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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT



Part I: NOTICE INVITING TENDER

NIT No: BT/Transportation & Installation of Telecom Equipment/ dated 1st February 2022

1. Bhutan Telecom Ltd invites eligible bidders to submit your bids for executing local Transportation of Equipment to the designated sites along with installation and commissioning works.
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.
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: -User manual for vendor registration -User manual for Bidding process
4. SBD Timeline

NIT No.	BT/Transportation & Installation of Telecom Equipment/2022
Bid Submission & EMD Submission Date & Time	On or 15 th February 2022 (17:00 hrs)
Bid Opening Date & Time	16 th 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 the service items available in e-procurement systems as per the site details attached subject to specified terms & conditions.

2. Clarification to the bidding document

- 2.1 Further information can be obtained in writing from cpsmobilepms@bt.bt/manager.procurement@bt.bt not later than **14th February 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. Price Schedule in PDF sealed & signed with Company Logo.
- v. Any other relevant documents if required

4. Bid Price

- 4.1. All prices shall be quoted in BTN. The quoted price shall be CIF, Site including taxes, duties and other levies to the final place of delivery/installation, if required (Please refer Site Details)
- 4.2. The final place of delivery of Equipment is Designated Site (Please refer Site Details)
- 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.

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 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 with the specified time in SBD timeline

(or)

- c) The EMD can be deposited directly to **BOB** account no **100914942** (BTL Disbursement account), and the details of the deposit by suppliers to be shared to email id sonam.dema2203@bt.bt
- 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 Transportation of the Goods and related service shall be completed within **2 weeks** for each site



from the date of issue of the Purchase Order/ signing of the contract and after dispatch of equipment from Phuentsholing/Thimphu. The Contractor should strictly quote and follow Contractor's Responsibility as per the **clause 14** mentioned below

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 delayed portion of works.

13. Payment Terms

- 13.1. **100% payment** shall be released on completion of work 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. Contractor's Responsibility

- 14.1 The contractor shall be fully responsible for any damages caused of the Equipment except force majeure prior to Acceptance test /handing taking.
- 14.2 If any Damages during the transportation or carrying installation works, the performance security shall be used to cover the cost of damages to replaced or rectified (or) the contractor should replace the new equipment or pay the cost amount of the equipment
- 14.3 The contractor shall perform the work stipulated in clause 10 above.
- 14.4 The contractor shall take full responsibility of performance, stability, reliability and durability of the facilities installed
- 14.5 A fortnightly progress report shall be submitted giving the details on the progress of



Transportation, installation and commissioning of the Equipment.

- 14.6 Any part of the work found not to the satisfaction of Bhutan Telecom shall be remedied at the expense of the contractor
- 14.7 Bidder or their representative should visit the site before submission of bids and full covid-19 protocols put in Place by Royal Government of Bhutan must be followed diligently. BT shall provide preliminary data as reference. HeadLoad details provided by BT is just for reference and not on actual.
- 14.8 Bidder should submit break up cost as per the site details and to be uploaded/submitted in Price Schedule however the total cost to be filled in the ebid BOM.
- 14.9 The contractor shall deploy minimum of one team per region for execution of Transportation & installation of tower, shelter, power & Monopoles.
- 14.10 The contractor shall handover balance materials to respective region/local BT offices or CHQ project section with proper-signed handing taking document. The contractor shall clean station and its surrounding and dispose wastes at the safe place post installation in accordance to the National Environment Commission policy.
- 14.11 The successful bidder/contractor shall submit the implementation schedule on the supply, civil works, installation and commissioning of tower, shelter and power based on the work plan shared by BT.
- 14.12 Any part of the work found not to the satisfaction of BT shall be remedied at the expense of the contractor.
- 14.13 The contractor shall execute any additional work orders at the unit price within the Contract period. The Employer shall decide the location of services.
- 14.14 The contractor shall follow guidelines of COVID-19 Protocol issued by Royal Government of Bhutan and any expenses pertaining to COVID-19 shall be borne by contractor. The expenses include the logistic and medical expenses for the employees of contractor/supplier.
- 14.15 The contractor shall develop and level the sites which includes tree felling while BT shall support and facilitate in obtaining approval from agencies.
- 14.16 Atleast 6 (six) team should be ready and available to deploy the works.



15. Submission of Bid

15.1. The Bidder shall submit the Bid online.

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-1

Refer Site details attached/uploaded in agency document (www.tender.bt)

