

No. BRA/CH/862/01/2021

**EMBASSY OF INDIA**

**BRASILIA**

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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**

**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:

<b>Technical Bid Document:</b>	
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.
<b>Financial Bid Document:</b>	
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](mailto: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**  
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