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TashiInfoComm Limited

TASHI INFOCOMM LIMITED

TENDER DOCUMENT FOR DISPOSAL OF OBSOLETE FIXED ASSETS

FOR THE

FINANCIAL YEAR 2023

Reference No: TICL/PRO-08/2023/ 693

Date: 04 / 11 / 2023

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



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TashiInfoComm Limited

SECTION-I

INVITATION OF SEALED BIDS FOR DISPOSAL OF OBSOLUTE FIXED ASSETS FOR FINANCIAL YEAR 2023

1. Tashi InfoComm Limited hereinafter referred to as “**SELLER**” invites sealed bids from eligible Scrap Dealers and interested parties for the purchase of Obsolete Fixed Assets for the financial year 2023. For details, refer to the attached BOM.
2. Any interested eligible bidders and parties can download a complete set of bidding documents from Tashi InfoComm Limited’s website: www.tashicell.com from 4th November, 2023 till 15th November, 2023.
3. Interested bidders and parties may submit Bidding Document/Quotation on or before 11:00 AM, 15th November, 2023. It shall be opened at 2:00 PM, 15th November, 2023. The quotation shall be addressed to “Procurement and Inventory Section, Tashi InfoComm Limited, Thimphu, Bhutan.
4. The award notification to the successful Bidder/Bidders shall be issued latest by 4:30 PM, 16th November, 2023.
5. Tashi InfoComm Limited shall not be responsible for any costs or expenses incurred by the Parties in connection with the preparation or delivery of Bids.
6. All Parties/Representatives of the Parties may be present during the Opening of the Bidding Documents.
7. 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.
8. The sale of obsolete fixed assets shall be on “As Is Where Is Basis”.

Address for communication/contact.

Procurement & Inventory Section,
TashiInfoComm Limited,
SamtenLam, Post Box No-1502,
Thimphu, Bhutan.

Email:

procurement@tashicell.com/manager.procurement@tashicell.com/procurement.finance@tashicell.com

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

Address: P.O Box # 1502, Samten Lam, Thimphu: Bhutan
Phone: +975 77889977 website: www.tashicell.com



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SECTION-II GENERAL TERMS AND CONDITIONS

1. Scope of Bid:

- 1.1. The scope of Bid shall be the purchase of Obsolete Fixed Assets Items for the FY-2023 listed in the attached Annexure of the Bidding Document.
- 1.2. All the Bids are to be completed and submitted to the SELER in accordance with the Instruction to Bidders. Bidders are not required to submit a copy of the bid.

2. Eligibility:

- 2.1. The invitation for Bids is open to all the interested parties.

3. Cost of Bidding:

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

4. Bidding Documents:

- 4.1. The bidding procedures and terms & conditions are prescribed in the bidding document.
- 4.2. The Bidder(s) are expected to examine the Bidding Document, including all Instructions, Forms, Terms before the submission of the bid. 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. Payment Terms:

- 5.1. **Advance 10%** of the total quoted value shall be submitted along with the bidding document/quotation.
- 5.2. **Balance 90%** shall be made within one week from the date of receiving of confirmed Sales Order/Award Notification and before picking up the Obsolete Fixed assets.
- 5.3. Payment shall be made in the form of Cash or Demand Draft/Cash Warrant.
- 5.4. In the case of Demand Draft/Cash Warrant, it shall be addressed to Tashi InfoComm Limited, Thimphu.
- 5.5. TDS (Tax Deducted at Source) and FCT (Foreign Contacts Tax) shall be deducted as per the existing Rules and Regulations of the Department of the Revenue and Customs, Bhutan (wherever applicable).



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6. Inspection & Pick Up of Obsolete Fixed Assets & Consumable Items

- 6.1. All the interested bidders or parties are expected to inspect the Obsolete Fixed assets before the submission of Bid/Quotation. Any form of grievances/complaints after the submission of the bid shall not be accepted or entertained.
- 6.2. The interested bidders/parties shall inspect the obsolete fixed assets & consumable items as per the time and place mentioned below based on the physical location of the obsolete fixed assets & consumable items.
- 6.3. For verification, the interested parties may contact Mr. Sonam Wangchuk Tamang, Procurement Officer, TICL Head Office at mobile number +975 77811551.
- 6.4. The obsolete fixed assets & consumable items should be picked within one week from the date of receiving of confirmed signed Sales Deed/Award Notification and after fulfilling the payment terms under clause 5.

7. Bid Prices/Quotation:

- 7.1. The currency of the bid shall be in NGULTRUM (NU).
- 7.2. The quotation prices for every line item and category shall remain fixed and valid. The SELLER shall not accept any variation. However, the SELLER may choose to negotiate with the parties at its discretion.

8. Award of Goods:

- 8.1. **Obsolete Fixed Assets:** The bidder(s) quoting the highest AMOUNT for each category shall be awarded the Sales Deed/Award Notification.
- 8.2. The winning bidder(s) failing to execute the Sales Deed/Award Notification or fail to pay the balance 90% payment within the given deadline, the SELLER shall forfeit the 10% advance deposited and award the goods to the second highest bidder(s).
- 8.3. The interested bidders may quote for respective category line item and total cost or directly lump sum total cost for each category.

9. Force Majeure:

- 9.1. Force majeure shall mean such unforeseeable occurrences beyond the control of the SELLER and Bidder(s) which occur after the date of issuance of Sales Deed/Award Notification and which are not reasonably foreseeable at the time of issuance of Sales Deed/Award Notification and which effects are not capable of being overcome without the unreasonable expense or loss of time to the SELLER and the Bidder concerned, provided that the aforementioned conditions are met but not limited to:

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- i) Natural catastrophes, earthquakes
- ii) Strikes and blockages
- iii) War or war-like conditions, mobilizations, revolutions or riots, an act of Public enemy, sabotage, terrorism.
- iv) Restriction by or actions, omissions, or interventions from Public Authorities (including but not limited to changes in laws, regulations or import/export, security restrictions).
- v) 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 issued Sales Deed/Award Notification. Should any event of force majeure cause an increase in the time required for the performance of any part of the Sales Deed/Award Notification, an equivalent adjustment shall be made in the time required for performance.

However, if the force majeure situation continues for more than seven days, the SELLER and bidder shall decide whether the Award Notification should be terminated.

10. Termination:

- 10.1. In the event of any failure by the Bidder to perform any of its obligations under the issued Sales Deed/Award Notification or upon unsatisfactory performance, the SELLER shall terminate the Sales Deed/Award Notification by giving a prior written notice of seven days without any obligation to the SELLER. The 10% advance deposited to the SELLER shall remain forfeited.

11. Indemnity:

- 11.1. 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 Sales deed/Award Notification and bind upon the Bidder(s). The Bidder(s) shall indemnify and hold harmless the SELLER against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever the nature arising or resulting from the violation of such laws by the Bidder(s).

12. Dispute Settlement:

- 12.1. If any dispute should arise in connection to the issued Sales Deed/Award Notification 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 Sales Deed/Award Notification


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