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**DRUK HOLDING & INVESTMENTS LTD.**

**GROUP STANDARD BIDDING DOCUMENT**

**GOODS**



Part I: NOTICE INVITING TENDER

**NIT No: BT/Tools and Test Equipment/2024 dated 3<sup>rd</sup> June 2024**

1. Bhutan Telecom Ltd. invites eligible bidders to submit your e-bid for the supply of tools and test equipment.
2. Bhutan Telecom Limited would like to inform the interested firms to kindly visit the website [www.tender.bt](http://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](http://www.tender.bt) or else can be downloaded from the following links:-User manual for vendor registration-User manual for the Bidding process
4. SBD Timeline

<b>NIT No.</b>	<b>BT/Tools and Test Equipment/2023</b>
<b>Bid Submission &amp; EMD Submission Date &amp; Time</b>	On or before 17 <sup>th</sup> June 2024 (17:00 hrs)
<b>Bid Opening Date &amp; Time</b>	18 <sup>th</sup> June 2024 (14:00 hrs)
<b>RFP shall be available at</b>	<a href="http://www.tender.bt">www.tender.bt</a>

Part II: Terms and Conditions

1. Scope of Supply

- 1.1. The bidder(s) may quote for any or all items as per the technical specification as attached at Annexure -IV

2. Clarification to the bidding document

- 2.1. Further information can be obtained in writing from [procurement@bt.bt/manager.noc@bt.bt](mailto:procurement@bt.bt/manager.noc@bt.bt) not later than 13<sup>th</sup> June 2024.

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. Integrity Pact Document
- v. Catalogue and Datasheet
- vi. Any other relevant documents as required

4. Bid Price

- 4.1. All prices shall be quoted in BTN/INR. The quoted price shall be CIF, Phuntshlig including taxes, duties, and other levies to the final place of delivery if required.

- 4.2. The final place of delivery of Equipment is Bhutan Telecom , Phuntsholing.

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

*Or*

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

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

5. Bid Validity

- 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.

## 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 for up to 3 months.
- b) The Bid Security is to be uploaded online after submission of the quotation and original 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 the SBD timeline.
- c) Any Bid not accompanied by a 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 the 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.

## 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. The Purchaser shall issue a Notification of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of the Award/Purchase Order shall constitute a binding Contract.

## 10. Delivery Schedule

10.1. The supply of the Goods and related services shall be completed within **two months** from the date of issue of the Purchase Order/ signing of the contract.

11. Performance Security

- 11.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of a 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 the warranty period and will be returned after the end of the warranty period.

12. Liquidated Damage

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

13. Payment Terms

- 13.1. **100% payment** shall be released on receipt of full quantity of materials and no part payment shall be entertained during the execution of the supply order.
- 13.2. At the time of the release of payment, Tax shall be deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of Bhutan. The Purchaser shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

14. Warranty Period

- 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.
- 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.

15. Submission of Bid

- 15.1. The Bidder shall submit the Bid Submission Form using the Form in Annexure I if so required: 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.
- 15.2. As such a bid in which the Bid Submission Form is not duly filled, signed and sealed by the bidder shall be rejected.

16. Termination

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

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

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

17. Governing Law

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

18. Dispute Resolution

18.1. 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.

**19. Mandatory Documents to be submitted with the bid.**

**19.1. Bidders shall download Integrity Pact and resubmit/ upload duly filled, signed with Legal Stamp and completed form in original scan. Failing to upload, tender shall be considered non-responsive.**

**19.2. Samples to be provided at the time of evaluation failing which Tender will be considered non-responsive.**

Part III: Forms:

**Annexure-I Bid Submission Form**

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

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

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda number: ..... *[insert the number and date of issue of each addendum]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Schedule of Supply the following Goods and Related Services: *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]*;
- (d) The discounts offered and the methodologies for their application are:

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

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

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



- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]
- (i) We have no conflict of interest;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;
- (k) We have read the terms and conditions carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.
- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- n) We accept the Vendor Performance Management System.

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

In the capacity of \_\_\_\_\_ [insert legal capacity of person signing the Bid Submission Form]

Name: \_\_\_\_\_ [insert complete name of person signing the Bid Submission Form]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]



*Annexure II- Performance Security Form*

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

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

Bank's Branch or Office: *[insert complete name of Guarantor]*<sup>[LSEP]</sup> **Beneficiary:** *[insert complete name of The company]*<sup>[LSEP]</sup> **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)]*<sup>1</sup> *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]*,<sup>2</sup> 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 [SEP]
2. (2) *[insert name of Supplier]*, a corporation incorporated under the laws of [SEP]*[insert country of Supplier]* and having its principal place of business at *[insert address of Supplier]* (hereinafter called “the Supplier”). [SEP] 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”). [SEP] 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. [SEP]

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.: [SEP]

- (a) This Contract Agreement; [SEP]
- (b) The Special Conditions of Contract; [SEP]
- (c) The General Conditions of Contract; [SEP]
- (d) Technical Requirements (including Schedule of Supply and Technical Specifications.) [SEP]
- (e) The Supplier’s Bid and original Price Schedules; [SEP]
- (f) The company’s Notification of Award of Contract; [SEP]

- (g) The form of Performance Security; [SEP]
- (h) The form of Bank Guarantee for Advance Payment; [SEP]
- (i) *[Insert here any other document(s) forming part of the Contract]* [SEP]

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. 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: *[insert signature]*
- 7. in the capacity of *[insert title or other appropriate designation]* [SEP] in the presence of *[insert signature]* *[insert identification of official witness]*
- 8. For and on behalf of the Supplier [SEP] Signed: *[insert signature of authorized representative(s) of the Supplier]*
- 9. in the capacity of *[insert title or other appropriate designation]* [SEP] in the presence of *[insert signature]* *[insert identification of official witness]*

*Annexure IV- Technical Specifications*

Please quote as per the specification.

If sample required, vendors will be requested for submission during the evaluation time.

Sl. No.	Tools Name	Specification	Qty
1	Air Conditioning Installations & Maintenance tools Set	Set should have the listed tools. (Manifold Guage, Tube Cutter, Deboursing, Flaring tools, High & low pressure pipe bender, Swazing tools, Plier, Screw Driver set, Side cutter, Nose plier, Vaccum Pump, Charging Hose pipes, Temperature measuring, Measuring tap)	5
2	Allen Key Set	9-piece metric hex key set - 1.5mm, 2mm, 2.5mm, 3mm, 4mm, 5mm, 6mm, 8mm, 10mm)	2
3	Angle Grinder	Bosch GWS 750-100 Heavy Duty Corded Electric Angle Grinder, M10, 750W, 11,000 rpm, 100 mm Disc Dia., Direct Cooling, 1.8 kg + Wrench, Protection Guard, Auxiliary Handle & Wrench	4
4	E1 BER teaster	Handheld E1 TESTER	1
5	Cable drum Jack with	(Spindle=Material-solid iron, Capacity-4 tons, length-2 meters, diameter-64mm)	2
6	Cable cutter	(ANCHOR (39-024) BOLT CUTTER 24", CENTER CUT, 3/8" CUTTING CAP)	7
7	Cable cutter hydraulic	Heavy duty hydraulic cable cutter (14" Adjustable Side 14-48 Inch)	1
8	Cable Rollar double	Alunimium frame with plastic roller	2
9	Cable roller single	Alunimium frame with plastic roller	13
10	Ratchet puller 1.5 ton	Nagaki Ratchet puller, Model No: 20-7 capacity 1.5 ton with S hook, wire grips, steel handle, rotates full 360*	1
11	DG Filter Opener	Belt type oil filter wrench	5
12	Digital Clamp on met	<b>Fluke 376FC AC/DC Clamp Meter with iFlex )</b>	11
13	Digital Earth Soil Resis	Fluke 1630-2 FC Earth Ground Clamp	3
14	Driling Machine	Bosch GSB 600 RE13mm 600w	6
15	Ducting rod	(Rod dia-13mm, Length-200mtr)	1
16	LED Headlamp	LED, Rechargeable, High Power, Weather Proof, Adjustable Focus, Non Slip Grip, Adjustable Strap.	13
17	Fiber Fault Locator	Fiber fault locator VIAVI - Model No.- FFL-050	7
18	Fiber Live Detector	Optical Fiber Identifier Live Fiber Detector with VFL 10mW LED -40dBm to 10 dBm	2
19	Fiber Power Meter	Optical Power Meter - VIAVI - Model No.- OLP35V2	13
20	Fiber sheath cutter	PROSKIT's - Model No.- 8PK-325	3
21	Fiber stripper	TH-FTS4 Three-Hole Fiber Stripping Tool	13
22	Fiber Tube cutter	Optical Fiber Cable Tube Cutter, Transverse Stripper Cable Stripping 3-28mm	5
23	Grass cutter machine	Grass cutter, Heavy Duty, 50cc/1200 RPM/petrol engine ( HONDA)	8
24	Post Hole Digger	Steel handle post hole digger	3
25	Heavy duty power cable lug crimping tool	Hydraulic crimping tool, 11 dies 16-300 mm2 for Copper, Aluminum Terminal Pliers YQK-300 manual crimper	6

Sl. No	Description	Specification	qty
26	Heavy-duty hand Trolley with rubber wheel	Capacity 200 kg max	1
27	Ladder Folding 2m (A-Type)	A type double standing ladder, aluminium step, Aluminium tubular double sides step ladder, 2M	11
28	Ladder Extension 7m (Double extension)	7m Aluminium Double Section Extension Ladders & Stabiliser Bar Feet –30 Rung- Lightweight Metal Construction – Non-Slip Feet & Treads – Ribbed ‘D’ Rungs – Twin/Dual Adjustable Height Ladder with pulley and rope	9
29	Optical Fiber cleaver CT-08/FC-6S	SUMITIMO - Model No.- FC-6S	4
30	Optical Fiber Cleaner (Pen type),	One Click Cleaner (Pen Type) - SAVITRI - Model: SOCC-2.5	3
31	OSP Tools BOX Set	Pro'sKit, PK-1086B)	13
32	OSP Wave cutter (Cable cleaver)	SS Cable Cleaver Product code P4781004	12
33	OTDR (Optical Time Domain Reflectometer)	EXFO brand 3 in 1, OTDR readings, Power meter, laser light)	9
34	Power Chain Saw	Gasoline Mini Power Chain Saw NT5800	4
35	Crimping tool	2 in 1 Modular Cable Crimping Tool RJ45, RJ11	24
36	Network cable tester	Network Cable Tester Cable Tester Professional RJ45	9
37	Safety/ Traffic Cones	28" Orange Reflective Safety Cones	6
38	Safety belt	Fujii Denko 14TD-27 Pole Safety Belt. Outer Belt, 45mm(W) x 1200mm(L) (Curved). Inner Belt, 100mm(W) x 700mm(L) (Curved) with D-ring x 2pcs & V Square ring x 1pc.	26
39	Safety glove (Electrical)	Electrical	11
40	Safety Helmet	Proguard Heavy Duty Safety Helmet Yellow	38
41	Socket Wrench Set heavy duty	SEK No. 4024 1/2" (12.7) 24 PC	3
42	Speed Cutter	Bosch, 3500 RPM(Speed Control) 2000W	3
43	Wrench set	Prokit HW-6514B	15
44	Torx socket set	16-piece torx socket set	6
45	Torx screw driver set	Taparia Steel Long Handle Torx Screw Driver Set- T10,T15,T20,T25,T30,T40	9
46	Splicing machine electrode in pairs (8)	Fujikura Electrode for Fujikura 88S	4
47	Fusion Splicing machine	Fujikura 88S Splicing Machine, 146w X 159d X 150h)	4
48	Proskit Electronic Tool Kit	Pro'sKit PK-15308EM Field and Maintenance Tool Kit	11
49	USB to RS232 converter	Model USB-232-2	1
50	Laser distance meter	Laser Distance Meter: MTSE-04	1
51	Testing Handset	Lineman testing phone	2
52	Pressure gauge	Pressure Gauge R-22, R-12, R-134A and R-502 and Refrigerant Testing Charging Evacuation for Air Condition Tool Quick Adapter/Quick Coupler and 2 Acme, (Red and Blue)	4