

**Office of the High Commission of India
Lagos(Nigeria)**

No.LAG/ADM/885/01/2019

Dated: May 03, 2019

Tender Invitation for Supply, Installation, Testing & Commissioning of Silent Diesel Generator Set and its Annual Maintenance Contract under buy back of one(1) 160KVA Kirloskar DG Set for the Office of the High Commission of India, Lagos

Office of the High Commission of India, Lagos(OHCI) 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) 160 KVA Silent Diesel Generator Set of reputed make(MIKANO/KIRLOSKAR/KOHLER/MITSUBISHI/CROMPTON GREAVES/PERKINS) and buy back of one(1) Kirloskar 160 KVA DG Set for OHCI.

2. Firms must have maintenance and servicing facilities of generator set in 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 OHCI. Clarifications, if any, regarding the tender document or contents therein may be sought by e-mail (hoc.lagos@mea.gov.in) or on telephone(Mr. Rajesh Sharma, +234 812 830 8755).

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, Office of the High Commission of India, 8A, Walter Carrington Crescent, Victoria Island, P.M.B. 80128, Lagos. The tender document can be downloaded from the following websites:

www.hciabuja.gov.in; www.eprocure.gov.in/cppp; www.mea.gov.in.

4. Schedule for submission/opening of bids:

Last date for submission of competitive bids : May 31, 2019(1200 hrs)

Opening of technical bids : June 3, 2019(1500 hrs)

5. The bids will be accepted only upon verification and fulfillment of the eligibility criteria mentioned in the tender document. OHCI 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/-
(Rachit Rawat)
Head of Chancery**

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

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
Office of the High Commission of India,
Lagos, 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) Silent Diesel Generator Set and its Annual Maintenance under buy back of one(1) 160 KVA Kirloskar DG Set on "as is where is" basis.
II.	Earnest Money Deposit	Naira 100,000/- in the form of "Pay Order, Demand Draft or Bank Guarantee from any Scheduled Bank of Nigeria" in favour of "High Commission of India, Lagos".
III.	Time allowed for completion of contract	Within one month after 7 th day of Notification of Award

2. Should this tender be accepted, we hereby agree to abide by and fulfil the terms and conditions of the tender so far as they may be applicable.

3. We have deposited a sum of Naira 100,000/- as earnest money to the Office of the High Commission of India, Lagos(OHCI). 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 OHCI.

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

5. The Tender is submitted in two parts in separate sealed envelopes. **Part-1** contains all technical particulars, terms and conditions while **Part-2** contains only the Price/Financial Bid in OHCI's proforma.

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	As many clients		

C. TERMS & CONDITIONS

1. Only those OEM's (Original Equipment Manufacturers) and authorised 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 fulfil 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 Set.

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.

5. The last date of submission of sealed bid offer as mentioned above is May 31, 2019 (1200 hrs). The sealed envelope addressed to **Head of Chancery, Office of the High Commission of India, 8A, Walter Carrington Crescent, Victoria Island, P.M.B. 80128, Lagos, 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 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 is exempted from VAT under the Vienna Convention.

8. Office of the High Commission of India, Lagos 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 the Office of the High Commission of India, Lagos. It reserves the right to modify the tender document or any other condition.

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

D. INSTRUCTIONS FOR SUBMISSION OF BID

1. Bid should be submitted in two cover system viz; separate sealed **Envelope-1** for Technical Bid and **Envelope-2** for Price Bid. Both Technical & Price bid envelopes should be placed in one larger envelope duly superscribing the name of the work "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE(1) 160 KVA SILENT DG SET AND ITS AMC UNDER BUY BACK OF ONE(1) 160KVA KIRLOSKAR DG SET IN OFFICE OF THE HIGH COMMISSION OF INDIA 2019" 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 superscripted as under:-

Envelope 1: Technical Bid

Envelope 2: 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 superscripted with:

"ENVELOPE-1: TECHNICAL BID FOR "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE(1) 160 KVA SILENT DG SET AND ITS AMC UNDER BUY BACK OF ONE(1) 160KVA KIRLOSKAR DG SET IN OFFICE OF THE HIGH COMMISSION OF INDIA 2019".

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

- a) EMD (Earnest Money Deposit) / Bid Security (Naira 100,000/-) (to be enclosed with ORIGINAL bid, i.e. main envelope).
- 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 de-listed 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 electronic fund transfer system.
- 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 ONE(1) 160 KVA SILENT DG SET AND ITS AMC UNDER BUY BACK OF ONE(1) 160KVA KIRLOSKAR DG SET IN OFFICE OF THE HIGH COMMISSION OF INDIA 2019” 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.

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) 160 KVA Diesel Generator Set and its AMC under buy back of one(1) 160 KVA Kirloskar DG Set, 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 equipments, 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. The existing 160 KVA DG set has to be dismantled and taken away by **offering a buy back** for value for the same.
3. The **Annual Maintenance Contract** shall include a minimum of six(6) services in an year or 1750 hours, whichever is earlier. Chief engineer of the firm shall inspect DG Set 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 for the firm. Contractor shall maintain a register with details of all types of services performed by the technicians, countersigned by officials of OHCI.
4. The bidder shall, at their 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 Office of the High Commission of India, Lagos.

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 100,000/- (One Hundred Thousand 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, Lagos”.

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 handing over the DG Set. 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 OHCI, 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 **90 days** from the date of opening of financial bid.

K. PAYMENT SCHEDULE:

- I. 90% of total amount after successful supply, testing, installation and commissioning of the DG set.
- III. 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.
- IV. The bills complete in all respect should be presented to the OHCI 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.
- V. Payment will be made in Local Currency/Indian Rupees by cheque/bank transfer. Successful bidder shall provide Bank Details along with the bills.

L. 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.

M. TECHNICAL PARTICULARS

S.No.	Item Description(Indicative)	For 160 KVA DG Genset
1.	<p><u>Engine</u> 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</p>	
2.	<p><u>Alternator</u> Make Model number Frame size Rated Voltage Capacity in KVA Excitation % Regulation Type of enclosures Class of insulation for winding</p>	
3.	<p><u>Batteries</u> Make Voltage Capacity in Amp. Hour Whether stand included or not</p>	
4.	<p><u>Coupling</u> Type Whether guard provided or not Whether base plate included or not</p>	
5.	<p><u>Diameter of exhaust Pipe</u> Thickness of exhaust Pipe Thickness and type of exhaust pipe insulation</p>	
6.	<p><u>List of tools</u> normally supplied with the engine & alternator, free of cost (Please enclose details in separate Annexure)</p>	
7.	<p><u>List of spares</u> normally supplied along with the engine & alternator, free of cost. (Please enclose details in separate Annexure)</p>	

N. CHECK LIST:

S.No.	Description	Office of the High Commission of India's terms	Whether acceptable or not
1.	Validity of offer	The offer shall be valid for a minimum period of 90 days from the date of opening of financial bid.	
2.	Earnest Money Deposit(EMD)	EMD of Naira 100,000/- (One Hundred Thousand 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, Lagos".	
3.	Completion period	Within one month after 7 th 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 Lagos.	
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.

**Office of the High Commission of India
Lagos(Nigeria)**

No.LAG/ADM/885/01/2019

Dated: May 03, 2019

Tender Invitation for Supply, Installation, Testing & Commissioning of Diesel Generator Set and its Annual Maintenance Contract under buy back of one(1) 160KVA Kirloskar DG Set for the Office of the High Commission of India, Lagos.

**PART – II
(PRICE BID)**

Name of the Tenderer:

Address:

Telephone number:

Email:

Website(if any):

Date of submission:

**Office of the High Commission of India
Lagos(Nigeria)

No.LAG/ADM/885/01/2019

Dated: May 03, 2019

Tender Invitation for Supply, Installation, Testing & Commissioning of Diesel Generator Set and its Annual Maintenance Contract under buy back of one(1) 160KVA Kirloskar DG Set for the Office of the High Commission of India, Lagos.

**PART – II
(PRICE SCHEDULE)**

Price Schedule(Item wise)	Attach a separate sheet for details
A. Supply, testing, installation and commissioning of one(1) 160 KVA Silent Diesel Generator Set	
B. Buy back of one(1) existing 160KVA Kirloskar DG Set	
C. Total price(=A-B)	
D. Annual Maintenance Contract (AMC) Charges	

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 Office of the High Commission of India, Lagos.
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.

Signature of Authorized Signatory
(Name & Designation)
Company Seal

Place:
Date:

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

BANK GUARANTEE OF PERFORMANCE SECURITY

(on non-judicial paper of appropriate value)

To

Head of Chancery
Office of the High Commission of India Lagos

BANK GUARANTEE NO:

DATE:

Dear Sir,

This has reference to the Contract No. _____ dated _____, which has been awarded by OHCI, Lagos to M/s (Name of Contractor) for Supply, Testing, Installation and Commissioning of one(1) 160KVA Silent Diesel Generator Set under buy back of one(1) existing 160KVA Kirloskar DG Set.

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 Office of the High Commission of India, Lagos.
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) Office of the High Commission of India, Lagos(OHCI) 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 OHCI under any security(ies) now, or hereafter held by the OHCI 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 OHCI hereunder or of prejudicing right of the OHCI against the bank.

- b) This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the OHCI 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/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 there after 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)

CONTRACTOR AUTHORISATION FORMAT

(on bidder's/contractor's letterhead)

To

Date:

Head of Chancery
High Commission of India
Lagos.

Subject: Tender invitation for Supply, Testing, Installation and Commissioning of one(1) 160 KVA Silent Diesel Generator Set under buy back of one(1) existing 160 KVA Kirloskar DG Set at the Office of High Commission of India, Lagos, 8A, Walter Carrington Crescent, Victoria Island, Lagos).

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. :

NOTIFICATION OF AWARD

Contract No. Lag/Adm/885/01/19

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of Supply, Testing, Installation and Commissioning of one(1) 160 KVA Silent Diesel Generator Set under buy back of one(1) existing 160 KVA Kirloskar DG Set 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 Office of the High Commission of India.

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

Duly authorized to sign for and on behalf of M/s

Date:

CONTRACT AGREEMENT

THIS AGREEMENT made on [day] day of [month] [year] between Office of the High Commission of India, Lagos (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
In the presence of Name

For the Contractor: Signature

Address: