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BANK OF BHUTAN

A dhi Company

Banker to the Nation since 1968

STANDARD BIDDING DOCUMENT

FOR SUPPLY AND DELIVERY OF IP TELEPHONY

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NOTICE INVITING TENDER

NIT No. 000/BoB/Tender/2024/26 **Date: 23 August 2024**

- **Purchaser Name**: Bank of Bhutan
- **Procurement of Goods**: Supply and Delivery of IP Telephony
- Bank of Bhutan Limited would like to invites eligible national bidders with the valid trade License to submit your bid for supply and delivery of IP Telephony at BoB Corporate Office, Norzin Lam, Thimphu, as per the following Terms and Conditions;

Sl. No.	Particular	Requirement
1	UC Manager Enhanced (For Low end phones)	18
2	**Total**	**18**
Note* For the Specification of IP Telephony, please go through Annexure lll		

- **OWNERSHIP OF THIS STANDARD BIDDING DOCUMENT (SBD)**

  The content of this SBD is a copy right material of Bank of Bhutan (BoB). No part or material of this SBD should be published on paper or electronic media without prior written permission from the Bank

- **DUE DILIGENCE**

  The bid shall be deemed to have been submitted after careful study and examination of this SBD. The bid should be precise, complete and in the prescribed format as per the requirement of this SBD document. Failure to furnish all information or submission of a bid not in-line with this SBD will be at the bidders' risk and shall result in rejection of the bid. Also, the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

  The bidder is requested to carefully examine the SBD and the terms and conditions specified therein and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the SBD, Bidder should seek necessary clarification

TERMS AND CONDITIONS OF SBD

1. Scope of Supply

1.1. The bidder(s) price quoted shall be as per the technical specification attached at **Appendix I (Technical Specification)** and the Price and Delivery Schedule as attached at **Annexure -II.**

2. Clarification to the bidding document

2.1. Further information can be obtained in writing from Procurement Division **OR** email to kinga.tshering2682@bob.bt **OR** dupchen.lapcha@bob.bt not later than five working days prior to the date of bid submission. Any clarification made in the last five days prior to the submission of the bid, the Bank will not entertain any clarification.

3. Documents comprising bid

3.1. The bid must be accompanied by the following document:

i. Bid Security;
ii. Valid Trade license;
iii. Tax clearance;
iv. Bid Submission Form in Annexure I; and
v. Price Schedule in Annexure II

4. Bid Price

4.1. The bidder must quote all the items under this invitation and the quoted price shall be in Ngultrum inclusive of all taxes and duties. The quoted price shall be in Delivery Duty Paid (DDP), Thimphu, including levies/charges till the final place of delivery.

4.2. The final place of delivery is Thimphu Corporate Office, Bank of Bhutan, Norzin Lam, Thimphu.

5. Bid Validity

5.1. The bid shall be valid for **60 calendar 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.

6. Bid Security

6.1. The bid shall be accompanied by a bid security of Nu. **20,000.00** as lump sum amount along with the bidding document.

6.2. The bid security shall be in the form of Cash Warrant/Unconditional Bank Guarantee/Banker's Cheque/Demand draft in the name of the **Bank of Bhutan** issued by the Financial Institution enforceable in any Banks in Bhutan.

a) The Bid security shall be valid for 3 months beyond the date of submission.

b) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.

6.3. 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. Submission of Bids

7.1. The bidder(s) shall submit one's bid through tender.bt. The bid including all documents should be duly filled, signed and sealed.

8. Submission deadline

8.1. The deadline for receipt of your bid(s) and other required documents as per clause 3 of this document by the Purchaser is indicated on or before **28 August 2024 at 02:30 PM** Bhutan Standard Timing (BST). ***Late submission of bid(s) shall not be entertained.***

9. Bid Opening

9.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on **28 August at 03:00 PM** (BST)**.**

In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on the next working day at the same time.

10. Evaluation of Bid

10.1 Evaluation Methodology:

i. Evaluation shall be carried out as a single package, not as individual item.

ii. To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for

clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered or permitted. Failing to respond to the clarifications sought by the client within two days will be treated as non-responsive and hence be rejected.

iii. Non-compliance with the technical/product specification shall be considered as non-responsive bid and shall not be evaluated. The bidder needs to furnish the Brand/Model/catalogue of the quoted items along with the bid document. Failing to provide brand/model/catalogue of the quote items shall be directly rejected without evaluation.

iv. Bidders' bid complied with the technical specification shall be evaluated based on the **FINANCAIL BID** and **TECHNICAL BID**; 5% for technical bid and 95% for financial bid as mentioned below.

Sl. No.	PARTICULARS %	TOTAL (%)
1	**Delivery Schedule** i. 30 Days or less = 2.00% ii. 31 Days to 45 Days = 1.00%	2.00%
2	**Warranty:** i. Three years or more = 3.00%; ii. Two Years = 2.00%; and iii. One Year = 1.00%	3.00%
3	**Price**	95.00%
Total		**100.0%**

Financial Evaluation Matrix of Bidder "X" = Financial bid % * $\frac{\text{Lowest Bidder's Rate}}{\text{Individual Bidder's Rate}}$

10.2 In evaluating the bids, the Purchaser will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows; where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

10.3 where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.

11. Purchaser's Right to Accept Any Bid, and Reject/Cancel Any or All Bids

11.1. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject or cancel any or all the bids without assigning any reason whatsoever before awarding the contract.

12. Quantity Variation

12.1. 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.

13. Award of Contract

13.1. The awarding of contract shall be in single package.

13.2. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue Notification of Award/ Purchase Order to the successful Bidder.

13.3. Item shall be evaluated and contract shall be awarded in single package to the bidder offering the lowest evaluated bid.

14. Delivery Schedule

14.1. The supply of the Goods and related service shall be completed within **45 calendar days** from the date of issue of the Purchase Order, or the signing of the contract.

15. Performance Security

15.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant/demand draft/Banker's Cheque or unconditional Bank Guarantee in the name **Bank of Bhutan** issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award.

15.2. Performance Security shall be based on the warranty period and it should be six months more than the warranty of goods.

15.3. The performance security shall be forfeited in the following case, if the bidders:

i. Fails/withdraws to perform the contractual obligation under the purchase order/contract agreement;

ii. Supplied different product which is not as per the specification/supplied inferior products and

iii. Fails to replace the defective goods within 21 calendar days after notifying.

16. Liquidated Damage

16.1. If the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of **0.3%** per day for each day of delay to a maximum of **10%** of the quoted price.

17. FORCE MAJEURE

a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Payment Terms

18.1. No advance payment shall be made prior to the completion of project and the payment will make within 30 working days after submitting the invoices.

18.2. 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 suppler shall furnish necessary TDS Certificate to the Purchasers, issued by the Department of Revenue & Customs, RGoB.

19. Warranty Period

19.1. The minimum warranty period of the goods is one year. If any faults are detected in the Goods within one year from the supplied date, shall be bound to rectify the fault or replace the Goods by the supplier. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

19.2. Any goods found defective 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.

20. Submission of Bid

20.1. The Bidder shall submit the Bid Submission Form and Price Schedule as using the Form in the **Annexure I and II**: the bid submission form and the price schedule must be completed without any alterations to its content and any changes made in the bid submission form shall be directly rejected without evaluation.

20.2. A bid in which the Bid Submission Form and Price Schedule not duly filled, signed and sealed by the bidder shall be rejected.

21. Termination and debarment

21.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract ***[if applicable]*** in whole or in part at any time for its convenience.

21.2. If the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages.

21.3. If the Supplier fails to perform any other obligation(s) under the Purchase Order/Contract, and if the Supplier does not take any remedial action within a period of **21 calendar days** after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

21.4. If the supplier provides wrong information regarding the contract.

22. Governing Law

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

23. Dispute Resolution

23.1. 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.

Annexure- I: Bid Submission Form

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

Date: ..... [insert date of Bid submission]

Tender No.: ..... [insert number]

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

(i) We have no conflict of interest;

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

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

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

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

n) We accept the Vendor Performance Management System.

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

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

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

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

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

Annexure II*: Price and Delivery Schedule*

[Describe below the items, unit and quantity of the Goods and related Service required].

Sl. No.	Item Name	Qty (No.)	Rate (Nu.)	Amount (Nu.)	Delivery Period (Days)
1.	Low End IP Telephony (without Adaptor)	18			
Total		**18**			

Total Amount in Words	…… ……

Bidder's details; Name : …… Contact No.: …… email id : ……	Supplier's Signature Official Stamp
Date : ……/……/2024	

Annexure lll: Specification of IP Telephony and License

i.Low End IP Telephony

Feature	Specifications
Brand	To be mentioned by the bidder
Model	To be mentioned by the bidder
General Features	The phone should support Power over Ethernet IEEE 802.3af class 1/2/3 and should also have AC power adapter option
	Should feature a LCD display of at least 3.5” for information such as calling party name, calling party number, and digits dialled to be displayed.
	The phone should have two ethernet ports of at least 10/100 BASE-T Ethernet ports, one for the LAN connection and the other for connecting to PC/laptop.
	Corporate directory and Lightweight Directory Access Protocol (LDAP) integration.
	Ready access to missed, received or placed calls (plus intercom history and directories).
	The phone should support QoS mechanism through 802.1p/q.
	IP address Assignment by DHCP or statically configured
	Hands-free operation with full-duplex speaker-phone
	The phone should be a SIP based Phone i.e session Initiation protocol (SIP) supported
	The phone should support XML based services and applications.
	The phone should have a distinct LED indicator for message waiting.
	Should have keys for specific functionalities such as – voicemail, directories, settings, transfer, speakerphone, mute on/off, headset etc
	Media Encryption (SRTP) using AES
	Signalling Encryption (TLS) using AES
	Should support 802.1x
	Encryption of Configuration Files
	The phone should have the ability to register to call control server over an internet link with or without VPN.
	The phone should support IPv4 and IPv6 from day1.
	The phone should support at least 100 entries for call history i.e. missed, received, placed etc.
	It should support the following codecs: G.711a/μ-law, G.722, G.729a, iLBC
	The phone should have RJ9 headset port to connect any standards based headset. The phone should also have a separate headset key

	The phone also includes the following settings - Display contrast, Ring type, Network configuration, Call status
	The Phone should support the ability to provide different ringtones for internal and external calls.
	Should have volume control button for easy volume adjustments for the speakerphone, handset and ringer.
	The phone should support mounting against a wall
	The phone should support 2 programmable lines keys.
	The phone should the following features:
	Call forward
Calling Features	ii. Call pickup
	iii. Call waiting
	iv. Extension Mobility
	v. Auto answer
	vi. Message waiting indicator
	vii. Music on hold
	viii. Forced Authorization Code (Account Code/FAC)
	ix. Conference
	x. Music on Hold (MoH)
	xi. Corporate directory
	xii. Auto-detection of headset
	xiii. Busy Lamp Field (BLF)
	xiv. Callback
	xv. Immediate Divert
Power Supply	Power adopter should be provided for Phones to get power as no POE is available.
Warranty	The period of the Warranty shall be 01 (one) years for all parts and Service