

E-Mail : bro-dtk@nic.in

BY REGD POST

Headquarters
Chief Engineer
Project Dantak
PIN-931708
C/o 99 APO

30002/DTK/19TF/ENQ- 16 /E3ES

30 Aug 2023

FOR ATTENTION OF ALL BIDDERS

There is an important instruction regarding place of submission of Bid due to restricted movement of goods and services across the border, in view of page No 7 of this RFP, amending the clause 2 of this RFP to that Extent.

Appendices

A	:	List of Stores	D	:	EMD Bank Guarantee Format
B	:	Technical Bid ('T' Bid)	E	:	Performance Bank Guarantee Format
C	:	Price Bid ('Q' Bid)	F	:	Format of Certificate of Acceptance

INVITATION OF QUOTATION FOR SUPPLY OF CONSTRUCTIONAL STORES

Dear Sir/Madam,

INVITATION OF QUOTATION.

1. This Project requires stores as per Appendix 'A' accordingly invites OTE for the purpose. **The RFP can be downloaded from CPP Website : <https://eprocure.gov.in/epublish/app>. The consignor can submit their offer by downloading the enquiries and sending it by Speed Post/Courier/Hand.**

2. Quotations are invited in physical form containing 'T'-Bid (Technical bid) as per Appx 'B' and 'Q'-Bid (Price Bid) as per Appx 'C' for the above items. Please note that quotation will be received by the **Headquarters Chief Engineer (P) Dantak**, C/o 99 APO upto 1700 Hrs (BST) on **20 Sep 2023**. 'T'-Bid will be opened on **22 Sep 2023** at 1200 Hrs (BST). After opening of 'T'-Bid and its evaluation 'Q'-Bid will be opened for the successful bidders.

3. Firms or their duly authorized representative who have submitted their quotation and who wish to be present at the time of opening of quotation may visit the office of **Headquarters Chief Engineer (P) Dantak, C/o 99 APO** at the above mentioned time and date for viewing the quotation opening process.

4. Bidding procedure shall be single stage-two bid system and bid documents are to be prepared in two parts as under:-

- Part-I (Technical Bid) : ('T' Bid) at Appendix 'B'.
Part-II (Price Bid) : ('Q' Bid) at Appendix 'C'.

5. **Part-I Technical Bid ('T' Bid).**

5.1. The technical bid comprising of the following details shall be forwarded in a separate envelope by the Manufacture/Authorized Dealer/ consignor duly mentioning the Name of the firm, Enquiry reference and date of opening etc on top of the envelope.

(a) Details such as Name of firm, Address Contact number GSTIN number, Email, PAN No and other Registration details with HQ DGBR / Project Dantak / Any other BRO Project / Ministry of Defence Govt of India / Govt of Bhutan as per format enclosed at Appendix 'B' to the enquiry be provided. Original Manufacturers, PSUs and consignor enlisted with Central Purchase Organization and National Small Industries Corporation also to provide details of their registration in Appendix 'B'.

(b) In case, if the firm is NOT enlisted / Registered with HQ DGBR or Project Dantak as a registered contractor/ consignor or with Ministry of Defence Govt of India or Govt of Bhutan or CPO or NSIC & **Micro, Small and Medium Enterprises (MSMEs)**, then details of EMD alongwith original copy of EMD be provided as per Ser No 9 of Appx 'B'. PSUs, Original Manufacturers, Original Manufacturers of **Bhutan/India** registered with Dantak/ HQ DGBR/ RGoB are exempted from submission of EMD on producing of necessary document/ certificates, in this regard.

Contd.....2/-

13. Performance Bank Guarantee. Performance Bank Guarantee in the form of Bank Guarantee should be submitted by your firm @ 5% of the value of Supply Order amount within 30 days of receipt of the Supply Order, to **HQ 19 BRTF**, Phuentsholing. The Fixed Deposit Receipt or Bank Guarantee Bond be prepared having validity/maturity period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation (Ref Rule-171 of GFR 2017). The PBG should be drawn in favour of **HQ 19 BRTF** payable at SBI, Hasimara. On receipt of Performance Bank Guarantee, the EMD will be returned to the firm. The Performance Bank Guarantee will be released after one month of release of completed payment against the supply order. If required, the extension of validity of Performance Bank Guarantee will be sought accordingly. Format of Performance Bank Guarantee as per Appendix 'E' enclosed.

(a) **Clause for Evaluation of L1.** To determine the L1, the quoted rates of consignor who have been found technically "Substantially Responsive". 'Q' Bid shall be evaluated as under:-

(i) Ranking of the commercial bid will be based on the lowest cost of each total items which will comprise of Basic Cost of item, Freight insurance, except **levies, Taxes and Duties levied by Central/State Local Govts such as Octroi/Entry Tax**, etc as quoted by the Bidder in his 'Q' Bid. **All these elements shall mandatorily be indicated separately.**

(ii) Any Taxes and Duties not mentioned clearly in 'Q'-Bid will not be counted and the Bidder shall not have any claim on account of such omissions on his part.

(iii) **GST/Sales Tax are not applicable for Project Dantak.** Sales tax exemption certificate will be issued to consignor. For any query regarding **exemption of GST** on import of goods and services **from India to Bhutan**, kindly refer to the following websites for detail information.

(aa) www.cbec.gov.in//htdocs-cbec/gst/index.

(ab) www.cbec.gov.in/resources//htdocs-cbec/gst/notfctn-42-igst-rate-english.pdf.

(ac) www.cbec.gov.in/resources//htdocs-cbec/gst/notfctn-300CGST-rate-english.pdf.

(iv) **For Indian Consignor Only.** As supply to Project Dantak located outside India, no GST is applicable. Indian consignor / Bidder shall attach undertaking certificate as per the following format mandatorily :-

UNDERTAKING CERTIFICATE

"It is certified that the goods / materials given in the Enquiry No 30002 /DTK/19TF/Enq- /E3ES dt _____ 2023 of HQ CE (P) Dantak will be supplied by me / our firm as export and for use in Bhutan. It is declared that no GST cost has been included by me in the rates quoted in above mentioned enquiry".

Signature with date :
Name of the bidder :
Name of firm with address:

(v) Certificate on account of GST as per Rule No 16 (1) of IGST Act 2017 will be issued on receipt of stores as format of certificate is as given under:-

Freight/ Warranty

19. **Freight.** Packaging and freight will be complete responsibility of the consignor. Damages/ losses in transit shall be the responsibility of the consignor upto the delivery location specified by the respective consignees. No Defence vehicles will be provided to transport the stores. Stores will be securely packed without any additional cost to the Govt to avoid losses or damages during transit so as to reach this consignee, in perfect serviceable and fit for use condition. The consignor shall remain responsible for adequacy of packages during transit. The packages shall be marked with the Supply order and other necessary details for easy identification at the consignee's end. The consignor will be responsible for unloading at FOR and to ensure that the stores are delivered in sound condition without any damage.

20. **Warranty/Guarantee.** The stores supplied against the supply order shall bear a warranty against defective materials for a period of Two years or as specified by the company/ consignor/firm (whichever is higher) from the date of completion of the supply order. In case of manufacturing failure or defect in any component within the warranty period, the consignee shall inform the consignor for joint inspection. Within a period of one week of the receipt of such information, the rejected material shall be removed and replaced by the consignor at the site at his own expense and no extra payment shall be made on this account. All stores to be supplied should be free from all defects and faults in material workmanship and manufacture. They should be of the highest grade and consistent with the established and generally accepted standards for material of the type used and in full conformity with the specifications, drawings or samples and shall, if operable, operate properly. The Consignor shall be bound to furnish a clear written warranty regarding the same. In the event of the ultimate consignee in Bhutan not finding the stores in accordance with the order, the Consignor will be required to replace them free of cost inclusive of all freight and handling charges. Such replacement will be done within ninety days to the claim report raised by the Consignee. These standard conditions will also apply in respect of replaced stores.

TERMINATION OF PURCHASE ORDER

21. **Termination for Non-performance.** The Purchaser without prejudice to any other remedy for breach of purchase order, by giving a written notice for non-performance to the Seller/consignor, may terminate the purchase order in whole or in part for following reasons:-

- (a) When the supplier fails to honour any part of the supply order including failure to deliver the supply order stores/ render services in time.
- (b) When the contractor is found to have made any false or fraudulent declaration or statement to get the supply order or he is found to be indulging in unethical or unfair trade practices.
- (c) When both parties mutually agree to terminate the supply order.
- (d) When the item offered by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the stores quality standards.
- (e) Any special circumstances, which must be recorded to justify the cancellation or termination of a supply order.
- (f) If the Seller/ consignor, in the either of the above condition, does not cure his failure within a stipulated period of 30 days (or such a longer period may authorize by the Purchaser in writing) after receipt of notice of non-performance form the Purchaser.

Contact Address.

22. For any further information/clarification on the subject the following Officer may be contacted during the office hours (i.e. 0830 Hrs to 1700 Hrs BST except Sunday/Holidays):-

SO-1 (Res)
Headquarters
Chief Engineer
Project Dantak
Tele No .009752351082/86/88
FAX No . 009752351285

Contd.....6/-

39. In addition to the existing facility/provision of receiving bids at HQ CE (P) Dantak and as mentioned in clause 2 of this RFP, a facility has been created on Indian side border town of Jaigaon to facilitate submission of bids by Indian Bidders due to restricted movement of goods and services across the Indo-Bhutan borders. The bidders can exercise following option and address:-

(a) **Existing facility at HQ CE (P) Dantak Thimphu:-**

(i) **If sending bids by post:-**

HQ CE (P) Dantak
PIN - 931 708
C/o 99 APO

(ii) **Manual Submission** - Dropping of bids in tender Box kept in HQ CE (P) Dantak premises.

(b) **Additional facility at Jaigaon:-**

(i) **If sending bids by post:-**

OIC Liaison Cell
Supervisor Mess, HQ 19 BRTF (GREF)
Jaigaon (W.B.)
PIN - 736 182
Contact details/ Phone No - 9970889254

(ii) **Manual submission:-**

Submit the bid documents to the OIC liaison Cell at Jaigaon.
Address:-

OIC Liaison Cell
Supervisor Mess, HQ 19 BRTF (GREF)
Jaigaon (W.B.)
PIN - 736 182
Contact details/ Phone No - 9970889254

Please take acknowledgement from OIC Liaison Cell in case of manual submission at Jaigaon

Note:- Last date and time for submission of bids will be same for both the location and bids from both the places will be collected and opened on fixed date by the nominated BOO at HQ CE (P) Dantak.

Your's faithfully,

(Sandeep Saxena)
Lt Col
SO-1 (Res)
for Chief Engineer

Contd.....8/-

TECHNICAL BID ('T' BID)

HQ CE (P) Dantak ENQ No 30002/DTK/19TF/ENQ- 16 /E3ES dt 30 Aug 2023
(As per Clause Para 5)

PARTICULAR OF FIRM		
SER NO	ITEMS	DETAILS
1.	Name of firms	
2.	Legal Status of the firm	Individual company (Incorporated un-incorporated)/ Partnership firm/ public limited
3.	Address	
4.	Contact Telephone, Mobile & Fax No	
5.	E-mail address	
6.	GSTIN No	
7.	PAN No	
8.	Registration details :-	
	(a) Registration/Enlistment No.	
	(b) With whom registered /enlisted	
	(c) Letter ref under which registered/enlisted.(Enclose copy)	
9.	EMD (For unregistered consignor / firm only) EMD in the form of cheque is not acceptable. EMD be submitted in the form of Fixed Deposit Receipt or Bank Guarantee only	Amount Rs 13,500/- Fixed Deposit Receipt or Bank Guarantee Number _____ Dated : _____
Date		(Signature of authorized rep of firm with seal)

Note:-

1. Firm enlisted with HQ CE (Project) Dantak need not enclose photocopy of GSTIN No, PAN No and copy of letters reference under which registered. Rest all firms should enclose relevant photocopies.

2. Firms should enclose all relevant documents as mentioned under Para 5 of this Enquiry in addition to the above details, failing which the firm will be rejected during 'T' Bid evaluation.

(Signature of consignor)

(Sandeep Saxena)
Lt Col
SO-1 (Res)
for Chief Engineer

Contd.....10/-

EMD BANK GUARANTEE FORMAT**HQ CE (P) Dantak ENQ No 30002/DTK/19TF/ENQ- 16 /E3ES dt 30 Aug 2023**

Whereas(hereinafter called the "Bidder") has submitted their offer against enquiry No 30002/DTK/19TF/ENQ- /E3ES dated ___/___/2023 for the supply of stores (hereinafter called the "Bid") against the Buyer's Request for proposal No 30003/DTK/19TF/SO- /E3ES dated ___/ /2023 KNOW ALL MEN by these presents that weof.....having our registered office at.....are bound unto.....(hereinafter called the "Buyer) in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of ___/___/ie 2023.

The conditions of obligations are:-

1. If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
2. If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
3. If the Bidder fails to furnish the Performance Bank Guarantee for the due performance of the supply order.
4. Fails or refuses to accept/execute the supply order.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Contd.....12/-

FORMAT OF CERTIFICATE OF ACCEPTANCE**HQ CE (P) Dantak ENQ No 30002/DTK/19TF/ENQ- 16 /E3ES dt 30 Aug 2023****CERTIFICATE OF ACCEPTANCE**

1. Certified that the M/s _____, hereby accepts the supply order No 30003/DTK/19TF/SO- _____/E3ES dated ____/____/2023 of the against enquiry No 30002/DTK/19TF/ENQ-____/E3ES dated ____/____/2023 as per the supply order assigned to them and handed over the same to HQ CE (P) Dantak at _____ hours, on this ____ day of the month ____ in the year two thousand and Twenty Three.
2. The the list of liabilities as on date is placed at annexure to this certificate.
3. Signed on ____ Day of ____ Two Thousand and Twenty Three.

 REP
 FOR AND ON BEHALF OF
 THE CHIEF ENGINEER PROJECT DANTAK



 REP OF
 M/s _____

Note. This certificate of acceptance will remain in force till the validity of supply order.