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Tashi InfoComm Limited

TASHI INFOCOMM LIMITED

BIDDING DOCUMENT FOR SUPPLY OF

“POWER & UTILITY EQUIPMENT”

Reference No: TICL/PRO-08/2022/116

Date: 07 / 04 / 2022


Procurement Officer
Procurement & Inventory Section
Tashi InfoComm Ltd.
Thimphu : Bhutan



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**SECTION-I
INVITATION OF BIDS FOR SUPPLY OF**

“Power & Utility Equipment”

1. Tashi InfoComm Limited hereinafter referred to as **“Purchaser”** invites sealed bids from eligible Bidders for the supply of Power & Utility Equipment.
2. Interested eligible bidder(s) may obtain further information on the bid form directly from our website- www.tashicell.com or from Procurement & Inventory Section, Norzin Lam, Post Box No. 1502, Thimphu, Bhutan. Contact Procurement & Inventory Section at the given contact details during office hours Only.
3. The Purchaser shall not be responsible for any costs or expenses incurred by the Bidder(s) in connection with the preparation or delivery of Bids.
4. All Bidders/Representatives of the Bidders may be present during the Opening of the Bidding Documents.
5. All correspondences with regard to the Bidding Documents shall be made in writing or email to the following address. Telephone enquires shall not be accepted.

Address for communication/contact.

Procurement & Inventory Section,
Tashi InfoComm Limited,
Norzin Lam, Post Box No-1502,
Thimphu, Bhutan.

Email:

procurement@tashicell.com/manager.procurement@tashicell.com/manager.power@tashicell.com


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**SECTION-II
INSTRUCTION TO BIDDERS**

A. GENERAL

1. Scope of Bid:

- 1.1. The scope of Bid shall be the supply of Power & Utility Equipment.
- 1.2. All the Bids are to be completed and submitted to the Purchaser in accordance with the Instruction to Bidders.

2. Eligibility:

- 2.1. The invitation for Bid is open to all the interested licensed national and global suppliers.

3. Cost of Bidding:

- 3.1. The Bidder(s) shall bear all costs associated with the preparation and delivery of its Bids, and the Purchaser shall in no case be responsible or liable for those costs.

4. Bidding Documents:

- 4.1. The Goods/Services required Bidding procedures and terms & conditions are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Document includes:
- Instructions to Bidders
 - General Terms & Conditions
 - Detail list of Goods/ and or Services to be supplied along with detailed specifications.
- 4.2. The Bidder(s) are expected to examine the Bidding Document, including all Instructions, Forms, Terms, and Specifications. Failure to furnish all information required by the Bidding Document or submission of a Bid not substantially responsive to the Bidding Document in every respect will result in rejection of the Bid.

5. Bid Prices:

- 5.1. The Bidder(s) shall complete the appropriate Price Schedule included herein, stating unit prices, extended amount and the expected countries of origin of the Goods to be supplied, if applicable
- 5.2. Prices quoted by the Bidders shall remain fixed and valid for the period stated in **Section-II, Clause 6** of the Bidding Document, and will not be subject to variation on any account.
- 5.3. The bid Currency shall be Ngultrum (Nu) for this bidding document. Except for third country bidder(s), the bidder(s) from the rest of the countries are not allowed to quote in US dollars. The third country bidder(s) who quoted in US Dollar shall be converted into Ngultrum at the prevailing exchange rate (Selling TT rate of any financial institution) as on the date of tender opening for evaluation purpose.



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5.4. Trade Terms shall be:

Unless otherwise stated, the following shall be the trade terms for this bidding document:

- a) For Local & Indian Bidder(s): CIF, TICL Warehouse, Thimphu, Bhutan
- b) For Third Country Bidder: CIF, Kolkata, India.

6. Bid Validity:

- 6.1. The Bids shall be valid for 12 months from the date of Bid Submission.

7. Taxes/Duties & other levies:

- 7.1. Unless otherwise stated, the applicable taxes/duties/any other levy both within and outside Bhutan shall be under the scope of the Bidder.
- 7.2. The third country bidder(s) or bidder(s) from India may exclude applicable taxes/duties while submitting the bid. The applicable taxes including customs clearance within Bhutan shall be under the scope of the Purchaser. However, applicable taxes/duties, etc shall be factored in during the time of evaluation to determine the final landing cost.

8. Evaluation:

- 8.1. The purchaser shall evaluate the quotations based on specifications given in the bidding document to ascertain the lowest evaluated bidder(s).
- 8.2. The evaluation shall not only be based on the quoted rates but the specifications and complete datasheet of the Power & Utility Equipment against the purchaser's requirement.
- 8.3. The Evaluation Team & Management Tender Committee's evaluation decision shall be final and binding, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform and explain the affected Bidder or Bidders on the grounds of the evaluation team & Management Tender Committee's evaluation decisions and reports. In addition, the performance of previous tenders with the Purchaser, if any shall also be factored in during the time of evaluation.
- 8.4. The lowest quoted unit rates alone do not guarantee the award of contract/purchase order.
- 8.5. The evaluation shall be based on the respective line-item basis. The bid shall not be considered as a "single package".

9. Award of Purchase Order/Contract:

- 9.1. The Purchaser shall award the PO or supply contract to the Lowest Evaluated bidder(s) for the respective line-item(s).

10. Delivery:

- 10.1. Delivery should be completed as per the given schedule:



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- a) Within 45-60 days from the date of confirmed PO depending on the nature of the items(s) awarded to the respective successful bidder(s).
 - b) The detailed terms & conditions shall be mentioned in the confirmed Purchase Order/Supply Contract.
- 10.2. The purchaser (TICL) may provide delivery time extension beyond the actual delivery date taking into account the actual need-by-day and project schedule of TICL. However, subject to the approval of the Management Tender Committee after levying the Liquidity Damaged (LD) Penalty.
- 10.3. The Time Extension request/provided may not exceed 15 days at the maximum OR depend on the approval granted by the Management Tender Committee of the purchaser. The supplier has to send an email/in writing requesting a time extension with genuine reasons (along with supporting documentation).

11. Inspection of Goods:

- 11.1. The goods are subject to Physical Inspection upon delivery at TICL Warehouse and testing & commissioning in due course of time. The Goods found to be faulty, DOA, not meeting specifications/requirement of TICL after the final inspection, installation, and testing shall be rejected at the cost of the bidder.

12. Warranty (If applicable):

- 12.1. The Warranty shall be a minimum of 12 months from the date of delivery OR standard manufacturer's warranty, whichever is longer.

13. Payment:

- 13.1. The Payment shall be made 100% against delivery within 7 working days from the date of receiving of the Bill/Invoice.
- 13.2. Advance payment up to a maximum of 30% of the total PO value may be released at Purchaser's discretion against furnishing equivalent amount of bank guarantee for the advance payment valid 3-6 months beyond the delivery deadline.

14. TDS/FCT:

- 14.1. TDS (Tax Deduction at Source) and or FCT (Foreign Contract Tax) shall be deducted as per the existing Rules and Regulations of the Department of Revenue & Customs, Bhutan (wherever applicable).


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15. EMD (Earnest Money Deposit):

- 15.1. The bidder should submit **not less than 2% of the total quoted value** as part of the EMD along with the quotation in the form of Demand Draft or Bank Guarantee from any of the financial institutions located in Bhutan. The bidder(s) other than Bhutanese national can furnish EMD from the financial institutions in their respective countries OR from any of the Bhutanese Financial Institutions. The EMD may be directly deposited into the Purchaser's bank account (please contact the purchase requesting bank details via email).
- 15.2. The bidder(s) failing to submit the EMD as per the requirement shall result in the rejection/cancellation of their bid.
- 15.3. The EMD shall be valid for 30 days beyond the submission/submission deadline of the bidding document. The EMD should be drawn in favor of **"Tashi InfoComm Ltd., Norzin Lam, Thimphu, Bhutan"**.
- 15.4. EMD of unsuccessful bidder(s) shall be returned promptly after the finalization of the quotation.
- 15.5. EMD shall be forfeited if:
 - a) A bidder withdraws its bids prior to the finalization of the bids in every respect.
 - b) The successful bidder fails to submit Performance Security as per the terms specified in the bidding document.
- 15.6. EMD of the successful bidder shall be returned promptly upon submission of Performance Security.

16. Performance Security:

- 16.1. The successful bidder should submit not less than 10% of the total PO/contract value as Performance Security within 1 week from the date of PO/signing of the supply contract.
- 16.2. Performance Security shall be drawn in favor of **"Tashi InfoComm Ltd, Thimphu"** in the form of a Demand Draft or Bank Guarantee or can be deposited directly into the purchaser's bank account (contact purchaser via email requesting bank details).
- 16.3. Performance Security shall be valid for the period of **1 YEAR** from the date of Purchase Order/Supply Contract.
- 16.4. If the successful bidder fails to submit the performance security within 1 week, the EMD shall be forfeited and the purchase order shall stand canceled and awarded to the second-lowest evaluated bidder.
- 16.5. Performance Security shall be returned within 1 week from the date of successful completion of all obligations under the issued Purchase Orders or signed supply contract.



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16.6. Performance Security shall be forfeited if:

- a) The successful bidder fails to execute the supplies/works as per the terms and conditions stated in the purchase order in any manner deemed unsatisfactory by the purchaser (TICL) or the end-user(s).
- b) The successful bidder fails to deliver the goods on the given deadline and is not recommended by the end-user(s) for a time extension or replacement.
- c) The goods supplied do not conform to the specifications/brands/requirements, etc stated in the purchase order/BOM.

17. Liquidity Damage (LD) Penalty:

17.1. The LD penalty shall be charged at 0.1% per day up to a maximum of 10% of the total PO value should the supplier fail to deliver on the specified deadline.

18. The purchaser Right:

18.1. The Purchaser reserves the following rights without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform and explain the affected Bidder or Bidders on the grounds of the Purchaser's action:

- a) The right to accept or reject any Bid and reject all the Bids at any time prior to issuance of Award Notification and or Purchase Order.
- b) The right at the time of award of the purchase order to increase or decrease the quantity of Goods specified in the Bidding Document, without any changes in the price or other terms & conditions.
- c) The right to reject all or in part, the item supplied during the time of physical inspection/testing or found to be non-standard/non-specific/unreliable in terms of quality/not meeting specification.
- d) The right to direct negotiation, call quotations and receives the same via email from the manufacturers; authorized distributors; authorized dealers; frequent supplier(s) of similar goods in Bhutan/India/China/Other countries to compare the rates with those offered by the vendors through this Bidding Document. If need be, to procure directly. The Purchaser also reserves the right to negotiate with the lowest evaluated bidder(s) or all of the bidders at any time prior to award of Purchase Order/Signing of Supply Contract.

18.2. Should the selected Bidder(s) fails to supply full order quantity within the given deadline, the purchaser reserves the right to cancel the quantities not supplied and place an order to the Second Lowest Evaluated Bidder. In such a case, the Purchaser shall recover as part of Liquidated Damages, the difference amount between purchase order rate and the actual rate paid to the second-lowest evaluated bidder for the quantities not supplied. The amounts shall be either adjusted from the Performance Security or bill/invoice amount of the supplied quantity.



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19. Force majeure:

- 19.1. Force Majeure shall mean such unforeseeable occurrences beyond the control of the Purchaser and Bidder which occur after the date of issuance of Purchase Order or signing of Supply Contract and which were not reasonably foreseeable at the time of issuance of Purchase Order or signing of Supply Contract and which effects are not capable of being overcome without the unreasonable expense and/or loss of time to the Purchaser and the Bidder concerned, including, provided that the aforementioned conditions are met, but not limited to:
- Natural catastrophes, earthquakes
 - Strikes and blockages
 - War or war-like conditions, mobilizations, revolutions or riots, the act of Public enemy, sabotage, terrorism.
 - Restriction by actions, omissions, or interventions from Public Authorities (including but not limited to changes in laws, regulations or import/export, security restrictions).
 - The Party who wishes to plead Force Majeure shall inform the other party of the First party's perception of the effects of such force majeure on the fulfillment of the issued purchase order/signed Supply Contract. Should any event of force majeure cause an increase in the time required for the performance of any part of the purchase order/signed Supply Contract, an equivalent adjustment shall be made in the time required for performance.

However, if the force majeure situation continues for more than two months, the purchaser and bidder shall decide whether the contract should be terminated.

20. Termination:

- 20.1. In the event of any failure by the Bidder to perform any of its obligations under the issued purchase order or signed Supply Contract or upon unsatisfactory performance, the purchaser shall terminate the purchase order or signed Supply Contract by giving a prior written notice of Fifteen (15) days, without any obligation to the Bidder. However, the purchaser shall pay the actual due amount for the quantity supplied and accepted by the Purchaser to Bidder on termination of the issued purchase order or signed Supply Contract.

21. Indemnity:

- 21.1. The bidder(s) shall comply with all the laws in force in Bhutan and outside. The laws will include all national, provincial, municipal, or other laws that affect the performance of the issued purchase orders or signed Supply Contract and bind upon the Bidder(s). The Bidder(s) shall indemnify and hold harmless the Purchaser for and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Bidder(s).



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22. Dispute Settlement:

- 22.1. If any dispute should arise in connection to the issued purchase order or signed Supply Contract, the Parties shall try to settle any such dispute through good faith and negotiations including escalation to senior Management where each party deems it appropriate. If negotiations fail, the matter shall be referred to the Court of Law.

23. Governing Law and Jurisdiction:

- 23.1. The terms and conditions in this Bidding Document or issued Purchase Order or signed Supply Contract shall be read and construed in accordance with the laws of the Kingdom of Bhutan and the District Court of Thimphu, Bhutan shall have jurisdiction over any disputes arising out of the Contract.

Procurement Officer
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* Thimphu : Bhutan



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SECTION-III

GENERAL TERMS & CONDITIONS:

In this Bidding Document, the following terms shall be interpreted as indicated below:

“The Bid” means the proposal submitted by the Bidder

“The Purchaser” means the organization purchasing the Goods. In this case, M/s. Tashi InfoComm Limited (TICL).

“Day” means a calendar day.

- Bid Submission:** The Bids should be submitted in a sealed envelope (Single Envelope Method- **copy not required**) addressed to “**Manager, Procurement & Inventory Section, TICL** against Reference No.....116..... dated ...07-04-2022..
- Bid Submission:** 27/04/2022 (Bhutan Standard Time);11:00 AM.....
- Bid Opening Time:** 27/04/2022 : 2:00 PM..... at TICL conference hall. Interested Bidder(s) may attend the bid opening on the given deadline and place.
- Bidding Document received after the deadline (time & date of submission) shall not be accepted and opened during the bid opening. The quotations shall automatically stand as “Rejected”.
- The Purchaser shall not be responsible for any damages, losses, breakages, or shortages of any items while in transit for delivery of Goods to TICL Store/warehouse.
- The Bidder should enclose a Xerox copy of valid Trade License, Tax clearance, Power of Attorney, and other relevant documents.
- Clarification on Bidding Document:** The bidder(s) are expected to examine the Terms and Conditions stated in the Bidding Document, Bill of Materials, Specifications, Drawings, etc furnished along with the Bidding Document. Once the bids are submitted by the bidder(s), It shall mean:
 - The bidder(s) have examined, read, and accepted all the terms and conditions stated in the Bidding Document, the specifications of the goods/services, Drawings/Designs, etc furnished in the Bidding Document. Thereafter, no grievance, complaints, etc (whatsoever nature may be) shall be accepted.
 - The bidder(s) can seek clarification (through email/in writing) with regard to the terms & conditions of the Bidding Document, the specifications of the goods/services, Drawings/Designs, etc furnished in the Bidding Document before the submission of the Bids.

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- c) Clarification can be sought through email or in writing to any of the given officials during office hours. Email ID: manager.procurement@tashicell.com OR procurement.finance@tashicell.com OR manager.power@tashicell.com OR procurement@tashicell.com. Address: Manager, Procurement & Inventory Section, Tashi InfoComm Ltd., Norzin Lam, Post Box No. 1502, Thimphu, Bhutan.
8. The Bids not substantially responsive to the Bidding Document in every respect will result in rejection of the Bids.
9. For any complaints or grievances, the bidder(s) may write directly to the Management Tender Committee of the Purchaser through email. The Email ID is **procurement@tashicell.com**.
10. Product samples, and catalog/brochures containing details of technical and functional specifications shall be submitted along with the Bids wherever applicable. Failing which, shall result in rejection of the Bidding Document.
11. The decision of the Corporate/Management Tender Committee shall be final and binding.


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SECTION-IV

The complete **Bill of Materials (BOM)** is as stated in **Appendix I**. The Bids should be submitted in the below format in your company Quotation Form.

Appendix-I:

S/L	Description	UoM	Qty	Unit Rate	Amount
1.	1. Detail as given in Appendix-I				

Total

Note:

1. Please attached details of the technical and functional specifications along with the Bidding Doc. Failing to do so, will result in the rejection of your bidding document.
2. Mention the Country of origin of goods in the bidding document.
3. The proposed product has to be as per the BPC (Bhutan Power Corporation) Standard.

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Appendix-1: BOM & Price Schedule
BOM_Power Equipment & Utilities_For 2022 project

S/L	Description/Specification	UoM	Qty	Remark	Rate	Amount
1	L-Hook (m16). Made of galvanized steel designed for main and service clamp. Fixed length by welded, flat or bended washers.	Nos	819	Specs: As per BPC Standard		
2	Suspension clamp for ABC bundle conductor line. Clamp for hanging ABC Cable size 2x (50-150) sq.mm.	Nos	427	Specs: As per BPC Standard		
3	Dead End Clamp/Low voltage tension clamp. Designed to anchor self supporting LV ABC line from 2 cores of airdec cable. Cable size= 2*(50-150) sq.mm. The item should have the pull out tension of not less than 16KN.	Nos	174	Specs: As per BPC Standard		
4	7.5mtr GI Steel Tubular Pole with 3 18mm Dia holes, galvanized.	Nos	427	Specs: As per BPC Standard		
5	Stay Set to support electric pole, galvanized (should include Anchor Plate, Anchor Rod, Turn Buckle Bow, Eye Bolt Rod)	Sets	199	Specs: As per BPC Standard		
6	7/8 SGW, GI Stay wire; 16mm for LT, Galvanized, ISO9001	Mtrs	1716	Specs: As per BPC Standard		
7	Insulation Piercing Connector (IPC), ABC94011, Main 16-95sq.mm, Tap 16-95 sq.mm, Torque 15Nm, Bolt/No=1xM8, Bolt/Spanner size (mm)=13.	Nos	366	Specs: As per BPC Standard		
8	1.1KV, Unarmored, inner sheathed, 2x50sq.mm Aluminium ABC Cable, without messenger wire. XLPE insulation, nominal thickness of 1.4mm, Nos of strand 6, minimum inner sheath thickness 0.30mm, nominal outer sheath thickness 2.0mm. Should have UV Weather Test, User Certificate and other necessary test reports. Each Drum: 500mtrs.	Mtrs	21300	Specs: As per BPC Standard.		
9	UG Cable 35sq.mm, Armored, Aluminium Core. Should have UV Weather Test, User Certificate and other necessary test reports. Each Drum: 500mtrs.	Mtrs	3200	Specs: As per BPC Standard		
10	Energy Meter Enclosure. Outdoor type with steel Din Rail for mounting. Hansel, Model# KG9003 (Transparent)	Sets	112	Handsel Brand.		
				Total In Nu.		

Note to the Bidder(s):

- 1 Submit Data sheet/detail specs as per BPC Standard.
- 2 Mention country of origin of goods.
- 3 Failing to submit complete specification & data sheet shall result in rejection of your bid.


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