INSTALLATION OF WALK-THROUGH METAL DETECTOR AT THE HIGH COMMISSION OF INDIA, ABUJA.

Tender No.: No. ABUJ/NIG/DA/105/SECURITY DATED 3rd February, 2016

Last date for submission of tenders: 24, FEBRUARY, 2016 by 1200 hours.

Section-I : Invitation for Tenders (IFT)

Section-II : Instructions to Tenders (ITT)

Section-III : Special Conditions of Contract (SCC)

Section-IV : General Technical Specifications (GTS)

Section-V : Price Schedule 2

(website: www.hcindia-abuja.org)
TENDER INVITATION FOR INSTALLATION OF WALK THROUGH METAL DETECTOR AT THE HIGH COMMISSION OF INDIA, ABUJA.

The High Commission of India (HCI), Abuja invites sealed tenders in 2 (two) Envelope System (Technical bid and Financial bid) from reputed Firms having a regular office in Abuja for INSTALLATION OF WALK THROUGH METAL DETECTOR AT THE HIGH COMMISSION OF INDIA, ABUJA.

The Technical bid should consist of all technical details along with commercial terms and conditions and Financial bid should indicate item-wise price for the items mentioned in the technical bid.


The sealed bids would be accepted between 0900 Hrs to 1730 Hrs from February 3, 2016 to February 23, 2016 and by 1200 Noon on February 24, 2016. Earnest Money Deposit (EMD) Pay Order/Demand Draft of Naira 25000/- (Naira Twenty five thousand only) in favour of ‘High Commission of India, Abuja’ should be submitted along with the Technical Bid. The Technical bid and the Financial bid should be sealed in separate covers and duly superscribed and both these covers should be put in a bigger cover, which should also be sealed and clearly superscribed as “Tender for supply of Walk Through Metal Detector ”. The sealed bids would be opened on February 24, 2016 at 3.00 p.m. in Conference Room of the High Commission. Intending tenderers or their authorized representatives may attend the opening of tenders.

High Commission of India, Abuja reserves the right to reject one or all of the bids without assigning any reason.

For any tender-related enquiry/query/clarification, please contact:
Head of Chancery on 00-234-7080622800 and
E-mail: hoc.abuja@mea.gov.in

Head of Chancery
High Commission of India
Abuja
03.02.2016
SECTION I: INVITATION FOR TENDER (IFT)

No. Auuj/Nig/DA/105/Security
High Commission of India
Abuja  Nigeria

Invitation for Tender

The High Commission of India, Abuja invites sealed tenders in 2 (two) Envelopes System from eligible Contractors for the undermentioned works as per terms and conditions set forth in the Tender Documents:

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<tr>
<td>1.</td>
<td>Ministry</td>
<td>Ministry of External Affairs, Government of India</td>
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<td>2.</td>
<td>Agency</td>
<td>High Commission of India, Abuja Nigeria</td>
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<td>3.</td>
<td>Procuring entity name</td>
<td>High Commission of India, Abuja, Nigeria</td>
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<td>5.</td>
<td>Procurement Method</td>
<td>Open Tendering Method</td>
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<td>6.</td>
<td>Source of Fund</td>
<td>Government of India</td>
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<td>7.</td>
<td>Tender Package No.</td>
<td>No. Abuj/Nig/DA/105/Security</td>
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<td>8.</td>
<td>Tender Name</td>
<td>INSTALLATION OF WALK THROUGH METAL DETECTOR AT THE HIGH COMMISSION OF INDIA, ABUJA.</td>
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<td>9.</td>
<td>Time for completion of the works</td>
<td>01(One) month from the date of commencement (to be indicated in the letter to commence)</td>
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<td>11.</td>
<td>Tender Security Amount (Earnest Money Deposit)</td>
<td>Naira 25,000/- in the form of Pay Order or Demand Draft or Bank Guarantee from any Scheduled bank of Nigeria in favour of ‘High Commission of India, Abuja’ (Note: the Fixed Deposit receipts will not be considered as security money)</td>
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<td>12.</td>
<td>Tender submission date</td>
<td>Between February 3,2016 and February 23,2016 from 0900 Hrs to 1730 Hrs and up to 12 Noon on February 24, 2016 (Abuja time on all working days)</td>
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<td>13.</td>
<td>Tender Opening date and time</td>
<td>Tender bids received will be opened at 3.00 PM</td>
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The invitation of tenders is open to all eligible Firms having an office in Abuja as mentioned below:

i) Detector Scanner Machine supplier which have a minimum of 5 (five) years of overall experience in the supply of similar goods and related services to any Govt./Semi Govt./Autonomous Body/Embassies/High Commissions etc.

ii) Tenderer capacity, must be satisfied by the Tenderer as per his/her quoted Tender Price. Tender must have up-to-date Income Tax clearance certificate from the concerned department

iii) Tenderer must have up-to-date Trade Licence (2014-16)

iv) Tenderer must have bank solvency or credit facility certificate

v) Tenderer must submit bank statements of last 06 (six) months

vi) Tenderer must have ISO 9001-2008 certificate

vii) Tenderer must have a Certificate of Incorporation &

viii) The tender documents must have been purchased from the stated source.

The tender must include, as a part of his/his tender, attested copies of documents mentioned in Sl.No. i), ii), iii), v), v), vi), vii), above to establish his/her qualifications to perform the contract.
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<td>the works is 10% (ten percent) of the final contract price.</td>
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<td><strong>16.</strong></td>
<td><strong>Defect Liability</strong></td>
<td>The defect liability period is 365 (three hundred sixty five) days.</td>
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<td><strong>17.</strong></td>
<td><strong>Performance Security</strong></td>
<td>The performance security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance and shall be valid for 60 days from the date of completion of all contractual obligations of the supplier including warranty. Performance security will be forfeited and credited into the High Commission’s account in the event of breach of contractual obligation by the supplier, in terms of relevant contract.</td>
</tr>
</tbody>
</table>
| **18.** | **Name and address of the Officer for all tender-related enquiries** | Head of Chancery, High Commission of India, 364, Cadastral Zone, CBD, FCT, AbujaNigeria.  
Tel: 00-234-7080622800  
E-mail: hoc.abuja@mea.gov.in  
Website : http://hcindia-abuja.org |
| **19.** | **Name and address of office for opening Tenders** | Conference Room, High Commission of India, 364, Cadastral Zone, CBD, FCT, AbujaNigeria. |
| **20.** | **Special instructions** | i) The Tenderers shall submit documentary evidence in respect of their technical capabilities and financial bid and also of their experience in execution of similar nature of work. The Tenderer’s Eligibility Document (Technical Tender) and Priced Tender Document shall be submitted in two separate Envelopes, marked ENVELOPE-1 AND ENVELOPE-2 respectively and these two envelopes shall be sealed in an outer Envelope superscribed “Tender for supply of Walk through metal detector at Indian High Commission, Abuja”. The Technical Tender, which will contain all technical details along with commercial terms and conditions, shall be evaluated first in order to determine the eligibility of the Tenderers to be included in the competition. The ‘Price Tender Document”, which will contain price for the items mentioned in the technical bid, of the Tenderers who will be found eligible to compete in the priced Tender, shall ONLY be opened.  
ii) The Tenderer can purchase and submit only one tender. A Tenderer who submits or |

participates in more than one tender will be disqualified.

iii) The High Commission of India, Abuja reserves the right to accept or reject any or all the Tenders without assigning any reasons whatsoever.

iv) Two sets of Tender shall be submitted, one in original and one in copy. In case of any discrepancy between the original and the copy, the original shall prevail.

v) The Tenderer must submit the purchase receipt of the tender document in original.

vi) If the Tenderer submits any false-incorrect or forged certificates, his Tender will be rejected and the Tender security may be forfeited.

| 21. | Brief Description of Works | Supply of Walk through metal detector as per the details attached with the tender document for High Commission of India, Abuja. For any tender-related enquiry/query/clarification, please contact: Head of Chancery on 00-234-7080622800 and E-mail: hoc.abuja@mea.gov.in |
SECTION II: INSTRUCTIONS TO INTENDING TENDERERS (IIT)

1. Time for completion of work / Timelines

   One month from the date of commencement (to be indicated in the letter to commence)

2. Locations for works

High Commission of India (364, Cadastral Zone, Central Business Area, (CBD), FCT, Abuja(Nigeria).

3. Release of Payment

   The payment shall be processed by:
   Head of Chancery
   High Commission of India
   Abuja

4. Amendment of Tender Documents

   At any time prior to the deadline for submission of bids, HCI, Abuja may, for any reason, whether on its own initiative or in response to the clarification request by a prospective tenderer, modify the tender document.

5. Earnest Money Deposit (EMD)

   a. The tender documents must be accompanied by Earnest Money Deposit of appropriate amount, in the form of a Pay Order/ Demand Draft on any Nationalized Bank, in favour of ‘High Commission of India, Abuja’. The amount towards EMD is Naira 25,000(Naira Twenty five thousand only) and should be submitted along with the Technical Bid in the sealed envelope. Tenders submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/cheque/ FDR/ BG or any other form except PO or Demand Draft. No interest shall be payable on EMD.

   b. The EMD will be returned to the Tenderer (s) whose offer is not accepted by HCI, Abuja within 30 days from the date of declaration of the selected tenderer.

   c. The successful tenderer, on award of contract, must send the contract/acceptance in writing, within 7 days of award of contract, failing which the EMD will be forfeited and the order will be placed to the next successful tenderer.

   d. The EMD shall be forfeited:

      I. If the tenderer withdraws the tender during the period of tender validity specified in the tender.

      II. In case a successful tenderer fails to furnish the Performance Bank Guarantee
III. If the tenderer fails to furnish the acceptance in writing, within 7 days of award of contract.

6. Period of validity of tender

a. Tender shall be valid for a minimum period of 120 days from the date of submission of tenders. A tender valid for a shorter period shall stand rejected.

b. HCI, Abuja may ask for the tenderer’s consent to extend the period of validity. Such request and the response shall be made in writing only. The tenderer is free not to accept such request without forfeiting the EMD. A tenderer agreeing to the request for extension will not be permitted to modify his tender.

7. SUBMISSION OF TENDERS

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

8. Late Tenders

Any tender inadvertently received by HCI, Abuja after the deadline for submission of tenders, will not be accepted and returned unopened to the tender.

9. AWARD OF CONTRACT

Award Criteria:

a. HCI, Abuja shall award the contract to the eligible tenderer whose technical tender has been accepted and determined as the lowest evaluated commercial tender.

b. The lowest price criteria shall be applied on the total.

c. If more than one tenderer happens to quote the same lowest price, HCI, Abuja reserves the right to split the order and award the contract to more than one tenderers.

10. Purchaser’s Right to amend Scope of Work

If, for any unforeseen reasons, HCI, Abuja is required to change the Scope of work, this change shall be acceptable to the tenderer without change in the unit price quoted.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices
   a. The contract price quoted shall be considered firm and no price escalation will be permitted.
   b. Tenderers must quote the price in the format given in Contract Price Schedule at Section – V of this document.
   c. All prices are to be quoted only in Nigerian Naira.
   d. The prices quoted should be inclusive of transportation, insurance etc.

2. Taxes and Duties:
   a. The prices quoted should be inclusive of all taxes and duties if applicable till Abuja.

3. Warranty:

   All the items covered under the schedule of requirements, shall carry minimum 01 (one) year on site comprehensive warranty from the date of installation of the items. The tenderer must undertake to provide the installation and warranty service at Abuja. The repairing/ rectification/replacement/ configuration required, if any, of the items under warranty must be done at on site workshop.

4. Payments:
   a. Payment will be made at High Commission of India, Abuja.

5. Penalty for delayed Services
   a. HCI, Abuja reserves the right to levy penalty @ of 0.5% of the contract price per day of delay beyond the scheduled period, subject to maximum of 5% of the contract value.
   b. HCI, Abuja 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 performance security amount.

6. Force Majeure:

   HCI, Abuja may consider relaxing the penalty and delivery 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 an Force Majeure. 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 Tenderer’s premises.
SECTION IV: GENERAL TECHNICAL SPECIFICATIONS

No. Abuj/Nig/DA/105/Security
High Commission of India
Abuja
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WALK THROUGH SECURITY METAL DETECTOR

FEATURES

- Multi Zone Detection
- Automated sensitivity and floor sensitivity functions
- Automated frequency function
- Preset Detection Programs
- Safety Standards: Should meet with the limits set by international standards for human safety. Safe for wearers of heart pacemakers, pregnant women and magnetic recording materials.
- Compliant should Conform to the applicable international standards for electrical safety and EMC.

Specifications

- Ambient Operating Temperature to +60° C
- Humidity 0 to 95%, no condensation
- Power Supply Mains: 90-264V AC/50-60Hz
- Battery: 12V DC
- Power cord length: Minimum 2.5 m (8.2 ft).
- Alarm Audible/visible alarm.
- Alphanumeric display and Zone Display.
- Independently adjustable sensitivity. Calibration Automatic or manually set.
- Interference Digital filtering by signal processor. Several operating frequencies
- Suppression to suppress local electrical noise.
- Warranty: Minimum One Year
- Battery Backup: Minimum 2 hours of runtime when no power is available.
ANNEXURE 1 - BANK GUARANTEE OF PERFORMANCE SECURITY
(on non-judicial paper of appropriate value)

To,
Head of Chancery
High Commission of India
Abuja

BANK GUARANTEE NO:
DATE:

Dear Sir(S)

This has reference to the Contract No. ____________ dated _________, which has been awarded by HCI, Abuja to M/s (Name & Address of contractor) for procurement of Walk through metal director.

The conditions of this contract provide that the contractor shall,

1. Complete the works listed in the said contract as per schedule and
2. Arrange for the Bank Guarantee towards the items supplied and fixed by the contractor at Chancery-cum-residential complex Abuja.

M/s (Name of contractor) has accepted the said contract with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the contract No. ____________ M/s. (name of contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

HCI, Abuja shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the contractor’s obligations and/or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the contractor or the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the HCI, Abuja under any security(i.e) now, or hereafter held by the HCI, Abuja and no such dealing(s) with the contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the HCI, Abuja hereunder or of prejudicing right of the HCI, Abuja against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the HCI, Abuja and liabilities of the contractor arising up to and until date…….
Your right to recover the said sum of Naira. ___________ /-

_____________________________ Only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Naira_____________ (Naira_____________________ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

A. Our liability under this guarantee shall not exceed Naira……………….(in words)
B. This bank guarantee shall be valid up to……& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before ………
D. The Bank guarantee will expire on ………

Granted by the Bank.
Yours faithfully,

SEAL OF THE BANK
For (Name of Bank)
Authorized Signatory
Date:

Head of Chancery
High Commission of India
Abuja

Subject: Manufacturer/authorized distributor authorization against tender No. Abuj/NIG/DA/105/Security dated February 1, 2016

INSTALLATION OF WALK THROUGH METAL DETECTOR AT THE HIGH COMMISSION OF INDIA, ABUJA.

Dear Sir,

We, M/s (Name of the manufacturer/company) having registered office at (address of the Manufacturer/company) by virtue of being manufacturer for (Name of the product/s), hereby authorize M/s (Name of the contractor) having their office at (Address of contractor) 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/company) within the scope of requirement as per the tender mentioned above through its authorized partner M/s (Name of the contractor) shall provide support & product warranty services for a minimum period of 1 year from the date of supply at Abuja.

The undersigned is authorized to issue such authorization on behalf of M/s (Name of the manufacturer/company).

For M/s (Name of the manufacturer/company)

Signature & company seal
Name
Designation
e-mail
Mobile No.
ANNEXURE 3 – NOTIFICATION OF AWARD

Contract No: No. Abuj/NIG/DA/105/Security  Date:
To:
[Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Works for [name of project/Contract] for the Contract Price of Naira [amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by [name of Employer].

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within seven (7) days, and signing the Contract Agreement within 03 (three) days,

We attach the Contract Agreement for your perusal and signature.

Signed
Duly authorised to sign for and on behalf of [name of Procuring Entity]
Date:
ANNEXURE 4 – CONTRACT AGREEMENT

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called “the Employer”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of Naira [Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

2. The documents forming the Contract shall be interpreted in the following order of priority:
   a. the signed Contract Agreement;
   b. the letter of Notification of Award;
   c. the completed Tender Submission Sheet as submitted by the Tenderer;
   d. the Drawings,
   e. the priced Bill of Quantities as submitted by the Tenderer;
   f. Scope of Work, and
   g. Performance Guarantee

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nigeria on the day, month and year first written above.

For the Employer: For the Contractor:
Signature
Print Name
Title
In the presence of

Name
Address
Section-V : Price Schedule 2

Format for Submitting the Price Schedule for procurement and installation of furniture at the Residences of the High Commission :

High Commission of India, Abuja


Price Schedule

Name of firm

Address for correspondence

Contact

Details

WALK THROUGH METAL DETECTOR unit Price with assembly and installation in Naira.
Discount if any
VAT if applicable
Transportation charges, if any
Timeline for execution of order

Total Price (in Naira)

Note: 1. Above quoted prices are complete in all respects as per technical specifications inclusive of all taxes & duties, packing, forwarding, transit insurance, loading & unloading & other charges etc.

2. Certified that rates quoted for the above items are as per specifications, terms & conditions mentioned in the tender document.

Yours faithfully,

(Signature of Authorised Signatory)

Name & Designation:

Company seal: