

**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**

**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 Tendered 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 than (*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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