No. Abuj/Admn/872/6/2022
High Commission of India
Abuja

https://hciabuja.gov.in/tendern.php
https://eprocure.gov.in/cppp/
https://mea.gov.in

Date: **20 December 2022**

Tender invitation for Annual Maintenance Contract (AMC) for ICT equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

The President of India acting through the High Commission of India in Abuja requests proposals in sealed envelopes from appropriately qualified and adequately experienced Service Providers for **Annual Maintenance Contract (AMC)** for ICT equipment/systems in the Chancery-cum-Embassy Residence Complex in **at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Mr. V.S.D.L Surendra, Head of Chancery, High Commission of India, **364 Cadastral Zone, Central Business District, FCT, Abuja,** email- hoc.abuja@mea.gov.in on or before **1700 hrs on 13 January 2023**.

The detailed tender document along with its annexure may be downloaded from Central Procurement Portal https://eprocure.gov.in/cppp/ and also the official website of the High Commission of India, Abuja at https://hciabuja.gov.in/tendern.php

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Service Provider by the High Commission of India, Abuja for maintenance of IT equipment/systems.

3. Location and description of Property:

High Commission of India
No. 364, Cadastral Zone,
Central Business District (CBD)
Abuja, Nigeria

Embassy Residence, Maitama, Abuja

4. Scope of Work:

Attached at Section IV

5. Pre-bid meeting & 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 Service Provider. Interested firms can visit the site at **1100 hrs on 09 January 2023**.

6. Technical bids will be opened on 1600 hrs on **17 January 2023** in the High Commission of India, Abuja. All pages of the submission document must be signed by the authorised signatory.

7. The important schedules and dates are as under:

	Key Event	***Dates***
1.	Publication of Tender document	21 December 2022
	Pre-bid Meeting & Site visit	09 January 2023 at 1100 hrs
2.	Last date for submission of Bids	13 January 2023 by 1700 hrs
3.	Date* of Opening of Technical Bids *(Participant bidders may wish to be present)* **Date & time for opening of financial bids of technically qualified bidders will be communicated separately.* *A letter of authorization with the photograph of the representative shall be submitted by the Bidder's representatives before opening of the Bids. Absence of bidder or their representative shall not impair the legality of the opening procedures.*	**17 January 2023** at 1600 hrs
4.	Venue for Opening of Bids	High Commission of India, Abuja, Nigeria

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Tender invitation for Annual Maintenance Contract (AMC) for ICT equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

B. Financial Bid Documents:

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD) etc. (Section-VII)

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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Tender invitation for Annual Maintenance Contract (AMC) for ICT equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Invitation to Tender

The President of India acting through the High Commission of India in Abuja invites Lump-sum Fixed Price Tender for **Annual Maintenance Contract (AMC)** Tender invitation for Annual Maintenance Contract (AMC) for ICT equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja.** The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

1. The last date of submission of sealed bids is **1700 hrs on 13 January 2023** in the office of Mr. V.S.D.L Surendra, Head of Chancery, High Commission of India, 364 Cadastral Zone, Central Business District, FCT, Abuja. Any Tender received after this date and time will not be considered.

2. Technical bids will be opened **on 1600 hrs on 17 January 2023** in the High Commission of India, Abuja. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Abuja.

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:

4.1 **Permit**: The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in the Diplomatic property of the High Commission of India. The bidder should have an experience of at least 3 to 4 years in providing Information and Communication Service.

4.2 **Similar work**: The Tenderer must have satisfactorily completed similar work which means ICT works.

4.3 **Clients Satisfactory Service Certificates/Recommendations should be submitted by the tenderer, including recent and present clients.**

4.4 **Bank Solvency**: Certificate of Solvency for Naira 50 million certified by bank. The certificate should not be older than six months.

4.5 **Annual Turnover**: The annual turnover of the tenderer should be equal to 30 million during the immediate last three consecutive financial years.

4.6 **Profit-Loss**: The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

4.7 Verifiable Documents: All the above documents submitted by the bidder must be verifiable online through appropriate authorised agencies.

5. Performance Security: 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached).

6. Clarification on Technical Bid Evaluation:

1) The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

2) If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

3) Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

7. Clarification on Financial Bid Evaluation:

The Financial Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

8. Financial quote & variations: Service Provider shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Service Provider shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Service Provider shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions. Service Provider shall provide a list of items to be kept in the store of High Commission Chancery containing items for regular/ periodic use/replacement and furnish account of their utilisation to the designated authority of the client on a regular basis.

9. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

10. Arbitration:

10.1 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.

10.2 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.

10.3 The Arbitration will have its sittings in High Commission of India, Abuja

11. Rejection: High Commission of India, Abuja 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.

12. Sub-Service Providers: No Sub-Service Provider shall be allowed.

13. The successful Tenderer shall be responsible for coordinating his work with the concerned local authorities.

[V.S.D.L Surendra]
Deputy High Commissioner/Head of Chancery
Address: High Commission of India
Email : hoc.abuja@mea.gov.in

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High Commission of India
Abuja

Tender invitation for Annual Maintenance Contract (AMC) Tender invitation for Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
Section - VI	:	Form of Bid
Section - VII	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.

1.2 **Site visit**: Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 **Cost of Tendering** – The High Commission of India, Abuja 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.

1.4 Earnest Money Deposit

1. The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) amounting to Naira 500,000 (Naira five 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.

2. The successful bidder is required to submit **5% of** annual contract amount Performance Guarantee before the commencement order is given and within 10 days of signing the final contract. The EMD of the successful bidder may be adjusted in the Performance Guarantee by depositing the difference in amount of Performance Guarantee or alternatively EMD could be refunded by taking a fresh guarantee. The guarantee shall remain valid during the tenure of contract period and additional 45 days. The guarantee amount in full may be forfeited in the following cases:

i. When the terms and conditions of the contract are breached.
ii. When the service provider fails to comply with minimum service levels agree upon.
iii. Failure of the service provider to comply with statutory requirements shall constitute sufficient ground for annulment of the award and forfeiture of service guarantee. Notice with reasonable time will be given to service provider in case of forfeiture of performance guarantee. The guarantee money shall be valid for additional 60 days and shall be re-funded after successful completion of contract period provided there is no breach of contract. No interest shall be paid on the Performance/Service Guarantee.

1.5 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.5.1 The bidder shall examine the scope of work and other Documents and all Addenda (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.
1.5.2 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.
1.5.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.
1.5.4 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 Nigerian Naira only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.6 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.

1.7 Tender and Schedule of Quantities
1.7.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
1.7.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
1.7.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
1.7.4 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.
1.7.5 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.

1.8 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.

1.9 Errors and Rectification:
1.9.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.
1.9.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.9.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with 'Tender for **Annual Maintenance Contract (AMC)** Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**" which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII This envelope is to be super-scribed as "***EMD"***

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "***Technical Bid***".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "***Financial Bid***".

1.9.4 The last date of submission of sealed bids is 1700 hrs on **13 January 2023** in the office of **Head of Chancery, High Commission of India at 364, Cadastral Zone, Central Business District (CBD), FCT, Abuja, Nigeria.**

1.9.5 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Abuja to all Bidders. Tenders received after this date will not be considered.

1.9.6 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.

1.10 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India, Abuja. The High Commission of India, Abuja 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.

1.11 Amendments to Tender Document - At any time prior to the date of opening of the tender, the High Commission of India, Abuja 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 High Commission of India, Abuja

1.12 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mohammad Abdullah, Attache (Admin), **364, Cadastral Zone, Central Business District (CBD), FCT, Abuja, Nigeria** email-info.abuja@mea.gov.in

1.13 All information requested by and supplied to one bidder will be supplied to all bidders.

1.14 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India, Abuja as to the meaning of anything connected with the Tender Document.

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

1.15.1 If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Abuja

1.15.2 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.

1.15.3 If there is evidence of collusion between Bidders.

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

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

1.15.6 If documents furnished are not in conformity with other verifiable (online/offline) sources.

1.16 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 of Value Added Tax.**

1.16.1 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.

1.17 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 High Commission of India, Abuja.

1.18 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.

1.19 Payments:

1.20.1 The payment towards the Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja** will be made on monthly basis at the end of the last working day of the month on submission of invoice by the company and the Register indicating works done with feedback from concerned officials/Residents. In case of any shortfall in services, appropriate deductions would be made for non-performance of designated services within the stipulated timeframe.

1.20.2 The detailed work schedule and the payment schedule would be furnished by the Service Provider to the High Commission of India, Abuja who will approve it before it forms part of the agreement.

1.21 High Commission of India, Abuja's right to waive - High Commission of India, Abuja reserves the right to waive any deficiency in any tender where such waiver is in the interest of the High Commission of India, Abuja except that no proposal will be accepted if the Earnest Money Deposit (EMD) or/any of the preceding statutory documents was not submitted with the tender.

1.22 **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.

Tender invitation for Annual Maintenance Contract (AMC) Tender invitation for Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Section-II

2 Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be 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.

The following information may also be provided by the bidder in the Technical Bid:

Description	**Response (provide documents, details, data, etc.). *Attach extra sheet if needed***
Name of the Bidding Firm	
Name of Partner (s) & Nationality	
CAC Number VAT Registration No.	
Name of the Authorised Signatory Nationality Passport Number	
Past experience (years) and references/clients in similar works (number; names of clients)	
Take home pay of individual staffs	
Coordinates (name, address, email, contact, etc.) of top management personnel including owner	
Any other services provided by the agency/Service Provider	
Total turnover in the latest financial year	
Tax Returns for last 03 years	
What is the rate of turnover of managerial and field staff?	
Total employees of the company/Service Provider. Can more personnel be drawn during events, emergency, etc.?	
Does it meet the minimum wage policy of the Nigerian government? Are other local legal and labour obligations met?	
Are the staff proposed to be deployed trained in the requisite work? Where and how is the training carried out?	
Provide details of technology and supervision	

mechanisms to monitor staff presence and efficiency	
Is the company/Service Provider licensed and/or registered by local statutory authorities? Provide company registration and licensing certificate	
Does the agency have any industry certificate of quality? If yes, please attach a copy.	

Tender invitation for Annual Maintenance Contract (AMC) Tender invitation for Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Section-III

3 Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price 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.

3.2 **Quoted price shall be exclusive of VAT.** The quoted price should include lump sum charges for Labour/transportation and maintenance works required/ necessary, if any, for complete installation.

3.3 **Commencement date of work** shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award.

3.4 **Specification**: All the items used by the Service Provider, shall be from branded and reputed brands and quality of the services rendered should not be compromised at all.

3.5 **Non-completion of work:** In case of non-completion of the contracted work within stipulated time, the High Commission of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Service Provider.

3.6 **Force Majeure 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.

3.7 Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

3.8 On completion of the Contract, Service Provider shall submit all equipment manuals, guarantee cards, specifications etc.

3.9 **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 15 days, for a period of 1 (one) year. The contract may be extended on annual basis for a maximum of total three years on mutual consent subject to satisfactory performance report by the users, and subject to no increase in the value of the Contract and no change in the existing terms and conditions.

3.10 **Termination of Contract:** In the extraordinary circumstances, Mission reserves the right to terminate the contract at any point of time during the tenure of contract, if the services are not found satisfactory or the Service Provider dishonours the contract. Decision of the Mission in this regard shall be final and binding upon the Service Provider.

3.11 The Service Provider must deploy the qualified technician/engineer. Besides, the bidder shall be responsible for verification of character and antecedents by the Police Authorities of the technician/engineer, which to be submitted within a month of award of contract. Certificate from National Drug Law Enforcement Agency (NDLEA) is also to be submitted by the Service Provider. These documents are to be submitted prior to commencement of work at the High Commission.

3.12 Staff should be available at the Chancery complex as per following details:

ICT Technician/Engineer: (Monday to Friday 0830-1700 hrs). During non-working hours and holidays, the Technician/Engineer must be available on call 24x7. The ICT Technician/Engineer having experience of at least 5 years is to be deputed by the company concerned. He shall maintain a register with daily details of all types of services performed by the technicians deployed.

3.12 The technician/engineer shall take stock of ICT equipment/systems and other components under the Scope of Work (Section – iv) of this tender document to ensure the proper maintenance and timely repair. The Service Provider is obliged to replace, without unreasonable delay and at no cost to the High Commission, the personnel or with whom the High Commission finds it difficult to collaborate.

3.13. Details of professional qualifications and experience of technician/engineer to be deployed should also be furnished at the time of bidding for the tender (with technical tender). Besides, the bidder shall be responsible for verification of character and antecedents by the Police Authorities of the technicians and all its staff, which to be submitted within a month of award of contract. An experienced person may be assigned the job of Technician/Engineer. The educational/technical qualification certificates of the technician/engineer attested by Nigerian Ministry of Foreign Affairs should be submitted within a week of signing of the contract by the successful bidder. The technician/engineer shall personally visit installations under operation daily and ensure Planned Preventive Maintenance (PPM) is followed strictly.

3.14. **Emergency Service**: Service provider will make available its personnel(s) in the event of emergency at the earliest (within an hour) once assistance is requested by the High Commission. Service Provider will ensure the Services of Staff are made available after the hours mentioned above and on Sundays/closed holidays in Emergency and in case of any Events organized in the Chancery. In the financial bid, cost per man hour may be quoted for working on closed holidays/beyond the working hours, among other costs.

3.15. The Service Provider shall be responsible for minimum wages payment to his employees as per local laws. Besides, workmen compensation policy shall be taken for all workers by the Service Provider at his cost. The Service Provider should agree to allow review of pay slips/banks statements of its staff deputed with the High Commission to cross check. In the financial bid, the monthly salary payable to the staff, who are required to be available for duty at Chancery from Monday to Friday, should be quoted. In case of absence of any of such staff, Mission will deduct the proportionate amount. The High Commission of India shall be kept immune from any mishappening at site.

3.16. Any financial loss caused due to the damage attributed to negligence by Service Provider installed at the premises would be deducted from the performance guarantee.

3.17 The awardee firm will attend to all complaints immediately after intimation from *Admin Section* in the Mission. If the Service Provider is not able to do assigned maintenance work in reasonable time, the Mission reserves the right to get the same get done from any other source and recover from the Service Provider the cost of such work not attended to by the Service Provider.

3.18 If any incident of theft/pilferage by the workers of the Service Provider is reported causing pecuniary loss to the Mission, the entire cost would be recovered from the firm besides annulment of the contract.

3.19 The Service provider must know and follow their duties related to safety for all personnel.

3.20 All workers must wear uniform of the company at all times. The dresses should not be untidy. Workers should be given sufficient dresses by the Service Provider.

3.21 The workers should not be allowed to bring any of their personal belongings including mobile phones. They should deposit their personal belongings at Security gate.

3.22 Service Provider shall provide all necessary materials/tools/equipment to its staff for them to carry out their task effectively. A designated space will be given in the premises where such materials may be kept.

3.23 Any damage caused to the property of the buildings/floor due to unsuitable/harmful materials or due to the negligence on the part of the workers will be liable to be compensated by the service provider Service Provider/firm.

3.24 The Service Provider should make an effort to ensure that back-up/relief staff is available in case of absence of existing staff. Absence will result in proportionate deduction from monthly payment based on the Attendance Register kept with the India-based Security Assistance at Chancery.

3.25 The Service Provider shall provide the coordinates (name, address, contact details) of the technician/engineer along with the photographs.

3.26 The services will need to be made operational within 30 days from the date of award of contract, failing which HCI reserves the right to cancel the contract and award it to any other service provider.

3.27 **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.

3.28 Execution Method: The High Commission shall approve the following for effective performance of tasks:

i. Standard operation procedure for all service categories,
ii. Daily/Weekly/Monthly/Quarterly/Yearly Maintenance Schedules,
iii. Logbooks/Log sheets
iv. Down time scheduling of various services

Tender invitation for Annual Maintenance Contract (AMC) for ICT equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Section-IV

4 Scope of Work

Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.

Providing maintenance services and maintenance of Desktops/ PCs/Laptops & peripherals (UPS, Printer, Monitor etc.)/Server Room/Closed Circuit Cameras (CCTV)/Wireless Walkie Talkie and any other ICT equipment.

(i) Service and maintenance of all the hardware
(ii) Software support including installation of Operating System [Windows/Linux (Viman/ Fedora)/MAC)] Device Drivers and other similar support services
(iii) Support services in relation to Internet and LAN
(iv) Up-gradation of systems with the use of the available resources in order to enhance their effectiveness
(v) Regular diagnosis and monitoring of all the IT equipment
(vi) Support internal security policy in relation of the network
(vii) Configuration of the email clients for access to official mail.
(vii) Repair of the server and fault diagnosis with recommendations for repair
(viii) Support for backup of critical data of the Mission
(ix) Support for network virus protection and updating databases
(x) Support services in relation to firmware updates
(xi) Updating the IT equipment in compliance with guidelines issued by the Mission
(xii) Advice on the implementation of new software/hardware and various related equipment
(xiii) Support for Linux based operating systems, its peripherals and related technical issues
(xiv) Technical support for IT Network of Mission

Note:

a) The Vendor will render its services at the Mission's site. In case, the repair can't be done at the Mission's site, the Vendor will have to take prior permission from the Mission for taking particular equipment to the service center. The cost of shifting the equipment to and from the Service Center shall be borne by the Vendor.

b) The Vendor shall maintain strict confidentiality about any data or other information which may come to its knowledge while performing its duties under this contract and shall not disclose or cause to be disclosed, such data or information to a third party or use itself without express permission from the Mission. The Vendor shall not be allowed remote access to any of the systems without permission of the Mission. The vendor will not be allowed to carry any storage device, tool or software inside the Mission's premises.

c) The Vendor will provide one technician/engineer who will remain available at the Mission from 9.00 am to 5.30 pm and remain on call after officer hours and on closed holidays. The technician/engineer will have to attend Embassy for any problem if called

and provide emergency visits on need basis without any additional cost. It is also required that a representative of the vendor is available on phone (vender will provide a mobile
number for this purpose) at all the time.

BREAKDOWN SERVICE:

In addition to the above, the Company shall attend to the breakdown/emergency services calls as and when called and the charges are included in our offer.

1. The Technician will provide assistance for arranging ICT Services for all the functions/events to be held at the above premises. He will stay till the end of the function.

2. CHECKLISTS & PPM TASK:
   i. Contractor will prepare a detailed checklist: PPM task customized for the above work. The Plan will capture all the daily, weekly, Monthly tasks
   ii. For the daily Tasks, Agency will prepare Checklists for various activities and the checklist will have to be checked: signed by the client.
   iii. The above Plans, SOPs and Checklists will be firmed up, approved by the client and signed off by both the parties prior to commencement of operations at above premises.

ANNEXURE-II

No. Abuj/Admn/872/6/2022
High Commission of India
Abuja

Document II: Financial Bid:

Tender invitation for Annual Maintenance Contract (AMC) Tender invitation for Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Section-V

Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

4.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

4.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

4.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

4.4 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.

4.5 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.

Tender invitation for Annual Maintenance Contract (AMC) Tender invitation for Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**
Section-VI

5 Form of Tender

(**To be submitted by the bidder**)

TO: High Commissioner of India in,
High Commission of India, Abuja

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: Nigerian Naira_____exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -------

duly authorized to sign tenders for and on behalf of

Address:

Date:

No. Abuj/Admn/872/6/2022
High Commission of India
Abuja

Tender invitation for Annual Maintenance Contract (AMC) Tender invitation for Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Section-VII

6 **Bank Guarantee Proforma for Earnest Money Deposit**

Bank Guarantee No.....
Brief description of contract: **Annual Maintenance Contract (AMC) for**) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Name and Address of Beneficiary: High Commission of India, **364 Cadastral Zone, Central Business District, FCT, Abuja.**

Date:

Whereas M/s (**Name of Service Provider with address**)_____ have submitted their tender for **Annual Maintenance Contract (AMC) for cleaning and general housekeeping of Chancery-cum-Residential complex at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**, and one of the tender conditions is for the M/s (**Name of Service Provider with address**) _____to submit a Bank Guarantee for Earnest Money Deposit amounting to **Naira 500,000**. In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **Naira 500,000**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **Naira 500,000**.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____up to the (**date after 180 days from date of issue**) _____and claims under this guarantee should be submitted not later than (**date after 180 Days from date of issue**)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the Republic of Nigeria and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Republic of Nigeria Courts.

Date: Place:
Name: Signature:

No. Abuj/Admn/872/6/2022
High Commission of India
Abuja

Tender invitation for Annual Maintenance Contract (AMC) Tender invitation for Annual Maintenance Contract (AMC) for Information and Communication Technologies (ICT) equipment/systems in the Chancery-cum-Embassy Residence Complex **of at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....
Brief description of contract: **Annual Maintenance Contract (AMC) for cleaning and general housekeeping of Chancery-cum-Residential complex at 364 Cadastral Zone, Central Business District, FCT, Abuja**

Name and Address of Beneficiary: High Commission of India, **364 Cadastral Zone, Central Business District, FCT, Abuja.**

Whereas M/s (**Name of Service Provider with address**) have submitted their tender for : **Annual Maintenance Contract (AMC) for cleaning and general housekeeping of Chancery-cum-Residential complex at 364 Cadastral Zone, Central Business District, FCT, Abuja and at the Embassy Residence, Maitama, Abuja**, and one of the tender conditions is for the M/s (**Name of Service Provider with address**)_____ to submit a Bank Guarantee for Performance Security (5% of contract value-consultant's fee) amounting to (***To be indicated in local currency or US$ by the Mission/Post calculated as 5% of the tendered cost***). In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (***To be indicated in local currency or US$ by the Mission/Post calculated as 5% of the tendered cost***).

2. This guarantee is valid for a period of **60 Days after the date of completion of work** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (***To be indicated in local currency or US$ by the Mission/Post calculated as 5% of the tendered cost***)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____up to the (**date should be two months after the date of completion of work**) _____and claims under this guarantee should be submitted not later than (**from date of expiry**)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.
6. This guarantee shall be governed and construed in accordance with the laws of the Republic of Nigeria and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Republic of Nigeria Courts.

Date: Place:

Name:

Signature: