

No. LAG/Admn/867/01/2021
Office of the High Commission of India
Lagos, Nigeria

<https://hciabuja.gov.in>

Date: 20 September, 2021

Tender invitation for Annual Maintenance Contract (AMC) in respect of cleaning and general house-keeping of Chancery cum Residential premises of the Office of the High Commission of India at 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria.

Tender No. No. LAG/Admn/867/01/2021 dated 20 September, 2021

Last date for submission of bids: 11 October, 2021 (1200 hrs)

Section- I : Invitation for Tenders

Section - II : Terms & Conditions

Section-III : Special Conditions of Contract

Section-IV : General Technical Specifications

Section-V : Price Schedule

No. LAG/Admn/867/01/2021
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Section- I : Invitation for Tenders

Subject: Tender invitation for Annual Maintenance Contract (AMC) in respect of cleaning and general house-keeping of Chancery cum Residential premises of the Office of the High Commission of India at 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria.

The Office of the High Commission of India, Lagos (OHCI) invites sealed tenders for Annual Maintenance Contract (AMC) in respect of cleaning and general house-keeping of Chancery cum Residential premises of the Office of the High Commission of India at 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria. The tenders are invited under two bid system viz. Technical Bid and Financial Bid from reputed and experienced firms having regular office preferably in Lagos, Nigeria (*as per details given at Section-IV*).

2. The tender document can be downloaded from the following websites:

<https://hciabuja.gov.in>
<http://eprocure.gov.in/cppp>
<https://mea.gov.in>

Bidders are requested to go through the terms & conditions contained in the bid document. Bidders are also required to deposit Earnest Money Deposit (EMD) of Naira 100,000/- (Naira one hundred 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, Lagos". **Bids received without EMD will not be considered and would be 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 details of technical capabilities of the firm (*with documentary evidence*), and acceptance of terms & conditions given in Section-II.
- (b) The second sealed envelope superscripted "**Financial Bid**" should contain rates only for AMC as per Section-V of the Tender Document.
- (c) Both the sealed covers, along with EMD should be placed in the **main sealed envelope** superscripted "**Tender for Annual Maintenance Contract for O/o HCI, Lagos, 2021**" addressed to the **Head of Chancery, Office of the High Commission of India**

at **8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria**, and must reach on or before 11 October, 2021 by 1200 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 and cost.

4. OHCI reserves the right to amend any of the terms and conditions contained in the Tender Document or reject any or all applications/offers without giving any notice or assigning any reason thereof. The decision of OHCI in this regard will be final and binding upon the bidders.

5. The important schedules and dates are as under:

S.no.	Key Event	Dates
i.	Pre-bid Meeting	27 September, 2021 at 1500 hrs
ii.	Last date for submission of Bids	11 October, 2021 by 1200 hrs
iii.	Date* of Opening of Technical Bids (<i>Participant bidders may wish to be present</i>) <i>*Date & time for opening of financial bids of technically qualified bidders will be communicated separately.</i>	11 October, 2021 at 1500 hrs
iv.	Venue for pre-bid and opening of bids	Office of the High Commission of India at 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria

5. For any tender related enquiry/clarification/site visit, please contact us by e-mail hoc.lagos@mea.gov.in or by phone (08023631480).

6. All bidders are requested to read and understand the terms & conditions of the contract as detailed in the Section-II before submitting their bids. No change or violation of the aforementioned terms and conditions is permissible once the quotation is accepted by the Mission.

Sd/-
(Rachit Rawat)
Head of Chancery

SECTION II: TERMS AND CONDITIONS

1. Bid is open for those registered and domiciled in Nigeria. The bidder should have an experience of atleast 3 to 4 years in providing cleaning and general house-keeping services.
2. Bidders are required to deposit Earnest Money Deposit (EMD) of Naira 100,000/- (Naira one hundred 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, Lagos". Bids received without EMD will not be considered and shall be 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 by authorized person/representative. It 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. At any time prior to the deadline for submission of bids, OHCI, Lagos may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, may modify the tender document.
5. Tender shall be valid for 150 days from the last date of submission of tenders. A tender valid for a shorter period shall stand rejected. OHCI, Lagos 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 forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his tender.
6. OHCI, Lagos shall award the contract to the eligible bidder whose technical tender has been accepted and determined as the lowest evaluated commercial tender. The lowest price criteria shall be applied on the total.
7. Interpretation of the clauses in the Tender Document/Contract Document: In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, OHCI, Lagos' interpretation of the clauses shall be final and binding on all parties.
8. The successful bidder, on award of contract, must send the contract/acceptance in writing, within 7 days of award of contract; otherwise the Contract will be awarded to the next successful bidder i.e. L-2.

9. The period of annual contract shall be for one year which may be extended for further period of two years on yearly basis (maximum tenure of three years) on mutual consent on same rates and same terms and conditions subject to satisfactory performance by the Service Provider. The payment towards complete cleaning and upkeep of the Chancery cum Residential complex, will be made on monthly basis, within 15 days of furnishing the invoice. The contract may be extended on annual basis on mutual consent subject to satisfactory performance report by the users, and subject to no increase in the value of the Contract.
10. OHCI reserves the right to terminate the contract at any point of time during the tenure of the contract, if the services are not found satisfactory or the contractor dishonours the contract. OHCI's decision in this regard shall be final and binding upon the contractor.
11. No request for revision/increase of approved rates during the tenure of the AMC will be entertained. No other charges like transportation fare, etc. will be payable for providing the services.
12. All types of cleaning/fumigation/disinfection must be carried out by professional and experienced staff/personnel. The Contractor shall use branded/reputed items/tools/equipments of good quality for cleaning/fumigation/disinfection.

The Contractor must deploy qualified cleaning and house-keeping staff at the Chancery complex. Besides, the bidder shall be responsible for verification of character and antecedents of these house-keeping staff. Staff should be available at the Chancery complex as per following details:

Total four (4) Cleaning and House-keeping staff

- 2: indoors; 2: outdoors (with indoor/outdoor cleaning experience)
 - *Monday to Friday 0800-1600 hrs, and Saturday 0800-1300 hrs).*
13. All statutory obligations such as social security, health insurance, minimum wage, etc. in r/o employees are to be met by the contractor. Besides, workmen compensation policy shall be taken for all workers by the Contractor at his cost. OHCI shall not be held responsible for any mishappening (example: minor injury or accident to cleaners, etc.) that may occur during working hours at its premises for the 4 cleaning and house-keeping staff who will be employed.
 14. It will be the responsibility of the Contractor to ensure proper cleaning/sanitation/disinfection of the Chancery-cum Residential complex during the AMC period. Contractor's qualified representative should be available round the clock for attending to the complaints.

15. Any financial loss caused due to the damage attributed to negligence of the Contractor at the premises would be deducted from the performance bills.
16. The awardee firm will attend to all complaints immediately after receiving calls/emails from *Administration Section* of OHCI. ***If the Contractor is not able to do assigned cleaning/house-keeping work in reasonable time, OHCI reserves the right to get the same done from any other source and recover from the Contractor the cost of such work not attended to by him.***
17. If any incident of theft/pilferage by the workers/staff of the Contractor is reported causing pecuniary loss to OHCI, the entire cost would be recovered from the firm besides annulment of the contract.
18. All workers must wear uniform and badges of the company at all times. The uniforms should not be untidy. Workers should be given sufficient sets of uniforms.
19. The workers should not be allowed to bring any of their personal belongings except mobile phones. They should deposit their personal belongings at the Security gate.
20. Contractor shall provide all necessary quality materials/tools/equipments (Trolley, vacuum cleaner, all cleaning material including brooms, dusters, garbage bags, tissues, toilet paper, soap for cleaning and hand wash, harpic for cleaning bathroom, floor cleaner, parquet cleaner, room freshener, surface cleaner/liquid, etc.) to its staff for them to carry out their task (indoor/outdoor cleaning, housekeeping, etc.) effectively. A designated space will be given in the premises where such materials may be kept.
21. It will be ensured that appropriate type of cleaning material suited for cleaning is used. Any damage caused to the property of this building/floor due to unsuitable/harmful cleaning materials or due to the negligence on the part of the workers will be liable to be compensated by the service provider contractor/firm.
22. The Contractor shall ensure that a copy of attendance register is maintained on a daily basis. One copy may be provided at the end of the month to the Admin Section of OHCI, at the time of submission of the monthly detailed invoice. The contractor 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 charges.

23. The Contractor shall provide the coordinates (name, address, contact details) of the daily staff/cleaners along with their photographs.
24. The staff must be wearing face masks and disposable hand gloves, to be provided by the contractor, at all times.
25. If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration. 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. The Arbitration will have its sittings in Office of the High Commission of India in Lagos (Nigeria).
26. The services will need to be made operational within 30 days or one month from the date of award of contract, failing which OHCI reserves the right to cancel the contract and award it to any other agency/service provider.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- a. Price quoted by the Contractor and agreed to by OHCI, Lagos 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 currency i.e. Naira.
- d. The prices quoted should be inclusive of transportation, insurance charges, if any.

2. Taxes and Duties:

VAT and other taxes should not be included as the High Commission of India is exempted from VAT under the Vienna Convention.

3. Branded items:

All the items used by the Contractor, shall be from branded and reputed brands and quality of the services rendered should not be compromised at all.

4. Force Majeure:

OHCI, Lagos 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 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 selected Bidder's premises.

5. Performance Security

Performance Security of three (3) percent of the value of the contract, may be furnished in the form of an Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a Commercial bank or online payment in an acceptable form.

Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Bid security will be refunded to the successful bidder on receipt of Performance Security.

SECTION IV: GENERAL TECHNICAL SPECIFICATIONS

The following information may kindly be provided by the bidder mandatorily:

S.No.	Description	Response (provide documents, details, data, etc.). <i>Attach extra sheet if needed</i>
i.	Past experience (years) and references/clients in similar works (number; names of clients)	
ii.	Take home pay of individual staff	
iii.	Coordinates (name, address, email, contact, etc.) of top management personnel including owner	
iv.	Any other services provided by the agency/contractor	
v.	What is the rate of turnover of managerial and field staff?	
vi.	Total employees of the company/contractor. Can more personnel be drawn during events, emergency, etc.?	
vii.	Does it meet the minimum wage policy of the Nigerian government? Are other local legal and labour obligations met?	
viii.	Are the staff proposed to be deployed trained in the requisite work? Where and how is the training carried out?	
ix.	Provide details of technology and supervision mechanisms to monitor staff presence and efficiency	
x.	Is the company/contractor licensed and/or registered by local statutory authorities? Provide company registration and licensing certificate	
xi.	Does the agency have any industry certificate of quality? If yes, please attach a copy.	

ANNEXURE II

SCOPE OF WORK: Complete cleaning/sanitation/disinfection of Chancery-cum-Residential complex, at 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria as per the following details:

CHANCERY	RESIDENTIAL COMPLEX	COMMON AREA
Scope of Work	Scope of Work	Scope of Work
DAILY		
Daily cleaning (sweeping/mopping/dusting/vacuum cleaning) of offices, corridors, stairs, Toilets (2 times daily), waiting areas, reading rooms	Daily cleaning (sweeping/mopping/dusting/vacuum cleaning) of common driveways leading to garage area at the rear side of Chancery.	Daily cleaning (sweeping/mopping/dusting/vacuum cleaning) of Passages/Roads, Guest Toilets, Shed, Security entrance and removal of garbage/waste paper/packing material.
WEEKLY		
Weekly cleaning of doors, windows and roof chancery	Weekly Cleaning of garage and car shed	
Weekly vacuum cleaning of chairs, sofas and seats inside the Chancery Building.		
MONTHLY		
Monthly cleaning of locked/stored rooms inside the Chancery		Monthly cleaning of India House Hall and toilets
Monthly cleaning of curtains/blinds and wall paintings/posters inside the Chancery		Monthly cleaning of Swimming pool (not functional) vicinity and also flushing out excess rain water.
		Monthly cleaning of Boys' Quarter
QUARTERLY		
Quarterly cleaning of water storage and overhead tanks with hygienic quality chemicals/materials	Quarterly cleaning of driveways leading to garage and car shed using Sand blasting machines to remove dirt any outgrowth of grass due to heavy rains.	Quarterly cleaning of walkways beside the Chancery using Sand blasting machines to remove dirt any outgrowth of grass due to heavy rains.
BI-ANNUALLY		
Bi-annual fumigation and pest control of all indoor and outdoor spaces in the Chancery cum Residential complex.	Bi-annual fumigation and pest control of all indoor and outdoor spaces	Bi-annual fumigation and pest control of all outdoor spaces
Bi-annual disinfection of all indoor and outdoor spaces.	Bi-annual disinfection of all indoor and outdoor spaces.	Bi-annual disinfection of all outdoor spaces.

Section – V

Format for submitting the Price Schedule for complete cleaning and general house-keeping of Chancery-cum- Residential Complex at the Office of the High Commission of India, Lagos, 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria.

Office of the High Commission of India, Lagos

Tender No. LAG/Admn/867/01/21 | Date: 20 September, 2021

Price Schedule (item-wise)

S. No.	Job/Item	Price quoted (in Naira)
1.	Mention individual rates for all items mentioned in the scope of work, including the cleaning materials, etc. (One time or recurring charges may also be specified) Please mention individual staff monthly salary/pay separately. <i>Attach separate sheet for the price schedule, if needed.</i>	
Total price		

Name of the firm:

Address, contact number and email for correspondence:

Declaration:

1. The above quoted prices are complete in all respects as per technical specifications inclusive of transportation, insurance, meal charges, etc. but exclusive of all taxes & duties, if any. No other charges would be payable by the Office of the High Commission of India, Lagos.

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

3. I/We have gone through the terms and conditions stipulated in the tender document and confirm to abide the same.

Yours faithfully,

(Signature of Authorized Signatory)

Name & Designation:

Place:

Date:

NOTIFICATION OF AWARD

Contract No. LAG/Admn/867/01/2021

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated [insert date] for Annual Maintenance Contract (AMC) in respect of cleaning and general house-keeping of Chancery cum Residential premises of the Office of the High Commission of India at 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria 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 Office of the High Commission of India.

You are requested to proceed with the execution of the Contract on the basis that the Notification of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signature

Name of person/representative duly authorized to sign for and on behalf of M/s (Name):

Date:

CONTRACT AGREEMENT

THIS AGREEMENT made on [day] day of [month] [year] between Office of the High Commission of India, Lagos (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 Annual Maintenance Contract (AMC) in respect of cleaning and general house-keeping of Chancery cum Residential premises of the Office of the High Commission of India at 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria 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. The documents forming the Contract shall be interpreted in the following order of priority:

- a) Contract agreement (Annexure V)
- b) Letter of Notification of Award (Annexure IV)
- c) Price schedule as submitted by the bidder (Annexure III)
- d) Scope of Work (Annexure II)
- e) General Technical Specifications (Annexure I)
- f) General terms and conditions of the contract

2. 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 provide the services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The High Commission hereby covenants to pay the Contractor in consideration of execution and provision of services 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:
Print Name Title
In the presence of Name

For the Contractor: Signature

Address: