescribedby the Contract.

5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordancewith 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*

Annexure IV-Bidders Profile Forms

I. Background Information	
The registered name of the company *(include copy of registration document)*	
Head Office Address	
Contact Person Name & Designation	
Contact Telephone, Fax Number and E-Mail Address	
Legal form of organization	
Countries with offices	
II. South Asian Operations	
Head of Operations	
Head Office Address	
Contact Person	
Contact Number	
Email Id	
Number of years in South Asia	
Number of offices internationally	
Number of employees working on	
• Implementation of proposed mobile postpaid billing	
• Support of proposed mobile postpaid billing	
• Others	
Number of consultants for proposed mobile postpaid billing	
• Technical	

• Functional	
Net worth as at the end of last three Financial Years for the proposed mobile postpaid billing Implementation business (Please attach certified annual reports)	
Annual revenue in the last three Financial Years for the proposed mobile postpaid billing Implementation business (Please attach certified annual reports)	
III. Others	
Provide details of the implementations similar solutions internationally in Telco industry.	
Provide details of largest implementation internationally and in South Asia of such solutions in terms of turnover of the company where implemented.	

Note: Where the information cannot be provided in the table format, please furnish the information on a separate sheet. Please ensure proper reference between the table row and the additional sheet used.

Annexure V-Successful mobile postpaid billing Implementation Sites

mobile postpaid billing Live Sites	
Please provide following details of the successful implementations for the proposed mobile postpaid billing in the last five years in telecom industry	
Name	
Address	
Contact Person	
Phone	
Email id	
Company's Turnover in last financial year	
Different Services (Fixed, ISP, Mobile, etc)	
Time Frame for implementation (give project start and completion dates)	
Special feature of this implementation	
Please provide copy of certificate issued by the company.	

Annexure VI-Deviation/Exclusion Statement

The Chief Executive Officer
Bhutan Telecom Ltd.
2/28 DrophenLam
Thimphu, Bhutan

Date:

Dear Sir,

Sub: Deviation/ Exclusion Statement

We confirm that the following are the only deviations/exclusions to the requirements described in your Tender Document Number …… dated ……. In case our bid is accepted, entire work as described in the said tender document will be executed by us to the satisfaction of BT and all requirements of the bidder stated in the said tender document will be met by us, except for these deviations/exclusions:

S. No	Page No. of Tender Document	Serial No. of Tender Document	Subject	Deviation/ Exclusion

(Please use separate sheets in cases where the deviation/exclusion cannot be adequately described in the table above clearly mentioning the reasons).

We declare that any other deviations/exclusions noted in other places/manners in the bid documents/correspondences shall be ignored and construed as our unconditional acceptance of the respective terms and conditions of the Tender, unless mutually agreed under seal and signature from both sides.

Thanking you,

Yours faithfully,

<Seal and Signature of Authorized Signatory>
<Name of Authorized Signatory>
<Title of Authorized Signatory>
Notes:

The bidders must comply with all requirements of this Tender Document. However, where the bidder is unable to comply with specific requirements listed out in this document, he must specifically indicate these in the format given above. Anything contained in this Tender Document, which has not been specifically excluded, or for which deviations have not been indicated, will be regarded as being agreed to by the bidder.

Annexure VII-Essential Qualifying Criteria of the Bidders

Sl #	Parameters	Requirement Description	Supporting Document Required	Ref Page No. of proposal
1.	Financial stability of the Company	The net worth of the company should not have eroded by more than 50% during the last three financial year	Documentary evidence in form of certificate from CA in practice	
2.	Turnover of Vendors	Minimum annual average turnover of Nu. 120 Million from deploying Charging and billing Solution in last three years	Documentary evidence in form of certificate from CA in practice	