# HCI/Abuj/872/6/2022 High Commission of India Abuja

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# **Notice Inviting Tender**

Dated 03.02.2023

**Subject**: Invitation of tender for "Maintenance of Computers and related peripherals of High Commission of India, Abuja".

The High Commissioner of India to Nigeria, for and on behalf of the President of the Republic of India invites lump-sum tenders from reputed, experienced and financially sound companies registered under relevant laws of Nigeria which can provide maintenance services for Computers and related peripherals of High Commission of India, Abuja, initially for a period of **one year** as has been defined in **'Scope of work' mentioned in Section -2** of this tender document.

- 2. The interested service provider companies have to submit the tender in two bid system {i.e. (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to Head of Chancery, High Commission of India, Abuja. The Bids will be opened on 09.03.2023 at 1600 hrs by the Committee authorized by the Competent Authority of this High Commission. The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose.
- 3. The pre-bid meeting will be held in Rotunda Hall of High Commission of India, Abuja, Nigeria on 20.02.2023 at 1600 hours.
- 4. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India <a href="http://eprocure.gov.in/e-publishing">http://eprocure.gov.in/e-publishing</a>, the website of High Commission of India, Abuja, <a href="https://hciabuja.gov.in">https://hciabuja.gov.in</a> and the website of Ministry of External Affairs, Government of India <a href="https://mea.gov.in/">https://mea.gov.in/</a>. There is no fee for tender documents. The important schedule is given below:

Date of Publishing : 03.02.2023 (1000 hrs)
Bid submission start date : 03.02.2023 (1200 hrs)
Seek clarification start date : 03.02.2023 (1200 hrs)
Pre-bid meeting : 20.02.2023 (1600 hrs)
Seek clarification end date : 02.03.2023 (1600 hrs)
Bid submission end date : 06.03.2023 (1600 hrs)
Bid opening date : 09.03.2023 (1100 hrs)

5. The English language is to be used for the needs of this tender. Therefore, all supporting documents must be in English. No other language will be accepted. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the High Commission shall be final and binding.

(V.S.D.L Surendra)
DHC & HOC
E-mail: hoc.abuja@mea.gov.in

## Section-1: Instructions to the bidders

#### 1. General Instructions

- 1.1. For the Bidding / Tender Document purposes, the High Commission of India, Abuja shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Service provider and /or Bidder or interchangeably'.
- 1.2. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

## 2. <u>Minimum Eligibility Criteria and Eligibility Documents</u>

- 2.1. **Legally Valid Entity**: The Bidder/Bidding companies shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited/ Company registered under the relevant Act or a firm having trade license granted by government authorities to do business in Abuja. The proof for supporting the legal validity of the Bidder/Bidding company shall be attached attested copies of certificates issued by the respective authority with the technical bid.
- 2.2. Registration: The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same (attested copy of VAT registration certificate) shall be attached with the technical bid.
- 2.3. **Experience:** The bidders should have a minimum of five (05) years experience in the field as on 31.01.2023. The details of the work may also be elaborated to specify whether the works have been done for **Embassies** /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies. As a proof in support of the same, attested copies of experience certificates for completed work/ongoing work issued by the Foreign Embassies/Government Ministries/ Departments/ **Public** Companies/ reputed corporate organization/multinational companies shall be attached with the technical bid.

- 2.4. The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 2.5. Clients Satisfactory Service Certificates/Recommendations should be submitted by the tenderer, including recent and present clients.
- 2.6. **Bank Solvency**: Certificate of Solvency for Naira 1 million certified by bank. The certificate should not be older than six months.
- 2.7. **Annual Turnover**: The annual turnover of the tenderer should be equal to 3 million during the immediate last three consecutive financial years.

# 3. Preparation of bids

- 3.1. **Technical Bid**: Technical Bid should be prepared as per the proforma at **Section 3** and as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria.
- 3.2. **Financial Bid:** Financial Bid shall be submitted in a separate sealed envelope along with the bid documents as per the proforma at **Section-4** of this tender document. Financial bids of only those bidders will be opened who qualify in the technical bids.
- 3.3. <u>Taxes and Duties</u>: The bidder must include in their bids all duties, royalties and sales/service taxes or any other taxes, fees, transportation charges as applicable. The High Commission of India, Abuja will entertain no extra claim on this amount at any stage of execution of work.
- 4. <u>SUBMISSION OF BIDS:</u> The Bidders have to submit the bids in three <u>Envelope</u> First Envelope (Envelope 'A') containing Earnest Money Deposit, second Envelope (Envelope 'B') Technical Bid and should be superscribed "Technical Bid", the *third* Envelope (Envelope 'C') containing Financial bid and should be superscribed "Financial Bid". All the sealed covers should be placed in a large sealed envelope superscribed "Maintenance of Computers and related peripherals of High Commission of India, Abuja" and addressed to 'Head of Chancery, High Commission of India, Abuja.

**Earnest Money Deposit**: The bidder shall submit a Demand draft or Banker's cheque amounting to Naira 200,000 (Naira two hundred

thousand only) in the form of "Pay Order/Demand Draft or Bank Guarantee from any Scheduled bank recognised by the Central Bank of Nigeria" in favour of "High Commission of India, Abuja". **Bids received without EMD will not be considered and rejected summarily.** EMD of all unsuccessful bidders shall be refunded within 30 days of awarding the tender. No interest shall be payable for EMDs. The EMD will be forfeited on account of one or more of the following reasons:

- i. The bidder withdraws his bid during the period of bid validity;
- ii. In case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish performance guarantee;
- iii. Furnishing of any wrong information.

**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.

## 5. BID OPENING PROCEDURE

- 5.1. The Bids shall be opened in the Rotunda Hall of High Commission of India, Abuja, on 09.03.2023 at 1600 hrs before the Committee constituted by the Competent Authority of the High Commission of India, Abuja in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 5.2. The envelope "A" and "B" containing EMD and Technical Bid shall be opened first. After evaluation of Technical Bids, a list of qualified bidders will be prepared. Thereafter, Financial Bids (envelope "C") of only those bidders, who qualify in Technical Bids, shall be open by the Committee authorized for the purpose.
- 6. **Non-Disclosure Agreement:** The selected bidder shall submit a Non-Disclosure Agreement (NDA) after signing the agreement to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may obtain/acquire while providing services to the High Commission.
- 7. **Penalties:** High Commission of India, Abuja reserves its right to impose monetary penalties for delays, sub-standard works, unsatisfactory services, inadequately qualified staff, unauthorised absences and violation of any other condition mentioned in the Contract.

- **8.** Contract Management: The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the Bidder. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the High Commission of India, Abuja shall have the right at any time to terminate the contract forthwith and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in High Commission of India, Abuja. The High Commission of India, Abuja will have the right to review, for extension or cancel contract at any stage of execution with 30 days of notice.
- **9. Performance/Service Guarantee:** The bidder is required to submit **5% of annual contract** amount as Performance Guarantee within 15 days of signing the final contract (*Proforma at Annexure -I*). The Guarantee shall remain valid during the tenure of contract period and additional 60 days. No interest shall be paid on the Performance/ Service Guarantee. The guarantee amount in full or part may be forfeited in the case of terms and conditions of the contract are breached.
- 10. If any dispute, difference or question at any time arises between the Mission and the Service Provider in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration. 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. The Arbitration will have its sittings in High Commission of India, Abuja
- 11. PAYMENTS: The bidder shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1<sup>st</sup> of every month to the last day of the month. The bidder shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. All payments shall be made in Naira only.
- 12. The Service Provider shall be responsible for coordinating with concerned local authorities and compliance of all the local laws & rules in

carrying out the contracted work. In case of any notice of violation or imposition of penalty by any local authority, the Service Provider would be fully responsible for such acts/works undertaken by him and High Commission would be absolved from any claim or obligation thereof.

- 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.
- 14. **Sub-Service Providers**: No Sub-Service Provider shall be allowed.

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# **Section-2: Scope of Work**

The High Commission of India, Abuja has more than 50 Computers (desktop/Laptops) and related peripherals.

The High Commission would require services of one Computer Technician/IT Manager from 0900 to 1730 hrs on daily basis(Monday to Friday) and during Events organized in the Chancery and the Embassy Residence.

The Computer Technician/IT Manager should be certified WINDOWSN and FEDORA LINUX professionals and must have solid working knowledge and ability to work on LINUX command lines, installation of LINUX in Computer systems etc. The Computer Technician/IT Manager should be able to communicate in English language.

The Computer Technician/IT Manager will required to undertake the following works;

- 1. Attending day to day complaints in operation of Computers (desktop/Laptops) and related peripherals such as printers, scanners, CD/DVD drives, mouse, keyboard, monitors, UPS and photocopier machine etc.
- 2. Formatting and re-installation of software as required, checking system software, web browser setting and Internet connection compatibility on system etc.
- 3. Retrieval and restoration of computer and related data in the event of computer crashing.
- 4. Installation and update of anti-virus system. The anti-virus software will be provided by the High Commission.
- 5. Installation of LINUX/ VIMAN on a new system. The LINUX software CD, anti-virus software and other software's will be provided by the High Commission of India, Abuja.

- 6. Maintenance of Internet servers, Internet router and its network, LAN, Internet Protocol related hardware requirements and internet connectivity trouble shooting.
- 7. Providing technical support for online meeting/Video Conference to be held via digital platform such as WebEX, Google Meet, Microsoft Team on requirement basis in the premises of High Commission of India, Abuja or at the Residence of Ambassador of India, Abuja.
- 8. Updating the IT equipment in compliance with guidelines issued by Mission.
- 9. Configuration of email.
- 10. Work related to CCTV, television, intercom telephone, mobile phones, biometric attendance system, sound/audio/PA system, Wireless walkie talkie and any other electronic & ICT Equipment.

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## (To be printed on Bidder's letterhead)

## Section-3: Technical Bid

"Maintenance of Computers and related peripherals of High Commission of India, Abuja".

Dated: ...... 2023

To.

Shri V.S.D.L Surendra Dy. High Commissioner High Commission of India, Abuja

Ref: Invitation for Bid No. HCI/Abuj/872/6/2022 dated 03.02.2023

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

- 2. We offer to execute in conformity with the Bidding Documents for providing Maintenance of Computers and related peripherals of High Commission of India, Abuja.
- 3. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- 4. We also accept all the terms and conditions of this bidding document and undertake to abide by them.
- 5. Following attested supporting documents in proof of having fully adhered to Minimum Eligibility Criteria/Eligibility Documents are enclosed.
- (i) Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities.
- (ii) Certified copies VAT registration
- (iii) Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/Government Ministries/Departments/Public

Sector Companies/reputed corporate organization/ multinational companies.

(iv) Power of Attorney/Authorization for signing the bid documents.

Yours sincerely, Authorized Signatory Full Name and Designation

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

## Section-4: Financial bid

"Maintenance of Computers and related peripherals of High Commission of India, Abuja"

Dated: ...... 2023

To.

Shri V.S.D.L Surendra Dy. High Commissioner High Commission of India, Abuja

Ref: Invitation for Bid No. HCI/Abuj/872/6/2022 dated 03.02.2023

Sub: Financial Bid for "Maintenance of Computers and related peripherals of High Commission of India, Abuja".

I/We are submitting tender for "Maintenance of Computers and related peripherals of High Commission of India, Abuja" against Tender Notice No. HCI/Abuj/872/6/2022 dated 03.02.2023.

As part of the Bid, we hereby offer Naira.....(In Words Naira ......) exclusive of VAT per month, for providing Maintenance services of Computers and related peripherals of High Commission of India, Abuja.

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder.

If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature,

If any information or document submitted is found to be false/incorrect, High Commission of India, Abuja may cancel my/our Tender and can take any action as deemed fit including termination of the

contract, for feature of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

Note: All the above work will conform to Abuja Municipality Norms.

For and on Behalf of: (Authorized Signatory)

Signature

Designation:

# Performance / Service Guarantee Format

To,
High Commission of India
Abuja.
WHEREAS (Name of the Service Provider) herein
called "the Bidder" has undertaken, in pursuance of tender No.
<del>-</del>
HCI/Abuj/872/6/2022 dated 03.02.2023 to provide "Maintenance of
Computers and related peripherals of High Commission of India,
Abuja". hereinafter called "the Contract".
AND WHEREAS it has been stipulated by you in the said Contract that the
Service Provider shall furnish you with a Bank Guarantee by a recognized
Bank for the sum specified therein as security for compliance with our
performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Service Provider a Guarantee.
THERFORE We hereby affirm that we are Guarantors and responsible to
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you, on behalf of the Service Provider, up to a total of
(Amount of the Guarantee in Words and Figures 5% of annual invoice) and
we undertake to pay you, upon your first written demand declaring the
Supplier to be in default under the Contract and without cavil or argument,
any sum or sums within the limit of (Amount of Guarantee)
as aforesaid, without your needing to prove or to show grounds or reasons
for your demand or the sum specified therein.
This guarantee is valid until the day of, 20
(Signature and Seal of Guarantors)
(Signature and Sear of Guarantors)
Data
Date:
Address:

