



Tender Invitation for Supply, Installation, Testing and Commissioning of 500 KVA, 200 KVA and 110 KVA Silent Diesel Generator Sets and its Annual Maintenance Contract for the High Commission of India, Abuja

No. HCI/ABUJ/872/2/2023

**High Commission of India,
No. 364, Cadastral Zone,
Central Business District (CBD)
Abuja, Nigeria**

hoc.abuja@mea.gov.in
info.abuja@mea.gov.in

<u>Important Dates</u>	
Published date	27.04.2023
Bid document download start date	27.04.2023
Bid submission start date	27.04.2023
Clarification Start Date	27.04.2023
Pre-bid Meeting	15.05.2023
Clarification End Date	26.05.2023
Bid submission end date	29.05.2023
Date of Technical Bid opening	31.05.2023

Tender Notice

The High Commission of India, Abuja invites competitive bids from manufacturers/authorized dealers/reputed suppliers having their registered office and service center in Nigeria, for supply, installation, testing and commissioning of one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA Silent Diesel Generator Sets of reputed make (MIKANO/KIRLOSKAR/KOHLER/MITSUBISHI/CATERPILLAR/PERKIS).

2. Firms must have maintenance and servicing facilities of generator set in Abuja, Nigeria. The representative of firms/suppliers may visit the site, for assessment of the requirements and formulation of the quotation, by taking prior appointment from HCI, Abuja. Clarifications, if any, regarding the tender document or contents therein may be sought by e-mail (admn.abuja@mea.gov.in) or on telephone (Mr. Sunil Kumar, +234 812 830 8714).

3. Brief terms & conditions, scope of work, schedule of quantities and proforma for submission of quotations are enclosed. The supplier shall sign every page of documents and submit the sealed envelope to: Head of Chancery, High Commission of India, Abuja. The tender document can be downloaded from the following websites: www.hciabuja.gov.in; www.eprocure.gov.in/cppp; www.mea.gov.in. The pre-bid meeting is on 15.05.2023 at 16:00 (WAT) at High Commission of India, Abuja.

4. Schedule for submission/opening of bids:
Last date for submission of competitive bids : 29.05.2023 (1700 hrs)
Opening of technical bids : 31.05.2023(1600 hrs)

5. The bids will be accepted only upon verification and fulfillment of the eligibility criteria mentioned in the tender document. HCI, Abuja is not bound to accept the tender and reserves the right to partially accept or reject any or all the tender(s) or part thereof, without assigning any reasons.

Sd/-
(Vipulkumar Mesariya)
Head of Chancery

PART-I
(TECHNICAL BID)
(Section A to M)

Name of the firm	
Registered Office Address Telephone No. Email Fax	
Correspondence/ Contact Address	
Details of Contact Person(Name, designation, address, mobile no., email)	
Registration No. & Date of Incorporation of Company (Please attach a copy incorporation certificate)	
Type of Firm (whether PSU/Proprietary/Partnership etc.)	
Whether manufacturer /authorized distributor/supplier	
Whether maintenance, service facilities and spare parts of the generator of said brand are available in Nigeria	

Signature of Authorized Signatory
(Name & Designation)
Company Seal
Date:

PART-I
COMMERCIAL TERMS & CONDITIONS.
A. FORM OF TENDER

To,
Head of Chancery
High Commission of India, Abuja,
Nigeria

Dear Sir,

Having examined the specifications, and schedule of quantities relating to the works specified in tender document hereinafter set out and having visited and examined the site of the works specified in the said document and having acquired the requisite information relating thereto as affecting the tender, we hereby offer to supply and execute the works specified in the said tender document, within the time specified at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs and instructions in writing referred to in conditions of tender.

I	Description of work	Supply, testing, installation & commissioning of one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA Silent Diesel Generator Sets and its Annual Maintenance Contract. (where possible, buy back of one (1) 500 KVA, one(1) 140 KVA and one(1) 110 KVA Perkins DG Sets on “as is where is” basis may be included, Commissioned in 2014)
II	Earnest Money Deposit	Naira 1,000,000/- 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”
III	Time allowed for completion of contract	Within two month after 7thday of Notification of Award

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and conditions of the tender.

3. We have deposited a sum of Naira 1,000,000/- as earnest money to the High Commission of India, Abuja (HCI, Abuja). The amount shall not bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by HCI, Abuja.

4. We are enclosing herewith list of our clients with complete details as per the HCI, Abuja's proforma.

5. The Tender is submitted in three parts in separate sealed envelopes. Part-1 contains all technical particulars, terms and conditions while Part-2 contains only the Price/Financial Bid in HCI, Abuja's proforma. Part-3 contains EMD of Naira 1 Million

6. We have visited the site and gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

Regards,

Yours faithfully

Signature of Authorized Signatory
(Name & Designation)
Company Seal
Date:

(Signatures, Name, addresses,
Mobile No. of witnesses)

PART-I

B. Proforma for list of clients (attach a separate list, if need be)

S.No.	Details	Name of Client(1)	Name of Client(2)	Name of Client(3)
1	Address, fax and telephone number			
2	Project name, location and address			
3	Brief details of the work [Please enclose copy of Work /Purchase Order]			
4	Value of work as completed			
5	Date of award of contract			
6	Date of completion of work			
7	Details of Service & Maintenance Work			
8	Testimonials			

C. TERMS & CONDITIONS

1. Only those OEM's (Original Equipment Manufacturers) and authorized dealers/suppliers of Silent DG Set, who have minimum 03 years of experience in the field of undertaking similar works for Government/Banks/Reputed Companies and who fulfill the following pre-qualification criteria are eligible to participate in tender:

- a) Minimum 03 years of experience in undertaking similar nature of works
- b) Minimum yearly turnover of at least Naira 40 million during last 03 financial years supported by audited financial statements. The bidder should not have incurred any financial loss for more than one year during the last three years ending on date of tender.
- c) Service and Maintenance facilities of said brand in Nigeria.
- d) Strong testimonials on service guaranty by clients in Nigeria.
- e) Replacement Guarantee of 1 year. The vendor shall replace the DG Set in case of any major problem occurs within 1 year from the date of handing over of DG Sets.

2. Bidders should submit copies of 3 Work Orders indicating scope and value of Purchase Orders for the supply & Installation of Silent DG Sets and completion certificate for the qualifying works.

3. Bids submitted by a firm who is found to be not satisfying the above criteria will be rejected.

4. The bidders should inspect the site on any working day before submitting the bids. Please book an appointment with Mr. Sunil Kumar at admn.abuja@mea.gov.in and/or +234 812-830-8714.

5. The last date of submission of sealed bid offer as mentioned above is May, 29, 2023 (1700 hrs). The sealed envelope addressed to Head of Chancery, High Commission of India, Abuja, Nigeria may be submitted by hand/post during the working hours on or before the last date & time.

6. In the first stage, only technical bids will be opened for evaluation and Financial Bids of only those bidders whose technical bids are acceptable/qualified will be opened after evaluation of technical bid. The date for opening financial bid will be conveyed in due course of time. The representatives of the bidders, if they wish, may remain present while opening of the technical bids and financial bids.

7. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will

be taken as final. Rates should be inclusive of all the taxes as applicable. VAT should not be included as High Commission of India, being a diplomatic Mission, is exempted from VAT under the Vienna Convention. The High Commission of India, Abuja reserves the right to reject or accept any or all application(s) without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it. Bids incomplete in any form are liable to be rejected outright.

9. Finalization of any bid is the sole discretion of High Commission of India, Abuja. It reserves the right to modify the tender document or any other condition.

10. Least Cost System will be followed. There will be no weight age for marks or score during evaluation of technical bids and the responsive technically qualified bidder with the lowest evaluated cost shall be selected.

11. If any dispute, difference or question at any time arises between the High Commission 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 Seat in New Delhi and the hearings will be conducted at Ministry of External Affairs in New Delhi.**

12. Price escalation shall **not** be admissible due to any reason, including but not limited to, change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc.

13. If Contractor is not able to deliver the Generators at the Installation Site within 60 days after award of contract, a penalty of 0.2% of contract price i.e will be imposed on the Contractor for each day of delay.

D. INSTRUCTIONS FOR SUBMISSION OF BID

1. Bid should be submitted in three cover system viz; separate sealed **Envelope-1** for Technical Bid, **Envelope-2** for Price Bid and **Envelope-3** EMD. All three envelopes I.e Technical, Price bid and EMD envelopes should be placed in one larger envelope duly superscribing the name of the work "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA SILENT DG SETS AND ITS AMC FOR THE HIGH COMMISSION OF INDIA 2023" written prominently. The full name, postal address and phone/fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelopes containing each part shall be superscribed as under:-

Envelope 1: Technical Bid

Envelope 2: Price/Financial Bid

The **ORIGINAL BID** shall be duly marked on the Envelopes. PRICE BID NEEDS TO BE SUBMITTED WITH ORIGINAL BID ONLY.

2. **Envelope-1:** The first cover shall be submitted along with the following documents and the cover should be superscribed with: "ENVELOPE-1: TECHNICAL BID FOR "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA SILENT DG SETS AND ITS AMC FOR THE HIGH COMMISSION OF INDIA 2023".

3. The technical proposal shall include the following for evaluation of technical bids:

- a) EMD (Earnest Money Deposit) / Bid Security (Naira 1,000,000/-) (to be enclosed with ORIGINAL bid, i.e. main envelope). Without EMD, bid will not be accepted.
- b) Information and documentary proof of experience, financial resources, etc.
- c) Declaration as required as per instructions to Bidders.
- d) Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- e) Signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- f) Signed declaration stating that Bidder have not been banned or delisted by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- g) Declaration stating the acceptance of payment terms of "General Conditions of the Contract".
- h) Copy of Duly filled "Tender Form".
- i) Copy of Bidders Company Registration Certificate.
- j) Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field.

- k) Copies of similar Work orders / performance certificates / job completion certificates for each individual item for which the bid is submitted, issued by the client during the past 3 years, for evaluation of financial & technical capabilities of the bidders. Work orders / performance certificates / job completion certificates shall be in the name of bidder only.
- l) Undertaking to commence the work as per tender document.
- m) The bidder shall furnish the details of Bank account for release of payment through cheque.
- n) The Envelope-1 shall not contain any information on price. Bids containing price in Envelope-1 will be liable for rejection.
- o) Envelope-2: The second cover shall be submitted along with the following documents and the cover should be superscribed with:
“ENVELOPE-2: PRICE BID for “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA, 200 KVA and 110 KVA SILENT DG SET AND ITS AMC FOR HIGH COMMISSION OF INDIA 2023” and shall contain; Schedule of Prices duly filled in the specified form. It may please be noted that this part shall not contain any terms, conditions or deviations. Any condition given in the price bid (Envelope-2) will be a sufficient cause for rejection of bid. Prices quoted by the Bidder shall remain firm and fixed and valid till the validity time.
- p) The Envelope-3 shall contain EMD of Naira 1 Million.

E. SCOPE OF WORK

1. The scope of work of the bidder in brief is enumerated below:

- a) Supplying, installation, testing and commissioning of one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA Diesel Generator Set and its AMC (where possible, under buy back of one (1) 500 KVA, one(1) 140 KVA and one(1) 110 KVA Perkins DG Set on “as is where is” basis may be included), with complete acoustic enclosures, circuit breaker, battery pack, base fuel tank, display screen with analogical values and AMF/ATS panel.
- b) All Civil Works, if required, for the preparation of Platform (PCC foundation of appropriate size necessary for the installation of the Silent DG Sets and to ensure least vibration.
- c) Proper earthing required for the installation of Silent DG Sets and protection of equipment and human beings.
- d) Supply, installation and testing of changeover and other electrical fittings, cables etc. required for the installation of DG Sets.
- e) Arrangement of equipment, tools and tackles and scaffolding material for installation of the equipment at site at the cost of bidder.
- f) Required quantity of lubricant and coolant are to be arranged by bidder at the cost of bidder till commissioning and handing over the system and during the guarantee period of one year.
- g) Submission of guarantee certificate and test certificates of the manufacturer.
- h) Installation of exhaust pipes with suitable insulation up to the required level of the building as required by the concerned statutory authorities.
- i) Cleaning and removal of all unused/wastage material from the site immediately after handing over the equipment.

2. Where possible, the existing DG sets has to be dismantled and taken away by offering a buy back for value for the same (See Price Schedule)

3. The Annual Maintenance Contract shall start after expiry of defect liability period and include a minimum of six(6) services in a year or 1750 hours, whichever is earlier (**the AMC cost should be quoted for a period of 3 years; see Price Schedule**). Chief engineer of the firm shall inspect DG Sets once in every three months. AMC shall also include routine checks, maintenance, cleaning and replacement, whenever necessary, of: fan belt tension, alternator belt, oil/air/water filters, engine oil, drainage/flushing/refilling of radiators, coolant, steam washing of radiators, control panels/systems, gauges, etc. All consumable parts such as engine oil, radiant coolant, fuel/oil/air/water filters, etc. shall be supplied by the firm. Contractor shall maintain a register with details of all types of services performed by the technicians, countersigned by officials of HCI, Abuja.

4. The bidder shall, at its own expense, arrange for safety provisions as per safety codes and rules, regulations and laws as may be applicable, in respect of all labour, directly or indirectly employed in the work.

5. The bidder shall not assign the contract or any part thereof without the prior written consent /approval of the High Commission of India, Abuja.

F. DOCUMENTATION:

Two(2) sets of following documents shall be provided by the manufacturer/supplier:-

- O&M Manual of Diesel Engine
- Spare parts list of Diesel Engine
- Test Certificate of Diesel Engine
- Test Certificate of Alternator
- Test Certificate of D.G. Set

G. EARNEST MONEY DEPOSIT (EMD):

1. The Earnest Money Deposit (EMD) of Naira 1,000,000/- (One Million Naira only) is to be deposited with the Original Bid 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".

2. The EMD shall be forfeited in case:

- a) The bidder withdraws its offer during the period of tender validity.
- b) After submission of bid, the bidder fails to honour the order or refuses to comply with any or all terms and conditions as mentioned in the tender document.

3. The EMDs of the unsuccessful bidders will be refunded without any interest after awarding of bid to successful bidder. EMD of successful bidder will be returned after retention of Performance Guarantee.

H. PERFORMANCE GUARANTEE:

a) Ten per cent (10%) of Actual Contract Value will be retained as Performance Guarantee for the entire period of replacement guarantee of one(1) year from the date of successful installation and commissioning of the DG Sets. The successful bidder will be required to furnish this within seven(7) working days of receipt of contract, as per the format attached(refer Annexure- I). This amount will be released on completion of guarantee period.

b) The losses to HCI, Abuja, if any, which are directly attributable to the firm, shall be deducted from the bills /adjusted from the performance guarantee.

I. VALIDITY OF BID:

The offer shall be valid for a minimum period of 180 days from the date of opening of financial bid.

J. PAYMENT SCHEDULE:

- I. 90% of total amount after successful supply, testing, installation and commissioning of the DG set.
- II. Remaining 10% will be released on completion of replacement guarantee period of 1 year from the date of commissioning and handing over of DG set.
- III. The bills complete in all respect should be presented to the HCI, Abuja and payment of the bills will be made after scrutinizing and verifying the bills within a period of 15 days from the date of receipt of the bills.
- IV. Payment will be made in Local Currency/Indian Rupees by cheque/bank transfer. Successful bidder shall provide Bank Details along with the bills.

K. FORCE MAJEURE:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of seven(7) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of seven(7) days.

L. TECHNICAL PARTICULARS

S. No.	Item Description(Indicative)	For 500 KVA DG Genset
1	Engine Make Model Number Type Type of cooling system Type of silencer Fuel tank capacity Shaft HP at 1500 RPM Type of Governor Full consumption at full load/ hour	
2	Alternator Make Model number Frame size Rated Voltage Capacity in KVA Excitation % Regulation Type of enclosures Class of insulation for winding	
3	Batteries Make Voltage Capacity in Amp. Hour Whether stand included or not	
4	Coupling Type Whether guard provided or not Whether base plate included or not	
5	Diameter of exhaust Pipe Thickness of exhaust Pipe Thickness and type of exhaust pipe insulation	
6	List of tools normally supplied with the engine & alternator, free of cost (Please enclose details in separate Annexure)	

7	List of spares normally supplied along with the engine & alternator, free of cost. (Please enclose details in separate Annexure)	
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S. No.	Item Description(Indicative)	For 200 KVA DG Genset
1	Engine Make Model Number Type Type of cooling system Type of silencer Fuel tank capacity Shaft HP at 1500 RPM Type of Governor Full consumption at full load/ hour	
2	Alternator Make Model number Frame size Rated Voltage Capacity in KVA Excitation % Regulation Type of enclosures Class of insulation for winding	
3	Batteries Make Voltage Capacity in Amp. Hour Whether stand included or not	
4	Coupling Type Whether guard provided or not Whether base plate included or not	
5	Diameter of exhaust Pipe Thickness of exhaust Pipe Thickness and type of exhaust pipe	

	insulation	
6	List of tools normally supplied with the engine & alternator, free of cost (Please enclose details in separate Annexure)	
7	List of spares normally supplied along with the engine & alternator, free of cost. (Please enclose details in separate Annexure)	

S. No.	Item Description(Indicative)	For 110 KVA DG Genset
1	Engine Make Model Number Type Type of cooling system Type of silencer Fuel tank capacity Shaft HP at 1500 RPM Type of Governor Full consumption at full load/ hour	
2	Alternator Make Model number Frame size Rated Voltage Capacity in KVA Excitation % Regulation Type of enclosures Class of insulation for winding	
3	Batteries Make Voltage Capacity in Amp. Hour Whether stand included or not	
4	Coupling Type Whether guard provided or not	

	Whether base plate included or not	
5	Diameter of exhaust Pipe Thickness of exhaust Pipe Thickness and type of exhaust pipe insulation	
6	List of tools normally supplied with the engine & alternator, free of cost (Please enclose details in separate Annexure)	
7	List of spares normally supplied along with the engine & alternator, free of cost. (Please enclose details in separate Annexure)	

M. CHECK LIST:

S.No.	Description	HCI Abuja's terms	Whether acceptable or not
1	Validity of offer	The offer shall be valid for a minimum period of 180 days from the date of opening of financial bid.	
2	Earnest Money Deposit(EMD)	EMD of Naira 1,000,000/- (One Million only) is to be deposited with the Original Bid 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"	
3	Completion period	Within two month after 7th day of Notification of Award	
4	Guarantee	All equipment shall be guaranteed for a period of one year from the date of commissioning and handing over. Please indicate service facility available in Abuja	
5	Terms of payment	90% of total payment after supply, testing, installation and commissioning of DG Set and the remaining 10% after the end of one year of replacement guarantee period	

Signature of Authorized Signatory
(Name & Designation)
Company Seal
Date:

Note: - Please indicate Yes/No against the items. If No, please indicate the deviation from the stipulated clause.

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

No.HCI/ABUJ/872/2/2023

Dated: 21/04/2023

Tender Invitation for Supply, Installation, Testing & Commissioning of Diesel Generator Sets and its Annual Maintenance Contract for the High Commission of India, Abuja.

**PART - II
(PRICE BID)**

Name of the Bidder:

Address:

Telephone number:

Email:

Website (if any):

Date of submission:

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

No.HCI/ABUJ/872/2/2023

Dated: 21/04/2023

Tender Invitation for Supply, Installation, Testing & Commissioning of Diesel Generator Sets and its Annual Maintenance Contract for the High Commission of India, Abuja.

**PART – II
(PRICE SCHEDULE)**

S.No.	Price Schedule(Item wise)	Attach a separate sheet for details
1	Supply, testing, installation and commissioning of one(1) 500 KVA Silent Diesel Generator Set	
2	Supply, testing, installation and commissioning of one(1) 200 KVA Silent Diesel Generator Set	
3	Supply, testing, installation and commissioning of one(1) 110 KVA Silent Diesel Generator Set	
4	Annual Maintenance Contract (AMC) Charges for a period of 3 years. (Indicate the year wise details, if necessary)	
5	Total price (=1+2+3+4)	
6	Indicate the value of buy back of one(1) existing 500 KVA Perkins DG Set on “as is where is” basis. Commissioned in 2014.	
7	Indicate the value of buy back of one(1) existing 140 KVA Perkins DG Set on “as is where is” basis. Commissioned in 2014	
8	Indicate the value of buy back of one(1) existing 110 KVA Perkins DG Set on “as is where is” basis. Commissioned in 2014	
9	Total price (=6+7+8)	

Declaration:

1. The above quoted prices are complete in all respect as per technical specifications inclusive of all taxes and duties, packing, forwarding, transit insurance, loading and unloading, transportation, installation and commissioning and other charges, etc. No other charges would be payable by the High Commission of India, Abuja.

2. It is certified that the rates quoted above are not more than the rates charged from any other institution/department/organization.

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

Place:

Date:

Signature of Authorized Signatory
(Name & Designation)
Company Seal

[NOT TO MENTION PRICE/AMOUNT IN TECHNICAL BID DOCUMENT]

(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,

This has reference to the Contract No. _____ dated _____, which has been awarded by HCI, Abuja, to M/s (Name of Contractor) for Supply, Testing, Installation and Commissioning of one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA Silent Diesel Generator Sets.

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 the High Commission of India, 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 assurances 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 guarantee as mentioned hereinafter.

a) High Commission of India, Abuja(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.

b) 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_____.

c) Your right to recover the said sum of Naira _____only from us in manner aforesaid will not be affected and/or suspended by reason of the fact that any dispute or disputes have been raised by said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

d) Our liability under this guarantee is restricted to 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 _____ (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.

e) 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 _____.

f) Notwithstanding anything contained herein:

i. Our liability under this guarantee shall not exceed Naira_____ (in words).

ii. This bank guarantee shall be valid up to_____ and 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 thereafter i.e. after six months from the date of expiry of this Bank guarantee.

iii. 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 on/or before _____

iv. The Bank guarantee will expire on_____ granted by the Bank.

Yours faithfully,

SEAL OF THE BANK

Authorized Signatory For

(Name of Bank)

(ANNEXURE-II)

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

Date:

To
Head of Chancery
High Commission of India Abuja.

Subject: Tender invitation for Supply, Testing, Installation and Commissioning of one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA Silent Diesel Generator Set for High Commission of India, Abuja.

Dear Sir,

We, M/s _____ (Name of the bidder) having our 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. **HCI/ABUJ/872/2/2023**

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated _____ for the execution of Supply, Testing, Installation and Commissioning of one(1) 500 KVA, one(1) 200 KVA and one(1) 110 KVA Silent Diesel Generator Sets 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 of India, Abuja.

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 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

Date:

CONTRACT AGREEMENT

THIS AGREEMENT made on [day] day of [month] [year] between the High Commission of India, Abuja (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
 - 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:
Print Name Title

For the Contractor:
Print Name Title

In the presence of Name Address: