Date: 18th August, 2016

Subject: Tender invitation for construction of shed (10 mtr X 4 mtr X 3 mtr) alongside the front wall and wooden partition in Consular Wing at Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria.

Tender No. Abuj/Admn/826/03/2016 dated 18th August, 2016

Last date for submission of bids: 08th September, 2016

Section- I    : Invitation for Tenders

Section - II : Terms & Conditions

Section-III : Special Conditions of Contract

Section-IV : Brief Description of Work

Section-V : Price Schedule
Subject: Tender invitation for construction of Shed (10 mtr X 4 mtr X 3 mtr) alongside the front wall and Wooden partition at Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria.

The High Commission of India (HCI), Abuja invites sealed tenders for the following jobs:

(i) construction of shed (10 mtr X 4 mtr X 3 mtr) alongside the front wall at Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria. The work shall include execution of civil, carpentry, welding work and installation of two (2) 10 mm thick tempered glass windows with pigeon holes and concreted floor for the shed.

(ii) Wooden partition of 5 mtr X 2.8 mtr with marine wood.

2. The tender document can be downloaded from the following websites:
www.hcindia-abuja.org
www.mea.gov.in

Bidders are also required to deposit Earnest Money Deposit (EMD) of ₦50,000.00 (Naira Fifty thousand only) in the form of "Pay Order/Demand Draft or Bank Guarantee from any Scheduled bank of Nigeria" in favour of "High Commission of India, Abuja". Bids received without EMD will not be considered and rejected summarily.

3. The tender should be submitted in two sealed envelopes as below, along with prescribed EMD.
   (a) The first sealed cover superscripted as “Technical Bid” should contain relevant documents, drawings for proposed shed only.
   (b) The second sealed envelope superscripted “Financial Bid” should contain only rates for the construction of the shed and installation of tempered glass window.
   (c) Both the sealed covers, along with EMD should be placed in the main sealed envelope superscripted “Tender for Construction of Shed” addressed to the Head of Chancery, High Commission of India at 364, Cadastral Zone, Central Business District (CBD), FCT, Abuja, Nigeria, and must reach on or before 08th September, 2016 by 1100 hrs. Bids may be hand delivered or sent by post at the
aforementioned address so as to reach on or before the prescribed date and time. Mission will not be responsible for any postal delay.

4. The Mission reserves the right to reject any or all applications/offers without giving any notice or assigning any reason thereof. The decision of the Mission in this regard will be final and binding upon the bidders. **The work once assigned to the successful Bidder must be completed within 15 days of awarding the tender.**

5. For any tender related enquiry/clarification, please contact Head of Chancery by Phone (00-234-7080622800) or E-mail at hoc.abuja@mea.gov.in. Shri Vinod Kumar, Attaché (Administration) may be contacted (Cell No. 08128308708) for site visit.

6. The sealed bids would be opened on 08th September, 2016 at 1500 hrs in Conference Room of the High Commission. The tenderers or their authorized representatives may attend the opening of tender bids.

(Kaisar Alam)
DHC/Head of Chancery
SECTION II: TERMS AND CONDITIONS

1. The work once assigned must be completed within fifteen (15) days of signing the Contract.

2. Bidders are required to deposit Earnest Money Deposit (EMD) of ₦50,000.00 (Naira Fifty thousand only) in the form of "Pay Order, Demand Draft or Bank Guarantee from any Scheduled 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.

3. 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 bidder’s signature.

4. The Bidders shall submit documentary evidence in respect of their technical capabilities and the Financial Bid including their experience in execution of similar nature of work.

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


7. The successful bidder, on award of contract, must send the contract/acceptance in writing, within seven (2) days of award of contract, failing which the EMD will be forfeited and the order will be placed to the next successful bidder. The EMD shall also be forfeited:

   (i) if the bidder withdraws the tender during the period of tender validity specified in the tender.
   (ii) in case a successful bidder fails to furnish the Performance Bank Guarantee.

8. 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 contractor dishonours the contract. Decision of the Mission in this regard shall be final and binding upon the contractor.
SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices
   a. Price quoted by the Contractor and agreed to by HCI, Abuja shall be considered final and no price escalation will be permitted thereafter.
   b. Bidders 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.

2. Taxes and Duties:

   The prices quoted should be inclusive of all taxes and duties, if applicable in Abuja. VAT should not be included as the High Commission of India is exempted from VAT under the Vienna Convention.

3. Performance Bank Guarantee (PBG):

   The successful bidder will be required to furnish the Performance Bank Guarantee in the form of a Bank Guarantee for the 10% (ten percent) amount of the Contract Price within two (2) working days of receipt of award of contract, as per the format attached to this document (refer Annexure-I). This bank guarantee shall remain valid till the expiry of the assigned job.

4. Warranty:

   All the items covered under the schedule of requirements, shall carry minimum one (01) year on site comprehensive warranty from the date of installation of the items. The bidder 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 site workshop.

5. 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 Bidder’s premises.
SECTION IV: BRIEF DESCRIPTION OF WORK

(i) Construction of shed (10 mtr X 4 mtr X 3 mtr) alongside the front wall at Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria. The work shall include execution of civil, carpentry, welding work and installation of two (2) 10 mm thick tempered glass windows with pigeon holes and concreted floor for the shed as per the drawing at Annexure- V.

(ii) Wooden partition of 5 mtr X 2.8 mtr with marine wood and door with handles, metal support at the edges and top.
Section – V

Format for submitting the Price Schedule for construction of Shed alongside the side wall at the Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria.

High Commission of India, Abuja
Tender No. Abuj/Adm/872/03/16-Tender 3/2016 Date:

Price Schedule (item-wise):

(i) Construction of shed (10 mtr X 4 mtr X 3 mtr) alongside the front wall at Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria. The work shall include execution of civil, carpentry, welding work and installation of two (2) 10 mm thick tempered glass windows with pigeon holes and concreted floor for the shed.

(ii) Wooden partition of 5 mtr X 2.8 mtr with marine wood and door with handles, metal support at the edges and top.

Name of firm

Address for correspondence
Contact
Details

Unit Price (in Naira)
Total Price (in Naira)

Note: 1. The above quoted prices are complete in all respect as per technical specifications inclusive of all taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation, installation & 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 Authorized Signatory)
Name & Designation:
Company seal
ANNEXURE-I

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) construction of Shed alongside the side wall at the Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria.

The conditions of this contract provide that the contractor shall,

1. Complete the works listed in the said contract as per schedule.

2. Arrange for the Bank Guarantee towards the items supplied and fixed by the Contractor at Chancery-cum-residential complex and Embassy Residence at Abuja.

3. 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.

4. 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(ies) 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.

5. 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…….

6. Your right to recover the said sum of Naira. _____ /- (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.

7. 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.

8. 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.

9. 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
ANNEXURE-II

CONTRACTOR AUTHORISATION FORMAT
(on bidder’s/contractor’s/letterhead)

To
Date:

Head of Chancery
High Commission of India
Abuja

Subject: Tender invitation for construction of Shed alongside the side wall at the Chancery complex, 364, Central Business District, FCT, Abuja, Nigeria.

Dear Sir,

We, M/s (Name of the bidder) having registered office at (address of the bidder) submit quote, negotiate, supply, provide after sales support for our range of services quoted by us to meet the above mentioned tender requirements.

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

For M/s (Name of the bidder)

Signature & company seal
Name :
Designation :
E-mail :
Mobile No. :
ANNEXURE -III

NOTIFICATION OF AWARD

Contract No. Abuj/Adm/872/03/16-Tender 3/2016 Date:

To:
[Name of Contractor]

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

You are requested to proceed with the execution of the Annual Maintenance Contract (AMC) on the basis that the 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 seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signed
Duly authorized to sign for and on behalf of [name of Procuring Entity]
Date:
ANNEXURE -IV

CONTRACT AGREEMENT

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

WHEREAS the High Commission 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 Bidder;

d. the Drawings,
e. the priced Bill of Quantities as submitted by the Bidder;
f. Scope of Work, and
g. Performance Guarantee

3. In consideration of the payments to be made by the High Commission to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the High Commission 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 High Commission 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 High Commission:  
Signature  
Print Name  
Title  
In the presence of  
Name  
Address  

For the Contractor:  
