

GROUP STANDARD BIDDING DOCUMENT

GOODS and Services



Part I: NOTICE INVITING TENDER

NIT No: BT/RCP and Additional Project Services/2024

1. Bhutan Telecom Lt invites you to submit your ebids for the **RCP and Additional Project Services 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 and bidding process is available on the website www.tender.bt or else can be downloaded from following links: -User manual for vendor registration-User manual for Bidding process.

4. SBD Timeline

NIT No.	**BT/RCP and Additional Project Services/2024**
Bid Submission & EMD Submission Date & Time	On or before 8th April 2024 (17:00 hrs)
Bid Opening Date & Time	9th April 2024 (14:00 hrs)
RFP shall be available at	www.tender.bt

Part II: Terms and Conditions

1 Scope of Services

a. The bidder(s) have to quote for all services as per the details as attached. The scope of work includes the transportation of materials up to individual sites from Phuntsholing and installation/erection of materials at the designated sites.

b. The bidder(s) are required to quote separately as per the excel sheet provided in eProcurement for site wise quote.

2 Clarification to the bidding document

Further information can be obtained in writing from manager.powerandinfra@bt.bt, dawala785@bt.bt, manager.accessnetwork@bt.bt/manager.procurement@bt.bt/procurement@bt.bt not later than 7th April 2024.

3 Documents comprising bid

The bid must be accompanied by the following document:

a) Bid Security
b) Valid Trade license
c) Tax clearance
d) Any other relevant documents as required

4 Bid Price

4.1. All prices shall be quoted in BTN/INR. The quoted price shall be including taxes, if required.

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

Or

4.3. 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.

5 Bid Validity

5.1 The bid shall be valid for 12 months from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

6 Bid Security

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

Banks in Bhutan.

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

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

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

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

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

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

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

7.4 The purchaser also reserves the right to reject/cancel the site wise services according to the convenience of the purchaser specially those site requiring air transport.

8 Quantity Variation

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

9 Award of Contract

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

10 Delivery Schedule

10.1 The Contractor should perform the works as per the scope of work framed and the materials to be reached to the designated site as per the offer.

10.2 The Transportation including the foundation materials, Installation & Commissioning of the materials should be completed within 45 (Forty-five) days per site from the date of ready of site (as per clause 10.3). The 45 days of delivery period is for a site but it cannot be multiplied with number of sites and derived the project completion deadline as a whole.

10.3 The start date of the services will be the completion of civil work date or delivery of materials at the Phuntsholing (delivery date as per custom papers) whichever is later. The curing period of the civil work is included in the 45 days of delivery period.

10.4 The delivery period of 45 days per site is for both the transportation and installation/erection even after issuing the purchase order separately. The payment for transportation and erection/installation will not be made separately for a same site.

10.5 Contractor/Vendor should provide break up cost as per the attached site details.

11 Performance Security

11.1 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.

12 Liquidated Damage

12.1 If the contractor fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of 0.1% per day for each day to a maximum of 10% for the particular work.

13 Payment Terms

Expatriate supervision & Local service charge i.e., transportation and erection/commissioning charges shall be paid as follows:

a) Thirty percent (30%) of the charges shall be paid as advance.

b) 70% payment after completing all the work including UAT. And there shouldn't be any rectification or missing materials. Payment will be made as per site wise completion and receivable of user acceptance test. The UAT needs to be completed within 7 days after completion of the services.

c) 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.

14 Warranty Period

14.1 The contractor shall warrant that the equipment and materials are installed/erection carried out properly and are responsible for any unprofessional work within the warranty period of 12 months from the date of commissioning/erection.

14.2 The contractor shall be bound to rectify the fault or rectifications as the case may be. The performance security shall be used to cover the cost-of-service provider is not rectifying the service-related issue.

15 Contractor's Responsibility

15.1 The Contractor should perform the works as per the scope of work framed and the materials to be reached to the designated site as per the offer.

15.2 The Contractor 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 Contractor shall be responsible to arrange the necessary insurance cover.

15.3 The Contractor shall be entirely responsible and should have proper handing taking of the materials (Tower, shelter, monopole and power) from the supplier in witness of the BT employer. BT will not take responsibilities of any damage equipment/materials once the handing taking is made and the contractor is entirely responsible.

15.4 The Contractor shall be entirely responsible and should deliver the foundation materials to the sites. The contractor shall have proper handing taking of the Tower, shelter and monopole foundation materials with the Civil work contractor which the BT Civil engineer will share the details. BT will not take responsibilities of any damage or missing foundation materials.

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

15.6 The contractor shall complete the service component as per clause 10.

15.7 The Contractor shall bear all the expenses (Loading, unloading and any other charges) for the materials stored at BT Campus and any additional charges not included in the sheet will be not entertained.

15.8 The contractor should share the tentative work plan for all the sites (Tower, Monopole, power and shelter), which is subject to change according to civil work and materials delivery but the time period shouldn't be changed.

15.9 The Contractor should submit report with proper hand over/completion date signed by concerned officials/PC managers/RDs.

15.10 The Contractor should submit the progress report to PM, BTL every week after the start of work.

15.11 Any part of the work found not to the satisfaction of Bhutan Telecom shall be remedied at the expense of the contractor

15.12 Bidder or their representative should visit the site before submission of bids and full covid-19 protocols put in Place by Royal Government of Bhutan must be followed diligently. BT shall provide preliminary data as reference.

15.13 The contractor shall be fully responsible for the deviation of work scope for not adhering as specified above.

15.14 The contractor shall handover balance materials to respective region/local BT offices or CHQ project section with proper signed handing taking document. The contractor shall clean station and its surrounding and dispose wastes at the safe place post installation in accordance to the National Environment Commission policy.

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

15.16 The successful bidder/contractor shall submit the implementation schedule on the supply, civil works, installation and commissioning of tower, shelter and power based on the work plan shared by BT.

15.17 The contractor shall follow guidelines of COVID-19 Protocol issued by Royal Government of Bhutan and any expenses pertaining to COVID-19 shall be borne by contractor. The expenses include the logistic and medical expenses for the employees of contractor/supplier.

15.18 The contractor shall be fully responsible for transportation of materials on transship while BT will facilitate approval from agencies.

15.19 At least 6 (six) team should be ready and available to deploy the works.

15.20 The contractor should visit site before quoting as the Headload provided by BT is just for reference and not on actual.

16 Bhutan Telecom's Responsibility

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

16.2 Bhutan Telecom shall be responsible for all the taxes and levies in Bhutan except the 3% Foreign Contract Tax (FCT/TDS), which shall be borne by the contractor.

16.3 BT shall acquire land and hand over to contractor.

16.4 BT also reserves right to change in implementation schedule based on the priority, which will be informed in advance to the contractors.

16.5 Bhutan telecom shall take necessary measures to assist personnel/installation team of contractor in getting visas, permits and other authorizations necessary for the entry into Bhutan and travel to sites. The contractor is responsible to furnish all the required documents. Contractor is entirely responsible to follow the rules and regulation of the MoICE during the work execution and the immigration rules while travelling.

17 Inspection and Testing

17.1 The contractor shall conduct standard UAT in presence of Bhutan Telecom representatives to conform to standards of the services.

17.2 Should any tested/ inspected services fail to conform to the requirement of Bhutan Telecom may reject them and the contractor shall redo/rectify the work without any cost to Bhutan Telecom.

18 Submission of Bid

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

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

19 Termination

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

a) if the 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).

20 Force Majeure

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

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

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

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

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

21 Governing Law

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

22 Dispute Resolution

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

Part III: Forms:

Annexure-I Bid Submission Form

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

Date.....[*insert date of Bid submission*]
Tender No. ..... [*insert number*].

To : *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including 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 Schedule of Supply the following Goods and Related Services: [insert a brief description of the Goods and Related Services];

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

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

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

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

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

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

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

(i) We have no conflict of interest;

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

Bhutan;

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

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

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

n) We accept the Vendor Performance Management System.

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

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

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

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

Dated on_____day of_____[*insert date of signing*]

Annexure II- Performance Security Form

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

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

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

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

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

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

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

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

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

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

Annexure III- Contract Forms

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

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

BETWEEN

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

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

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

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

(a) This Contract Agreement;

(b) The Special Conditions of Contract;

(c) The General Conditions of Contract;

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

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

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

(g) The form of Performance Security;

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

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

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

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

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

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

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

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

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

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

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

23 Technical Specification