

**No. Abuj/Adm/872/01/2022
High Commission of India
No. 364, Cadastral Zone,
Central Business District (CBD)
Abuja, Nigeria**

www.hciabuja.mea.gov.in

Date: 15th November 2022

Tender invitation for award of annual maintenance contract (AMC) for three generator sets (two at the Chancery complex at 364, Central Business District, FCT, Abuja and one at the Embassy Residence at Maitama, Abuja, Nigeria).

Tender No. Abuj/Admn/872/01/22-Tender 6/2022 dated 16th November 2022

Date of Prebid Meeting : 02nd December 2022 at 1500 Hrs.

Last date for submission of bids: 08th December 2022.

Date of opening of Technical Examination: 12th December 2022 at 1600 Hrs.

Section- I : Invitation for Tenders

Section - II : Terms & Conditions

Section-III : Special Conditions of Contract

Section-IV : Brief Description of Work

Section-V : Price Schedule

No. Abuj/Adm/872/01/2022
High Commission of India
No. 364, Cadastral Zone,
Central Business District (CBD)
Abuja, Nigeria

Subject: Tender invitation for award of annual maintenance contract (AMC) for three generator sets (two at the Chancery complex at 364, Central Business District, FCT, Abuja and one at the Embassy Residence at Maitama, Abuja).

The High Commission of India (HCI), Abuja invites sealed tenders for award of annual maintenance contract (AMC) for three generator sets (two at the Chancery complex at 364, Central Business District, FCT, Abuja and one at the Embassy Residence at Maitama, Abuja). 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 maintenance of generator sets as detailed in Section-IV of the tender document.

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

www.hciabuja.mea.gov.in

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

www.mea.gov.in

- A. Bidders are requested to go through the terms & conditions contained in the bid document.
- B. Bidders are also required to deposit Earnest Money Deposit (EMD) of **₦100,000.00** (Naira 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, Abuja”.
- C. **Bids received without EMD will not be considered and rejected summarily.**

3. The tender should be submitted in two sealed envelopes as below, along with prescribed EMD in the 3rd envelope.

(a) The first sealed cover superscripted as “Technical Bid” should contain all technical details of the Company along with relevant

documents/information and, (ii) Acceptance of terms & conditions given in Section-II.

(b) The second sealed envelope superscripted “Financial Bid” should contain only rates for Annual Maintenance Contract 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 IHC” addressed to the Head of Chancery, High Commission of India at 364, Cadastral Zone, Central Business District (CBD), FCT, Abuja, Nigeria, and must reach on or before 08th December 2022 by 1600 hrs. Bids may be hand delivered or sent by post at the aforementioned address so as to reach on or before the prescribed date and time. Mission will not be responsible for any postal delay.

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

5. All bidders are requested to read and understand the terms & conditions of the contract as detailed in the Section-II before sending their bids, as no change or violation of the aforementioned terms and conditions is permissible once the quotation is accepted by the Mission. For any tender related enquiry/clarification, please contact Head of Chancery by Phone (00 234 7080622800) or E-mail at hoc.abuja@mea.gov.in

6. The sealed bids would be opened on 12th December 2022 at 1600 hrs in the High Commission. The tenderers or their authorized representatives may attend the opening of tender bids.

SECTION II: TERMS AND CONDITIONS

1. Bidders are required to deposit Earnest Money Deposit (EMD) of **₦ 100,000.00** (Naira 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, 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.
2. The Tender shall be neatly arranged, plain and intelligible. Each page of the Tender should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Tender. The conditional tender will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder’s signature.
3. The Bidders shall submit documentary evidence in respect of their technical capabilities and the Financial Bid including their experience in execution of similar nature of work.
4. 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.
5. Any tender received by HCI, Abuja after the deadline for submission of tenders, will not be accepted and returned unopened to the bidder.
6. The lowest price criteria shall be applied for award of the Contract.
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, HCI, Abuja’s 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 seven (7) days of award of contract, failing which the EMD will be forfeited and the order will be placed to the next successful bidder. The EMD shall also be forfeited:

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

9. 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 dishonors the contract. Decision of the Mission in this regard shall be final and binding upon the contractor.

10. No request for revision/increase of approved rates during the currency of the AMC will be entertained. No other charges like labour and transportation cost etc will be payable for providing the services.

11. All types of repairs/fittings/replacements must be carried out by professional and experienced technicians. It is, therefore, mandatory for the contractor to deploy qualified technicians for servicing of the generator sets. Details of professional qualifications and experience of staff/technicians to be engaged for servicing the Gen Sets may preferably be furnished at the time of bidding for the tender. Besides, the bidder shall be responsible for verification of character and antecedents of these technicians.

12. 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 mis-happening at site.

13. It will be responsibility of the Contractor to keep the generator sets in good working order during the AMC period. Contractor's qualified technicians should be available, on call, for attending to any repairs or maintenance. No labour or transport charges shall be paid for such maintenance related jobs.

14. Any financial loss caused due to the damage of anyone of the three generator sets would be deducted from the performance bills.

15. The Contractor shall use genuine spare-parts for repair/replacement. The old parts which are replaced must be deposited in Administration Section in the Mission.

16. The Contractor will attend to all complaints immediately after receiving calls from Administration Section in the Mission. As and when the Contractor is not able to do assigned repair/maintenance work, Mission 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 it.

17. If any incident of theft/pilferage by the technicians of the Contractor is reported causing pecuniary loss to the Mission, the entire cost would be recovered from the firm besides annulment of the contract.

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 inclusive of transportation, insurance charges etc.

2. Taxes and Duties:

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

3. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Bank Guarantee in the form of a Bank Guarantee for the 10% (ten percent) amount of the Contract Price within seven (7) working days of receipt of award of contract, as per the format attached to this document (refer Annexure-I). This bank guarantee shall remain valid till the expiry of the said Annual Maintenance Contract (AMC).

4. Warranty:

All the items covered under the schedule of requirements, shall carry minimum one (01) year on site comprehensive warranty from the date of installation of the items. The bidder must undertake to provide the installation and warranty service at Abuja. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done at site workshop.

5. Force Majeure:

HCI, Abuja may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like

earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

SECTION IV: BRIEF DESCRIPTION OF WORK

The brief description of work to be done by the Contractor is listed below:

1. Trouble free operation of the following generator sets:

S.No.	Capacity	Make/Model	Locations
(i)	500 KVA	Perkins & 2500/2800	Two generator sets at the Chancery complex at 364,
(ii)	140 KVA	Perkins & 1000	Central Business District, FCT, Abuja
(iii)	110 KVA	Perkins & 1000	One generator set at the Embassy Residence, Maitama, Abuja

2. Bimonthly (once in two-month period) service of the generator sets. Besides, the Chief Engineer of the Firm shall inspect all generator sets once in every three-month period. In addition, the technician will visit High Commission and the Embassy Residence twice a month for routine check of the generator sets.
3. Routine checks, maintenance, cleaning and replacement, whenever necessary, of the following items:
 - (i) Fan Belt Tension
 - (i) Alternator Belt and Alternator
 - (ii) Oil Filters
 - (iii) Air Filters
 - (iv) Water Filters
 - (v) Engine Oil
 - (vi) Drainage, flushing and refilling of radiators
 - (vii) Coolant level
 - (viii) Steam washing of Radiators
 - (ix) Safety Devices ensuring strict functional and security compliance
 - (x) Control systems, ATS and switch gears
 - (xi) Turbo Charger
 - (xii) Battery
 - (xiii) Water Pump
 - (xiv) All Gauges
 - (xv) Other maintenance related work as and when required

4. Distress calls: The Firm (Contractor) shall endeavour to respond to distress calls within one (1) hour. The cost of items other than those included in the Contract will be borne by the High Commission in cases of replacement. However, no labour or transportation charges will be paid for replacement of spare-parts.
5. All consumable parts such as engine oil, radiant coolant, fuel filters, air filters, oil filters, water filters shall be supplied by the Service Company.
6. The Contractor shall maintain a register with details of all types of services performed by the technicians countersigned by the Administration Section in the Mission.

Section – V

Format for submitting the Price Schedule for complete annual maintenance contract (AMC) of three generator sets (two at the Chancery complex at 364, Central Business District, FCT and one at the Embassy Residence at Maitama, Abuja).

High Commission of India, Abuja

Tender No. Abuj/Adm/872/01/22-Tender 6/2022 Date: 16th November 2022

Price Schedule (item-wise):

Annual Maintenance of generator set:

- (i) 500 KVA
- (ii) 140 KVA
- (iii) 110 KVA

Name of firm

Address for correspondence

Contact Details

Unit Price (in Naira)

Total Price (in Naira)

Note: 1. The above quoted prices are complete in all respect as per technical specifications inclusive of all taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation, installation & other charges etc.

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

Yours faithfully,

(Signature of Authorized Signatory)

Name & Designation:

Company seal:

ANNEXURE-I

BANK GUARANTEE OF PERFORMANCE SECURITY

(on non-judicial paper of appropriate value)

To
Head of Chancery
High Commission of India
Abuja

BANK GUARANTEE NO:

DATE:

Dear Sir

This has reference to the Contract No. _____ dated _____, which has been awarded by HCI, Abuja to M/s (Name & Address of Contractor) for annual maintenance contract (AMC) of three generator sets (two at the Chancery complex at 364, Central Business District, FCT, Abuja and one at the Embassy Residence at Maitama, Abuja).

The conditions of this contract provide that the contractor shall,

1. Complete the works listed in the said contract as per schedule.
2. Arrange for the Bank Guarantee towards the items supplied and fixed by the Contractor at Chancery-cum-residential complex and Embassy Residence at Abuja.
3. M/s (Name of Contractor) has accepted the said contract with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the contract No. _____ M/s (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.
4. HCI, Abuja shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or

otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the HCI, Abuja under any security(ies) now, or hereafter held by the HCI, Abuja and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the HCI, Abuja hereunder or of prejudicing right of the HCI, Abuja against the bank.

5. This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the HCI, Abuja and liabilities of the Contractor arising up to and until date.....

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

7. Our liability under this guarantee is restricted to Naira_____-/- (Naira_____Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

8. We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

9. Notwithstanding anything contained herein:

A. Our liability under this guarantee shall not exceed Naira.....(in words).

B. This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.

C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

D. The Bank guarantee will expire on

Granted by the Bank.

Yours faithfully,

SEAL OF THE BANK

For (Name of Bank)

Authorized Signatory