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Tashi InfoComm Limited



TASHI INFOCOMM LIMITED

BIDDING DOCUMENT FOR SUPPLY OF

“TICL New Year Complimentary Items_2021”

Reference No: TICL/PRO-08/2020/ 3218

Date: 27 / 07 / 2020



Address: P.O. Box # 1502, Norzin Lam, Thimphu, Bhutan

Phone: +975 77889977

Website: www.tashicell.com



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

“TICL New Year Complimentary Items_2021 ”

1. Tashi InfoComm Limited hereinafter referred to as “**Purchaser**” invites sealed bids from eligible Bidders for supply of TICL New Year Complimentary Items for the FY-2021.
2. Interested eligible bidders may obtain further information on the bid form directly from our website- www.tashicell.com or Procurement & Inventory Section, Norzin Lam, Post Box No. 1502, Thimphu, Bhutan. Contact Procurement & Inventory Section at the given contact details during office hours.
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. The presence of All Bidders/Representatives of the Bidders during the Bid Opening is kept optional due to the COVID-19 pandemic.
5. All correspondences concerning 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



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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 TICL New Year Complimentary Items for the FY-2021.
- 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. Unless otherwise blacklisted by any organizations/offices/legal entity, the invitation for Bids is open to all the licensed national and global suppliers.

3. Cost of Bidding:

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

4. Bidding Documents:

- 4.1. The Goods/Services required in the Bidding procedures and terms & conditions are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Document includes:
 - a) Instructions to Bidders
 - b) General Terms & Conditions
 - c) Detail list of Goods/ and or Services to be supplied along with detailed specifications.
- 4.2. The Bidders are expected to examine the Bidding Document, including all Instructions, Forms, Sample & Designs, 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:

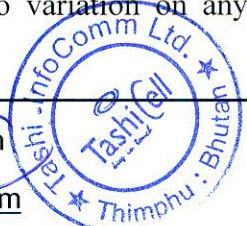
- 5.1. The Bidder(s) shall complete the appropriate Price Schedule included herein, stating unit prices, extended amount and the expected countries of origin of the Goods to be supplied, if applicable
- 5.2. Prices quoted by the Bidders shall remain fixed and valid for the period stated in **Section-II, Clause 6** of the Bidding Document, and will not be subject to variation on any account.

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- 5.3. 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 Dollars shall be converted into Ngultrum at the prevailing exchange rate (Selling TT rate of any financial institution) as of the date on the tender opening for the evaluation purpose.
- 5.4. **Trade Terms shall be:**
Unless otherwise stated, the following shall be the trade terms for this bidding document:
- a) Trade Terms: CIF, TICL Warehouse, Thimphu, Bhutan
 - b) For third-country Bidder(s): CIF, Kolkata, India.
6. **Bid Submission & Its Validity:**
- 6.1. The Bids shall be valid for 30 days from the date of Bid Submission.
 - 6.2. Quoted unit rates shall be valid for 90 days from the date of the bid opening.
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) and bidder(s) from India may exclude applicable taxes/duties while submitting the bid. The applicable taxes including customs clearance within Bhutan and outside (only applicable for bidders from third-country bidders) 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 and design given in the bidding document to ascertain the lowest evaluated bidder(s).
 - 8.2. The evaluation shall not only be based on the quoted unit rate but the specifications and quality of samples submitted along with the tender. **Bids not accompanied along with the sample as per the TICL design shall be rejected and will not be evaluated.**
 - 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.
 - 8.4. Lowest quoted unit rates alone do not guarantee the award of contract.
9. **Award of Purchase Order/Contract:**
- 9.1. The Purchaser shall award the PO or supply contract to the Lowest Evaluated bidder(s) at the unit level, not as a single package.

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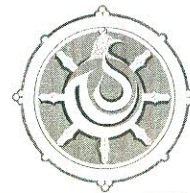
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9.2. The award shall be based on the lowest evaluated bidder for line-items.

10. Delivery:

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

- a) Within 90 days from the date of confirmed PO (on or before 30-Nov-2020).
- b) Selected bidders shall submit final samples of the products before mass production for approval within 15 working days from the date of issuance of Purchase Order.

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. The supplier has to send email/in writing requesting 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. The Goods found to be faulty, DOA, not meeting specifications/requirements of TICL and quality as per the selected samples shall be rejected at the cost of the supplier.

11.2. In the case of goods rejection, the supplier shall replace the rejected quantity within 15 working days from the date of rejection or notification of the rejection.

12. Warranty (If applicable):

12.1. The Warranty shall be minimum 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 Bill/Invoice.

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).

15. EMD (Earnest Money Deposit):

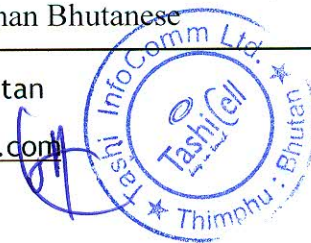
15.1. The bidder should submit **not less than 2% of the total quoted value** as part of the EMD along with the quotation in the form of Demand Draft or Bank Guarantee from any of the financial institutions located in Bhutan. The bidder(s) other than Bhutanese

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national can furnish EMD from the financial institutions in their respective countries or make a direct deposit to TICL Company Account. The bidder(s) may contact Purchaser for the company account details.

- 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 validity 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 before 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:

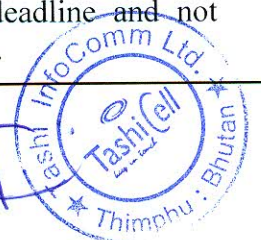
- 16.1. The successful bidder should submit not less than 10% of the total PO/contract value as Performance Security within 1 week from the date of PO/signing of the supply contract.
- 16.2. Performance Security shall be drawn in favor of **“Tashi InfoComm Ltd, Thimphu”** in the form of Demand Draft or Bank Guarantee.
- 16.3. Performance Security shall be valid 30days beyond the delivery date.
- 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 or shall be retendered depending on the decision taken by the Management Tender Committee.
- 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.
- 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 not recommended by the end-user(s) for a time extension or replacement.

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- 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 0.01% 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) To accept or reject any Bid and reject all the Bids at any time before issuance of Award Notification and or Purchase Order.
 - b) To increase or decrease the quantity of Goods specified in the Bidding Document, without any changes in the price or other terms & conditions.
 - c) 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 or conform to the selected samples
 - d) 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 the 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 the 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.

19. Force majeure:

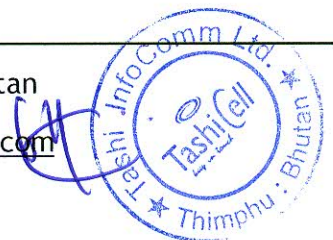
- 19.1. Force Majeure shall mean such unforeseeable occurrences beyond the control of the Purchaser and Bidder which occur after the date of issuance of Purchase Order or signing of Supply Contract and which were not reasonably foreseeable at the time of issuance of Purchase Order or signing of Supply 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:

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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 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 the nature arising or resulting from the violation of such laws by the Bidder(s).

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:

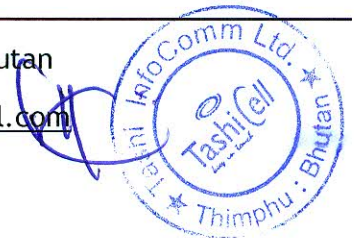
- 23.1. The terms and conditions in this Bidding Document or issued Purchase Order or signed Supply Contract shall be read and construed in accordance with the laws of Kingdom of Bhutan and the District Court of Thimphu, Bhutan shall have jurisdiction over any disputes arising out of the Contract.

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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.

1. **Bid Submission:** The Bids should be submitted in a sealed envelope (Single Envelope Method- copy not required) or via email addressed to “**Manager, Procurement & Inventory Section, TICL** against Reference No. TICL/PRO-08/2020/3218 dated 27.7.2020”.
2. **Bid Submission Time:** 11:00 AM (Bhutan Standard Time); 26/08/20.
3. **Bid Opening Time:** 2:00 pm : 26/08/20 at TICL conference hall. Interested Bidder(s) may attend the bid opening on the given deadline and place.
4. 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”.
5. 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.
6. The Bidder should enclose Xerox copy of valid Trade License, Tax clearance, Power of Attorney, and other relevant documents.
7. **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:
 - a) 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.
 - b) 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. 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 as per the given design shall be submitted along with the Bids. Failing which, shall result in rejection of the Bidding Document.
11. The decision of the Corporate/Management Tender Committee shall be final and binding.



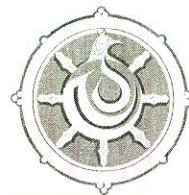
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SECTION-IV

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				

Note:

1. Mention Country of origin of goods in the bidding document.
2. Submit samples as per the TICL design and specification along with the tender.
Failing to submit, shall result in your bid to be rejected.



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Appendix-I: Bill of Materials_New Year Compliment_FY-2021

S/L	Description	Specification	UoM	Qty	Rate	Amount	Remark
1	300GSM, Multi color Matt Art Board paper Table Calendar with TICL corporate color stand, wire-O spiral binding as per the design. Hard Board Size: L=25.7cm; H: 12.9cm. Calendar Paper Size: L=25.7cm; H= 12 cm.	As per TICL design	Nos	2500			
2	70GSM, 4 color Wall Calendar, Poly Plastic with Ugyen Norlha Picture, 12 leaf Maplitho paper datepad with wall hanging provision as per the design. Guru Portrait Image Size: L= 40cm, H= 57cm. Calendar page size: L=25.7cm, H=12cm.	As per TICL design	Nos	3500			
Total Amount							

Note to the Bidder:

- 1 Submit sample as per the given design along with the tender/bid.
- 2 Failing to submit sample as per the given design shall lead to rejection of the bid.
- 3 The Bhutanese dates & holidays are not final and need to change accordingly as per the info provided by the Dratshang. However, the design of the calendars are FINAL.
- 4 Current Data plan design for the month of June is tentative and is subject to change based on the instruction from TICL Management. However, the design of the calendar is FINAL.

