

**High Commission of India
Abuja, Nigeria

www.hciabuja.gov.in

Date: 11th June 2024

Tender invitation for painting with minor repairs of the Embassy Residence building from outside, fence wall and common area of the ER in Maitama, Abuja.

Tender No. HCI/ABUJ/872/05/2024 dated 11th June 2024

Last date for submission of bids: 03rd July 2024

Section- I : Invitation for Tenders

Section - II : Terms & Conditions

Section - III : Special Conditions of Contract

Section- IV : Technical Details/Job Description

Section- V : Price Schedule

HCI/ABUJ/872/03/2023
High Commission of India
Abuja, Nigeria

Subject: Notice Inviting Tender for painting with minor repairs of the Embassy Residence building, fence wall and common area of the ER.

The High Commission of India (HCI), Abuja invites sealed tenders for painting with minor repairs of the Embassy Residence building (from outside), fence wall, boys quarters (from outside) and common area of the Embassy Residence, Maitama, Abuja.

2. The tenders are invited under two bid system viz. Technical Bid and Financial Bid from reputed and experienced firms having regular office preferably in Abuja, Nigeria for painting with minor repairs of the Embassy Residence building (from outside), fence wall, boys quarters (from outside) and common area of the Embassy Residence, Maitama, Abuja. *(as per details given at Section-IV).*

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

www.hciabuja.gov.in

www.http://eprocure.gov.in/cppp

www.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 ₦ 500,000.00 (Five Hundred Thousand Naira only) in the form of “Demand Draft from any Scheduled bank of Nigeria” in favour of “High Commission of India, Abuja”. **Bids received without EMD will be rejected.** EMD of all unsuccessful bidders shall be refunded within 30 days of awarding the tender. EMD of successful bidder shall be return after 30 days from date of completion of awarded of work subject to the satisfaction of the High Commission. No interest shall be payable for EMDs. The EMD will be forfeited on account of one or more of the following reasons:

- i. The bidder withdraws his bid during the period of bid validity;
- ii. In case of a successful bidder, the selected bidder fails to sign the agreement in time ;
- iii. Furnishing of any wrong information.

4. The High Commission will withheld 10 % of contract amount as “Retention Money”. The Retention Money shall be released after 1 year from date of completion of work. The Retention Money will be forfeited :

- i. When the terms and conditions of the contract are breached.
- ii. When the service provider fails to comply with minimum service levels agree upon.

iii. Failure of the service provider to comply with statutory requirements shall constitute sufficient ground for annulment of the award and forfeiture of service guarantee. Notice with reasonable time will be given to service provider in case of forfeiture of Retention Money. No interest shall be paid on the Retention Money.

5. 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*) as per Section-III.

(b) The second sealed envelope superscripted “Financial Bid” should contain rates only for work 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 painting with minor repairs of the Embassy Residence building, residential area and common area of the High Commissioner’s residence in Maitama, Abuja”.** This should be 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 03rd July 2024 by 1700 hrs. Bids may either be delivered by hand or sent by post at the aforementioned address. Mission will not be responsible for any postal delay.

6. Please note that any corrigendum/addendum in the above tender document, if required, will be posted on the website of the High Commission of India, Abuja, as given above. Link of the same is given below : <https://www.hciabuja.gov.in/list/Mw>

7. Bidders are advised to check the terms and conditions of this “Notice Inviting Tender” carefully. No claim on account of any errors detected in the tender documents shall be entertained.

8. The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

9. The Tender shall be neatly arranged, plain and intelligible. Each page of the Tender should be signed. 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. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the High Commission.

10. Any bid received by the High Commission after the last date for submission of bids will be rejected and not be considered and may be returned to the bidder.

11. Tender shall be valid for 180 days from the date of submission of tenders. A tender valid for a shorter period shall stand rejected. HCI, Abuja 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.

12. High Commission of India, Abuja reserves the right to accept /reject any tender without giving any reasons and accept tender for all or anyone or more of the articles for which the bidder has submitted bid. The Mission reserves the right to exclude any of the jobs/items from the scope of work during tendering process.

13. 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 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 all the parties. The seat of arbitration will be New Delhi and the sittings will take place at mutually agreed location.

14. Prior to the expiration of the period of bid validity, High Commission will issue letter of Intent by email to the successful bidder that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidder, the letter of award of work will be issued and Contract will be signed between High Commission and successful bidder. EMD will be refunded to unsuccessful bidders at the earliest and latest within 30 days of award of work. The successful bidder, on award of contract, must send the contract/acceptance in writing, within 14 days of award of contract; otherwise, the Contract will be awarded to the other bidder, as decided by High Commission.

15. The contract shall be valid for one year after signing of contract subject to satisfactory performance of the service provider. .

16. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. authorized representative of the selected service provider and the High Commission of India, Abuja.

17. The contractor shall pay the expenses of applicable duties for execution of agreement.

18. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.

19. Non-Disclosure Agreement: The selected bidder shall submit a Non-Disclosure Agreement (NDA) after signing the agreement to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may obtain/acquire while providing services to the High Commission.

20. The contractor shall be responsible for coordinating with concerned local authorities and compliance of all local laws & rules in carrying out the contracted work.

21. **No request for revision/increase of approved rates during the currency of the contract will be entertained.** No other charges like transportation and others will be payable for providing the services.

22. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

23. The important schedules and dates are as under:

	<i>Key Event</i>	<i>Dates</i>
1.	Pre-bid Meeting	17 th June 2024 at 1600 hrs
2.	Last date for submission of bids	03 rd July 2024 by 1700 hrs
3.	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>	04 th July 2024 at 1600 hrs
4.	Venue for pre-bid and opening of bids	Conference Room High Commission of India, Abuja Nigeria

24. For any tender related enquiry/clarification/site visit, please contact Mr. Sunil Kumar, Attache (Property) by E-mail admn.abuja@mea.gov.in or by phone (078622800-04).

25. All bidders are requested to read and understand the terms & conditions of the contract before submitting their bids. No change or violation of the aforementioned terms and conditions is permissible once the quotation is accepted by the Mission.

26. The payment schedule will be as follows :

S.No	Work	% of contract amount to be paid	Cumulative %
1	Painting of exterior of main ER building	20	20
2	Painting of the external/boundary walls	20	40
3	Painting of boys quarters	10	50
4	All remaining work as per scope of work	40	90
5	Retention money to be released after 1 year of completion of work	10	100

**High Commission of India
Abuja (Nigeria)**

SECTION II: TERMS AND CONDITIONS

1. 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 requested by a prospective bidder, modify the tender document.
2. HCI, Abuja 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.
3. 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, HCI, Abuja's interpretation of the clauses shall be final and binding on all parties.
4. The successful bidder, on award of contract, must send the contract/acceptance in writing, within 14 days of award of contract; otherwise the Contract will be awarded to the next successful bidder i.e. L-2.
5. 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.
6. The Contractor shall be responsible for minimum wages payment to his employees as per local laws. Besides, workmen compensation policy shall be taken for all workers by the Contractor at his cost. The High Commission of India shall be kept immune from any mishappening at site. The contractor will be fully responsible for the safety and insurance of worker hired for this job
7. The workers should not be allowed to bring any of their personal belongings except mobile phones. They should deposit their personal belongings at Security Gate.
8. HCI Abuja has right to inspect and, where necessary, reject the material for painting and repairing work including other accessories to be used for this work after arrival of the goods at the site. The material can be used only after satisfaction of the High Commission of India (b) The Head of Embassy Residence, High Commission of India, Abuja shall be the final authority to

reject full or any part of the supply which is not confirming to the specification and other terms and conditions. (c) No payment shall be made for rejected stores. Rejected items must be removed by the Bidders within two days of the date of rejection at their own cost and replaced immediately

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.
- d. The prices quoted should be all inclusive of all kind of taxes including transportation, insurance charges, etc.

2. Taxes and Duties:

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

3. Force Majeure:

High Commission of India, 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 *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. If a *Force Majeure* situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the High Commission in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not provided by the *Force Majeure* event.

SECTION IV: TECHNICAL SPECIFICATIONS/JOB DESCRIPTION

(Scope of work)

1:

- (a) Painting of main Entrance and Exit Gates along with the painted pointed iron bars on the boundary walls,
- (b) Painting of two gates leading to rear side of ER,
- (c) Minor repair and whitewash of exterior of main residence building
- (d) Painting of flag pole
- (e) Painting of car garage and store
- (f) Minor repair and painting of all boy's quarters from outside
- (g) Painting of front and rear boundary walls from inside as well as outside
- (h) Painting of side boundary walls from inside
- (i) MOPOL room repair including tin roof and painting,
- (j) Whitewash of guard post
- (k) Painting of iron staircase in rear garden
- (l) Painting of Generator house
- (m) Painting of portico outside Embassy Residence door including pillars etc.
- (n) Painting of Embassy Residence's roof area
- (o) Spray painting of all black light poles in ER
- (p) Painting of edge stone in front lawn area
- (q) Painting of security barriers lying outside the Embassy Residence
- (r) Whitewash of water pump room

2. Only Dulux paint to be used for all work

3. Please indicate, as applicable, quantity of drums of paint to be used for each job mentioned above.

4. Two coats of painting to be done, or more, if necessary.

5. Please also indicate cost of each drum of paint, material etc., and labour charges quotation-wise.

6. Please indicate number of days within which each job can be completed.

7. Quotation to be submitted separately for each job mentioned above, but all can be put together in one envelope.

TECHNICAL INFORMATION
(Proforma to be submitted with Technical Bid)

1. Name of firm:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:
 Telephone:
 Fax:
 E-mail:

S/ no	Requirements	Response
	a. Brief introduction of the company.	
	b. Previous experience in the field (<i>minimum of three years</i>)	
	c. Total number of regular employees with the firm	
	d. Turnover of the firm for the last two years	
	e. Registration Certificate & licence for the services	
2.	Detail work plan and methodology for undertaking the job	
3.	Qualification and experience of the staff [including supervisory / managerial staff and ground staff] proposed to be deployed for the job.	

(Signature of the authorized signatory with stamp)

Dated _____

Full Name and Designation of the signatory _____

Full address of the Agency/Company _____

Contact details of the signatory _____

Section – V

Format for submitting the Painting with minor repairs of the Embassy Residence building, fence wall and common area of the Embassy Residence of High Commission of India, Abuja,

High Commission of India, Abuja
Tender No. HCI/ABUJ/872/05/2024

Date:

Price Schedule (item-wise)

Sr. No.	Job/Item	Price quoted (in Naira)
1.	Painting with minor repairs of the Embassy Residence building, fence wall and common area	

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

Note: 1. The above quoted prices are complete in all respects as per technical specifications.

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

(Signature of the authorized signatory with stamp)

Dated_____

Full Name and Designation of the signatory_____

Full address of the Agency/Company_____

Contact details of the signatory_____