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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS



Part I: NOTICE INVITING TENDER

NIT No: BT/ VEHICLE TYRES & TUBES /2022

1. Bhutan Telecom Ltd. invites eligible bidders to submit your ebids for the supply of **VEHICLE TYRES & TUBES**
2. Bhutan Telecom Ltd would like to inform the interested firms to kindly visit the website www.tender.bt for vendor registration and to submit the proposal online. [SEP]
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:[SEP]-User manual for vendor registration[SEP]-User manual for Bidding process [SEP]
4. SBD Timeline

NIT No.	BT/ VEHICLE TYRES & TUBES /2022
Bid Submission & EMD Submission Date & Time	On or before 31 st January 2022 (17:00 hrs)
Bid Opening Date & Time	(1 st February 2022 14:00 hrs)
RFP shall be available at	www.tender.bt

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 -II

2. Clarification to the bidding document

- 2.1. Further information can be obtained in writing from procurement@bt.bt not later than 30th January 2022.

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. Any other relevant documents as required
 - v. Data Sheet/ Catalogue

4. Bid Price

- 4.1. All prices shall be quoted in BTN/INR. The quoted price shall be CIF, Thimphu including taxes, duties and other levies to the final place of delivery, if required.
- 4.2. The final place of delivery of Equipment is Central Stores, Thimphu
- 4.3. Each item shall be evaluated and 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 lot. Price bids will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.
- 4.5. All price quoted shall be on 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 enlisted item in the future on repeat order basis for the entire period.
- 4.6. The order shall be placed as and when required for the year **2022**.

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 **lumpsum amount of 20,000** 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 3 months.
- 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.

OR

C) *The bid security /EMD EMD to be directly deposited using BTL BOB Account No: 100914942 (BTL Disbursement account) and the deposit details to be emailed to sonam.dema2203@bt.bt along with tender and vendor details.*

d) 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.

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 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 supply of the Goods and related service shall be completed within **one month** 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 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 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 Qty of materials and no part payment shall be entertained during the execution of the supply order.

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.

14. Warranty Period

14.1. If any faulty are detected during delivery, 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. Bid to be submitted in the e-procurement portal.

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:
- 16.2. 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; and
- 16.3. 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 **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.

Annexure I- 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) [Integrity Pact] [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. [SEP]

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

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

Annexure II- Technical Specifications

1. Please refer Material Description and model Number
2. Please submit datasheet / Catalogue.
3. The price quoted for the Tyres and Tubes should be Original.
4. Duplicate shall be rejected during the delivery of the Tyres.
5. Brand: Appollo and Equivalent