

#### GROUP STANDARD BIDDING DOCUMENT

**GOODS** 



"Power Cables"



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### 1. NOTICE INVITING TENDER

### NIT No: BT/Power Cables/2025

- 1. Bhutan Telecom Ltd. Invites eligible supplier to submit your ebids for the supply of power cables.
- 2. Bhutan Telecom Ltd would like to inform the suppliers 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/Power Cables/2025
Bid Submission & EMD	
Submission Date & Time	On or before 4 <sup>th</sup> February 2025 (11:00 hrs)
Bid Opening Date & Time	4 <sup>th</sup> February 2025 (14:00 hrs)
RFP shall be available at	www.tender.bt



#### 2. Terms and Conditions

### 2.1. Scope of Work

The bidder(s) may quote for any or all items as per the technical specification.

### 2.2. Clarification to the bidding document

Further information can be obtained in writing from <u>procurement@bt.bt/jiwan.kuikel@bt.bt/jigdrel.wangchuk@bt.bt/manager.powerandinfra@bt.bt</u> not later than 31<sup>st</sup> January 2025 2024.

#### 2.3. 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/sheet 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) Any other relevant documents as required

#### 2.4. Bid Price

- 2.4.1. The quoted price shall be **DDP** (**Delivered Duty paid**) **Phuntsholing** as per the Incoterms share in **Annexure IV**.
- 2.4.2. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item.
- 2.4.3. All prices quoted shall be on a per unit basis and valid till for 12 months from the date of bid opening. The selected bidders shall be contacted for additional supply of any enlisted item in future on repeat order basis for the entire contract period.

### 2.5. Bid Validity

2.5.1. The bid shall be valid for 90 days 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.

#### 2.6. Bid Security

- 2.6.1. The bid shall be accompanied by the bid security (EMD) of 2% of the bid value in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the **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.
- 2.6.2. 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.

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

- 2.7.1. 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.
- 2.7.2. The purchaser also reserves the right to cancel 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.
- 2.7.3. BT retains the right and authority to negotiate certain terms with the bidder before signing the Contract.

#### 2.8. Quantity Variation

2.8.1. 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.

#### 2.9. Award of Contract

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

#### 2.10. Delivery Schedule

2.10.1. The supplier should supply within 2 (two) months from the issue of purchase order date



failing which the supplier shall be liable for liquidated damages as specified detailed in <u>clause</u> 2.12.

### 2.11. Performance Security

2.11.1. The supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of 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.

#### 2.12. Liquidated Damage

2.12.1. 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.

### 2.13. Payment Terms

- 2.13.1. The Hundred percent (100%) payment of Contract/purchase order shall be paid after the delivery of all the materials as per delivery terms and no part payment shall be entertained during the execution of the supply order.
- 2.13.2. At the time of release of payment, Tax shall be deducted at Source [TDS] 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.

#### 2.14. Warranty Period

- 2.14.1. The Supplier shall provide the warranty for a period of one year, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed Goods, the Supplier shall be bound to rectify the fault or replace the Goods as the case may be. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.
- 2.14.2. Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Purchaser shall do it at the cost of the supplier.

#### 2.15. Inspection and Testing

- 2.15.1. The Supplier shall conduct standard tests in presence of Bhutan Telecom representatives to conform to general technical standards.
- 2.15.2. Should any tested/ inspected equipment 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.

#### 2.16. Submission of Bid

2.16.1. 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 <u>clause 2.3</u> 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.
- 2.16.2. As such a bid in which the Bid Submission Form. Not duly filled, signed and sealed by the bidder shall be rejected.

#### 2.17. Termination

- 2.17.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract in whole or in part at any time for its convenience:
  - a) if the Supplier/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).

### 2.18. Force Majeure

- 2.18.1. 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.
- 2.18.2. 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.
- 2.18.3. Events caused due to animals and theft cannot be considered as force Majeure events.
- 2.18.4. In case of Force Majeure, the contractor shall promptly notify the employer in writing and furnish the employer with all relevant information thereto.
- 2.18.5. Should a cause of force majeure continue for more than two (2) month, either party shall then have the right to terminate this Contract.

### 2.19. Governing Law

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

#### 2.20. Dispute Resolution

2.20.1. 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.



# 3. Technical Specification

# 3.1. General

# 1) DC Power Cables

Item	Item Specifications	UoM	Qty	Rate	Amt
	DC Power Cable 70 Sq.mm (RED) 1.1KV, IC PVC Insulated, unarmoured multi-strand copper Cable	mtrs	800		
	DC Power Cable 70 Sqmm (Blue/Black) 1.1KV, IC PVC Insulated, unarmoured multi-strand copper Cable	mtrs	800		
DC Power Cables:	DC Power Cable 50 Sq.mm (Black/Blue) 1.1KV, IC PVC Insulated, unarmoured multi-strand copper Cable	mtrs	850		
Conductor Material: Plain annealed high	DC Power Cable 50 Sq.mm (RED) 1.1KV, IC PVC Insulated, unarmoured multi-strand copper Cable	mtrs	850		
conductivity Flexible copper conductor as per	DC Power Cable 25 Sq.mm (Blue/Black ) 1.1KV, IC PVC Insulated, unarmoured multi-strand copper Cable	mtrs	550		
Class 5 of IS 8130/2013 latest Insulation: PVC Type 'D'	DC Power Cable 25 Sqmm (RED) 1.1KV, IC PVC Insulated, unarmoured multi-strand copper Cable	mtrs	550		
with FR-LSH Propertes Make: Polycab, Havells,	DC Power Cable - 1C, 120 sq.mm PVC insulated copper multistrand (RED)	mtrs	100		
equivalent. The conductors shall be	DC Power Cable - 1C, 120 sq.mm PVC insulated copper multistrand (BLACK)	mtrs	100		
marked on the external surface with the	DC Power Cable - 1C, 90 sq.mm PVC insulated copper multistrand (RED)	mtrs	100		
following: • Manufacturer's	DC Power Cable - 1C, 90 sq.mm PVC insulated copper multistrand (BLACK)	mtrs	100		
name. • Year of	DC Power Cable - 1C, 35 sq.mm PVC insulated copper multistrand (RED)	mtrs	250		
manufacture. • Length in	DC Power Cable - 1C, 35 sq.mm PVC insulated copper multistrand (BLACK)	mtrs	250		
meters marking in sequential	DC Power Cable - 1C, 16 sq.mm PVC insulated copper multistrand (RED)	mtrs	700		
numbers at 1 m intervals, with the lowest	DC Power Cable - 1C, 16 sq.mm PVC insulated copper multistrand (BLACK)	mtrs	700		
number at the inner end of the	DC Power Cable - 1C, 10 sq.mm PVC insulated copper multistrand (RED)	mtrs	700		
drum.	DC Power Cable - 1C, 10 sq.mm PVC insulated copper multistrand (BLACK)	mtrs	700		
	DC Power Cable - 1C, 6 sq.mm PVC insulated copper multistrand (RED)	mtrs	100		
	DC Power Cable - 1C, 6 sq.mm PVC insulated copper multistrand (BLACK)	mtrs	100		
	DC Power Cable - 1C, 4 sq.mm PVC insulated copper multistrand (RED)	mtrs	100		



	DC Power Cable - 1C, 4 sq.mm PVC insulated copper multistrand (BLACK)	mtrs	100	
Earth Cable: Color-				
Green and yellow, Pure				
Copper single core cable,		mtrs		
<ul> <li>Manufacturer's name.</li> </ul>	1C-25 sqmm earth cable, multi-stranded, 1.1 kV, current			
<ul> <li>Year of manufacture.</li> </ul>	carrying capacity of 115-125 A		300	
<ul> <li>Length in meters</li> </ul>	7 0 1 7			
marking in				
sequential numbers at 1 m				
intervals, with the lowest				
number at the inner end		mtrs		
of				
the drum.				
Make: Polycab, Havells,	1C-16 sqmm earth cable, multi-stranded, 1.1 kV, current			
Equivalent	carrying capacity of 115-125 A		100	

# 2) AC Power Cable

Item	Item Specifications	UoM	Qty	Rate	Amt
	AC Power Cable - 2C, 35 sq.mm Fire Retardant PVC				
AC Power Cable: The	insulated Aluminium un-armoured, Low-Tension Cable,	mtrs	300		
conductors	Voltage: 1100V				
shall be marked on the	AC Power Cable - 2C, 16 sq.mm Fire Retardant PVC				
external	insulated Aluminium un-armoured, Low-Tension Cable,	mtrs			
surface with the	Voltage: 1100V		200		
following:	AC Power Cable - 2C, 25 sq.mm Fire Retardant PVC				
<ul> <li>Manufacturer's name.</li> </ul>	insulated Aluminium un-armoured, Low-Tension Cable,	mtrs			
<ul> <li>Year of manufacture.</li> </ul>	Voltage: 1100V		100		
<ul> <li>Length in meters</li> </ul>	-				
marking in					
sequential numbers at 1 m					
intervals, with the lowest	AC Power Cable - 2C, 10 sq.mm Fire Retardant PVC				
number at the inner end	insulated Aluminium un-armoured, Low-Tension Cable,	mtrs			
of	Voltage: 1100V				
the drum.					
Make: Polycab, Havells,					
Equivalent			100		



#### 4. 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.]

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 the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Dissounts. 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.
(1)	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 o	capacity of[insert legal capacity of person signing the Bid Submission Form]
Name:_	[insert complete name of person signing the Bid Submission Form]
Duly at	athorized 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 [Insert date (as day, month, and year) of Bid submission]	th the instructions indicated] Date:
IFB No. and title	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]
	O[Insert number] dated
related Services] (hereinafter called "the Contract").	
Furthermore, we understand that, according to the conditions or required.	of the Contract, a Performance Guarantee is
At the request of the Supplier, we hereby irrevocably undertake	1
words] upon receipt by us of your first demand in writing declaring Contract, without cavil or argument, or you needing to prove demand or the sum specified therein.	ng the Supplier to be in default under the
This Guarantee shall expire no later than the	[Insert number] day of
[Insert month] [Insert year], and any demand for payment under it me before that date. We agree to a one-time extension of this Guara year], in response to The company's written request for such extension of the Guarantee.	antee for a period not to exceed [six months] [one

[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]

_	
	CONTRACT AGREEMENT made the
-	[insert complete name of Purchaser], a
2. (2)	[Insert name of Supplier], a corporation incorporated under the laws of
	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

- 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]



#### **Annexure IV- INCOTERMS**

#### Incoterms 2020 Incoterms®2020 Rules Responsibility Quick Reference Guide 🕯 Inco Docs Freight Collect Terms Freight Prepaid Terms Any Mode or Modes of Groups Sea and Inland Waterway Transport Any Mode or Modes of Transport Transport FCA EXW FAS CIF CIP FOB CFR CPT DAP DPU DDP Carriage & nsurance Paid to (Place) Incoterm Insurance & Freight (Port) Alongside Ship (Port) Board (Port) Freight (Port) Duty Paid (Place) (Place) (Place) To (Place) Place (Place) (Place) At Buyer's Disposal On Buyer's Transport On Board Vessel On Board Vessel On Board Vessel At Named At Named Place Unloaded At Named Place Transfer of Risk At Carrier At Carrier **Obligations & Charges: Export Packaging** Seller Seller Seller Seller Seller Seller Seller Seller Seller **Loading Charges** Buyer Seller Delivery to Port/Place Seller Seller Seller Seller Seller Export Duty, Taxes & Customs Clearance Seller Seller Seller Seller Seller Seller Seller Seller Origin Terminal Charges Seller Seller Seller Seller Seller Seller Loading on Carriage Seller Seller Seller Seller Seller Seller Seller Seller Carriage Charges Seller Insurance Negotiable Negotiable Negotiable Negotiable Negotiable \*Seller Negotiable Negotiable Negotiable Negotiable Destination Terminal Charges Buyer Buyer Buyer Buyer Buyer Buyer Delivery to Destination Buyer Buyer Buyer Buyer Buyer Seller Seller Seller Buyer Seller Buyer Buyer oort Duty, Taxes & stoms Clearance Buyer Buyer Buyer Buyer Buyer Buyer Buyer Seller Buyer Buyer Buyer IncoDocs Create your Sales & Shipping Docur

