

**Embassy of India
Thimphu**

Tender Number: Thi/Prop/885/01/2022(04)

31 August 2022

Subject: Tender for Supply, Installation, testing & Commissioning of electric heaters in Embassy of India, Thimphu.

2. This tender document contains the following:

Serial Number	Section/Annexure	Details
1.	Section-1	Notice Inviting Tender (NIT)
2.	Section-2	Pro-forma for "Letter of Bid"
3.	Section-3	Dates to Remember
4.	Section-4	Specification and Quantity of Equipment required and scope of work
5.	Section-5	Bids
6.	Section-6	Earnest Money Deposit (EMD)
7.	Section-7	Minimum Eligibility Criteria
8.	Section-8	Instructions to Bidders
9.	Annexure-1	Format for Submitting Financial Bid
10.	Annexure-2	Pro-forma of Bank Guarantee
11.	Annexure-3	Contact Details Form

**Sd/-
(Ashish Kolhe)
Second Secretary and Head of Chancery**

SECTION-1: NOTICE INVITING TENDER (NIT)

1.1 Embassy of India, Thimphu invites Tender for Supply, Installation, testing & Commissioning of electric heaters, as per the specifications given in the tender documents.

1.2 The tender document can be received from EoI, Thimphu from **31/08/2022** onwards. No fee for Tender Document will be charged.

1.3 The interested firms/agencies should submit their bids as explained in the tender document.

1.4 Earnest Money Deposit (EMD) of Nu./Rs. 30,000/- (Ngultrum/Rupee Thirty Thousand) in the form of bank Guarantee/Demand Draft in favor of "Embassy of India, Thimphu" is required to be submitted along with tender bids.

1.5 Bids can be submitted on any working day from **31.08.2022 to 13.09.2022** (from 0930 hrs to 1700 hrs).

1.6 The Embassy of India, Thimphu reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the Embassy of India, Thimphu shall be final and binding.

SECTION-2: LETTER OF BID

LETTER OF BID [To be printed on bidder's letterhead]

Date: _____

To,

Shri Ashish Kolhe,
Head of Chancery,
Embassy of India,
PO Box 193, Jungshina, Thimphu

Reference: Tender No. Thi/Prop/885/01/2022(04)

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bid Documents for the Supply, Installation, testing & Commissioning of electric heaters in Embassy of India, Thimphu.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security in accordance with the Bid Documents.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.
7. We hereby undertake to confirm that the company have the necessary approvals and security clearances from local authorities in Thimphu to carry out work at Embassy of India, Thimphu.

Yours sincerely

(Full Name)
Designation
[Put the seal here]

SECTION-3: DATES TO REMEMBER

Crucial dates and time for the above tender would be as under:

Serial Number	Events	Date	Time
1)	Notice Inviting Tender	31.08.2022	1630 hrs
2)	Starting Date for submission of bids	31.08.2022	1630 hrs
3)	Last Date for submission of bids	13.09.2022	1730 hrs
4)	Opening of Bids	14.09.2022	1500 hrs
5)	Period of completion of supply and installation of the heaters		10 days (from the date of award of work)

SECTION-4: SPECIFICATIONS and SCOPE OF WORK

The scope of work mainly includes but is not necessarily limited to the following:

The bidder are required to do the site survey to acquaint them with the work completely. The scope of work is only indicative in nature and may be less than actual work required

Supply of approximately 111 electric heaters to all residences of IHE as per the following technical specifications:

S.No.	Item Description	specifications
1.	Load/Heating output	2-3 KW
2.	Power supply	230-240 V
3.	Frequency	50 Hz
4.	Temperature setting range	5-30 degree celsius
5.	Area coverage	200-300 sq. ft
6.	Sound	Quiet room air heater/silent heater

Note :

1. This may be noted that adequate no. of heaters may be suggested by the bidder for each house, and these should be sufficient to ensure proper heating of the houses.
2. The supplied appliances should have minimum warranty period of 3 year.
3. The heaters should be compact and shall easily fit into the walls without occupying much space.
4. The heaters should have frost protection and open window detection capabilities. The heaters should be able to provide effective heating for the temperatures as low as minus 10 degree Celsius.

SECTION-5: EARNEST MONEY DEPOSIT (EMD)

5.1 The amount towards EMD is Nu./Rs. 30,000/- (Ngultrum/Rupee Thirty Thousand only).

5.2 The tender documents should be accompanied by Earnest Money Deposit (EMD) of appropriate amount, in the form of Bank Guarantee, in favour of "**Embassy of India, Thimphu**".

5.3 EMD will **not** be accepted in the form of Cash/Cheque/UNDERTAKING or any other form except Bank Guarantee . No interest shall be payable on EMD.

5.4 Bids submitted without "EMD" will stand rejected.

5.5 The EMD will be returned to the bidder(s) within 30 days from the date of issuance of the Notification of Award of Work on the selected bidder or cancellation of the tender.

5.6 The EMD shall be forfeited:

a. If the bidder withdraws the bid during the period of bid validity specified by the bidder in the bid form.

b. In case of successful bidder, if the bidder

(i) fails to furnish required Performance Bank Guarantee in accordance with the terms of Tender Documents within the time frame specified in the tender document

(ii) fails or refuses to honour his own quoted prices for the services or part thereof.

SECTION- 6: MINIMUM ELIGIBILITY CRITERIA

6.1 The following shall be the Minimum Eligibility Criteria for selection of bidders at the technical stage of the bidding process:

- a. **Legally Valid Entity:** The bidder/bidding firm should necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having valid Trade License granted by the City Corporation to do business.
- b. **Registration:** The bidder/bidding firm must have registration with the concerned authority in Bhutan or India. The company should have the necessary permits and requisite clearances to carry out work inside Diplomatic Missions.
- c. **Experience:** The bidder/bidding firm shall have experience in dealing with electrical appliances.
- d. **Company profile/information regarding key personnel:** The bidder/bidding firm shall also include in its bid, as per pro-forma at Annexure-5 to this tender document, details about the company and its key personnel.
- e. **EMD or "Undertaking in lieu thereof":** The bidder/bidding firm should attach the EMD of appropriate value or Undertaking in lieu thereof, as prescribed in Annexure-I of this tender document.

6.2 Documents in support of Minimum Eligibility Criteria:

- a. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (a) above, attested copies of certificates issued by the respective authority should be attached with the bid.
- b. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (b) above, attested copy of Registration certificate should be attached with the bid.
- c. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (c) above, attested copies of experience certificates for complete/ongoing work issued by Foreign Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/Reputed Corporate Organizations/ Multinational Companies should be attached with the bid.
- d. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (d) above, copies of supporting documents for company profile/information about key personnel should be attached with Annexure-6 to this tender document.
- e. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (e) above, the PO/DD towards EMD or "Undertaking in lieu thereof" (in original) should be attached with the bid.

SECTION-7: BIDS

7.1 Preparation of Bids:

- a. Two-bid system will be followed for this tender. In this system, bidder must submit his offer as explained below.
- b. **Envelope No. 1: "Technical Bid":**
 - (i) Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid should be submitted.
 - (ii) All the necessary documents including those in support of Minimum Eligibility Criteria should be submitted with Technical Bid. These documents should be self-attested.
 - (iii) EMD should be submitted with the "Technical Bid".
- c. **Envelope No. 2: "Financial Bid":**
 - (i) Bidders must quote the price in the format given in **Annexure-1** to this tender document.
 - (ii) No other documents except "Price Schedule" may be submitted along with Financial Bid otherwise the bid shall stand rejected.
 - (iii) All amounts are to be quoted only in **Ngultrum/Rupee**. The price quoted shall be considered firm and no price escalation will be permitted. The prices quoted should be inclusive of charges for freight, insurance, packing, after sales service etc.
- d. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Financial Bid".
- e. Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid " **Tender for Supply, Installation, testing & Commissioning of electric heaters in Embassy of India, Thimphu.**
- f. Please write Tender Number viz. No. **Thi/Prop/885/01/2022(04)** on each envelope and seal all the envelopes.

7.2 Submission of Bids:

- a. The bid complete in all respect may be submitted to the Head of Chancery, Embassy of India, Thimphu, PO Box 193, Jungshina, Thimphu. The bids viz. Technical and Financial Bids should be submitted in two sets - one original and one copy.
- b. The bid should be neatly arranged, plain and intelligible. The language of the bid should be **English** as far as possible.
- c. Each page of the bid should be signed by the authorized official of the company..
- d. Bid should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will summarily be rejected.
- e. Insertions, postscripts, additions and alterations in the bids submitted shall not be recognized, unless confirmed by bidder's signature.

7.3 Deadline for Submission of Bids:

- a. Bids must be submitted on or before **13.09.2022 (1700 hrs)** which is the last date for submission of bids.
- b. In the event of the specified date for the submission of bids being declared a holiday for the Embassy of India, Thimphu, deadline for submission of bids will stand extended to the next working day up to the same time.

c. The Embassy of India, Thimphu may extend the deadline for submission of bids by amending the bid document and the same shall be notified on the website of the Embassy of India, Thimphu.

d. No bid (s) will be accepted after the deadline for submission of the bids.

7.4 Validity of Bids:

a. Bids shall remain valid and open for acceptance **for a period of 180 days** from the last date of submission of bids.

b. A bid valid for a shorter period shall stand rejected.

c. The Embassy of India, Thimphu may ask for extension of validity of bids for another period of 60 days, without any modifications and without giving any reasons thereof. Such request and the response shall be made in writing only.

d. In case, the Embassy of India, Thimphu calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

7.5 Bid Opening Procedure:

a. **Technical Bids (Envelope-A)** will be opened in the Conference Room of the Embassy of India, Thimphu.

b. Bids will be opened **at 1500 hrs on 14.09.2022** in presence of participating bidders or their representatives and the Tender Evaluation Committee (TEC) constituted by the competent authority of the Embassy of India, Thimphu.

c. After evaluation of the Technical Bids, the qualified bidders will be shortlisted.

d. **Financial Bids (Envelope-B)** of shortlisted bidders only shall be opened on a subsequent date which will be intimated to them by email/fax.

f. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date and the time will remain unchanged.

g. A letter of authorization shall be submitted by the bidders' representatives before opening of the bids.

h. Absence of any bidders or their representatives shall not impair the legality of the opening procedures.

i. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.

SECTION-8: INSTRUCTIONS TO BIDDERS

8.1 Notification of Award of Work:

- a. Embassy of India, Thimphu shall award the work to the eligible bidder whose bid will be accepted and determined as the lowest evaluated commercial bid.
- b. Award of work will be notified as per pro-forma given in **Annexure-2** to this tender document.

8.2 Contact information:

Shri Ashish Kolhe,
Head of Chancery,
Embassy of India,
PO Box No. 193, Jungshina
Email: hoc.thimphu@mea.gov.in

8.3 Amendment of Tender Document

- a. At any time prior to the deadline for submission of bids, The Embassy of India, Thimphu may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- b. Any corrigendum/addendum to the above tender document, if required, will be hosted in the website of the **Embassy of India, Thimphu** as given above.

8.4 Purchaser's Right to amend Scope of Work:

If, for any unforeseen reasons, the Embassy of India, Thimphu is required to change the Scope of Work, this change shall be acceptable to the bidder without any change in the price quoted.

8.5 Interpretation of the clauses in the Tender Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Embassy of India's interpretation of the clauses shall be final and binding on all parties.

8.7 Performance Security (PS):

- a. The successful bidder has to deposit Performance Security in the form of a Bank Guarantee drawn in favour of the Embassy of India payable at Thimphu. If it is Bank Guarantee, the same should be as per the format given in **Annexure-3** to this tender document.
- b. Performance Security will be of an amount equivalent to **10%** (ten percent) of the total Contract Price.
- c. Performance Security should be submitted within **Five (05) days** after the acceptance of the Notification of Award of Work by the successful bidder.
- d. Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all the contractual obligations of the bidder (Service Provider).
- e. No interest shall be payable on Performance Security.

8.8 **Payments:**

- a. Payment shall be done only after successful completion of work.
- b. All payments shall be made in by means of bank transfer/cheque.

8.9 **Penalty for delayed Services:**

- a. The work should be completed within **10 days** of awarding the work. The Embassy of India, Thimphu reserves the right to levy penalty @ of 1% of Contract Price per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the Contract Price.
- b. The Embassy of India, Thimphu reserves the right to cancel the order in case the delay is more than **Two (02) weeks**.
- c. The penalties, if any, shall be recovered from the 10% claim due after installation & commissioning or from the Performance Security.

8.11. **FORCE MAJEURE:**

1. Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

8.12. **ARBITRATION AND LAWS:**

1. In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1944 and the venue of arbitration shall be at Thimphu, Bhutan only. The resolution of the Arbitrator shall be final and binding on both the parties. The parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

ANNEXURE-1

[On the letterhead of the bidding firm]

Date:....., 2022

Format for submitting the Price Schedule for Tender for Supply, Installation, testing & Commissioning of electric heaters in Embassy of India Thimphu.

Reference: Tender No TH/PROP/885/01/2022(04)

dated : _____

Shri Ashish Kolhe,
Head of Chancery,
Embassy of India,
PO Box No. 193, Jungshina
Email: hoc.thimphu@mea.gov.in

Price Schedule

S. No.	Item Description	Total Bid Quantity	Unit Price in(Nu/Rs)	Total price (in Nu./Rs)
1	2	3	4	5

Yours faithfully

(Signature of Authorized Signatory)

(Name)

Designation

Seal of the company

PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)

To,
Shri Ashish Kolhe,
Head of Chancery,
Embassy of India,
PO Box No. 193, Jungshina.

BANK GUARANTEE NO:

DATE:

Dear Sir(s)

This has reference to the Notification of Award of Work No. _____ dated _____ placed by the Embassy of India, Thimphu to M/s (Name & Address of vendor) for

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install the items listed in said order at the Embassy of India, Thimphu to the entire satisfaction of the Embassy of India, Thimphu and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Bhutan, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the No. _____ dated _____ M/s (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

The Embassy of India, Thimphu shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the supplier's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the Embassy of India, Thimphu under any security(ies) now, or hereafter held by the Embassy of India, Thimphu and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Thimphu hereunder or of prejudicing right of the Embassy of India, Thimphu against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Thimphu and liabilities of the supplier arising up to and until date _____.

Your right to recover the said sum of Nu./Rs. _____ /-
(_____ Only) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Nu./Rs/ _____
(_____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Nu./Rs. (in words)
- B. This bank guarantee shall be valid up to...& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before.....
- D. The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

NAME OF THE COMPANY

NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE

COMMUNICATION ADDRESS.....

PHONE NO./MOBILE NO.....

FAX/ E-MAIL I.D.....

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

NAME OF THE CONTACT PERSON

DESIGNATION

PHONE No.

MOBILE No.

E-MAIL ID

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY
(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.