

**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**

**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	:	<a href="mailto:hoc.brasilia@mea.gov.in">hoc.brasilia@mea.gov.in</a> ,
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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