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BHUTAN TELECOM LIMITED

TENDER NAME: BT/Comfort Air Conditioner /2019

TERMS & CONDITIONS

Bhutan Telecom invites sealed bid (single stage single envelope basis) from the eligible firms for supply, installation & Commissioning of Comfort Air Conditioner at Thimphu as specified in **Annexure I** for the year 2019 subject to the following terms and conditions:

1. Submission of Bids

- 1.1** Sealed tenders containing the bids shall be marked as Tender for “**Supply, installation & commissioning of Comfort Air Conditioner at Thimphu**” and submitted to the following address:

**CHIEF EXECUTIVE OFFICER
BHUTAN TELECOM
DROPEN LAM 2/28
P.O.BOX.NO.134
THIMPHU 11001, BHUTAN**

- 1.2** Sealed bids shall be submitted **on or before 11:00 hours of 30th April 2019** to the “**Finance Section**”. Tenders will be opened at **2.00 PM** on the same day in the conference hall of Bhutan Telecom.

- 2.1 Bid Security:** All tenders should be accompanied by EMD of 2% of the bid value in the form of Cash Warrant/Demand Draft/an irrevocable Bank Guarantee. *EMD to be submitted in a separate envelope.*

- 2.2** 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.

3 Return of the Bid Security

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

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

- 3.3** Bid Security of "successful bidder" will be returned after receiving Performance Security.



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4 Forfeiture of Bid Security

- 4.1 If a Bidder withdraws its bid during the period of bid validity his Bid Security shall be forfeited.
- 4.2 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.

5 Late Bids

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, shall be declared as "late" and shall be returned unopened to the Bidder.

6 Taxes and Duties

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

7 Performance Security

- 7.1 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).
- 7.2 The amount of such "Performance Security" shall be not less than 10% (ten percent) of the total "Evaluated Price" of bidder's offer.
- 7.3 The "Performance Security" shall be denominated in the currencies of the contract and shall be in the form of Cash Warrant/Demand Draft to be given by any branch of scheduled banks in Bhutan.
- 7.4 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.
- 7.5 If supplier fails to deposit "performance Security" within two weeks from the date of issuance of PO, the order shall be treated as cancelled and it shall be placed to the 2nd Lowest Bidder.
- 7.6 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.



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8 Payment Terms

100% payment shall be released within 10 days from the date of successful installation & commissioning and after UAT (User Acceptance Test), and no part payment whatever will be entertained during execution of the contract.

9 Liquidated Damages

Work to be completed within 2 **(two) months** from the date of issue of our purchase order. Failing to complete the work within the time specified above, 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.

10 Prices

10.1 Bid Price should be submitted in Company's formal letter head.

10.2 Equipment Price quoted by the bidder shall be **CIF, Site**. The bidder should quote as per the specification provided in the annexure -1 and delivery schedule

10.3 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.

11 Purchaser's Right

11.1 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.

11.2 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.

11.3 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.

11.4 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.



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11.5 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 (or) the Performance Security deposit shall be forfeited.

12 Mandatory Documents to be submitted

12.1 The catalogues & detailed specification of the items offered shall be enclosed with the bids.

12.2 Bidders shall submit the duly filled, signed with Legal Stamp and completed Integrity Pact along with tender documents.

12.3 Bidders shall submit a copy of valid trade licenses and other necessary documents with the bid document.

12.4 Bidder should submit OEM (Original Equipment Manufacturer) Authorization / Dealership certificate

12.5 Failing to submit any of the above documents, bid shall be considered non-responsive.

13 Warranty: One year from the date of installation & commissioning of the equipment.

14 Cost of Bidding: The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser shall not be responsible or liable for those costs, regard less of the conduct or outcome of the bidding process.

15 Scope of work: Supply, Installation & Commissioning of Comport Air Conditioner at Thimphu, Western Region.

16. Inspection / Testing: The Equipment shall be inspected during delivery.

16 Contract Signing

The successful bidders within two weeks after receiving the Notification of Award should submit Performance Bank Guarantee and sign the contract document

17 Technical Support and Queries

For further details and queries, please send your queries to agmpower@bt.bt/tashi.tshomo@bt.bt



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INTEGRITY PACT

1 General

Whereas **Mr. Karma Jurme** (*Name of person*) representing Bhutan Telecom Limited (*Name of Agency*), Royal Government of Bhutan, hereinafter referred to as the Employer on one part, and _____ (*Name of person*) representing the (*Name of Bidder*) as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, 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, goods and 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.



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- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

4. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will 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, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly 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 or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



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5 Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Earnest Money / Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

6. Conflict of Interest

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).



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6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

7. Examination of Books of Accounts

7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

8. Monitoring and Arbitration

8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

9. Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at _____
on _____

EMPLOYER

BIDDER

----- (Affix Legal Stamp)
Name & Sign

Witness:

Witness:

1. _____

1. _____
Name & Sign



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DECLARATION OF CONFLICT OF INTERESTS

(Sample)

Name of the Committee member/Committee _____

Subject: _____

Date: _____

Financial Interest:

Close Personal Relationship:

Other Potential Conflicts of Interest/Enmity:

I hereby declare that the above details are correct to the best of my knowledge and I make this Conflict of interest declaration in good faith.

-Signature (*Employee*)

Date: _____

(*To be filled by Chairperson of the Committee*)

I hereby declare that I have received and appropriately noted this conflict of interest to be:

Actual Perceived **Potential** Pecuniary Non-pecuniary

Signature (Chairperson)

Date: _____

Brief descriptions of the types of conflict of interest

Financial/Pecuniary interests

Money does not need to change hands for an interest to be pecuniary/financial. People have a pecuniary/financial interest if they (or a relative or other close associate) own property, hold shares,



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have a position in a company bidding for government work, or receive benefits (such as concessions, discounts, gifts or hospitality) from a particular source. Or when there was actual exchange of cash in the form of loan or lending of money between the two parties.

Close Personal Relationship:

Close personal relationship should include anyone who is related through blood.

Other Personal relationship:

Other personal relationship should include everyone who enjoys intimate relationship like family doctors, lawyers, and close friends.

Enmity

Conflict of Interest not only occurs in the form of good relations, it can equally or more seriously occur in the situation of enmity.

Conflicts of interest can be actual, perceived or potential.

- An **actual conflict of interest** involves a direct conflict between a public official's current duties and responsibilities and existing private interests.
- A **perceived** or **apparent conflict of interest** can exist where it could be perceived, or appears, that a public official's private interests could improperly influence the performance of their duties – whether or not this is in fact the case.
- A **potential conflict of interest** arises where a public official has private interests that could conflict with their official duties in the future



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Annexure-I PRICE BID Form:

NB: New Bidders are requested to submit price bid as per the below form in Company's formal letter head having all the contact details (emails, landline/mobile contacts) for future correspondence.

SI	Item Name	Specifications	UoM	Qty	Rate	Amount
1	COMFORT Air Conditioner	Inverter Type, Floor Standing Multi Air Conditioner Refrigerant, R410A/R407C Wattage: 3.5/4 kW, Supply Voltage: 160 - 270 Volts, 50 Hz. with all the accessories such as stand, power cables, copper pipes (hot & cold), MCB, etc (The air conditioner should be used in the cool, heat and dry conditions) Make: Daikin, Blue Star, Toshiba, Panasonic, Voltas	Sets	3		
2		Installation and Commissioning charges Grand Total (in Figure)	Set	3		

Grand Total in words _____