

High Commission of India
Abuja, Nigeria

www.hciabuja.gov.in

Date: 19th July 2023

Tender invitation for annual maintenance contract for upkeep of gardens and ground maintenance at the Chancery complex and the Embassy Residence (ER) of the High Commission of India.

Tender No. No. Abuj/Admn/872/02/2022-III dated 19th July 2023

Last date for submission of bids: 18th August 2023

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

**High Commission of India
Abuja, Nigeria**

Subject: Tender invitation for annual maintenance contract for upkeep of gardens and ground maintenance at the Chancery complex and the Embassy Residence (ER).

The High Commission of India (HCI), Abuja invites sealed tenders for Annual Maintenance Contract (AMC) for upkeep of gardens and ground maintenance of its Chancery complex at 364, Cadastral Zone, Central Business District (CBD), FCT, Abuja, and the Embassy Residence at 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 upkeep of gardens and ground maintenance at its Chancery complex and the Embassy Residence (*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 ₦100,000.00 (One hundred thousand Naira 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. 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 or furnish performance guarantee;
- iii. Furnishing of any wrong information.

4. The successful bidder is required to submit 5% of annual contract amount Performance Guarantee before the commencement order is given and within 15 days of signing the final contract. The EMD of the successful bidder may be adjusted in the Performance Guarantee by depositing the difference in amount of Performance Guarantee or alternatively EMD could be refunded by taking a fresh guarantee. The guarantee shall remain valid during the tenure of contract period and additional 60 days. The Guarantee 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 performance guarantee. The guarantee money shall be valid for additional 60 days and shall be refunded after successful completion of contract period provided there is no breach of contract. No interest shall be paid on the Performance/Service Guarantee.

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 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 Gardening Services”** 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 18th August, 2023 by 1700 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.

6. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the High Commission of India, Abuja, as given above.

7. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same 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 deadline for submission of bids will be rejected and not be considered and may be returned unopened 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 any tender, reject any tender without assigning 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 AMC during tendering process. The Service Provider will be decided on basis of items/jobs agreed to be proposed to be carried out by the AMC Contractor.

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 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 the High Commission of India in Abuja (Nigeria).

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 bidders and furnishing of Performance Guarantee, the letter of award of work will be issued and Contract will be signed by the High Commission. 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.

15. The contract shall be valid for one year after signing of contract subject to satisfactory performance of the service provider. The payment towards complete upkeep of green area, plants and trees of the Chancery complex and the Embassy Residence will be made on monthly basis at the end of the last working day of the month on

submission of invoice by the company. The contract may be extended on annual basis for a maximum of total three years on mutual consent subject to satisfactory performance report by the users, and subject to no increase in the value of the Contract and no change in the existing terms and conditions.

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 Service provider 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 Service Provider 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 AMC will be entertained.** No other charges like transportation fare etc 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 Mission 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 the High Commission of India in this regard will be final and binding upon the bidders.

25. The important schedules and dates are as under:

	<i>Key Event</i>	<i>Dates</i>
1.	Pre-bid Meeting	04 th August, 2023 at 1600 hrs
2.	Last date for submission of bids	18 th August, 2023 by 1700 hrs
	Date of Opening of Technical	

3.	<p>Bids (<i>Participant bidders may wish to be present</i>)</p> <p><i>*Date & time for opening of financial bids of technically qualified bidders will be communicated separately.</i></p>	21 st August , 2023 at 1700 hrs
4.	Venue for pre-bid and opening of bids	Conference Room High Commission of India, Abuja Nigeria

26. For any tender related enquiry/clarification/site visit, please contact Mr. Sunil Kumar, ASO(GA) by E-mail adm.n.abuja@mea.gov.in or by phone (078622800-04).

27. 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.

(P.K. Agrawal)
First Secretary & HOC

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. No request for revision/increase of approved rates during the currency of the AMC will be entertained. No other charges like transportation fare etc will be payable for providing the services.
7. 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.
8. All workers must wear uniform of the company at all times. The dresses should not be untidy. Workers should be given sufficient uniforms.
9. 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.

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 transportation, insurance charges, etc.

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. Warranty:

All the items/spare parts replaced by the Contractor, shall carry minimum 01 (one) 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:

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

Upkeep of gardens and ground maintenance at its Chancery complex and the Embassy Residence. This would inter alia, include the following:

1. Grass cutting (*by Lawn Mower*), cleaning, Sweeping of dry leaves, aerating, Pruning, Loosening of Soil;
2. Disposal of organic garbage;
3. Trimming, manual watering, fertilizing (All fertilizers/nutrients, pesticides to be supplied by the vendor), de-weeding of all areas including hedges, flower beds and plants;
4. Spraying against disease and pests with included materials at the company's cost; Planting of seasonal flowers(Mission will provide plants);
5. Replacement of dead flowers and bushes;
6. The firm shall employ adequate staff/Gardner (as deemed fit by vendor) at the Chancery complex and at the Embassy Residence during Monday to Friday (0900 hrs to 1630 hrs) and on Saturdays (1000 hrs to 1500 hrs). All bidders are required to survey green area of Chancery and ER to get fair idea about man-power required for up-keeping of green area, plants and trees.
7. The main gardener must be a qualified person with requisite qualification. The workers attached with the Gardener must be familiar with gardening work.
8. The firm shall provide in all tools/machine/equipments/materials/ consumables/pipes in the garden, and other items used for the gardening work at its own cost.
9. The firm shall be required to furnish an undertaking to strictly abide by good management practices, various labour regulations / laws, if any, in force in Nigeria including payment of minimum wages, social security etc. the winning bidder would be required to dedicate one supervisor / manager who can be contacted for all queries / requirements in connection with the work awarded.
10. The firm would be responsible for its workers in terms of their antecedents and conduct, services performance and behaviour as also the payment of salaries, compensation etc.
11. Bidders would be required to furnish the information and submit documents, as per the attached proforma and would quote prices strictly on monthly basis only. Price quoted should be on all-inclusive basis and shall include the cost of all services,

personnel, material, transportation etc. Technical information should be given in separate envelope.

12. The Contractor shall provide the coordinates (name, address, contact details) of the daily staff/cleaners along with their photographs. Besides, the bidder shall be responsible for verification of character and antecedents by the Police Authorities of the technicians and all its staff, which to be submitted within a month of award of contract.
13. The services will need to be made operational within 30 days from the date of award of contract, failing which HCI reserves the right to cancel the contract and award it to any other service provider.
14. Execution Method: The High Commission shall approve the following for effective performance of tasks:
 - i. Standard operation procedure for all service categories,
 - ii. Daily/Weekly/Monthly/Quarterly/Yearly Maintenance Schedules,
 - iii. Logbooks/Log sheets
 - iv. Down time scheduling of various services

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 gardening staff] proposed to be deployed for the job.	

Section – V

Format for submitting the Price Schedule for gardening services and ground maintenance at Chancery-cum- Residential Complex at Cadastral Zone, Central Business District, FCT, Abuja, the Embassy Residence at Maitama, Abuja.

High Commission of India, Abuja
Tender No. Abuj/Admn/872/02/2022-III

Date:

Price Schedule (item-wise)

Sr. No.	Job/Item	Price quoted/per month (in Naira)
1.	Gardening Services	

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

Name of firm

Address for correspondence

Contact

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.

Yours faithfully,

(Signature of Authorized Signatory)

Name & Designation:

Company seal