# High Commission of India Abuja, Nigeria

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Date: 22th April 2024

Notice Inviting Tender (NIT) for selecting contractor for providing 20 Security Guards for guarding Chancery-cum-Residential complex at 364 Cadastral Zone, Central Business District, FCT, Abuja and Embassy Residence, Maitama, Abuja.

Tender No. HCI/ABUJ/872/02/2024 dated 22th April 2024

Last date for submission of bids: 13th May 2024

Section- I : Invitation for Tenders

Section - II: Terms & Conditions

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## HCI/ABUJ/872/02/2024 High Commission of India Abuja, Nigeria

Subject: Notice Inviting Tender for selecting contractor for providing 20 Security Guards (hereafter called LSG) for guarding Chancery-cum-Residential complex at 364 Cadastral Zone, Central Business District, FCT, Abuja and Embassy Residence, Maitama, Abuja.

The High Commission of India (HCI), Abuja invites sealed tenders from professional agencies for providing 20 unarmed LSGs for providing security at Chancery-cum-Residential complex of High Commission of India and Embassy Residence.

- **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.
- **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 \$\mathbb{1}\$,000,000.00 (One Million 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. 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 selecting contractor for providing 20 Security Guards for guarding Chancery-cum-Residential complex and Embassy Residence of 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 13th May 2024 by 1700 hrs. Bids may either be delivered by hand or sent by post at the aforementioned address. Mission will not be responsible for any postal delay.
- 6. Please note that any corrigendum/addendum in the above tender document, if required, will be posted on the website of the High Commission of India, Abuja, as given above. Link of the same is given below: https://www.hciabuja.gov.in/list/Mw
- 7. Bidders are advised to check the terms and conditions of this "Notice Inviting Tender" carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 8. The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 9. The Tender shall be neatly arranged, plain and intelligible. Each page of the Tender should be signed. It should not contain any terms and conditions, printed or otherwise, which are not applicable to the Tender. The conditional tender will be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the High Commission.
- 10. Any bid received by the High Commission after the last date for submission of bids will be rejected and not be considered and may be returned to the bidder.
- 11. Tender shall be valid for 180 days from the date of submission of tenders. A tender valid for a shorter period shall stand rejected. HCI, Abuja may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his tender.
- 12. High Commission of India, Abuja reserves the right to accept /reject any tender without giving any reasons and accept tender for all or anyone or

more of the articles for which the bidder has submitted bid. The Mission reserves the right to exclude any of the jobs/items from the scope of work during tendering process.

- 13. If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration. The arbitration proceedings will be conducted in accordance with and subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on all the parties. The seat of Arbitration will be Ministry of External Affairs, 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 year 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:

	1	
	Key Event	Dates
1.	Pre-bid Meeting	30 <sup>th</sup> April 2024 at 1600 hrs
2.	Last date for submission of bids	13 <sup>th</sup> May 2024 by 1700 hrs
	Date of Opening of Technical	
	Bids (Participant bidders may	
	wish to be present)	
3.	_	14 <sup>th</sup> May 2024 at 1600 hrs
	*Date & time for opening of	-
	financial bids of technically	
	qualified bidders will be	
	communicated separately.	
4.	Venue for pre-bid and opening of	Conference Room High
	bids	Commission of India, Abuja Nigeria

- 24. For any tender related enquiry/clarification/site visit, please contact Mr. Bhola Singh, Staff to DA by E-mail <u>da.abuja@mea.gov.in</u> 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 for providing 20 LSGs will be made on monthly basis at the end of the last working day of the month on submission of invoice by the company and subject to satisfaction of High Commission of India. In case of any shortfall in services, appropriate deductions would be made for non-performance of designated services.
- 27. The Service Provider must deploy qualified LSGs and the supervisor. Besides, the bidder shall be responsible for verification of character and antecedents by the Police Authorities of all its staff and the supervisor, which to be submitted within a month of award of contract. Certificate from National Drug Law Enforcement Agency (NDLEA) is also to be submitted by the Service Provider. If verification report is not submitted in time it would treated as breach of terms of agreement.
- 28. The inspection team from Service Provider shall visit the Chancery-cum-Residential complex and ER of the High Commission to ensure the proper functioning of guards. 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,
allowa	nces,	leave r	rules etc.	that it	provides	to LSG.			

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 LSG must wear uniform of the company at all times. The uniform should clean and tidy. LSG 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. In case of absence of any of such staff, Mission will deduct the proportionate amount apart from imposing monetary penalty.
- 10. The Contractor will attend to all complaints immediately after receiving calls from Defence/Admin Section in the Mission.
- 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 monthly payment based on the Attendance Register kept with the India-based Security Assistance at Chancery.
- 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 N 10000 and dismissal of staff

Mission's Officials

Unauthorized use of Mission's property N 10000

Failure to discharge duty properly/sleeping while N 2000

on duty

## 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 and understand the full scope of work.

1 Total number of Local Security Guards (LSGs) to be deployed:

Chancery cum Residential complex – Twelve (12) Embassy Residence – Eight (8)

(ii) Duration: 24 hrs

(iii) Timings and total number of LSGs: One guard in 08 hrs shift (total 3 shifts) each at Chancery and the ER in the following manner:

Shift	Chancery	ER
Morning(0400-1200 hrs)	1+3 (including one lady)	3
Day(1200-2000 hrs)	1+3 (including one lady)	2
Night (2000-0400 hrs)	1+3	3
Total	12	8

One (1) supervisor shall always be present in Chancery. One (1) lady LSG is required during morning/day time.

- 2. The following requirement regarding LSGs must be met by the Agency:
- (i) LSG should preferably be less than 40 years of age and should be physically and mentally fit.
- (ii) The Supervisor must be of military/para-military/police/fire department background.
- (iii) LSG must be cleared by the local government's security department.
- (iv) Agency must provide smart and neat uniforms to all SGs including raincoats.
- (v) All LSGs should have basic training to operate security equipment such as access control, CCTV, DFMD, vehicle barrier, etc.
- (vi) Agency should be able to rotate LSGs periodically (once in every 4 months, if HCI Abuja desires so).
- (vii) All LSGs should also have basic knowledge on law.
- (viii) Supervisor and LSGs should have basic knowledge of First aid and Fire fighting.

## 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	<ul> <li>a. Brief introduction of the company.</li> <li>b. Previous experience in the field</li> <li>c. Total number of regular employees with the firm</li> <li>d. Turnover of the firm for the last three years</li> <li>e. Registration Certificate &amp; licence for the services</li> <li>f. Have the bidder incurred any financial loss for more than one year during the last three years ending on date of tender</li> </ul>	
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 (at least 3 must be diplomatic/international organization)	
5	Uniforms, raincoat, boot, cap etc shall be provided to LSG as per tender document	Yes
6	Take home pay of the security staff	
7	Details of training curriculum and its duration	
8	Does the Agency have a 24X7 Control Room? Please provide details	
9	Industry certification & relationship with local police	
10	Does the Agency provide any other services other than Security guards? Please specify.	
11	Size of the reserve capacity of men and logistics such as response teams, patrol vehicles/ security equipment /communication	

	equipment under use etc	
12	Attrition Rate (the average period for which a security guard remains with the company)	

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 providing 20 Security Guards for guarding Chancery-cum-Residential complex at 364 Cadastral Zone, Central Business District, FCT, Abuja and Embassy Residence, Maitama, Abuja

High Com	ımission	of Ind	ia, Abı	uja
Tender No	o. HCI/A	BUJ/8	372/02	2/2024

Date:

Price Schedule (month-wise)

Job/Item	Price quoted (in Naira) per month
1 LSG	
20 LSG	

#### Note:

- 1. The above quoted prices are complete in all respects as per tender document and cost of uniforms, raincoat, boot, transportation, insurance, meal and other miscellaneous expenditure 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 a	uthorized	signatory	with	stamp)
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Dated
Full Name and Designation of the signatory
Full address of the Agency/Company
Contact details of the signatory