

TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF Ku/KA band V-SAT/iDirect
V-SAT SYSTEM FOR 6 Mbps download and 512 Kbps upload(OR EQUIVALENT), UNSHARED,
DEDICATED LIMITED MONTHLY VOLUME OR
SHARED, UNLIMITED FOR EACH TERMINAL INTERNET LEASED
CONNECTIVITY INCLUDING ALL HARDWARE AT THE RESIDENCES (IN ASMARA)
OF THREE OFFICERS OF THE EMBASSY OF INDIA, ASMARA (ERITREA)



No: ASM/ADM/872/01/2022
ADMINISTRATION DIVISION,
EMBASSY OF INDIA
HOUSE NO. 6, CITY CENTRE STREET 173-5, ASMARA, ERITREA
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**Embassy of India
Asmara**

NOTICE INVITING BIDS

Embassy of India invites sealed and separate tenders under two bid systems (Technical & Financial Bid) from established/reputed agencies for Supply, Installation & Commissioning of 6 Mbps download and 512 Kbps upload Internet Leased Line Connectivity with a limited/limited monthly volume of data through Ku/KA band or iDirect VSAT at the residences of three officers of the Embassy of India in Asmara for a period of two years, extendable two years, subject to mutual agreement.

2. The last date of receipt of offer in sealed envelope is on or before 8th April, 2022 up to 1700 hrs. Tender documents are available on our website www.eoiasmara.gov.in and www.eprocure.gov.in. Details can also be collected from Shri Jacob C. Abraham, Tel +291 1 17314.
3. The bids shall remain valid for 90 days from the date of opening of technical bid and financial bid. Any future clarification and /or corrigendum(s) shall be communicated through 'Tender Notice' section on the Embassy website <http://www.eoiasmara.gov.in>
4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

ASM/ADM/872/01/2022 dt 9th June, 2022

Sd/-
Head of Chancery

Bidder details

- a) Name/Address of Agency including PIN Code:
- b) Registrations Details with date:
- c) Owner's Name:
- d) Income Tax Pan No.
- e) Service Tax Registration No.
- f) Telephone No. Off. Res. Mobile
- g) Residential Address
- h) Annual turnover for last three financial year
- i) List of Major Corporate Clients
- j) Performance Report, If any
- k) Any Other Information/ Documents which may help in assessing Bidder's abilities

Bidder's signature with stamp

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelop of Part-I should be superscribed as "Tender for Providing the Internet through Ku/KA band or iDirect VSAT Connectivity, Part-I Technical Bid" and Envelop of Part- II should be superscribed as "Tender for Providing the Internet through VSAT Connectivity, Part-II Financial Bid"

1. Eligibility Criteria:

The Agencies that fulfill the following requirements shall be eligible to apply.

1.1 The agency must have at least two international renowned upstream providers.

1.2 The firm / agency must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 365 days. List of Customer Service Center(s) must be enclosed with technical bid.

1.3 The firm / agency have adequate bandwidth at the backup to provide the desired bandwidth in Embassy. Supporting document must be enclosed with technical bid.

1.4 The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

1.5 The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

2. Local Conditions:

Embassy of India, Asmara will provide all the necessary document which will enable supplier to import the equipment without custom charges.

It shall be the responsibility on part of each tenderer to fully informed/acquainted/ familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid may visit and make themselves thoroughly acquainted with the local site conditions.

The Embassy shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Embassy, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Embassy.

3. Validity:

3.1 Quoted rates must be valid for a period of 90 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required.

3.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

4. Earnest Money Deposit if any.

5. Performance Security

The supplier shall furnish performance security to the purchaser for an amount equal to three percent (3%) of the total value of the contract (excluding optional items).

6. Installation & Commissioning:

After finalization of the tender, a Letter of Intent (LOI) shall be issued to the successful bidder. The bidder shall sign the formal agreement within one week from the date of issue of LOI. After signing the contract agreement, the agency shall commence the execution of work. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.

7. Payment Terms & Conditions:

Annual Recurring (bandwidth) charges shall be payable on Quarterly/Half-yearly/Yearly basis after the submission of monthly connectivity report at the end of each quarter (3/6/9/12 Months), for this the Service Provider will raise the bill at least two weeks in advance before the end of each quarter.

8. Contract Period: The contract period for providing the Internet Connectivity to the residences of entitled officers of the Embassy would be initially for two years, extendable to two years at the same price or subject to mutual agreement. The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to the Embassy.

9. Tender Preparation Expenses: All costs incurred by the tenderer in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Embassy.

10. Financial Bid: The rates should be quoted in US\$/Euro/Nakfa/Indian Rupees inclusive of the essential charges on FOR at destination site basis in the prescribe format (Annexure - I) with complete description. Name of the manufacturer, part number must be indicated clearly in the proforma invoice / quotation failing which the same shall be liable for rejection.

NB: If any of the conditions mentioned in the tender inquiry document are altered/changed/ modified / add any new condition, which are not compliance with tender inquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

11. Tender Evaluation: The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender inquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are in compliance with all clauses specified in the tender inquiry document. During the evaluation / scrutiny of the tenders, at any stage, if it is

found that any of the tenderer(s) terms and conditions are not compliance with tender inquiry document, Embassy may seek the clarification within the specified target time and if the tenderer fails to reply/or not agree/ accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Embassy, order may be awarded accordingly.

12. Award of Contract:

After due evaluation of the financial bid(s), the Embassy will award the contract to the lowest evaluated responsive tenderer (hereinafter referred to as the "Service Provider").

13. Commencement of Contract: The Service Provider shall commence the work within four weeks from the date of signing the contract agreement.

14. Service Provider Obligations:

14.1 The Service Provider shall be responsible for providing 6/0.5 Mbps (or equivalent) leased line internet connectivity at residences of three officers premises all the time throughout the contract period.

14.2. The Service Provider shall be responsible for commissioning and configuring of hardware and connectivity.

14.3. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by the Service Provider.

14.4 The Vendor shall pay all his taxes/duties regularly to the local government. Any unrefunded VAT amount due to negligence on the part of the vendor, the same shall be recovered from next bill.

14.5 The vendor shall comply to the local wages rules and other rules, regulations and notifications as prescribed by the Government of Eritrea, relevant to this tender.

14.6 The vendor shall ensure that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the customer, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.

15. Penalty: The agency shall ensure un-interrupted transmission of internet line throughout the contract period. If any breakdown occurs, the same shall be rectified within a reasonable time period. A penalty @ ½ % of the total contract value per day shall be imposed in case the problem persists beyond a period of 3 days from the day of breakdown.

16. Force Majeure: Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur,

exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

17. Arbitration: In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

18. Jurisdiction: The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract.

19. Clarification: The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Administration Section (Phone: +291 1 117314 and email id: hoc.asmara@mea.gov.in & adm.asmara@mea.gov.in). At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment. The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

Other Terms & Conditions

1. It is advised to make a site visit and assess the requirements before submitting Bids.
2. Technical Bids shall include EMD, company profile, address of the company, point of contacts, clients details and other information which are relevant to assess the suitability of the company. A copy of all tender documents duly signed & stamped will be attached to the Technical Bid.
3. Offer in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical / Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.
4. Envelope of technical bid & financial bid should be individually sealed and then placed in a third envelope, to be sealed and superscribed with tender number, due date of submission and address to: Head of Chancery Embassy of India, House No. 6, Citi Centre St 173-5, Asmara, Eritrea
5. Important dates relating to the tender are as follows:

Sl. No.	Particulars	Date
i.	Date of Publishing	10.06.2022
ii.	Document submission start date	15.06.2022
iii.	Document submission – last date	12.07.2022
iv.	Technical Bids opening date	13.07.2022
v.	Financial Bid opening date	13.07.2022

6. Sealed tender should reach the Embassy before the last date of submission. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.
7. At any time prior to the deadline of submission of bid, the Embassy for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the Embassy's website under Tender Notice Section.
8. Agencies may send their authorized representative at the time of opening of Technical & Financial Bids on the above mentioned dates. For any clarification, agencies may contact Shri Jacob C. Abraham, HOC at +291 1 117314 and hoc.asmara@mea.gov.in.
9. The financial bid(s) of only those tenderer(s) will be opened, who qualifies in technical evaluation.
10. The Embassy reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

Prequalification/Evaluation/Exclusion Criteria:

Sl. No.	Particulars	Details
1	Experience	1 (a) The company/contractor should have minimum three years experience in the field (b) Preference will be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels etc. Proof of the experience from that organization needs to be attached
2	Registration	The company/contractor should have a valid Registration Number No. either in India and/or Eritrea
3	Turnover	The contractor should have a minimum turnover of Nakfa 1,00,000/- or equivalent US\$ or Indian Rupees per year or equivalent in INR.
4	Corporate	The contractor should have a minimum 5 reputed clients to whom clients they are providing their services (satisfaction certificate from clients is essential)
5	International Upstream providers	The contractor should have minimum two international upstream providers.
NOTE: Unprecedented situation: If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to those contractor which scores more evaluation marks in the technical bids.		

Scope of work

The Service Provider shall provide 6/0.5 mbps (or equivalent) Internet Leased Line Connectivity of limited/capped monthly volume VSAT to the residences of the three Officers of the Embassy of India, Asmara at all time (24x7x365). The Service Provide shall immediately attend to any problem of the connection and ensure uninterrupted transmission of internet.

Annexure I

Financial Bid Rates

Sl. No.	Particulars	Charges in Nakfa/INR/US\$/Euro	VAT in Nakfa/INR/US\$/Euro	Other applicable Taxes as per Local laws (in Nakfa/INR/US\$/Euro)	Total monthly charges in Nakfa/INR/US\$/Euro
1.	BUC, Modem, 120cm Dish Antenna & other accessories including installation for Ku/KA/iDirect system.				
2	Charges per month for providing of 6 Mbps down and 512 Kbps up (or equivalent) and shared unlimited uninterrupted leased internet lines to three residences of the officers of the Embassy at a monthly limited/capped monthly volume at each residence.				
3	Cost of Air Freight				
4	Final rate in words				
5	Other charges, if any				
6	If including VAT (please specify)				

Note:- 1. Rates for any additional /optional features to be mentioned clearly and separately.

2. Price must be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.

3. We have gone through the terms & conditions stipulated in the Tender Documents and confirm to abide by the same.

4. All the necessary document for local custom clearance will be provided by Embassy of India, Asmara

5. No other charges would be payable by the Embassy.

Bidder's Signature
Seal