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## **Bhutan Telecom Limited**

### **NOTICE INVITING TENDER FOR CONSULTANCY SERVICES.**

**Sealed tender is hereby invited from the registered Consultancy Firms for carrying out the Consultancy Services for the Construction of 8-units staff quarters at Trashigang for Planning and Design of staff quarters for Bhutan Telecom Limited (BTL) at Trashigang.**

**For further enquiry please contact Civil Engineering Section, BTL at Telephone No. 02343434.**

**Chief Executive Officer.  
Bhutan Telecom Limited.**

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## PART - I

### LETTER OF INVITATION TO BID FOR THE CONSULTANCY SERVICES FOR THE PLANNING AND DESIGN OF 8-UNITS STAFF QUARTERS FOR BHUTAN TELECOM LIMITED (BTL) AT TRASHIGANG.

To,

M/s

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Dear Sir/Madam,

#### I. INTRODUCTION

1. Bhutan Telecom Limited (BTL) intends to construct 8-units staff quarters at Trashigang. This building is proposed to be located within the existing old Telecom staff quarters compound of BTL at Trashigang.
2. For the planning and design of the staff quarters building (hereafter called the “Project”), BTL intends to engage a qualified consulting firm to carry out the detailed preliminary building plan, detailed engineering, architectural & structural designs & drawings including bill of quantities. The Project duration for the planning and design phase is estimated to be 3 (*three months*). To qualify for this consultancy job, the intending consultancy firm should be registered with the CDB and have valid consultancy license. *A competent bidder should register with BT e-tender ([www.tender.bt](http://www.tender.bt)) with a copy of the valid trade license. CDB registration certificate and tax clearance certificate shall be uploaded along with the bid and whose document not submitted during the bid submission shall be rejected. Manual for vendor registration and Bidding process are uploaded on BT e-tender web ([www.tender.bt](http://www.tender.bt)).* The project background and required Firm’s services are given in Part-II (Terms of Reference).
3. All bidders are invited to submit only **FINANCIAL** offer at this stage for the services required under the Terms of Reference (TOR). The work for carrying out the consultancy services shall be awarded purely to a consultant firm who quoted lowest in terms of financial offers fulfilling the above criteria.
4. The proposals should be prepared and should be submitted through e-tender not later than **1600 hours on 29<sup>th</sup> September 2021** and same shall open on at **1430 hours on 30<sup>th</sup> September 2021** in the conference hall of BTL, Thimphu.

#### III. FINANCIAL PACKAGE

5. The bidder is required to quote the financial package on a cost-plus-fee basis. The rates should be quoted in Bhutanese Currency (i.e. in Ngultrum).

### **Detailed Engineering and Design:**

The total amount quoted for detail engineering and design should include the cost of the following items:

- i) Preliminary building & layout plans, architectural view/drawing.
  - ii) Final design memos, building layout plans, structural, electrical & architectural drawings. Sanitary/plumbing drawings and bill of quantities (Estimates). The preparation of estimate should be used latest BSR or analysis market price whichever is best suited for the Engineering works.
6. Generally, the consultancy firms are expected to have their own professional equipment/instrument for carrying out the engineering services. Since, the work is to be awarded to the lowest financial offer; ***Engineering and Design drawings need not be submitted during the bid submission.***

### **IV. TAXES**

7. The local taxes and duties as imposed in Bhutan should be included in the offer and evidence of such tax/levy should be submitted along with the offer. The Royal Government of Bhutan imposes 2% tax on contract value on any local consultant Firm/contractor. Hence, the rates/offer should be inclusive of 2% Local Consultancy Tax and this amount will be deducted at source from the total billed amount from each invoice raised by the Firm. Deduction of 2% Local Consultancy Tax at source is also applicable for any additional scope of work.

The representative conducting negotiations on behalf of the selected consulting firm must have written authority/power of attorney to negotiate the financial and other terms and to conclude a binding agreement. Should the negotiations prove unsatisfactory or if the firm does not submit adequate details of the cost data mentioned above, the firm submitting the next-ranked proposal will be invited for negotiations.

### **V. BID SECURITY, BID VALIDITY AND PAYMENT SCHEDULE**

8. Bidder shall furnish, as a part of its bid, a bid security of **two (2%) percent** of the quoted price and it should be valid for a period of **120 (one hundred and twenty) days** from the date of opening of the bids. The bid security shall be in the form of Bank Draft from a reputed bank or Bank Guarantee from reputed financial institutions, drawn in favour of the Chief Executive Officer, BTL, Thimphu.

***Original Bid Security should be submitted to any BT nearest office atleast a day before tender submission date. Please write your Firm Name, Mobile No and name of the work bidding for at the back of your bid security form (Cash warrant or bank guarantee)***

The bid should be valid for a period of 120 (one hundred twenty days) days from the date of opening of the bids. There shall be no price escalation applicable to the rate quoted for the whole project period.

**The terms of payment shall be as follows:**

For Detailed Engineering and Design

- a. 20 % advance on total amount for detailed engineering and design towards mobilization fund shall be released immediately after signing of the Contract Agreement wishing to claim upon submission of an equivalent Bank Guarantee drawn in favor of the Chief Executive Officer, BTL, Thimphu. The commission charge for demand draft shall be borne by the consulting Firm.
- b. Final invoice for payment will be settled only on satisfactory completion of the services and after receipt of the final report and documents as required and final approval from the Authority. BT shall deduct ten percent (10%) as security deposit from the quoted services charges and shall release only after completion of the project from the construction contractor side.
- c. Within ten (10) days of the receipt of notification of award from the client, the successful bidder shall furnish the performance security in favor of the Chief Executive Officer in an amount equivalent to ten percent (10%) of the service price quoted to guarantee the faithful compliance of firm's obligations under the contract. The Performance security shall be valid at least six months from the date of issue from the Bank.

## **VI. VISIT TO PROJECT SITE**

9. In order to familiarize with the project and to assess the extent of the Services, the bidder must visit the project area. However, it should be clearly understood that any cost incurred by you for collection of preliminary information, for preparation of the proposal or for the subsequent negotiations will be solely at the bidder's own expenses.

## **VII. ADDITIONAL INFORMATION**

10. BTL shall endeavor to provide any additional information or data required for the project but any delay in providing with such additional information will not be considered a reason for extending the submission date of the proposal.
11. In case of award of contract, the consultancy firm should depute own staff/personnel for collection of any data, drawing reports etc. required for the project. During such time BTL shall provide the Firm with necessary counterpart services.

12. BTL reserves the right to make any necessary changes / addenda / corrigenda in the work scope and in the Draft Contract Agreement during contract negotiations and signing if so desired by BTL.

#### **VIII. DURATION OF THE AGREEMENT**

The contract agreement shall be valid from the date of signing by both the parties and the period of service shall be for a *project duration of 3 (three) months* for Detailed Engineering and Design unless mutually agreed to by both parties. For non-delivery of services on agreed time frame, the consultancy firm shall impose a penalty of 0.1% per day of the service price and however, the total amount of liquidity damages shall not exceed ten percent (10%) of the quoted service value.

#### **IX. COST OF PREPARING PROPOSALS**

The consulting Firm will not be reimbursed for any expenses whatsoever incurred arising from or consequent upon the preparation and/or submission of proposal, and will have no claim against the client in the event of no award being made at all.

#### **X. REJECTION OF PROPOSALS**

The client reserves the right to accept or reject any or all proposal without having to assign any reason thereof.

## **PART - II**

### **TERMS OF REFERENCE (TOR)**

#### **1.0 BACKGROUND**

- 1.1. BTL intends to construct 8-units staff quarters at Existing BTL staff quarters building by demolishing the existing old building. This building is proposed to be located within the Telecom staff quarters compound area. (The site plan is attached as annexure –I or may be collect from the civil engineering office).
- 1.2. For the planning and design of Staff Quarters Building (hereafter called the Project), BTL will engage a qualified consulting firm to carry out the detailed building layout plans, detailed engineering, architectural/electrical/structural and designs/plumbing or sanitary and bill of quantities for approval. The project duration for the planning /design phase is estimated to be **3 (three) months**. Based on the engineering details/drawings prepared by the consulting Firm, approval will be sought from the BTL Management.

#### **2. OBJECTIVES**

- 2.1. The objective of this Project is to provide a suitable staff quarters building by demolishing existing old staff quarter building for which the services of a qualified consulting engineering firm is sought to, prepare detailed engineering designs/drawings including the bill of quantities with specifications and approval of plans and drawings from the Management.
- 2.2. The consulting Firm will be required to design base on the following and any other minor modifications deemed necessary as per the instruction of BTL management.
  - For optimum utilization of space (both horizontally and vertically) as well as considering the safety of the existing structure nearby which has been already built.
  - An approved plot of the proposed construction area shall be issue to the successful bidder and the firm is require to design accordingly considering all factors.
  - In the design, BTL desires to facilitate 2 –bed rooms, 2-toilet (1 attached & 1 common), 1 sitting room, 1 kitchen and a verandah in each unit within the available plot.
  - The Design Consultant will come up with the complete layout of the proposed building as well as recommendation of the site/location of various building in and around the compound.
  - A good physical environment inside the building for the well-being of the users, which not only enhances the living environment but also, improves their productivity. Therefore, the room sizes, room height, floor and wall finish, lighting, heating, sound insulation, etc. should provide an acceptable indoor environment.

- The design space should be accommodating at least 8-units staff quarters in this proposed building.
- The Design Consultant shall prepare detailed “space needs assessment report” in consultation with the BTL before any detailed engineering activity can start.
- The winning Design Consultant shall refer to Bhutan Telecom Ltd organogram on future growth. However, the suggestions and recommendation from the Design Consultants are requested and will be taken in to consideration if found acceptable to the management.

### 3. SCOPE OF CONSULTANCY SERVICES

The Consulting Firm shall be responsible for carrying out the following works:

- i. Draft preliminary proposed building plan & layout plans, architectural view/drawing.
- ii. Final design memos, building layout plans, structural, electrical & architectural drawings, sanitary/plumbing fittings drawings, bill of quantities with technical specifications.
- iii. Submission of set drawings to Dzongkhag as well follow up action for approval from the relevant concerned Authority.
- iv. To study safety structures of the proposed building and recommendations as per the findings.

#### ENGINEERING & DESIGN SERVICES.

- a) Provide Consultancy Services for proposed building and facilities needs assessment along with site survey building based on the available resources (e.g. land, location) and review of BTL’s proposal and other Firms’ reports, if available. Then the consulting Firm/planner shall prepare the assessment report in close consultation/discussion with BTL to this effect as part of inception report. ***Half-day workshop/conference should be held between Official concerned and winning Consultant firms to finalize the scope of this service.***
- b) Provide engineering services for the detailed planning of the various requirements as identified in such as space requirement, approach road, parking space, drainage, electricity requirement, water supply and sewerage disposal requirement, telephone/internet services, ventilation, heating & cooling system, fire- fighting, etc.
- c) Prepare preliminary layout plans, architectural drawings, plan of building and with above basic requirements after consulting with BTL. This should be submitted due before ***three weeks (twenty one days)*** of commencement of the consultancy services.



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- d) Carry out detailed architectural drawings, electrical drawings, structural designs/drawings, costing and estimation based on detailed bill of quantities of items of work including preparation of technical specifications suitable for obtaining approval from BTL management and enabling construction thereof. All design calculations governing loading and analysis shall be based on the Bureau of India Standards / International Standards, specifications and code of practice and sound engineering practices including seismic load. The consulting Firm shall strictly follow prevailing local norms and guidelines regarding building rules. It shall be the responsibility of the Firm to provide necessary clarifications/details to the satisfaction of the client, whenever required for obtaining approvals of the plans/designs/drawings. This will call for interactive approach for close consultation with BTL and winning consultancy firm at the design stage itself.
- e) The consulting Firm shall ensure that all aspects of engineering are incorporated in the plans and designs e.g. acoustic, seismic, efficient cooling system, lighting, safety, basic services, etc. are taken into consideration. ***All fixtures shall be specified by Brand & Model as far as possible.***
- f) The consulting Firm shall before finalizing the detailed plans, designs and drawings hold a conference/workshop among BTL counterparts soon after the submission of the draft final reports. Any change/suggestion/modification/deletion proposed/suggested in this workshop/conference by the stakeholders/participants shall be duly incorporated in the final documents.
- g) The Consulting Firm shall provide any addition/modification/change/deletion in the scope of services in design and drawing when requested for such incorporation specifically by the client. The consultant shall comply with such requests without any claim for time extension.
- h) If found during verifications or in the time of execution of the project, the itemized cost both in **quantity** and **cost** deviated more than plus or minus twenty percent (+/- 20%) from the estimates submitted in the proposal the winning consultancy firm shall submit a written explanations with justifications to the client. Failure to comply as per the client's instruction shall forfeit the ten percent (10%) Security deposit deducted from the consultant services bill.

The Firm shall prepare and submit the following documents for the services described above:

- i. Draft preliminary building & layout plans, architectural view/drawing - within three weeks (twenty one days) from the date of award of work.
- ii. Final design memos, building layout plans, structural, electrical & architectural drawings, sanitary/plumbing drawings, bill of quantities with technical specifications- 3 copies.

Over and above, the winning Firm shall also submit the above final documents in Pen drive (AutoCAD drawing/software which is editable/changeable) for making additional copies/modifications, if required by BTL. BTL have the right to use these materials in other location/places with changes in the drawings or title blocks. ***These materials shall be the property of BTL and nothing extra shall be claim from the consultancy firm.***

#### **4. SERVICES & FACILITIES FOR THE CONSULTANT.**

- a) BTL will provide the necessary counterparts during Firm's visit to the project area if required.
- b) BTL will liaise with the relevant authorities to obtain legal and administrative permits to enable the Firm's personnel with immigration and customs, and will assist the consulting Firm's personnel (if hired from outside the country) with immigration and customs' clearance on their arrival in and departure from Bhutan for the performance of their services. If the Firm wishes to visit the project area before submitting the proposal, one-week's advance notice shall be given to the client.
- c) Generally, the consulting Firm being professional is expected to have his own professional equipment/instruments for carrying out the engineering services
- d) The Firm shall make his own arrangement for office/work place at home office or at site along with communication/transport facilities.

**PART - III**

**PRICE SCHEDULE**

**1. ABSTRACT OF TOTAL CONTRACT COST (Financial package)**

The firm shall quote in Lump sum amount covering all the expenses and nothing extra shall be paid.

**In Figure (Nu.).....**

**Total in Words: .....**

.....

## **PART - IV**

### **INTEGRITY PACT**

**PART - V**

**BID FORM**

## INTEGRITY PACT

*The Bidder shall fill in and submit this form with the Bid (Compulsory)*

### 1 General:

Whereas **Mr. Karma Jurme, Chief Executive Officer representing Bhutan Telecom Limited**, hereinafter referred to as the **“Employer”** on one part, and (Name of bidder or his/her authorized representative, with power of attorney) Mr.....representing ( Name of Firm) M/s ....., hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable to **all** scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

### 2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**<sup>5</sup> and **contract administration**<sup>6</sup>, with a view to:

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

### 3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

<sup>5</sup> Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>6</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.



#### **4. Commitments of the Employer:**

The Employer Commits itself to the following:-

- 4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

#### **5. Commitments of Bidders**

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.





## 6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

## 7. Monitoring and Administration:

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at (place) \_\_\_\_\_ on (date) \_\_\_\_\_



CHIEF EXECUTIVE OFFICER  
BHUTAN TELECOM LTD.

Affix  
Legal  
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID : 1 1 5 0 3 0 0 0 6 3 2

CID :

Witness:

*Angel*

Witness:

Name & Sign: *Sangay Wangdi*

Name & Sign: \_\_\_\_\_

CID : 1 1 0 0 7 0 0 1 2 7 0

CID :





**Section VIII. Form of Bid****Contractor's Bid*****Notes on Form of Contractor's Bid***

*The Bidder shall fill in and submit this Bid form with the Bid (Compulsory)*

**Please fill up the IP form at the end. Incompletely filled forms will be rejected.**

**Name of Work:** .....

**To:**

***Chief Executive Officer. ,  
Bhutan Telecom Ltd.  
Thimphu Bhutan***

Having examined all the Bidding Documents (with reference ITB 8), including addenda [*insert list*], we offer to execute and complete such works in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of Nu.....  
[Ngultrum.....  
....]

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 3.1;

We have no conflict of interest in accordance with ITB Sub-Clause 3.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.3.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:





Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")."		

In case if I withdraw my bid after opening for whatsoever reasons, *I agree to the forfeiture of the EMD/Bid Security and also I shall be bound to pay the cost difference (positive) between my bid with that of the next lowest evaluated bidder and failure on my part to do so within a month, will authorize the client to debar my firm for a period of 2 years.*

Our duly executed Integrity Pact Statement is attached herewith as Appendix A. Incompletely filled up Integrity pact statements will be rejected.

Authorized Signature: \_\_\_\_\_

(Affix Legal Stamp)

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Contact no (mandatory): \_\_\_\_\_

