



सत्यमेव जयते

EMBASSY OF INDIA

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Yangon, Myanmar

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No. 0204/Jt Ser Act/DA (Eng)

04 Apr 2024

NOTICE INVITING TENDER

Sealed tender is invited from registered Company/ Contractors/ Firms/Specialized agency by Embassy of India, Yangon with Technical and Financial bids for "Supply of Six (06) Personal Computer Desktop Set, Four (04) Laptops (15"), Two (02) Server Grade, One (01) Network Attached Storage (10 TB), Six Hundred (600) Mtrs LAN (Ethernet) Cables with connectors & Crimping Tools, Three (03) pairs LAN Extenders, Two (02) Ethernet Switch (08 port switch), Two (02) Layer-Three Switches (Router), Five (05) Interactive Smart Boards (75 inches), Five (05) Audio Speaker 30 Watts, Two (02) Wifi Internet Routers (08 ports), Six (06) Windows 11 OS with Five Years License, One (01) Windows Server OS License for Five years, Two (02) UPS (2VA), Five (05) UPS 600VA, Six (06) Anti-Virus with Five year License, Two Multi-Function Device (MFP), Ten (10) EBook Readers and All power Accessories (as per requirement for terminal connectivity)" with warranty of one year at Defence Wing, Embassy on India Yangon Myanmar. Tender documents will be available on website <https://embassyofindiayangon.gov.in/> and CPP Portal www.eprocure.gov.in. Minimum details of technical specification of the items are required as under:-

- (a) **Computers.** HP/ Dell/ Acer/ Lenevo CPU, Intel core i7-770, Window 11 Pro, 13th Generation, 8 GB RAM DDR/HDD 1T/LCD14" alongwith Key Board, Mouse with mouse pad.
- (b) **Laptops.** HP/ Dell/ Acer/ Lenevo 15", 8GB, Windows 11, 512GB SSD.
- (c) Server Grade with Five-year License (i-7 processor).
- (d) Synology Network Attached Storage (10 TB)'.
}
- (e) LAN (Ethernet) Cables with connectors & Crimping tools.
}
- (f) LAN Extenders (03 Pairs).
}
- (g) Ethernet Switch (8 Port Switch).
}
- (h) Layer-Three Switches (Router) for Connectivity.
}

CISCO/ TENDA/
DLink/ TPLink

- (j) **Smart Board.** Interactive Smart Boards 75" with complete accessories. Brand AOC, Interactive Display White Board for class room, (Model SPT6531V (Technical specifications).
- (k) Audio Speaker 30 watts (Acer/ HP/ Dell).
- (l) WiFi Internet Routers (8 Ports, Throughput IPV4:19gbps, Expansion slot 2, Dram 4 GB, Flash 8GB) - TP Link.
- (m) Windows-11 OS with Five Years License (Windows).
- (n) Server OS License for Five Years (Windows).
- (o) **UPS.** Luminous, 2VA and UPS 600 VA.
- (q) **Anti-Virus.** Quick Heal with 5 Yr License.
- (r) All Power Accessories to include Plugs, Cables, Boards etc (as per requirement) for terminal connectivity.
- (s) **Multi-Function Device (MFP).** Printer Canon Image Class.
- (t) EBook Readers - Kindle.

For any query/ clarification, please send an email to the da.yangon@mea.gov.in and adm.yangon@mea.gov.in

1.0 QUALIFYING CRITERIA

1.1 The agency should be in IT business for at least three years and should have been providing IT maintenance and repair services to reputed customers like Embassies, UN Officers, NGOs and other multinational companies. The agency should submit documentary evidence.

1.2 The agency should be connected by Fax, e-mail and telephone facilities for 24x7 for customer service.

1.3 Preference will be given to those agencies who accept payment by Bank transfer rather than cash.

1.4 The company should be registered with relevant Myanmar Government Authorities as required under the local rules and regulations for tax and other purposes.

2.0 SCOPE OF WORK

2.1 The scope of work includes installation/ updation support at designated location at Myanmar (**Pyin Oo Lwin**), repair and maintenance support for the one year.

3.0 INSTRUCTIONS TO BIDDERS:

- 3.1 Bidders are required to fill in all the details asked for Technical Bid document (Annexure-I) and Financial Bid document (Annexure-II).
- 3.2 All pages of the tender document should bear the signature and seal of the authorized representative of the applicant.
- 3.3 Copies of credentials/documents are to be annexed with the tender document with self-attestation by the Applicant with official seal.
- 3.4 The bidder shall also mention the supply process in detail.
- 3.5 Validity of the tender should be for minimum period of 180 days from the date of opening of bids.
- 3.6 The embassy shall not take any responsibility for the delay, loss or non-receipt of quotations/documents not submitted directly to the office of the undersigned.
- 3.7 Corrections, if any, must be attested. All rates shall be indicated in both figures and words. Where there is difference between rates quoted in figures and words, the rates quoted in words will prevail.
- 3.8 The tender document is liable to rejection in the event of non-adherence to the terms and conditions mentioned therein.
- 3.9 The bids are liable for rejection due to incorporation of any false information and furnishing fake or truncated documents.

4. SUBMISSION OF BIDS:

- 4.1 Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid) in following manner:
- (a) The first sealed cover superscribed as "Tender for Supply of Six (06) Personal Computer Desktop Set, Four (04) Laptops (15"), Two (02) Server Grade, One (01) Network Attached Storage (10 TB), Six Hundred (600) Mtrs LAN (Ethernet) Cables with connectors & Crimping Tools, Three (03) pairs LAN Extenders, Two (02) Ethernet Switch (08 port switch), Two (02) Layer-Three Switches (Router), Five (05) Interactive Smart Boards (75 inches), Five (05) Audio Speaker 30 Watts, Two (02) Wifi Internet Routers (08 ports), Six (06) Windows 11 OS with Five Years License, One (01) Windows Server OS License for Five years, Two (02) UPS (2VA), Five (05) UPS 600VA, Six (06) Anti-Virus with Five year License, Two Multi-Function Device (MFP), Ten (10) EBook Readers and All power Accessories (as per requirement for terminal connectivity)", Defence Wing, Embassy of India, Yangon, Part-I Technical Bid". All relevant documents along with signed and stamped copy of this tender document shall be enclosed with the Technical Bid only.

(b) The second sealed cover superscribed as "Tender for Supply of Six (06) Personal Computer Desktop Set, Four (04) Laptops (15"), Two (02) Server Grade, One (01) Network Attached Storage (10 TB), Six Hundred (600) Mtrs LAN (Ethernet) Cables with connectors & Crimping Tools, Three (03) pairs LAN Extenders, Two (02) Ethernet Switch (08 port switch), Two (02) Layer-Three Switches (Router), Five (05) Interactive Smart Boards (75 inches), Five (05) Audio Speaker 30 Watts, Two (02) Wifi Internet Routers (08 ports), Six (06) Windows 11 OS with Five Years License, One (01) Windows Server OS License for Five years, Two (02) UPS (2VA), Five (05) UPS 600VA, Six (06) Anti-Virus with Five year License, Two Multi-Function Device (MFP), Ten (10) Ebook Readers and All power Accessories (as per requirement for terminal connectivity)", Defence Wing, Embassy of India, Yangon, Part-II Financial Bid" and in this envelope, there should be only financial quote.

(c) Both the sealed covers should be placed in one main sealed envelope superscribed "Tender for Supply of Six (06) Personal Computer Desktop Set, Four (04) Laptops (15"), Two (02) Server Grade, One (01) Network Attached Storage (10 TB), Six Hundred (600) Mtrs LAN (Ethernet) Cables with connectors & Crimping Tools, Three (03) pairs LAN Extenders, Two (02) Ethernet Switch (08 port switch), Two (02) Layer-Three Switches (Router), Five (05) Interactive Smart Boards (75 inches), Five (05) Audio Speaker 30 Watts, Two (02) Wifi Internet Routers (08 ports), Six (06) Windows 11 OS with Five Years License, One (01) Windows Server OS License for Five years, Two (02) UPS (2VA), Five (05) UPS 600VA, Six (06) Anti-Virus with Five year License, Two Multi-Function Device (MFP), Ten (10) Ebook Readers and All power Accessories (as per requirement for terminal connectivity)", Defence Wing, Embassy of India, Yangon. The envelope should be addressed to "Defence Attaché, Embassy of India, 545-547, Merchant Street, Yangon, Myanmar" and must reach on or before 1700 hours on 29 April 2024. The bids must be submitted physically or by courier/post at the aforesaid address so as to reach on or before the prescribed date and time. The Embassy will not be responsible for any postal/courier delay.

4.2 Bids should reach before due date of submission of bids. Telex/Facsimile, late or incomplete/conditional bids shall not be accepted.

4.3 Bids having financial quotes in the Technical Bid shall stand rejected.

4.4 The bids shall be valid for a minimum period of 180 days from the date of opening of technical bids. A bid for a shorter period shall stand rejected.

5. EVALUATION OF BIDS:

5.1 A Tender Evaluation Committee (TEC) will open and evaluate the bids in following manner:

- (i) The technical bids shall be opened first on the appointed date and time. After scrutiny of technical bids, the Embassy will shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids. A representative of the bidder may attend the bid opening meeting.
- (ii) Financial bids of only those bidders who qualify the technical parameters and found to be competent by the TEC to execute the work, will be opened on the date and time decided by the TEC, an intimation of which will be given to the bidders for participating in the financial bids opening meeting. Financial bids of the bidders who are found disqualified during Technical evaluation will not be opened.
- (iii) The lowest financial bid (L1) will be considered as successful bidder.
- (iv) Mere quoting the lowest rate shall not amount to commitment on the part of Embassy for award of contract.

6. SALIENT DATES:

- 6.1 Date of publication of tender: 04 Apr 2024
- 6.2 Last date of submission of bids: 29 Apr 2024 (1700 hours)
- 6.3 Date of opening of technical bids: 30 Apr 2024 (1500 hours)
- 6.4 Date of opening of financial bids: 01 May 2024 (1500 hours)

7. FEE SCHEDULE:

- 7.1 Fee for purchase of Tender document: NIL

7.2 Earnest Money Deposit (EMD) of amount Kyat 15,00,000 must be deposited by Cash in favour of "Head of Chancery, Embassy of India, Yangon" on or before the last date of submission of bids. A proof of deposit of EMD should be there in the Technical Bids documents. Any bid, without EMD deposit, is liable to be rejected during technical evaluation. The EMD amount will not fetch any interest.

7.3 EMD of unsuccessful bidders will be returned within 10 days of award of the work to the successful bidder.

7.4 **Performance Guarantee (PG).** The successful bidder shall be obliged to deposit an amount equivalent to 5% of the value of the contract in the form of Bank Guarantee/ Cash as Performance Bank Guarantee (PG) within 10 days of issue of supply order. The PG shall be remain valid for a period of one year after successful supply of items. The Performance Guarantee will not fetch any interest. The Contractor is liable to replace/ repair of any defect of the work/ supply free of cost, if detected within one-year period, failing which the PG will be fortified. If the performance of the service provider is not found satisfactory, the performance guarantee shall be forfeited.

8.0 GENERAL TERMS AND CONDITIONS:

- 8.1 There should not be any change of rate during the contract period. The period of contract may be extended at the discretion of Embassy of India, Yangon.
- 8.2 Invitation of tender document does not bind the Embassy to select any agency for the contract.
- 8.3 Embassy of India, Yangon also reserves the right to accept or reject any or all the tenders and/or withdraw or cancel or suspend this notification without assigning any reasons.
- 8.4 In any item found to be damaged on receipt, replacement will be asked or recovery will be made after examining the loss/damage.
- 8.5 The contractor/agency shall be responsible for all statutory/labour regulations applicable.
- 8.6 In case of dispute the decisions of the Deputy Chief of Mission, Embassy of India, Yangon shall be final.
- 8.7 Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed.
- 8.8 This tender is not transferable.
- 8.9 The Embassy is indemnified from all work of commission or omission.
- 8.10 Embassy of India, Yangon also reserves the right to decrease/ increase the quantity of the items demanded as per the cost.
- 8.11 **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, taxes (VAT), etc. **All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.**
- 8.12 **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 of 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, Yangon.
- 8.13 **No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

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

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

8.14.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

8.14.3 If there is evidence of collusion among Bidders.

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

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

8.15 Period of completion for the work is **30 Days**. All items should be supplied within 30 days from the date of award of work to the successful bidder.

8.16 **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 week basis.

8.17 **Defects liability period** shall be as per Warranty Period of the equipment and 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, Yangon 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, Yangon.**

8.18 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.

8.19 **Settlement of Disputes and Arbitration**-All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Embassy of India, Yangon or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other law that takes place in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

8.20 This Tender document is not an agreement and is neither an offer nor invitation by the Embassy to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to

them in preparing their proposal pursuant to this RFP/NIT (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Embassy in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Embassy and its employees to take into consideration the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

8.21 The Embassy may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document.

8.22 The issue of this tender document does not imply that the Embassy is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Embassy reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

8.23 Further, all information/data/reports/pitches/data or other material submitted to the Embassy under this Tender document by the Applicant shall become the property of the Embassy. The Applicant hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to the Embassy. The Applicant further agrees and undertakes that the Embassy may use the aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Applicant shall not have any objection whatsoever in the Embassy using the same.

8.24 The firm should not have been blacklisted by any Government organization.

8.25 Embassy of India, Yangon shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

9. PAYMENT TERMS & MODE OF PAYMENT

9.1 Payment shall be made within twenty (20) working days from the date of the submission of invoice. No extra amount will be payable in addition.

9.2 The payment will be made only in Kyat through bank transfer for which bidders are requested to submit their Bank Details.

9.3 **Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, **the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.**

9.4 **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.

9.5 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.

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

10. TERMINATION OF CONTRACT

10.1 The contract with the successful bidder may be terminated if bidder fails to perform its obligations specified in the contract agreement or if incase the service provided is found to be unsatisfactory.

10.2 If it appears that the contractor itself or through someone else used fraud or manipulation in its dealing with the contracting authority or in obtaining the contract.

10.3 If collusion, fraud, corruption or monopoly practices are found.

10.4 If the Tenderer becomes bankrupt or insolvent.

10.5 If the Contractor is not able to satisfactorily perform whole or part of the Contract as per contractual obligations.


(Raj Kapoor)

Head of Chancery
Embassy of India
545-547, Merchant Street
Post Box No. 751
Yangon, Myanmar

ANNEXURE-I

TECHNICAL BID FOR SUPPLY OF IT EQUIPMENT

Name of work: "Six (06) Personal Computer Desktop Set, Four (04) Laptops (15"), Two (02) Server Grade, One (01) Network Attached Storage (10 TB), Six Hundred (600) Mtrs LAN (Ethernet) Cables with connectors & Crimping Tools, Three (03) pairs LAN Extenders, Two (02) Ethernet Switch (08 port switch), Two (02) Layer-Three Switches (Router), Five (05) Interactive Smart Boards (75 inches), Five (05) Audio Speaker 30 Watts, Two (02) Wifi Internet Routers (08 ports), Six (06) Windows 11 OS with Five Years License, One (01) Windows Server OS License for Five years, Two (02) UPS (2VA), Five (05) UPS 600VA, Six (06) Anti-Virus with Five year License, Two Multi-Function Device (MFP), Ten (10) EBook Readers and All power Accessories (as per requirement for terminal connectivity) for the Defence Wing Embassy of India Yangon

Ref. No. 0204/Jt Ser Act/DA/2024 (Eng)

SI No.	Particulars	Details to be filled by the Agency
1	Name of the Tenderer	
2	Registered office/business address of the agency	
3	Name of Contact Person(s)	
4	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	
5	Year of Incorporation/Constitution of the Firm/Agency. (Attach copy of proof)	
6	Whether the agency is/have been providing services to reputed customers like Embassies, UN Offices, INGOs, Multinational Companies etc. Give details. (Attach copy of Orders/proof)	
7	Annual Turnover of the company for the past three years. Loss for the company in last three years if any.	
8	Whether the firm is ready to accept payment through Bank Transfer. (Attach copy of Bank Details)	
9	Whether the agency has deposited EMD of Kyat 15,00,000 along with tender	
10	The design/picture of the IT equipments to be supplied is to be attached with make/model with manufacturer.	
11	Any other information in support of the case	

I/We _____ have fully understood the foregoing terms for supply of IT Equipments to Defence Wing Embassy of India Yangon and having accepted the same, I/We have made my/our offer keeping

FINANCIAL BID FOR SUPPLY OF IT EQUIPMENTS

Name of work: Supply of Six (06) Personal Computer Desktop Set, Four (04) Laptops (15”), Two (02) Server Grade, One (01) Network Attached Storage (10 TB), Six Hundred (600) Mtrs LAN (Ethernet) Cables with connectors & Crimping Tools, Three (03) pairs LAN Extenders, Two (02) Ethernet Switch (08 port switch), Two (02) Layer-Three Switches (Router), Five (05) Interactive Smart Boards (75 inches), Five (05) Audio Speaker 30 Watts, Two (02) Wifi Internet Routers (08 ports), Six (06) Windows 11 OS with Five Years License, One (01) Windows Server OS License for Five years, Two (02) UPS (2VA), Five (05) UPS 600VA, Six (06) Anti-Virus with Five year License, Two Multi-Function Device (MFP), Ten (10) EBook Readers and All power Accessories (as per requirement for terminal connectivity)” for Defence Wing, Embassy of India, Yangon,

Ref. No. 0204/Jt Ser Act/DA/2024 (Eng)

Date:

Subject: Quotation for Supply of IT Equipments for the Defence Wing Embassy of India Yangon.

(a) Name, address, Mobile No. of the contractor firm.....

(b) Cost of each IT equipment

In Myanmar Kyat _____

Total (in words) _____

Total Cost of items as per quantity

- (i)
- (ii)
- (iii)
- (iv)
- (v)
- (vi)

Total Cost

Note: Please read instructions carefully and incorporate all necessary details.

It is confirmed that I/We have fully understood the terms for the tender of the Supply of IT Equipments to Defence Wing Embassy of India, Yangon and are agreeable to me/us.

Date :

Place :
(Office Seal/Stamp) Signature of authorized signatory
Name :

Designation :

in view of those terms. I/We do hereby declare that the entries made in the above form are true to the best of my/our knowledge and also we shall be found by the acts of my/our duly constituted attorney. I/We hereby understand that the submission of application does not guarantee for award of contract as service provider of Embassy of India, Yangon. I/We further understand that in case of any information submitted by me/us are found to be incorrect either before or even after the contract, Embassy of India, Yangon will have the right to summarily reject the application/cancel the contract at any time without assigning any reasons whatsoever.

Date :

Place :

(Office Seal/Stamp)

Signature of authorized signatory

Name :

Designation :