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BHUTAN TELECOM LIMITED

Terms & Conditions:

Bhutan Telecom invites to quote bid through procurement subject to the following terms and conditions:

1. Bid Security

1.1 All tenders should be accompanied by Lump sum EMD amount of Nu.20,000/- in the form of Cash Warrant/Demand Draft/an irrevocable Bank Guarantee. ***EMD to be submitted to nearest BTL Counter.***

1.2 The Bid Security shall be in the name of Chief Executive Officer, Bhutan Telecom Ltd. Thimphu Bhutan. Bid Security must be issued by any scheduled Bank and acceptable to Bhutanese Bank and shall have to be valid for three months from the date of opening of the bid.

2 Return of the Bid Security

2.1 Bid Security of bidders whose bids have been declared “Non-Responsive” shall be returned after such declaration.

2.2 Bid Security of "Responsive" but unsuccessful bidders will be returned after receiving Performance Security from the "successful bidder".

2.3 Bid Security of "successful bidder" will be returned after receiving Performance Security.

3 Forfeiture of Bid Security

3.1 If a Bidder withdraws its bid during the period of bid validity his Bid Security shall be forfeited.

3.2 If the "Successful Bidder", to whom the Notification of Award for the supply is presented, refuses or neglects or fails to furnish the required Performance Security, his Bid Security shall be forfeited.

4 Taxes and Duties

4.1 The bidder shall be entirely responsible for all taxes, duties, TDS and other such levies imposed outside and inside Bhutan.

5 Performance Security

5.1 Upon receipt of notification of award, the successful Bidder shall furnish a “Performance Security” to the purchaser within two weeks from the date of issuance of Purchase Order (PO). “Performance Security to be submitted to nearest BTL, Office.



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5.2 The amount of such “Performance Security” shall be not less than 10% (ten percent) of the total “Evaluated Price” of bidder’s offer.

5.3 The “Performance Security” shall be denominated in the currencies of the contract and shall be in the form of Cash Warrant/Demand Draft/ an irrevocable Bank Guarantee to be given by any branch of scheduled banks in Bhutan.

5.4 The proceeds of this “Performance Security” shall be payable to the purchaser as compensation for any failure of the Bidder to complete his obligations stipulated in the contract.

5.5 If supplier fails to deposit “performance Security” within one week from the date of issuance of PO, the order shall be treated as cancelled and it shall be placed to the 2nd Lowest Bidder.

5.6 The “Performance Security” shall be discharged with or without deductions (as applicable) to the supplier upon his completion of performance obligations as described in the contract terms.

6 Payment Terms

6.1 100% payment shall be released within 10 days from the date of delivery of the total volume of the purchase order and no part payment whatever will be entertained during execution of the contract.

7 Liquidated Damages

7.1 Delivery to be completed within one from the date of issue of our purchase order failing of which liquidated damages of 0.1% of the purchase order value for every day’s delay will be levied subject to a maximum rate of 10%. Purchase order shall be treated cancelled thereafter and will be awarded to the next lowest bidder. In case of such event, the clause no.11 shall come into force/effect.

8 Prices

8.1 Price quoted by the bidder shall be **CIF , Thimphu Stores**

8.2 The bidder should quote as per the specification provided in Bid Form and delivery schedule

8.3 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.

9 Purchaser’s Right



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- 9.1 Bhutan Telecom reserves the right to reject all or in part, the item supplied by the successful bidders during physical verification/technical testing if it believes that the goods supplied are non standard/non specific and unreliable in terms of quality.
- 9.2 Bhutan Telecom reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders of the grounds for the purchaser's action.
- 9.3 Bhutan Telecom reserves the right at the time of the contract to increase or decrease the quantity of item tendered, without any change in price or other terms and conditions.
- 9.4 Bhutan Telecom also reserves the right to call quotations and receive the same in the form of email or fax, directly from the manufacturers in India and other countries and compare the rates with those offered by the local suppliers. If need be, Bhutan Telecom also reserve the right to purchase the items directly without assigning any reasons thereof.
- 9.5 If the selected bidder fails to supply the full quantity of the bid, Bhutan Telecom shall cancel the order for the quantity not supplied and place the order to the next bidder in succession. However, Bhutan Telecom shall recover as liquidated damages, the difference between the contracted rates and the actual price paid to the next bidder for the quantity not supplied.

10 Mandatory Documents to be submitted with the bid.

- 10.1 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.

11 Warranty

The equipment should be having one year warranty from the date of delivery. The supplier should replace the equipment during warranty period if any damage & defects.

12 Technical Support and Queries

For further details and queries, please send your queries to procurement@bt.bt