

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR DRILLING AND PUMPING OF NEW BOREHOLE AT CONSULATE GENERAL OF
INDIA, LAGOS**

The President of India acting through the Consulate General of India in Lagos requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for drilling and pumping of new borehole at Consulate General of India, Lagos. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Mr. N. Mahesh, Consul-Head of Chancery, Consulate General of India, 8A Walter Carrington Crescent, Victoria Island, Lagos Telephone No.: +2348089133204; email- hoc.lagos@mea.gov.in on or before **1500 hours on 20 September, 2024**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Consulate General of India, Lagos at <https://cgilagos.gov.in/tendern.php>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Consulate General of India, Lagos for drilling and pumping of new borehole at its premises.

3. Location and description of Property:

Consulate General of India,
8A Walter Carrington Crescent,
Victoria Island,
Lagos, Nigeria

4. Scope of Work:

Attached at Section IV

5. Period of Completion: 120 days

6. Site visit: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1000 hours to 1500 hours after prior appointment with Mr. Rajesh Prasad, Vice Consul, Consulate General of India, 8A Walter Carrington Crescent, Victoria Island, Lagos Telephone No.: +2348089133204; email- admn.lagos@mea.gov.in

7. Submission: The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (ii) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is **1500 hours on 20 September, 2024** in the office of Mr N. Mahesh, Head of Chancery, Consulate General of India, 8A Walter Carrington Crescent, Victoria Island, Lagos Telephone No.: +2348089133204; email- hoc.lagos@mea.gov.in. Technical bids will be opened at 1600 hours on 24.09.2024 in the Consulate General of India, Lagos. All pages of the submission document must be signed by authorised signatory.

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Tender Documents

Tender Contents

A. Technical Bid Documents:

- Document I : Invitation to Tender
- Document I – S-I : Instruction to Bidders (Section-I)
- Document 2 – S-II : Introduction and Credentials of Bidder (Section-II)*
- Document 3 – S-III : Terms and Conditions of contract (Section-III)
- Document 4 – S-IV : Scope of Work (Section-IV)
- Document 5 – S-V : Bid Security Declaration (Section -V) & (Section VI)

B. Financial Bid Documents:

- Document 6 - S-VII : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)
- Document 7 – S-VIII: Form of Tender - Financial bid letter (Section-VIII) & (Section - IX) (Lump sum fixed price to be quoted on this form by Bidder)
- Document 8 – S-X Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-X)**/ Bid Securing Declaration (BSD) (Section-XI)**

N/B* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

**** Section-X & XI** – If EMD (Section-X) has been submitted, then there is no need to submit BSD (Section-XI) and vice versa.

TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS

Invitation to Tender

1. The President of India acting through the Consulate General of India in Lagos invites Lump-sum Fixed Price Tender for Drilling and pumping of new borehole at the Consulate General of India, Lagos. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document - I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

2. The last date of submission of sealed bids is **1500 hrs on 20.09.2024** in the office of Mr. N. Mahesh, Head of Chancery, Consulate General of India, 8A Walter Carrington Crescent, Victoria Island, Lagos Telephone No.:+2348089133204; email-hoc.lagos@mea.gov.in. Technical bids will be opened at 1500 hrs on 24.09.2024 in the Consulate General of India, Lagos. Any Tender received after above date and time will not be considered.

3. N/B: Technical bids will be opened at 1500 hrs on 24.09.2024 in the Consulate General of India, Lagos.

4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. Eligibility Criteria:

5.1 Permit: The Tenderer should have valid permit/registration from a competent local authority for carrying out drilling and pumping of borehole in the Diplomatic property of the Consulate General of India, Lagos.

5.2 Similar work: The tenderer must have satisfactorily completed in last seven years (i) one similar work of value of Naira 11,945,600/- or (ii) two similar works of total value of Naira 8,959,200/- or (iii) three similar works of total value of Naira 5,972,800/-. *Similar works means 'having executed Drilling of Bore-well*. A work order copy and a certificate from the Client would need to be submitted.

5.3 Bank Solvency: Certificate of Solvency for Naira 5,972,800/- certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The annual turnover of the tenderer should be equal to Naira 7,466,000 during the immediate last three consecutive financial years.

5.5 Profit-Loss: The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

6. Defects Liability Period: Defects Liability period will be twelve months from date of completion of project.

7. Performance Security: 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached). If successful bidder fails to submit the Performance Guarantee Bond @ 5% of the contract value within 15 days from the date of placing of purchase order then purchase order will be canceled and EMD will be forfeited. No interests shall be paid on PGB.

8. Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities/details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions. Before submission of bid the contractor is advised to visit the site and ensure that his bid encompasses the items required for entire scope of work. No variation shall be paid to the contractor for the defined scope of work.

9. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works 120 days calculated from the date of commencement of works.

11. Mobilisation Advance: i) Maximum 10% of contract amount against equivalent amount of Bank Guarantee. This shall follow progressive Running Account bill invoices of 10% advance payment after mobilization of equipment to site, 40% payment (after 50% of work completion) and 40% after successful completion of work. The remaining 10% (balance) amount will be paid after completion of 12 months of Retention money period.

12. Retention Money: 10% of contract amount shall be retained and shall be released on record of practical completion after the end of Defect Liability period - i.e. 12 months from the date of completion of work.

13. Arbitration:

13.1 If any dispute, difference or question at any time arises between the Consulate and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

13.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

13.3 The Arbitration will have its sittings in Consulate General of India, Lagos, Nigeria

14. Rejection: Consulate of India, Lagos reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

15. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. Consulate General of India, Lagos reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

16. Conflict of Interest: The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interest. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an extent to gain unfair advantage in the procurement process or for personal gain.

17. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

[N. Mahesh]
Consul-Head of Chancery
Address: Consulate General of India,
8A Walter Carrington Crescent,
Victoria Island, Lagos
Email : hoc.lagos@mea.gov.in

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section- I	:	Instruction to bidders
Section - II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and Conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Borehole Construction & Completion methods
Section- VI	:	Checklist of Docs to be submitted with Technical Bids
Section - VII	:	Schedule of Quantity
Section - VIII	:	Form of Tender
Section – IX	:	Proforma for Submitting Financial Bid
Section - X	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.
Section- XI	:	Bid Securing Declaration (BSD) /Guarantee, etc.

If EMD (Section-X) has been submitted by bidder, there is no need to submit BSD (Section-XI)

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 Cost of Tendering – The Consulate General of India, Lagos will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid. There shall be no price escalation whatsoever.

1.4 Earnest Money Deposit/Bid Securing Declaration–

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) or Online payment to the bank account of “**High Commission of India, Lagos**” amounting to **Naira 298,640/-** or Bid Securing Declaration (Section-XI).

1.4.2 The bidder shall submit either Section-X or Section-XI.

1.4.3 Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

1.5 Lump Sum Fixed Price Tender - This is a lump-sum fixed price Tender with extent of Work as indicated in scope of works.

1.5.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

1.5.2 Bidders are required to quote Lump-sum fixed prices on “Form of Tender.” Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

1.5.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.5.4 The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be in **Naira** only.

1.5.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.6 Validity of Bid - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

1.7 Tender and Schedule of Quantities

1.7.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.7.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.7.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.7.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

1.7.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

1.8 Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

1.9 Errors and Rectification:

1.9.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

1.9.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.9.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.10 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with 'Drilling and Pumping of new Borehole' at Consulate General of India, Lagos which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-X or Section-XI. This envelope is to be super-scribed as "**EMD or BSD**" (as the case may be).

Envelope B: Should contain the documents mentioned in Section-I to Section-VI. This envelope should be super-scribed as "**Technical Bid**".

Envelope C: Should contain the documents mentioned in Sections-VII-IX. This envelope should be super-scribed as "**Financial Bid**".

1.10.1 The last date of submission of sealed bids is 1500 hrs on 30.08.2024 in the office of Mr. N. Mahesh, Consul-Head of Chancery, Consulate General of India, Lagos, 8A Walter Carrington Crescent, Victoria Island, Lagos. Telephone No.: +2348089133204; email-hoc.lagos@mea.gov.in

1.10.2 The date and time for submission may be deferred by an official notification in writing issued by the Consulate General of India, Lagos to all Bidders. Tenders received after above date will not be considered.

1.10.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.11 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Consulate General of India, Lagos. The Consulate General of India, Lagos may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.12 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Consulate General of India, Lagos may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Consulate General of India, Lagos.

1.13 Clarification: For any further information, site visit, or clarification which the Tenderer may require in order to complete his bid, may contact Mr Rajesh Prasad, Vice Consul, Administration Section, Consulate General of India, Telephone No.: +2348089133204; email- admn.lagos@mea.gov.in.

1.14 All information requested by and supplied to one bidder will be supplied to all bidders.

1.15 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Consulate General of India, Lagos as to the meaning of anything connected with the Tender Document.

1.16 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.16.1 If tenderer sets forth any conditions which are unacceptable to the Consulate General of India, Lagos.

1.16.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.16.3 If there is evidence of collusion between Bidders.

1.16.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.16.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.17 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.18 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Consulate General of India, Lagos.

1.19 No escalation of price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment &

labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, due to delay in completion, etc. shall not be applicable.

1.20 Payments:

1.20.1 All payments shall be released as progressive payments on the basis of certificate submitted by the Contractor and satisfied by the Consulate General of India, Lagos.

1.20.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the Consulate General of India, Lagos who will approve it before it forms part of the agreement.

1.20.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Consulate General of India, Lagos, the progress payment shall be made by the Consulate General of India, Lagos on the basis of evaluation of work done.

1.20.4 All permissible deduction shall be effected during the Progressive Payment, in line with the provisions of the Contract.

1.21 Consulate General of India, Lagos' right to waive - The Consulate General of India, Lagos reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Consulate General of India, Lagos except that no proposal will be accepted if the Earnest Money Deposit (EMD) or Bid Securing Declaration in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

No. Lag/Adm/866/1/2024
Consulate General of India
Lagos

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section-II

2. Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
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Section-III

3. Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

3.2 **Quoted price shall be exclusive of VAT.** The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, up to complete commissioning of the borehole.

3.3 Period of completion for the work is 120 Days.

3.4 **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

3.5 **Defects liability period** shall be as per Warranty Period of the equipment and one year from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Consulate General of India, Lagos shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Consulate General of India, Lagos.

3.6 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

3.7 **Commencement date of work** shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

3.8 **Payment:-** 90% of payment may be made after successful completion of work & balance 10% payment after completion of 12 months of Defect Liability Period.

3.8.1 Mobilization Advance of maximum 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of High Commission of India, Lagos (*which is financial account details of Consulate General of India, Lagos*)

3.8.2 10% of accepted tender cost after handing over to the Consulate General of India, Lagos for beneficial use to be released after 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to Consulate General of India,

Lagos who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

3.9 No escalation on rates due to delay in works shall be admissible.

3.10 Each Running Account bill payment shall be released after invoice is issued on the physical work progress.

3.11 Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound water engineering practice should be adopted in all items of work execution.

3.12 Non-completion of work: In case of non-completion of work within stipulated time, the Consulate General of India, Lagos shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

3.13 Force Majeure and EoT clause: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

3.14 Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

3.15 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

3.16 Validity of the Contract: The work Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, to not be later than for a period of 1 (one) year.

3.17 Additional Work: Consulate General of India, Lagos shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Consulate General of India, Lagos in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by Consulate General of India, Lagos shall be compensated at a rate mutually agreed to by the parties.

3.18 Termination of Contract: In the following cases, both parties can terminate the contract in whole or in part, and this shall be notified in writing.

- a) If the work does not begin as per commencement date, without prior notification.
- b) If Contractor or an employee of the company does not work in accordance with the instructions of Consulate General of India as per the contract.
- c) If the Contractor or Consulate General of India materially violate principal terms of the contract.
- d) If the finished work differs from the scope of work and specifications, without the con-

sent of Consulate General of India, Lagos.

- e) If contract is terminated because of Consulate General of India's non-performance of contract, Consulate General of India shall reimburse to the contractor the amount for completed work. If contract is terminated because of contractor's non-performance of contract, Contractor shall reimburse the amount already paid to the company.

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Section-IV

SCOPE OF WORK

4. Introduction:- The main objective of this project is to carry out a drilling services complete with electrical installation and submersible pump as per the Bills of Quantities description and the Geological survey recommendations, and as per the following:

4.1 A 12" diameter borehole to be drilled at the location to a depth of approximately 210-220 meters below ground water level.

4.2 The borehole should be installed with 6" diameter PVC casings and screens with slots of 1.5mm.

4.3. The borehole should be installed with water meter and an Airline/Piezometer to monitor abstraction and to facilitate measurements of the water levels in the borehole.

4.4 Though water strikes are expected at shallow depth less than 180 meters below ground water level, drilling should be continued to the recommended depth in order to optimize the yield of the borehole.

4.5 Upon completion of drilling, a 2-litre water sample should be collected for reference to the Lagos Water Corporation testing laboratory, or any other component Water Testing Authority for a full physical, chemical and bacteriological analysis before the water is put to any use.

4.6 The borehole construction and completion methods listed in Section- V.

5. Terms of reference for the borehole drilling:

5.1. Phase 1- Drilling process logs: The borehole shall be drilled and completed according to stipulated technical specifications and sound professional standards to a depth of approximately 210-220 meters. The contractor shall conduct the Masers geological borehole logging and documentation of pumping test according to standard formats.

5.2 The contractor is to document on a daily bases the drilling, development and test pumping of the proposed boreholes and hand-in a daily drilling progress report to the Consulate General of India, Lagos, Administration Section.

5.3 Adapt the general well-design according to the specific conditions of the location, based on the geological log and on the results obtained from the pumping test.

5.4. Provide for the installation of screens, casings, gravel pack, impermeable seals, well - heads etc. Ensure that the recommended drilling depths, design and materials are followed and propose/carry out quality control measures upon borehole completion. Provide a Drilling Report, which will also include a quality control review of the drilling report from the drilling contract.

5.5 Prepare a detailed borehole completion report; with all necessary recommendations e.g., pump capacity, optimum depth of installation, periodic water quality analysis according to the standard format.

5.6 All these documents shall be summarized in the Drilling Report, which will also include a quality control review of the drilling report from the drilling contractor. Compile the reports into a comprehensive final report (2 hard copies plus softcopy including all the raw data) and submit to Consulate General of India, Administration Section.

5.7 Drilling Implementation Borehole Logs by the Contractor and the Drilling Contractor: The contractor to carry out a separate geological and Hydrogeological borehole logging, which is updated each day.

5.8 Documentation and monitoring of the borehole-development process, measuring the evolution of the yield versus time (since well-development started) and the temporal evolution of the turbidity.

5.9 Monitoring and following the pumping test according to standard formats: Present in the daily progress report, the characteristic curve and the safe yield. If the pumping test has not been carried out accordingly this has to be reported immediately to CGI, Lagos-Administration Section and the test needs to be repeated.

5.10 After the borehole completion, the general well-design to be described in Phase-2 Geophysical Report may have to be adapted according to site conditions and would need final approval from Consul-Head of Chancery, CGI, Lagos before the drilling process can continue. This updated general design must in no way interrupt the well-construction process and therefore needs to be done on the spot so that approval can be given within 24 hours.

5.11 Ensure that the drilling contractor carries out water sampling, geological logging and water quality analysis (chemical and bacteriological). Ensure and retrieve proof that bacteriological analyses were carried out within 24 hours after sample: carry out parallel measurements of water quality (electrical conductivity and turbidity).

5.12 Adapt the general borehole-design according to the specific conditions at each well location, based on the geological log and on the results obtained from the pumping test.

6. Description of Services to be Rendered: The drilling will be done within the Chancery premises, Submersible pump will be installed at the same location after completion of borehole drilling. There shall be prompt response (within six hours of complaint made) during warranty of the product from the date of commissioning.

6.1 Technical Requirements: Technical conditions for the companies/firms are as follows:

6.2 The companies/firms should provide proof of compliance as regards local laws and statutory regulations.

6.3 Defect Liability Period will be one year from date of completion of work while contractor shall ensure extended warranty of the products installed. No charges shall be paid for any repair/replacement during Defect Liability Period.

6.4 Upon successful installation and commissioning, it shall be incumbent on the company to impart training to the officials who would operate the system.

6.5 The Client shall not be liable for any loss, damage of any personal belongings, equipment or vehicles of the personnel of the company/firm while executing the work.

6.6 The company/firm on its part and through its own resources shall ensure that the goods, material and equipment etc. of this Mission are not damaged in the process of carrying out the work undertaken by it. The company/firm shall also be responsible for acts of commission and omission on the part of its staff and its employees. If the client suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the company/firm, then company/firm shall be liable to reimburse to the Client for the loss. The company/firm shall keep the Client fully indemnified against any such loss or

damage. The responsibility and liability that will arise of any accident or casualty, occurring during the course of work to any staff engaged by the company/firm, will remain with the company/firm. The Client will in no way be responsible for this or any other clause mentioned above.

6.7 Cost of tender: - The Tenderer shall examine the scope of work and other documents and all Addenda (if any) before submitting his Tender and shall become fully aware of the extent, quality, type and character of operations involved in the supply. The Tenderer shall visit and acquaint himself with the site. The tenderer shall take entire responsibility in the interpretation of this report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section- V

5. BOREHOLE CONSTRUCTION AND COMPLETION METHODS

5.1 Drilling: Drilling should be carried out with a rotary-drilling rig which is considered suitable for the area. Geological rock samples should be collected at 2 meter intervals. Struck and water rest levels and if possible, estimates of the yield of individual aquifers encountered, should also be noted.

5.2 Well Design: The design of the well should ensure that screens are placed against the optimum aquifer zones. The final design should be made by an experience hydro-geologist.

5.3 Casing and Screens: The well should be cased and screened with good quality screens; considering the depth of the borehole, it is recommended to use PVC casings and screens 6" diameter. Slots should be maximum 2mm in size.

5.4 Gravel pack: The use of a gravel pack is recommended within the aquifer could contains sands or silts which are finer than the screen slot size. An 8" diameter borehole screened at 6" will leave an annular space of approximately 2", which should be sufficient. Should the slot size chosen be too large, the well will pump sand, thus damaging the pumping plant, and leading to gradual siltation of the well. The grain size of the gravel pack should be an average 2-4 mm.

5.5 Well Construction: Once the design has been agreed, construction can proceed. In installing screen and casing, centralizer at 6m-intervals should be used to ensure centrality within borehole. This is particularly important to insert the artificial gravel pack all around the screen. If installed, gravel packed sections should be sealed off top and bottom with clay (2m). The remaining annular space should be backfilled with and inert material, and the top five meters grouted with cement to ensure that no surface water at the well head can enter the well bore and thus prevent contamination.

5.6 Well Development: Once screen, pack, seals and back-fill have been installed, the well should be developed. Development aims at repairing the damages done to the aquifer during the course of drilling by removing clay and other additives from the borehole walls. Secondly, it alters the physical characteristics of the aquifer around the screen and removes fine particles. We do not advocate the use of over pumping as a means of development since it only increases permeability in zones which are already permeable. Instead, we would recommend the use of air or water jetting, or the use of the mechanical plunger, which physically agitates the gravel pack and adjacent aquifer material. This is an extremely efficient method of developing and cleaning wells. Well development is an expensive element in the completion of a well, but is usually justified in longer well-life, greater efficiencies, lower operational and maintenance costs and a more constant yield. Within this frame the pump should be installed at least 2m above the screen, certainly not at the same depth as the screen.

5.7 Well Testing: After the development and preliminary tests, a long duration well test should be carried out. Well tests have to be carried out on all newly completed wells, because from giving an indication of the quality of drilling, design and development, it also yields information on aquifer parameters which are vital to the hydro-geologist. A well test consists of pumping a well from a measured start level (Water Rest Level- (WRL) at a known or measured yield, and simultaneously recording the discharge rate and the resulting drawdown as a function of time. Once a dynamic water level (DWL) is reached, the rate of inflow to the well equals the rate of pumping. Usually the rate of pumping is increased stepwise during the test each time

equilibrium has been reached (Step Draw-Down Test). Towards the end of the test water sample of 2 liters should be collected for chemical analysis. The duration of the test should be 24 hours, followed by a recovery test for a further 24 hours, or alternatively until the initial WRL has been reached (during which the rate of recovery to WRL is recorded). The results of the test will enable a hydrogeologist to calculate the optimum pumping rate, the installation depth, and the draw-down for a given discharge rate.

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW BOREHOLE AT
CONSULATE GENERAL OF INDIA, LAGOS**

Section - VI

**CHECK-LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH
TECHNICAL BID**

S/No	Document to be Submitted	Submitted	Not Submitted	Remark
1.	Copy of certificate of authorization from local Govt			
2.	Copy of Business Registration with CAC			
3.	List of clients indicating period of work executed with them, as a proof of experience in this field and reference thereof.			
4.	Undertaking by the bidder (Refer to Appendix-II)			
5.	Bill of Quantity (BoQ) in Appendix- III			
6.	Whether the terms and conditions in the tender notice are acceptable to the bidder			
7.	Whether the firms is blacklisted by any government organization/ country. A self-declaration by the firm on its letter head, in this regard, to be enclosed			
8.	Any other supporting document			
9.	Scope of Insurance (documentary proof)			

Signature of Bidder

Seal of Company

Full name of Company Representative, Address & Date

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section-VII

6. Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Description of Items	Quantity	Cost
1.	Hydro-geological Survey		
2.	Water Resource Authority Permits or necessary approvals from local government		
3.	Borehole drilling and test pumping: - Drilling - Supply and installation of screen casings - Well gravel packing - Test pumping for 24 hours - Construction of concrete slab with well cap		
4.	Pump fitting and installation: - Submersible pump complete with 7HP motor capable of delivering 51 liters/min - 9 KW three phase hoher pump inverter - Control unit, modules and structure		
5.	Civil work		
6.	Labour		

Note: Please refer to Section-I of the document

- a. Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
- b. Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
- c. The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
- d. It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
- e. No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section-VIII

7. Form of Tender

(To be submitted by the bidder)

TO: Consul, Head of Chancery,
Consulate General of India, Lagos

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, which includes all these documents for the Lump Sum Fixed Price of: Naira _____ exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section- IX

PROFORMA FOR SUBMITTING FINANCIAL BID

S/No.	Description of Service	Total cost (Naira)	
		Submitted	Not submitted
1.	Drilling and pumping of borehole at Consulate General of India, Lagos. 8A Walter Carrington Crescent Victoria Island, Lagos, Nigeria		
2.	VAT if any (please see (b) below)		
3.	Grand total (in figures)		
4.	Grand total (in words)		
		Submitted	Not submitted
5.	Bill of Quantity (BoQ) as per Section -VII		

Signature of the Bidder with Seal

Seal of Establishment

Full Name of Bidder with address & Date

Note:-

(a) The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection for which no paper cost shall be returned to the bidder(s).

(b) Consulate General of India, Lagos is VAT exempted by the Federal Government of Nigeria and hence only amount net of VAT would be accepted for comparison with other quotations.

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section-X

8. Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: Drilling and Pumping of new borehole at Consulate General of India, Lagos

Name and Address of Beneficiary: **"High Commission of India, Lagos"**

Consulate General of India, Lagos, 8A Walter Carrington Crescent, Victoria Island, Lagos (Nigeria)

Date:

Whereas M/s (**Name of Contractor with address**)_____ have submitted their tender for **Drilling and Pumping of new borehole at Consulate General of India, Lagos**, and one of the tender conditions is for the M/s (**Name of Contractor with address**) _____to submit a Bank Guarantee for Earnest Money Deposit amounting to **N298,640/-**. In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **N298,640/-**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to **N298,640/-**.

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from (**date of issue**) _____up to the (**date after 180 days from date of issue**) _____and claims under this guarantee should be submitted not later than (**date after 180 Days from date of issue**)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (**Name of the Country**)_____ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the Country**) _____Courts.

Date:
Name:

Place:
Signature:

No. Lag/Adm/866/1/2024
Consulate General of India
Lagos

**TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW
BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS**

Section-XI

(This may be submitted by the bidder in lieu of the document at Section-X)

Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date:
Name:

Place:
Signature:

No. Lag/Adm/866/1/2024

Consulate General of India

Lagos

TENDER FOR SELECTING CONTRACTOR FOR DRILLING AND PUMPING OF NEW BOREHOLE AT CONSULATE GENERAL OF INDIA, LAGOS

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **Drilling and Pumping of new borehole at Consulate General of India, Lagos**

Name and Address of Beneficiary: **"High Commission of India, Lagos"**

Consulate General of India, Lagos, 8A Walter Carrington Crescent, Victoria Island, Lagos (Nigeria).

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : **Drilling and Pumping of new borehole at Consulate General of India, Lagos**, and one of the tender conditions is for the M/s (**Name of Contractor with address**)_____ to submit a Bank Guarantee for Performance Security (5% of contract value-consultant's fee) amounting to (**To be indicated in local currency by the Mission/Post calculated as 5% of the tendered cost**). In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (**To be indicated in local currency by the Mission/Post calculated as 5% of the tendered cost**).

2. This guarantee is valid for a period of **365 days after the date of completion of work** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to (**To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered cost**)

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from (**date of issue**) _____ up to the (**date should be 12 months after the date of completion of work**) _____ and claims under this guarantee should be submitted not later than (**from date of expiry**)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (**Name of the Country**) _____ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the Country**) _____ Courts.

Date:

Name:

Place:

Signature: