

High Commission of India
Abuja, Nigeria

www.hciabuja.gov.in

Date: 20th December 2024

Notice Inviting Tender (NIT) for selecting contractor for Refurbishment/repair & Annual Maintenance of one Passenger Lift installed in High Commission of India, Abuja at 364 Cadastral Zone, Central Business District, FCT, Abuja for a period of 2 years.

Tender No. HCI/ABUJ/885/2/2023 dated 20th December 2024

Last date for submission of bids: 20th January 2025

Section- I : Invitation for Tenders

Section - II : Terms & Conditions

Section - III : Special Conditions of Contract

Section- IV : Scope of work/Job Description

Section- V : Technical Bid

Section- VI : Financial Bid

HCI/ABUJ/ 885/2/2023
High Commission of India
Abuja, Nigeria

Subject: Notice Inviting Tender for selecting contractor for Refurbishment/repair & Annual Maintenance of one Passenger Lift installed in High Commission of India, Abuja for a period of 2 years.

The High Commission of India (HCI), Abuja invites sealed tenders from Manufacturers/OEM/Authorized sales, & Service dealers of OTIS Elevators having regular office preferably in Abuja for award of comprehensive AMC for one OTIS's make passenger lift (2 stops) installed in HCI Abuja.

2. The tenders are invited under two bid system viz. Technical Bid and Financial Bid.

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 not be considered and rejected summarily.** 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. Deliberately furnishing of any wrong information.

4. Successful bidders shall submit 5 % of the contract value as Performance Security in the form Demand Draft valid for a period of sixty days beyond the date of the completion of all the contractual obligations. Performance Security shall be deposited within 15 days of signing of contract. The Performance Security 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 Security. No interest shall be paid on the Performance Security.

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 AMC of passenger lift at High Commission of India, 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 20th January 2025 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.

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 two years after signing of contract subject to satisfactory performance of the service provider. The contract can further be extended for one year on same terms, condition and amount subject to mutual consent.

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. Breach of this will lead to termination of agreement and forfeit of performance security.

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	06 th January 2025 at 1600 hrs
2.	Last date for submission of bids	20 th January 2025 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>	21 st January 2025 at 1600 hrs
4.	Venue for pre-bid and opening of bids	Conference Room, High Commission of India, Abuja

24. Bidders are advised to understand the magnitude of the job involved for Maintenance of Lifts services before submitting their bids. They may visit High Commission during working hours with prior appointment. For appointment and any 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 towards the maintenance work of lift will be made on quarterly basis at the end of the last working day of the quarter on submission of invoice by the company and the Register indicating works done and quarterly status report of lift. In case of any shortfall in services, appropriate deductions would be made for non-performance of designated services within the stipulated timeframe.

27. The Contractor must deploy qualified staffs and the supervisor. Besides, the Contractor shall be responsible for verification of character and antecedents by the Police Authorities of its staff and the supervisor deployed in High Commission of India, Abuja.

28. The Service Provider is obliged to replace, without unreasonable delay and at no cost to the High Commission, any personnel or with whom the High Commission finds it difficult to collaborate.

29. 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.

30. The service provider should agree to provide details of salary, gratuity, allowances, leave rules etc. that it provides to its staff and supervisor deployed in HCI Abuja.

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

32. Non-completion of work: In case of non-completion of the contracted work within stipulated time, the High Commission of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Service Provider.

33. The service provider will attend to all complaints immediately after intimation from Admin/Property Section in the Mission. If the Service Provider is not able to do assigned maintenance work in reasonable time, the Mission reserves the right to get the same get done from any other source and recover from the Service Provider the cost of such work not attended to by the Service Provider

34. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

35. Emergency Service: Service provider will make available its personnel(s) in the event of emergency at the earliest (within an hour) once assistance is requested by the High Commission.

36. Service Provider will ensure the Services of Staff are made available after the hours mentioned above and on Sundays/closed holidays in case of any Events organized in the Chancery.

37. Service Provider shall provide all necessary materials/tools/equipments and safety gears to its staff for them to carry out their task effectively and safely.

38. The Contractor Shall Indemnify, defend and hold harmless the High Commission of India, Abuja, Nigeria and its affiliates, Officers, representatives and agents from and against any and all claims, loss, damage, liability, payment, and obligation, and all expenses, including without limitation reasonable legal fees whether such loss are based in contract, strict liability, negligence, warranty, or under any statute or regulations, including injury to or death of persons and /or property, arising out of or caused by:

- a. The failure of its service rendered to the High Commission of India, Abuja, hereunder to meet the requirements of this tender notice hereof;
- b. Bodily injury or property damage in connection with service and materials provided/supplied by the contractor.
- c. A material breach by the Contractor of any representation, warranty or covenant of this tender notice: or
- d. The wilful misconduct or negligent or reckless acts or omission of any of the Contractors officers, directors, agents, affiliates, employees and /or representatives, or any allegations of the same.

**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 to High Commission, 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 (as prescribed by the FCT Abuja government) 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, medical facility 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. Mission can impose penalty as mention in para 14 for using mobile phones during duty hours.
8. All staff and supervisor must wear uniform of the company at all times. The uniform should clean and tidy. Staff should be given sufficient uniforms.
9. In the technical bid, the monthly salary payable to the staff, who are required to be available for duty at Chancery should be quoted.
10. On completion of the Contract, Service Provider shall submit all equipment manuals, guarantee cards, specifications etc..
11. If any incident of theft/pilferage by the workers of the Service Provider is reported causing pecuniary loss to the Mission, the entire cost would be recovered from the firm besides annulment of the contract.

12. Any financial loss caused due to the damage attributed to negligence by Service Provider installed at the premises would be deducted from the performance security

13. The Service Provider 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 payment based on the Attendance Register.

14. High Commission of India, Abuja reserves its right to impose monetary penalties as per following:

Unauthorised absences	N 5000
Consumption of Alcohol while on duty	N 10000 and change of staff on repetition
Use of mobile phones while on duty	N 2000
Inappropriate or unbecoming behavior with Mission's Officials	N 10000 and dismissal of staff
Unauthorized use of Mission's property	N 10000
Failure to discharge duty properly/sleeping while on duty	N 2000

15 The Technical bid should contain following documents in this serial order as mentioned below :

- (a) Technical bid proforma (as per Section V)
- (b) CAC Certificate & Memorandum , latest status report
- (c) FIRS tax certification
- (d) licence from local authority
- (e) authorization certificate from M/s OTIS
- (f) Current & previous client documents
- (g) Methodology
- (h) Any other document which is relevant to tender process

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 such as transportation, insurance charges, meal etc.

2. Taxes and Duties:

VAT should not be included in financial bid. Being a diplomatic Mission, 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)

Scope of work given below is tentative. The bidder is advised to inspect the site/lift and understand the full scope of work.

Scope of work can be divided into two parts, one is carrying out necessary repairs in lift and bring it to work condition while second part is its subsequent maintenance for a period of 2 years.

Part I

High Commission of India has one passenger lift of OTIS make installed in 2014. The lift has stopped working in December 2022 due to some technical issues and water ingressment from roof. The bidders have to inspect the lift, diagnose the defect/fault, evaluate its current condition for its refurbishment and restoring functionality. Separate quotation should be provided for replacement of damaged parts/components, control panel, calibration, testing for optimal performance and safety. The functionality of lift should be restore with safety mechanisms ensuring the well being of all users.

Part II

1. The Contractor shall follow the Standard Preventive and Corrective (Break down) Maintenance schedule of the OEM. Contractor shall submit the Standard Maintenance schedule to the High Commission.
2. Trained personnel employed by the Contractor under expert guidance of its Technical Staff will carry out maintenance work.
3. The Contractor will take all reasonable care and precaution in seeing that the lubricants and all consumables are provided whenever necessary and all parts of the lift are checked, cleaned and lubricated to keep them, both mechanically and electrically in a perfect condition.
4. The Contractor will replenish the gear and motor bearing with necessary OEM lubricants whenever necessary and all parts of the lift are checked, cleaned and lubricated to keep them, both mechanically and electrically in a perfect condition.
5. The Contractor shall deploy his Maintenance staff at least 12 times in a year for Preventive Maintenance. However, Contractor may have to deploy Maintenance Staff as and when needed. Contractor shall arrange all consumables, spares and Material including lubricants etc. as per Maintenance Requirement.
6. Upon notification by the High Commission of a breakdown or failure in the Lift, the Contractor shall send a Maintenance Team within two hours to carry out necessary repairs in order to restore the Lift to satisfactory working condition.

7. The Contractor will carry out according to its standards customary annual safety test to examine all safety devices. The Contractor will also carry out other tests as per the requirement.
8. The Annual Maintenance Contract includes all materials, consumable, spares, labour, testing instrument, Transportation of Materials & Parts, etc. as required. . The Contractor shall arrange the Annual Inspection of the Lifts as per the Statutory Requirements or otherwise.
9. A Log Book shall be maintained at site to record the Preventive Maintenance carried out and Break Downs (both Minor & Major) attended etc. This should be signed jointly by the Contractor and High Commission representative.
10. The Contractor shall also display the Telephone No./Mobile No. and Address near lift for attending the Complaint.
 - (a) Response time- Within 4 Hrs.
 - (b) Attention time- Within 8 Hrs. (in case of Minor Repairs)
(For Major Faults, please refer Clause-19.0);
11. It is desirable that no Passenger ever get trapped inside the lift. The Contractor will provide training to at least three persons of High Commission especially in rescue of trapped passengers/emergency operation of lift as and when desired.
12. The Contractor is not expected to assume possession or Management of any part of the equipment and the High Commission remain exclusively as the owner.
13. The Contractor shall deploy adequate skilled and trained staff and supervisor. They should be well qualified and conversant to keep the equipment properly. They will be responsible to maintain the Lifts in efficient, reliable and safe operating conditions. The Contractor shall always keep adequate Inventory of Maintenance Spares, Consumables etc.
14. The Contractor shall keep sufficient stock of original spare parts to be used during AMC at site to minimize the ineffectiveness/break downs.
15. To the extent possible, the contractor shall carry out Preventive Maintenance during Non-working hours like on Saturdays/Sundays and Holidays in consultation with High Commission.
17. The Contractor will have to submit General Maintenance and Servicing Report along with Periodic Performance Monitoring Report for the entire Lift System including Breakdown Maintenance Report on a Quarterly basis.
18. General Exclusions:
 - 18.1 Refinishing, repair or replacement of following components is outside the scope of this contract: Elevator car enclosure (Inside), car flooring, car door and gate handles, door frames, sills push box covers in landings and car electric incoming mains and mirror. For replacement of any of these items, only material cost will be borne by High Commission and labor etc. will be provided free of cost by the Contractor.

18.2 It is hereby specifically agreed that the Contractor would not in any way be liable to replace free of charge, under this contract any damage caused to all or part of the Lift as a consequence of a faulty electrical system, fire, water seepage, flooding etc. In such an event, all replacements as may be necessitated, would be carried out at the cost and expense of the High Commission.

18.3 It is agreed that the Contractor will not be required to make renewals or repairs necessitated by reasons of negligence or misuse of the Lift equipment. In such case, if repairs/renewals are done, the cost of the same will be borne by the High Commission.

19. List of Major Breakdowns:

Sl. No.	Details	Time Required (Beyond 24 hrs.)
1	Motor	72 hrs
2	Gear	72 hrs.
3	Brake Coil	72 hrs.
4	Door Motor	72 hrs.
5	V-sheave	72 hrs.
6	Diverter Wheel	72 hrs.
7	Pedestal Bearing	72 hrs
8	Main VVVF Drive	72 hrs.
9	Rope	72 hrs
10	OSG	72 hrs.

Section – V

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:
E-mail:

S/ no	Requirements	Response
1	a. Brief introduction of the company.	
	b. Previous experience in the field (must be minimum 03 years)	
	c. Total number of regular employees with the firm	
	d. Turnover of the firm for the last three years	
	e. Registration Certificate & licence for the services	
	f. Have the bidder incurred any financial loss for more than one year during the last three years ending on date of tender	
2.	Detail work plan and methodology for undertaking the job	
3.	Qualification and experience of the staff [including supervisory / and Staff] proposed to be deployed for the job.	
4	Details of clients	
5	Uniforms, tool, equipment and safety gears etc shall be provided to staff as per tender document	Yes
6	Take home pay of the Supervisor : Technician :	
7	Details of training curriculum and its duration	
8	Industry certification & license from local authorities	
9	Does the Agency provide any other services other than maintenance services? Please specify.	

Supporting documents with respect to above points is enclosed

(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 – VI(Financial Bid)

Format for submitting financial bid for selecting contractor for Annual Maintenance of one Passenger Lift installed in High Commission of India, Abuja at 364 Cadastral Zone, Central Business District, FCT, Abuja

High Commission of India, Abuja
Tender No. HCI/ABUJ/885/2/2023

Date:

Price Schedule (year-wise)

Job/Item	Price quoted (in Naira)
Part I : Refurbishment/repair of lift including parts which are damaged. Bring lift to working state with safety mechanism	
Part II : Annual Maintenance of Lift (per annum)	

Note:

1. The above quoted prices are complete in all respects as per tender document including administrative expenditure etc are included in above price.
2. Certified that rate quoted above is as per specifications, terms & conditions mentioned in the tender document.
3. We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender for the Lump Sum Fixed Price as mentioned above exclusive of VAT.

(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_____