

**High Commission of India  
Lilongwe**

**Tender Document**

**for**

**Supply of 200 Laptops to  
the Government of Malawi**

**Tender No.: LIL/103/03/2021**

**Tender Published on : 05 April 2022**

**Last date for submission of bids: 09 May 2022 at 1700 hrs.**

**Tender Document is available for downloading at  
[www.hcililongwe.gov.in/tenders.php](http://www.hcililongwe.gov.in/tenders.php)**

**High Commission of India  
P.O. Box No. 1482, Plot No. 55, Area-9,  
Lilongwe - Malawi**

**Tender No. LIL/103/03/2021**  
**High Commission of India**  
**Lilongwe**

**TENDER NOTICE**

High Commission of India, Lilongwe invites sealed quotations from Original Manufacturers / Suppliers of Laptops or their authorized distributors for supply as per specifications given in the Tender Documents on CIF Lilongwe basis.

Tender document can be obtained from the High Commission of India, Lilongwe between 1100 hrs. to 1500 hrs. on all working days or downloaded from Mission's website: <https://hcililongwe.gov.in/tenders.php>

The sealed quotations would be accepted till **1700 hrs on 09 May 2022**. Bidders will have to submit a Bid Securing Declaration along with the bid. The quotations should be submitted in two separate sealed envelopes for Technical and Financial Bid, clearly superscribed as '**Tender for Supply of 200 Laptops to the Government of Malawi**'. The sealed quotations would be opened on **11 May 2022 at 1500 hrs** at the High Commission in the presence of the authorized representatives of the companies present. High Commission of India, Lilongwe reserves the right to reject one or all of the bids without assigning any reasons.

(Head of Chancery)  
High Commission of India  
P.O. Box No. 1482, Plot No.55, Area-9  
Lilongwe – Malawi  
Tel: +265 1 759 337

## SECTION I

### INVITATION FOR BIDS [IFB]

1. High Commission of India, Lilongwe invites sealed bids from eligible bidders for supply of 200 laptops on CIF – Lilongwe basis as per Schedule of Requirements:

2. **Contact Information:**

Head of Chancery  
High Commission of India  
P.O. Box No. 1482, Plot No.55, Area-9,  
Lilongwe -Malawi  
Tel: +265 1 759 337  
Email: [hoc.malawi@mea.gov.in](mailto:hoc.malawi@mea.gov.in) / website: <https://hcililongwe.gov.in>

3. **Date of submission of bids and opening of bids**

- (a) Last date for submission of bids on 09 May 2022.
- (b) Bid will be opened on 11 May 2022 at High Commission of India, Lilongwe
- (c) The representatives of bidders may choose to attend the opening of the bids.
- (d) The bidder's name, bid prices, discounts and such other details considered as appropriate by High Commission of India, Lilongwe will be announced at the time of opening of the bids.

4. **Two Bid System** – The two bid system will be followed for this tender. In this system bidder must submit offer in two separate sealed envelopes as explained below:

(a) **Envelope No. 1: "Technical Bid" shall contain:**

- (i) Bid form as per **Annexure IV**.
- (ii) **Tender Fee:** No Tender Fee as it is an open tender hence can be downloaded from website.
- (iii) Bidders will have to submit a Bid Securing Declaration along with the bid as per **Annexure II**.
- (iv) Duly filled Technical Bid along with compliance chart with proper seal and signature of authorised person on each page of the bid submitted.
- (v) The person signing the bid should be the duly authorised representative of the firm / company, for which a certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm / company should be annexed to the bid.
- (vi) Self-Attested copy of VAT / GST, Service Tax Number / Registration certificate as applicable.
- (vii) Audited balance sheet for the last 3 financial years justifying that bidder has minimum average annual turnover as defined in eligibility conditions defined under Clause 4, Section II of the tender document.

- (viii) The bidder must submit detailed technical specifications, make and model, part number and compliance to the **Schedule of Requirement [Section IV]** for which bid is submitted.
  - (ix) **Company/Firm incorporated in Malawi/India having authorised distributors/dealers in Malawi** are allowed to bid for the items as mentioned in the tender document. The specific authorisation letters from Principal [s] clearly indicating that the bidder is competent to sell and provide services for all the above items mentioned in the scope of supply given in this tender document.
  - (x) The installation and warranty services are required in Malawi on site. The bidder must provide the plan / arrangement for installation and warranty services to be provided at site. The bidders should have either have their own branch office / service centre or should provide service through local dealer / service provider in Malawi.
  - (xi) The copies of relevant document like work orders / purchase orders / completion certificate, etc. in support of required experience defined under Eligibility conditions.
  - (xii) The bidder must sign each page of this bid document, and submit the complete document without detaching any page with their offer. All pages of bid document should be numbered and indexed. The bidder must also attach a certificate conveying acceptance of all the terms and conditions of the bid document.
  - (xiii) Bidder must provide an undertaking as per **Annexure I**.
- (b) **Envelope 2: “Financial Bid” shall contain:**
- (i) Price schedule complete in all respects with proper seal and signature of authorized person.
  - (ii) Both the Technical bid and Financial bid envelopes should be sealed separately and clearly marked as “Envelope no. 1 – Technical Bid” and Envelope no. 2 – Financial Bid. Both sealed envelopes should be placed in third larger envelope clearly mentioning “Technical Bid and Financial Bid for Tender for supply of 200 Laptops on CIF Lilongwe basis” and addressed to:

**Head of Chancery  
High Commission of India  
P.O. Box No. 1482, Plot No.55, Area-9,  
Lilongwe –Malawi.**

Please write **tender number** on each envelope and seal all the envelopes.

**5. Important dates.**

- (i) Last date for download of tender document is 09 May 2022 upto 1700 hrs.
- (ii) The pre bid meeting shall be held on 28 April 2022 at 1500 hrs.

**High Commission of India  
P.O. Box No. 1482, Plot No.55, Area-9,  
Lilongwe –Malawi.**

(iii) All the prospective bidders / authorised representative of the bidders who have downloaded the tender document may attend the pre-bid conference to get their queries and clarification replied, if any. The bidder should depute senior level representative[s] who should be well conversant with the subject and bid requirements. Due to security reasons, Bidders, willing to attend the pre-bid conference, are requested to convey their contact details to High Commission of India latest by 1000 hrs. on 27 April 2022 [**one day before meeting**] so that necessary arrangements could be made. Details are to be conveyed through email to [hoc.malawi@mea.gov.in](mailto:hoc.malawi@mea.gov.in). The queries, if any, will have to be submitted in writing on /before 13 April 2022 and the answers to the queries will be made available on 22 April 2022 on High Commission's website. **No queries shall be entertained after the pre-bid meeting.**

(iv) Last date for submission of bids – 09 May 2022 upto 1700 hrs.

**High Commission of India  
P.O. Box No. 1482, Plot No.55, Area-9,  
Lilongwe –Malawi.**

(v) Technical bid will be opened on 11 May 2022 at 1500 hrs.

**High Commission of India  
P.O. Box No. 1482, Plot No.55, Area-9,  
Lilongwe –Malawi.**

(vi) The bidder's authorised representatives [maximum two] can attend the bid openings.

## 6. Opening of Financial Bids

Financial bids of the substantially responsive bidders will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the High Commission on 27 May 2022 at 1500 hrs.

## 7. Bidding Schedule and Process

Date	Event
Tuesday, 5 April 2022	Publishing of Tender
Wednesday, 13 April 2022	Last date for receiving written questions from prospective bidders
Wednesday, 22 April 2022	Uploading of questions of bidders and their replies
Thursday, 28 April 2022	Pre-bid conference at the High Commission
Monday, 9 May 2022	Closing date for receiving bids
Wednesday, 11 May 2022	Opening of Technical bids
Friday, 20 May 2022	Announcement of results of Technical bids
Friday, 27 May 2022	Opening of Financial bids of qualifying companies

## SECTION II:

### INSTRUCTIONS TO BIDDERS [ITB]

#### 1. **Delivery Period / Timelines**

The complete supply must be dispatched within 15 days **from the date** of placement of purchase order.

#### 2. **Locations for the Supply, Installation & Warranty Services**

The laptops are required to be supplied at **Lilongwe (Malawi) with one year warranty**

#### 3. **Order Placements and Release of Payment**

The purchase order and payment shall be processed by **Head of Chancery, High Commission of India, Lilongwe – Malawi.**

#### 4. **Amendment of Bidding Documents**

At any time prior to the deadline of submission of bids, High Commission of India, Lilongwe may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

5. **Bid Securing Declaration:** Bidders will have to submit a Bid Securing Declaration along with the bid as per Annexure II. If the bidder withdraws or modifies his bid during the period of validity, or if he is awarded the contract and he fails to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, he will be suspended for a period of three years from being eligible to submit bids for contracts with the Government of India.

#### 6. **Period of validity of bids**

- (a) Bids shall be valid for **180 days** from the date of submission of bids. A bid valid for a shorter period shall stand rejected.
- (b) High Commission of India, Lilongwe may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without breaching Bid Securing Declaration. A bidder agreeing to the request for extension will not be permitted to modify his bid.

#### 7. **Submission of Bids**

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. **Eligibility Criteria:**

- (i) Company/ Firm incorporated in Malawi /India having authorised distributors/dealers in Malawi.
- (ii) The bidder should have minimum average annual turnover of INR 75,00,000/- during the last three financial years.
- (iii) Compliance of the specifications is must, failing which the bid shall be rejected. Bidder to enclose the compliance from OEM.
- (iv) The bidder must have successfully executed at least
  - (1) One purchase orders / contracts / agreements of worth **INR 1,60,00,000** or
  - (2) Two purchase orders / contracts / agreements of worth **INR 1,00,00,000** each or
  - (3) Three purchase orders / contracts / agreements of **INR 80,00,000** each similar work during last 5 years with Government Institutions.

9. **Late Bids**

Any bid inadvertently received by High Commission of India, Lilongwe after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

10. **Award of Contract**

Award Criteria:

- (a) High Commission of India, Lilongwe shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated financial bid.
- (b) The lowest price criteria shall be applied on the total.
- (c) If more than one bidder happens to quote the **same lowest price**, High Commission of India, Lilongwe reserves the right to split the order and award the contract to more than one bidder.

11. **Purchaser's Right to Amend Scope of Work**

If, for any unforeseen reasons, High Commission of India, Lilongwe is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

12. **Interpretation of the Clause in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, High Commission of India, Lilongwe's interpretation of the clauses shall be final and binding on all parties.

### SECTION III:

#### SPECIAL CONDITIONS OF CONTRACT [SCC]

##### 1. **Prices**

- (a) The price quoted shall be considered firm and no price escalation will be permitted.
- (b) Bidders must quote the price in the format given in Price Schedule at **Section – V** of this document.
- (c) **All items are to be quoted only in INR.**
- (d) **The prices quoted should be inclusive of all taxes, freight, insurance & packing.**

##### 2. **Taxes and Duties**

- (a) The price quoted should be inclusive of taxes, freight and insurance till Lilongwe. The items will be exempted from payment of customs duty by Government of Malawi. Necessary Customs Duty Exemption Certificate shall be arranged by High Commission of India, Lilongwe as and when required.
- (b) The consignment will be cleared by Government of Malawi. However, the bidder should insure the consignment till actual delivery to the end-user.

##### 3. **Performance Bank Guarantee [PBG]**

The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 3% [Three percent] amount of the Purchase Order within 5 working days of receipt of Purchase Order, as per the format attached to this document [**Refer to Annexure -I**]. This Bank Guarantee shall remain valid for **60 days beyond the date of completion of the Defect Liability Period / Warranty Period of 01 year.**

##### 4. **Warranty:**

All the items covered under the schedule of requirements, shall carry **minimum 01 year on site comprehensive warranty from the date of installation & commissioning of 200 Laptops.** The bidder must undertake to provide the installation and warranty service at Lilongwe. The repairing / rectification / replacement / configuration required, if any, of the items under warranty must be done at on site workshop.

##### 5. **Payment:**

The payment shall be released to the Contractor as per following payment milestones:

- (a) **1<sup>st</sup> Payment milestone:** 70% of the contract value on dispatch of laptops subsequent to issue of Final Dispatch Clearance Certificate [FDCC] by High Commission of India, Lilongwe. The bidder would have to submit dispatch documents in support of the claim.



- (b) **2<sup>nd</sup> Payment milestone:** 30% of the contract value against successful installation and commissioning of supplied laptops on certification by High Commission of India, Lilongwe.

6. **Penalty for Delayed Services**

- (a) High Commission of India, Lilongwe reserves the right to levy **penalty @ 0.5%** of CIF value per week or part thereof of delay beyond the scheduled date of dispatch / execution of the order successfully, subject to **maximum of 10% of the order value.**
- (b) High Commission of India, Lilongwe reserves the right to cancel the order in case the delay is more than 15 days.
- (c) The penalties, if any, shall be recovered from the 30% claim due after installation & commissioning.

7. **Force Majeure:**

High Commission of India, Lilongwe may consider relaxing the penalty and deliver requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature [like earthquakes, floods, storms etc.], acts of states, the direct and indirect consequences of wars [declared or undeclared], hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

**SECTION IV**

**GENERAL TECHNICAL SPECIFICATIONS**

<b>Description</b>	<b>Minimum Required Specifications</b>	<b>Technical Specifications provided by the Bidder</b>
No. of Laptops	200 [Two Hundred]	Make: Model:
Screen size	15.66 inch	
Processor	Inter Core i5-7100 7 <sup>th</sup> Gen	
System Memory (RAM)	4GB RAM	
Capacity	1 TB HDD	
DVD Optical Drive	DVD Writer	
Keyboard, input	Back-lit keyboard with dedicated number pad	
Camera	Front facing web camera	
Wi-Fi wireless	Compatible with 802.11AC and 802.11AX	
Ports	RJ45, 2x USB 3.0 + 1 x USB 2.0, HDMI	
Media card reader	SDcard reader	
Battery	Upto 7 hours of battery life	
Windows Version	Windows 10 Pro with OEM	
Warranty	1 year	
Office	2016 with Licence Key	
Accessories	Laptop bag (leather)	
Any other Information		

**SECTION V**

**Format for Submitting the Price Schedule for supply of  
200 Laptops to the Government of Malawi**

BID No.

Date:

To

Head of Chancery  
High Commission of India  
P.O. Box No. 1482, Plot No.55, Area-9,  
Lilongwe –Malawi.

**Price Schedule**

S. No.	Make, Model & Technical specifications of the item	Total Bid Quantity	Unit Price [in INR]	Total Price [in INR]
1	2	3	4	5

**Note:**

1. Above quoted prices for laptops are complete in all respect as per technical specifications inclusive of all taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation & other charges etc.
2. Certified that rates quoted for laptops are as per specifications, terms & conditions mentioned in the bid document.

Yours faithfully,

[Signature of Authorised Signatory]  
Name & Designation:  
Company Seal:

**SECTION VI**

**COMMERCIAL PRICE SCHEDULE**

**Supply, Testing & maintenance of Laptops for Lilongwe, Malawi.**

S. No	Item Description	Specifi- cation	Unit Price	Qty	CIF Rate per unit (INR) (including all taxes)		Total Amount (INR)
					Figures	Words	
				A	(B)		
		As per Tender					
Total Composite Price in figures							

Total Composite Price (In words)

**Note:** Except customs and other applicable taxes in so far import of equipment from India or third country is concerned in connection with supply of Laptops to Malawi.

### Form of Performance Guarantee / Bank guarantee bond

In consideration of the High Commission of India, Lilongwe (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between "The Government" and M/s \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work **Supply of 200 laptops to the Government of Malawi** (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

2. We \_\_\_\_\_ (*indicate the name of the Bank*) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) on demand by the Government.

3. We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_)

4. We, the Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

5. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid; and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

6. We, the Bank further agree with the Government that the Government shall have the fullest liberty without our consent, and without effecting in any manner our obligations here under, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but

for this provision, have effect of so relieving us. 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

We lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.

This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated \_\_\_\_\_ day of \_\_\_\_\_ (month and year)

Place:

Signed and delivered by \_\_\_\_\_ (name of bank)

**Through its authorised signatory  
(Signature with Seal)**

**BID SECURING DECLARATION FORM**

*(The Bidder shall complete in this Form in accordance with the instructions indicated)*

*Date : (insert date as day, month and year) of Bid Submission)*

**Tender No : LIL/103/03/2021**

To:

We, the undersigned, declare that:-

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of (insert number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we:-
  - (a) have with our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - (i) fail or refuse to execute the Contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (a) our receipt of a copy of your notification of the name of successful Bidder, or
  - (b) twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing shall be in the names of all future partners as named in the letter of intent.

Signed:.....*(signature of person whose name and capacity are shown)* in the capacity of .....*(insert legal capacity of person signing the Bid Securing Declaration)*

Name:.....*(insert complete name of person signing the Bid Securing Declaration)*

Duly authorized to sign the bid for and on behalf of: *(insert complete name of Bidder)*

Date on..... Day of..... *(insert date of signing)*

**MANUFACTURER AUTHORISATION FORMAT**

[On Manufacturer's / Authorised Distributor's Letterhead]

Date:

The Head of Chancery  
High Commission of India  
P.O. Box No. 1482,  
Plot No.55, Area-9,  
Lilongwe -Malawi

Subject: Manufacturer / authorized distributor authorization against Tender No: **LIL/103/03/2021** for supply of 200 Laptops to the Government of Malawi.

Dear Sir,

We, M/s [*Name of the manufacturer*] having registered office at [*address of the manufacturer*] by virtue of being manufacturer for [*name of the product/s*], hereby authorise M/s [*Name of the bidder*] having their office at [*address of bidder*] to submit quote, negotiate, supply, provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s [*Name of the manufacturer*] within the scope of requirement as per the tender mentioned above through its authorized partner M/s [*Name of the bidder*] shall provide support and product warranty services for a minimum period of 1 year from the date of supply at Lilongwe.

The undersigned is authorized to issue such authorization on behalf of M/s [*Name of the manufacturer*].

For M/s [*Name of the manufacturer*]

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.



**BID-FORM**

**Subject: Supply and Installation of 200 laptops to Lilongwe, Malawi**

1	Name of the bidder (Company)	
2	Address of Head Office Telephone/Fax No. E-mail Address :	
3	Address of office in India	
4	Address for communication if different	
5	Legal Status	
6	Place & date of incorporation establishment registration	
7	Total Number of permanent Employees	
9	Whether any part of the work is proposed to be sub contracted, if so, whether relevant details have been given in the offer	
10	Contact Person, Phone No. & Email ID	

**Place:** (Name & Signature of Authorized Representative)