

No. BRA/CH/881/01/2020
भारत का राजदूतावास/Embassy of India
ब्रासीलिया/Brasilia

**NOTICE INVITING TENDER FOR SELECTION OF COMPANY FOR
MAINTENANCE OF COMPUTERS AND COMPUTER RELATED PERIPHERALS
IN THE EMBASSY OF INDIA, BRASILIA**

INVITATION TO TENDER

The President of India acting through the **Embassy of India in Brasilia** invites Lump-sum Fixed Price Tender for maintenance of the computer and computer related peripherals in the Embassy of India 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 **30 May 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 **31 May 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. **Financial quote & variations:** The company shall quote their Lump-sum Fixed Price based as per the Scope of Work in the Proforma of Financial Bid attached along with the tender.
6. **Arbitration:**
 - 6.1 If any dispute, difference or question at any time arises between the Mission and the Company in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.
 - 6.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Ar-

bitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

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

7. 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.

8. Award of Work: The financial bids opened in presence of the representatives of the company shall be further evaluated by the 'Tender Evaluation Committee'. A letter of 'Award of Contract' shall be issued to the successful bidder, whose bid is found to be lowest and whose bid has been finally accepted.

[Sunila Krishnan]
Head of Chancery
Embassy of India, Brasilia
SES 805 Lote 24, Asa Sul,
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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 9-16 May 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 31 May 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 31 May 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 Mrs. Sunila Krishnan, 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:

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

16.2 If there is evidence of collusion between Bidders.

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

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

17. 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.

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

19. 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.

20. 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.

21. 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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ELIGIBILITY CRITERIA

The tenderer must fulfill the following eligibility criteria in order to be eligible for consideration of their bids. The **Technical Eligibility Criteria documents are required 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. 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.
- 3. Similar Work:** The bidder should submit along with the bid document a certification from its clients regarding satisfactory in providing similar services during the last three years. The certificates should be from prominent organization(s) viz. Government offices, diplomatic Missions, international organizations, MNCs etc.
- 4. 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.
- 5. Bank Account:** 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.
- 6. Blacklisted:** An undertaking from the tenderer on its official letter head stating that the firm has not been blacklisted by any Government Department, Diplomatic Mission, International Organization, MNCs or Public Sector enterprise.
- 7. Labour Laws:** The firm should follow Brazilian labor laws and should be registered with the competent labor authorities. The Embassy shall not be responsible for any violation of local labour laws during execution of the work envisaged under this tender.

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SCOPE OF WORK

The scope of work to be undertaken under the contract is detailed below:

- (a) **List of computers and peripherals:** The bidder shall be required to keep the computer and related peripherals and networking system as listed below in a condition to give proper and smooth function:-

1. No. of Computers	:	Linux/Fedora based OS	40
		Windows OS	05
		MAC/iOS	02
2. No. of Printers	:	Colour Deskjet Printers	02
		Colour Laser Printers	02
		Monochrome Laser Printers	11
		All-in-One Printing device	13
3. UPSs	:	Connected with PCs/Printers	32
4. Network system	:	No. of Switches/Hub/leased lines	04
		Computers on LAN	28
		Standalone PCs	12

- (b) The bidders shall be required to undertake repair, maintenance and troubleshooting of computers, related peripherals and networking system as and when required.
- (c) The bidder shall be required to apprise itself with the networking diagram of the LAN system in the Embassy and carry out repair & maintenance of the same on its own, whenever required.
- (d) The Bidder shall provide a list of people who would be deployed to work in the Embassy on repair and maintenance of the computer and related peripherals and the networking system, along with their CVs, police clearance certificate, contact particulars.
- (e) The company will designate, and provide the contact details of the same, who would be available for contact on 24x7 basis in case the need arises.
- (f) Whenever any call is given to the company, the representative or technician shall visit the Embassy for rendering requisite service within a reasonable but shortest time available. The response time should not exceed more than two hours.

- (g) In case any repair and maintenance service requires change of parts or material, the company shall supply the same and will include the cost of part or material so supplied in its special bill or monthly bill, as the case may be, along with a copy of bill for purchase of the part/material.
- (h) The company will ensure that spare parts or material procured in the process of repair and maintenance of computers are procured at the best possible rates prevailing in the market.
- (i) In case of any event being organized by the Embassy at outside locations, the company technician may be required for assisting in giving installation/uninstallation of computers, related peripherals and networking services.
- (j) The company will provide to the Embassy, whenever sought or required, the detailed information on the latest updates launched, and suitable products available in the market, so as to assist Embassy in procuring best suited computer products for use in the Embassy.
- (k) The company will assist Embassy in collecting information on usage of computer and internet in office, to fulfil cyber audit requirements and suggest measures to strengthen the cyber security infrastructure in the Embassy.
- (l) All works undertaken by the company shall be performed or executed in a professional manner to the satisfaction of the user/Cyber Security Officer of the Embassy. The work which is not certified as 'Completed Satisfactorily' shall not qualify for payment.
- (m) The company representative to make 2 (Two) scheduled visit per month to the Embassy to physically check the anti-virus update and OS updates of all the computers. In addition trouble shooting task would also be carried out during there visits as requested basis.

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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

The terms and conditions for hiring the maintenance services for computers under the tender shall be as given below. The letter of 'Award of Work' shall be given to the successful bidder only after signing a contract with the Embassy with these terms and conditions:

Contract Conditions:

- (a) The contractor should be capable of providing the maintenance services as prescribed in the requirement of computers.
- (b) The scope of work is tentative, and number of computers and peripherals may increase or decrease in future.
- (c) Rates once presented should be final and will not be allowed to change without prior approval.
- (d) The price to be quoted shall be inclusive of taxes and any other charges; Embassy will not be liable to pay any other charges other than those quoted in the tender.
- (e) The tender process or the contract can be terminated at any time without any notice at the discretion of the Embassy of India, Brasilia.

Performance of Duty:

- (a) The Embassy will notify a nodal officer for maintenance of computers. It will be the responsibility of the contractor to obtain, from the concerned nodal officer, a certification regarding the services provided for a particular computer,
- (b) The Contractor will ascertain, from the concerned officer on each occasion about maintenance/services provided of the computer/computers.
- (c) After 'Award of Contract', the contractor should ensure the maintenance of computers installed at Chancery every month and or on calling from Office.

Section VIII

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FORM OF TENDER - PROFOMRA OF FINANCIAL BID

(To be submitted by the bidder on official letterhead of the bidder)

To: Head of Chancery,
Embassy of India,
Brasilia

I/we, the undersigned, have examined tender conditions for the above-named work and have inspected the site and general conditions. I/we am/are willing to enter into a contract for carrying out the maintenance of computer and computer related peripherals in the Embassy of India in full and in accordance with the requirement laid down by the Embassy and entire satisfaction of the Embassy.

Our rate contract for above mentioned subject in the Embassy are given below:

Description of services	Lumpsum price (R\$)
Monthly charges including all taxes for maintenance of computers and related peripherals at the Embassy as per Scope of Work.	Monthly : R\$ _____ per month Total Annually : R\$ _____

I/we, agree that this offer will remain valid for a period of 180 (One Hundred and Eighty) days for the date of opening of the bids.

Date: Name :

Place: Brasilia Signature :
Address :
Telephone :
Email :

Note : The person signing the financial bid should be competent to do so and must submit a copy of documentary proof for the same.
