

No. BRA/CH/862/01/2021

**EMBASSY OF INDIA
BRASILIA**

**NOTICE INVITING TENDER FOR SELECTION OF CONTRACTOR
FOR CONSTRUCTION AND CLOSE THE AREA OF THE SERVER ROOM IN THE
EMBASSY OF INDIA, BRASILIA CHANCERY COMPLEX**

INVITATION TO TENDER

The President of India acting through the **Embassy of India in Brasilia** invites Lump-sum Fixed Price Tender for construction and close the area of the server room in the Embassy of India Chancery Complex on "**Lump-sum Fixed Price basis**". This tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Invitation to Tender, Instructions to Bidders, Eligibility Criteria, Scope of Work, Introduction and Credentials of Bidder, Bid Security Declaration & Terms and Conditions of the contract.
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)

1. The last date of submission of sealed bids is 1700 hrs on 17 March 2023 in the office of Mrs. Sunila Krishnan, Head of Chancery, Embassy of India, SES 805 Lote 24, Asa Sul, Brasilia, DF-70452-901 BRAZIL, Telephone No.: +55-61-98139-1513; email- hoc.brasilia@mea.gov.in. Technical & Financial bids will be opened on 1500 hrs on 20 March 2023 in the Embassy of India, Brasilia. Any Tender received after this date and time will not be considered.
2. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Brasilia.
3. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.
4. **Eligibility Criteria:** The tenderer must fulfill the eligibility criteria laid down in document titled 'Eligibility Criteria' annexed with the tender documents, so as to be eligible for consideration of their bids. These criteria shall be taken in to account while evaluating their technical bids
5. **Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.
6. **Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

7. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

8. Completion: The Period of Completion for the whole of the works 120 days calculated from the date of commencement of works.

9. Schedule of Payment: The payment would be made as per 'Payment Schedule' to be mutually agreed upon between the company and the Embassy of India. The advance amount shall not exceed 30% total payment of the contract.

10. Arbitration:

10.1 If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

10.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

10.3 The Arbitration will have its sittings in Embassy of India, Brasilia

11. Rejection: Embassy of India, Brasilia reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

12. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. Embassy of India, Brasilia reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

13. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

[Sunila Krishnan]
Head of Chancery
Embassy of India, Brasilia
SES 805 Lote 24, Asa Sul,
70452-901 Brasilia-DF, Brazil
E-mail : hoc.brasilia@mea.gov.in
Telephone : +55-61-98139 1513

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INSTRUCTION TO BIDDERS

1. **Documents:** The Bidding Documents comprise of Documents I (Envelop A) & Document II (Envelop B), as listed in attached document titled '**Tender Documents**' - **Section I(i)**.

2. **Site visit:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the tenderer. Interested firms can visit the site from 1-8 March 2023 during normal working hours with prior appointment with the following authority:-

Name : Mrs. Sunila Krishnan
Designation : Head of Chancery
Address : SES 805, Lote 24, ASA Sul,
Brasilia-DF, BRASIL CEP: 70452-901,
Email ID : hoc.brasilia@mea.gov.in,
Tel No. : 00-55-61-98139 1513

3. **Cost of Tendering** – The Embassy of India, Brasilia will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

4. **Bid Securing Declaration** : The bidder shall submit a 'Bid Securing Declaration (BSD) as per proforma at **Section-VI**. Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of one year from the date of publication of the Tender in which the default has happened

5. **Lump Sum Fixed Price Tender** - This is a **LUMPSUM FIXED PRICE TENDER** with extent of Work as indicated in scope of works.

- a. The bidder shall examine the scope of work and other Documents and all Addendum (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.
- b. Bidders are required to quote Lump-sum fixed prices on "**Form of Tender**". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.
- c. The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be **Brazilian Reals** only.
- d. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

6. Validity of Bid - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

7. Tender and Schedule of Quantities

- a. It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
- b. No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

8. Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

9. Submission of bids: Tenderers shall submit their credentials and the financial bid in separate sealed envelopes as per details given below.

- **Envelope A:** Should contain the Bid Securing Declaration as per the format attached at "Section VI" This envelope should be superscribed as "BSD". Only those bids would be opened which would contain "BSD" as per the attached format. Should also contain the Technical Bid i.e. all the documents mentioned at Document I (Technical Bid Documents). This envelope should be superscribed as "**Technical Bid**". Technical bids of those bidders will be opened who have submitted a valid "BSD" in the prescribed format.
- **Envelope B :** Should contain the Financial. This envelope is to be superscribed as "**Financial Bid**". Financial bids of only technically qualified bidders will be opened.

10. Selection process: The Embassy of India shall open the tender in a meeting of the Tender Evaluation Committee (TEC) to be held at 15:00 hrs on 20 March 2023 at the Embassy of India (address given above). All bidders may send their representative to attend the opening of bids. The tender envelopes shall be opened in the following sequence : -

- a) **Envelop A** – shall be opened to see whether the bidder has submitted the "Bid Security Declaration (BSD)" in the prescribed format. Those bidders, whose BSD is not found to be in the prescribed mode/format, shall not be eligible for consideration of their bids. To check whether the tenderer has submitted all the documents required to ascertain their technical eligibility "**Doc 1 Sec I to VII**" enclosed with the tender documents. The technical bids of successful bidders shall be taken on records and referred to the Embassy's Technical Evaluation Committee (TEC) that will undertake detailed evaluation of the bid and refer the same to competent authorities.
- b) **Envelop B** - The financial bids of those bidders who have be technically qualified by the TEC and who have been found eligible by the competent authorities shall be opened on 16:00 hrs on 20 March 2023.

11 The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Brasilia to all Bidders. Tenders received after this date will not be considered.

12 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

13 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Brasilia. The Embassy of India, Brasilia may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

14 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Embassy of India, Brasilia may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Embassy of India, Brasilia.

15 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Anand Prakash, Head of Chancery as per contact particulars given in para 2 above.

15.1 All information requested by and supplied to one bidder will be supplied to all bidders.

15.2 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Brasilia as to the meaning of anything connected with the Tender Document.

16 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

15.1 If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Brasilia.

15.2 If there is evidence of collusion between Bidders.

15.3 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

15.4 If Bid price is disclosed or become known before opening of Financial Bid.

16 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive all applicable taxes and levies.

17 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Brasilia.

18 No escalation of price - No escalation due to any reason would be payable.

19 Payments - The payment would be made as per 'Payment Schedule' to be mutually agreed upon between the company and the Embassy of India. The advance amount shall not exceed 30% total payment of the contract.

20 Embassy of India, Brasilia's right to waive - The Embassy of India, Brasilia reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Brasilia except that no proposal will be accepted if the Bid Securing Declaration and/or any of the preceding statutory documents was not submitted with the tender.

21 Embassy of India, Brasilia reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission false information/document shall render the applicant ineligible.

22 The selected tenderer shall be formally informed about the selection by Embassy of India, Brasilia and the tenderer shall be required to sign the 'Terms and Conditions of the Contract' with the Embassy of India, Brasilia within 10 days of issuance of such information. A draft of the 'Terms and Conditions of the Contract' is at Section-VII Document II.

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Section III

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EMBASSY OF INDIA
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**NOTICE INVITING TENDER FOR SELECTION OF CONTRACTOR
FOR CONSTRUCTION AND CLOSE THE AREA OF THE SERVER ROOM IN THE
EMBASSY OF INDIA, BRASILIA CHANCERY COMPLEX**

ELIGIBILITY CRITERIA

The tenderer must fulfill the following eligibility criteria in order to be eligible for consideration of their bids. These criteria to be submitted in English along with Portuguese documents shall be taken in to account while evaluating their technical bids:-

- 1. Registered Office :** The tenderer must have a registered office or branch office located in Brasília. A certificate of registration of their office in Brasília should be enclosed. The tenderer should attach a copy of 'Certificate of Registration' of its company/firm along with bid documents.
- 2. Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out renovation work in the Diplomatic property of the Embassy of India.
- 3. Experience :** The tenderer must have a minimum **three years' experience** in executing similar projects in reputed office, preferably in Govt. offices, diplomatic missions, international organizations, MNCs or Public Sector enterprises in Brazil.
- 4. Similar work:** The Tenderer must have satisfactorily completed (i) one similar work of value of R\$ 30,000 or (ii) two similar works of value of R\$ 20,000 or (iii) three similar works of value of R\$ 15,000. Similar works means value of fixing/replacement of construction for a premise on lump-sum basis.
- 5. Bank Solvency:** Certificate of Solvency for R\$ 15,000 certified by bank. The certificate should not be older than six months. Bank solvency certificate should mention the company's relationship with bank and details of their assets.
- 6. Annual Turnover:** The annual turnover of the tenderer should be equal to R\$ 55,000 during the immediate last three consecutive financial years.
- 7. Profit-Loss:** The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.
- 8. List of Clients :** The tenderer should provide a list of its clients to whom similar service is being provided or has been provided in last three years. The tenderer should also submit a certification from its clients regarding satisfactory performance in providing similar services during the last five years.
- 9.** The tenderer should have its own bank account, as all payment under the contract shall be made by the Embassy either by bank transfer or by cheque only.

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SCOPE OF WORK

Construction and close the area 43.87 sq meters in the server room on "**Lump-sum basis**" as per following specifications of works:-

- Make a wall approximately 90 centimeters high with installation of approximately 38 meters of 10 mm glass according to the existing glass. Installation of 32 square meters of 10 mm smoked tempered glass.
- Make approximately 40 meters of sub-floor for laying approximately 40 meters of granite, the same granite existing open area.
- Electrical installation as per requirement.
- Painting the entire room that has been created.
- Cleaning and removing of debris material from the site.
- Relocation of the any sewer or electrical wire if required.

Note: Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work. All taxes, labour and materials are included in the bid price.

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Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder in the form of an Introduction letter on the company letter head. This letter should contain a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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(to be furnished on official letterhead of the tenderer)

No. :

Dated :

Subject : BID SECURITY DECLARATION

Gentlemen,

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date:

Place:

Name:

Signature:

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TERMS AND CONDITIONS OF THE CONTRACT

1. Quoted price is final fixed on **“Lump-sum basis”** inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.
2. **Quoted price shall be exclusive of VAT.** The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.
3. Period of completion for the work is 120 Days after awarding the work by the Embassy.
4. **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tended Cost or actual cost of the project. This shall be computed on per day of delay.
5. **Defects liability period** shall be as per Warranty Period of the equipment/materials and one year (365 days) from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Brasilia shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy of India, Brasilia.
6. The tenderer shall guarantee among other things, the following:-
 - a. Quality, strength and performance of the materials used;
 - b. Follow up service, if required.;
 - c. Good workmanship.
7. **Commencement date of work** shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
8. **Payment:-** The payment would be made as per 'Payment Schedule' to be mutually agreed upon between the company and the Embassy of India. The advance amount shall not exceed 30% total payment of the contract.

9. Specification: The item of work/material used in the work shall be complying with the standard of quality like Brazilian/British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

10. Force Majeure and EoT clause: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

11. Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

12. On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

13. Validity of the Contract: This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, to not be later then (*to be specified*), for a period of 180 days.

14. Additional Work: Embassy of India, Brasilia shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Brasilia in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by Embassy of India, Brasilia shall be compensated at a rate mutually agreed to by the parties.

15. The details of the personnel deployed to execute the project shall be submitted to the Embassy for security clearance. Only after clearance by the Embassy the personnel shall be allowed to enter the Chancery premises and start working.

16. Performance Security

16.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of 'Embassy of India, Brasilia', payable at Brasilia in form of account payee Cheque/Bankers Cheque/Demand Draft/Bank Guarantee within fifteen days of the acceptance of the Letter of Award (LoA). Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provided (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security (*Format of Performance Security is attached at Annexure-A*).

16.2 The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for nonacceptance of the work order. On expiry of the contract, portion of the

Performance Security, as may be deemed fit by the Mission sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.

16.3 If the contractor fails to provided the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contact and the Embassy shall be free to make other arrangements at the risk, cost and expenses of the Contractor.

16.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specification, samples or other property belonging to the Embassy, which may have been issued to the SP, for carrying out work stipulated in the contract.

17. The tender documents may preferably submitted in English.

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FORM OF TENDER - FINANCIAL BID

(To be submitted by the bidder)

To: Head of Chancery,
Embassy of India,
Brasilia

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender on "**Lump-sum basis**", which includes all these documents for the Lump Sum Fixed Price of: R\$ _____ exclusive of VAT (Brazilian Reals - *amount in words*)

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

**PROFORMA
Performance Security**

Performance Security No.....

Brief description of contract: ***Performance Security*** for construction and close the area of the server room at Embassy of India.

Name and Address of Beneficiary: **Embassy of India, Brasilia
SES 805, Lote 24, ASA Sul,
Brasilia, DF-BRASIL CEP: 70452-901,**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Construction and close the area of the server room in the Chancery Premises** for **Embassy of India, Brasilia** at address SES 805 Lote 24, Asa Sul, Distrito Federal, Brasilia, CEP 70452-901, Brazil and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security amounting to R\$ _____ (**10% of the contract value**) In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of R\$ _____ (**10% of the contract value**).

2. This guarantee is valid for a period of **60** (Sixty) Days and any claim and statement hereunder must be received at the abovementioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to R\$ _____ (**10% of the contract value**).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date after 60 days from date of issue**) and claims under this guarantee should be submitted not later than (**date after 60 Days from date of issue**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the **Brazil** and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of Brazilian Courts.

Date:
Name:

Place:
Signature:
