

**HIGH COMMISSION OF INDIA
LONDON**

www.hcilondon.gov.in

Date: 25/11/2024

**Tender document for removal of one old passenger lift and supply,
installation, testing and commissioning of one new passenger lift as per
scope of work at The Nehru Centre, No 8 South Audley Street, London W1K
1HF**

**Tender No. LON/P&M/896/13/2017
Last date for submission of bids: 27/12/2024**

LON/P&M/896/13/2017
High Commission of India
London

NOTICE INVITING TENDER

The High Commission of India London, for and on behalf of the President of India invites lump sum Fixed Price Tender under two-bid system {(i) Technical Bid & (ii) Financial Bid} from registered and authorized firms for removal of one old lift and supply, installation, testing and commissioning of one new lift (as per scope of work) at The Nehru Centre, No 8 South Audley Street, London W1K 1HF.

2. Tender Documents can be downloaded from the High Commission's website <https://www.hcilondon.gov.in>. The last date of submission of sealed bids through post/courier or delivery by hand at reception of the High Commission of India in London, is 1700 hrs on **27/12/2024**. It is to be addressed to **First Secretary (P&M), High Commission of India, India House, Aldwych, London WC2B4NA** and submitted in three sealed envelopes [Envelope 'A': Earnest Money Deposit (EMD) or Bid Security Declaration (BSD) as per Annexure I; Envelope 'B': Tender Documents (Technical Bid); Envelope 'C': Financial Bid]. All these three envelopes are to be enclosed in another sealed envelope, superscribed with **"Lift Replacement TNC"**. **Bids submitted through e-mail shall not be considered.**

3. For information or clarification related to this tender, please write to property.london@mea.gov.in

4. The critical dates for this tender are as under:

CRITICAL DATES& SCHEDULES

(i)	Date of publishing tender	25/11/2024
(ii)	Bid Submission start date	26/11/2024
(iii)	Bid Submission End Date	27/12/2024
(iv)	Date of opening of Technical Bid	30/12/2024
(v)	Venue for opening bids	High Commission of India, India House, Aldwych, London WC2 B4NA

Sd/-
(Harsh Kumar)
First Secretary (P&M)
E-mail: fspnm.london@mea.gov.in

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High Commission of India
London

- Section 1 : Instructions to Bidders**
- Section 2 : Scope of work**
- Section 3 : Proforma for submitting Earnest Money Deposit (EMD)
or
Bid Securing Declaration (Annexure I)**
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Section-1 : INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For Bidding/Tender Document purposes, the High Commission of India, London shall be referred to as 'Client'. Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client will be the High Commission of India, London.
- 1.2 The bidding company should be an Original Equipment Manufacturer (OEM)/ Authorized dealer of OEM.
- 1.3 All Bidders are hereby explicitly informed that bids not meeting the minimum eligibility criteria or any other requirements stipulated in the Tender Documents are liable to be rejected. The competent authority reserves the right to reject any or all bids without assigning any reason and the decision of the competent authority of the High Commission of India, London shall be final and binding.
- 1.4 While all efforts have been made to avoid errors in the drafting of the Tender Documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the Tender Documents shall be entertained.
- 1.5 If the date fixed for opening of bids is subsequently declared as a holiday by the Government of India, a revised date will be notified. However, in the absence of any such notification, the bids will be opened on the next working date. Absence of a bidder or their representative shall not impair the legality of the opening procedures.

2. MINIMUM ELIGIBILITY CRITERIA:

The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process: -

- (a) The bidder/ bidding firm shall provide a certificate of the OEM, stating that the bidding firm is an authorized dealer of the OEM.
- (b) The Bidder/Bidding Firm shall necessarily be a legally valid entity with a certificate of incorporation mentioning nature of business (attach proof with the Technical bid).
- (c) The firm must have a valid VAT number with registration in the United Kingdom (attach proof with the Technical bid).
- (d) The firm must have operational experience of more than 5 years. In this regard, documents in support of being in operation for the past 5 years, experience for the assignment, references from previous clients, etc. should be submitted with the Technical bid.

- (e) The firm should submit a detailed company profile.
- (f) **Similar Work:** The tenderer must have satisfactorily completed in the last three years (i) One similar work of value of £ 106,400/- OR (ii) Two similar works of value of £ 79,800/- OR (iii) Three similar works of value of £ 53,200/-. Similar work means removal of old lift and supply, installation, testing and commissioning of new lift. Both letter of award of work and completion certificates with the contract amount be provided for fulfilling the criteria of similar work.
- (g) **Bank Solvency:** The tenderer should submit certificate of solvency for £140,994/- or more, certified by bank. The certificate should not be older than a month and is required to be renewed periodically till completion of the work.
- (h) **Annual Turnover:** The bidder should have had average annual financial turnover of £176,242/- or more in the immediate last three consecutive financial years. This should be duly audited/certified by a Chartered Accountant.
- (i) **Profit-Loss:** The bidder should be a profit making company/firm and should not have suffered any financial loss in more than one year in the previous three financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly certified by the Chartered Accountant and audited financial statements for these three years will be submitted by the bidder.

3. **VALIDITY OF BIDS:**

Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

4. **PREPARATION OF BIDS**

4.1 The Bidding Firms have to submit the Tenders in two bid system {i.e (i) Technical Bid—as per Annexure II, and (ii) Financial Bid—as per Annexure III} in the prescribed proforma.

4.2 **Earnest Money Deposit (EMD) or Bid Securing Declaration (BSD):**

Earnest Money Deposit in the form of Banker's Draft for an amount of **£5,000/-**, having six months validity drawn in favor of High Commission of India, London should be submitted. EMD is liable to be forfeited if the tenderer withdraws, impairs or derogates from this tender within the period of validity of this tender or fails to furnish Performance Security Deposit (PSD) in accordance with the terms of Tender Documents within the Time Frame specified by the High Commission of India. No interest is payable on EMD or PSD.

OR

In lieu of EMD, a Bid Securing Declaration (as per Annexure I) may be submitted.

5. **SUBMISSION OF BIDS:**

Tenders are to be submitted in sealed envelopes to **First Secretary (P&M), High Commission of India, India House, Aldwych, London WC2B 4NA** by 1700 hours on 27/12/2024. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever. **The tender shall be submitted in three sealed envelopes with headings as described below:**

ENVELOPE 'A' – Earnest Money Deposit (EMD)

OR

Bid Security Declaration (BSD) - Annexure I

ENVELOPE 'B' – Technical Bid (including all the necessary documents in support of eligibility criteria etc.) – Annexure II

ENVELOPE 'C' – Financial Bid – Annexure III

The above three envelopes should be enclosed in **another sealed envelope with following remarks written on top “Lift Replacements TNC”.**

6 BID OPENING PROCEDURE

[The technical bid of the firm which has submitted EMD/BSD shall only be opened]

- 6.1 Technical Bids shall be opened in High Commission of India, London before the Tender Evaluation Committee constituted by the Competent Authority of the High Commission of India in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 6.2 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 6.3 Envelope "A" containing EMD **or** BSD shall be opened first. Technical Bids (Envelope "B") shall be opened thereafter. Technical bids of only those bidders shall be opened who have submitted EMD or BSD. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission of India. The Financial Bid (Envelope C) of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 6.4 Bids shall be declared as valid or invalid by the Tender Evaluation Committee. Based on the outcome, contract will be awarded to the successful bidder/firm.

7 PERFORMANCE SECURITY DEPOSIT (PSD):

- 7.1 The successful bidder has to deposit Performance Security Deposit (PSD) which will be a sum equivalent to 5% of the accepted contract value in

favour of 'High Commission of India, London, payable at London in form of Bankers Draft, within fifteen (15) days of the acceptance of the contract. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. In the event of failure to make payment, it shall be construed as a breach of the contract and the High Commission of India, London shall be free to make other arrangements at the risk, cost and expense of the firm.

- 7.2 The Performance Security will be forfeited by order of the Competent Authority in High Commission of India, London in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non- acceptance of the work order.
- 7.3 Upon satisfactory completion of the contract in all respects, the Performance Security will be returned to the firm. No interest shall be paid on Performance Security Deposit.

8 COMMENCEMENT & COMPLETION OF THE WORK

- 8.1 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.
- 8.2 Completion: The period of completion for whole works: Two Hundred Forty (240) days calculated from the date of commencement of works. If the work is not completed within stipulated time, a liquidated damages will be levied. The amount of liquidated damages payable by the firm to High Commission of India will be calculated at 1% of accepted contract amount per week to be computed on per day basis limited to 10% of tender amount.

9 PAYMENTS:

All payments shall be released as progress payments on the basis of certificate submitted by the Firm and after satisfaction of High Commission of India. Payment will be made in GBP through bank transfer. No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

10 RETENTION MONEY & DEFECTS LIABILITY PERIOD:

5% of contract amount of each bill for payment shall be deducted. 50% of the retention money shall be released on completion of the contract work and remaining 50% shall be released at the end of Defect Liability period of one year from the date of completion of the project.

11 OTHER TERMS & CONDITIONS:

- 11.1 Bidders shall be deemed to have read carefully all the Tender Document specifications, etc. and visited the site.

- 11.2 Bidders are requested to quote a lump sum fixed price (exclusive of VAT) for all the costs and charges. Bidders are requested to give break up of quote as per BOQ given at Annexure III of the NIT. Lump sum fixed price shall be considered for deciding the L1 bidder. BOQ will be considered only for working out the cost in case of any variation in quantities/additional quantities.
- 11.3 Any time before the deadline for submission of bids, High Commission of India, London reserves the right to modify this tender document.
- 11.4 Price escalation in rates due to any reason shall not be applicable.
- 11.5 In case of any ambiguity/dispute in the interpretation of any of the clauses in this document, interpretation of the High Commission of India, London shall be final and binding on all parties.
- 11.6 The successful bidder, on award of contract, must send the contract/acceptance in writing, within 15 days of award of contract; else the contract shall be awarded to the next successful bidder.
- 11.7 In case the firm is adjudged bankrupt or insolvent or liquidated or a receiver is appointed on account of insolvency, the contract shall be terminated immediately upon receipt of such information.
- 11.8 **Indemnification Clause:** The Firm shall be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The Firm would indemnify High Commission of India against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. High Commission of India would not be liable to pay any damages or compensation to such workers or to any third party which is due to the actions of the employees of the Firm while working on High Commission's premises. The firm will have to ensure compliance of all mandatory labour laws/regulations laid down by the UK government.
- 11.9 **Force Majeure:** If the performance of this contract or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference and any failure or delay resulting there from shall not be considered a breach of this Agreement.
- 11.10 **Arbitration:** If any dispute, difference or question at any time arises between the High Commission of India, London and the Firm in respect of the contract signed which cannot be settled mutually or in case of termination, it shall be referred to arbitration. 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. The arbitration will have its sittings in High Commission of India, London.

- 11.11 **Code of Integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall have to avoid the following prohibited practices such as (i) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of Interest, and (vi) Obstructive practice.
- 11.12 **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 interests. 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 is linked or if they are part of more than one bid in the 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 intent to gain unfair advantage in the procurement process or for personal gain.
- 11.13 The Firm would be responsible for its workers in terms of their antecedents, conduct, behaviour, performance, payment of wages to its workers, social security (As per local United Kingdom laws), insurance, medical facilities, etc. The winning bidder would be required to dedicate one manager who can be contacted for all the queries/requirement in connection with the work awarded.

Sd/-
(Harsh Kumar)
First Secretary (P&M)
E-mail: fspnm.london@mea.gov.in

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London

Section-2: Scope of Work

1. Site visit is **must** for work assessment/dimensions/capacity/health, safety and security requirements/position indicators and call buttons.
2. Remove the existing old lift and supply, installation, testing and commissioning of new lift.
3. Description/Specification
 - a. Make : OTIS, Mitsubishi, Schindler, Thyssenkrupp, Hyundai;
 - b. Quantity : One (01);
 - c. Lift usage : Passenger lift;
 - d. Automatic operation designed to minimize waiting time;
 - e. Provide microprocessor based control system to perform all of the functions of safe lift operations.
 - f. Provide: (i) Fan for ventilation in canopy;
(ii) Emergency light;
(iii) Alarm/help button;
(iv) Communication system;
(v) Door safety device;
(vi) Emergency exit guard/key.
 - g. Lifts specifications:

Lift type	Persons capacity	Weight capacity	Dimensions
Passenger	4 Persons	320 Kg	630 mm wide X 1000 mm deep X 2100 mm high (Car size)

4. Car walls/doors/panels in hairline finish stainless steel (316 Grade); Aluminum Sills on all floors; car finish to be selected from manufacturer's standard selections.
5. All the scaffolding, civil, electrical and mechanical works required for the entire job needs to be carried out by the selected bidder. Hence, the interested firms may also include the cost of the civil, electrical and mechanical works in the financial bid.
6. Submit (i) Manufacturer/installer's product data, including descriptive brochures, shop drawings including plans of car and hall fixtures, cab ceilings, power information and product features; (ii) Operation and Maintenance manual and (iii) Warranty.
7. Lift shall receive regular maintenance for a period of 12 months after completion of work.
8. Remove all debris and clean the area upon completion of work.
9. Annual Maintenance for 05 years after the expiry of Defect Liability Period (DLP).

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Section 3 : Proforma for submitting Earnest Money Deposit (EMD) or Bid Securing Declaration (BSD)

**Below message to be typed on Company's Letter Head
(having full contact address, e-mail id and phone number)
(To be given in a separate sealed envelope 'A')**

Earnest Money Deposit (EMD)

Sirs,

I/We (Company's name) _____
offering lifts replacement and maintenance services hereby provide Earnest Money
Deposit of **GBP £5,000/-** vide Demand Draft/Pay Order no
_____.

2. I/We fully understand that the EMD money shall be forfeited in case of any of
the conditions mentioned in the tender is violated.

'OR'

Bid Securing Declaration (BSD)

Sirs,

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 Bid Documents,
I/we shall be debarred for a period of two years from the date of award of work from
submitting Bids for contracts with the Government of India/High Commission of
India.

Date: _____ **Signature of the authorized signatory of the Tenderer
with seal of the firm**

**No. LON/P&M/896/13/2017
High Commission of India
London**

Section 4 : Proforma for submission of Technical Bids

**Below information to be typed on Company's Letter Head
(having full contact address, e-mail id and phone number)
(To be given in a separate sealed envelope 'B')**

<u>Technical Bid</u>		
Sr. No.	CRITERIA	RESPONSE
1.	Name of the firm with full contact details	
2.	Detailed company profile	
3.	Certificate of incorporation	
4.	Valid VAT Registration copy	
5.	Company's licence or undertaking to carry out the work	
6.	Certificate stating that the company is OEM/authorized dealer of the OEM	
7.	Other Embassies or reputed organizations where your company has been providing services of similar nature	
8.	Company having operational experience for more than 5 years	
9.	Annual turnover of the company for the last 3 consecutive financial years	
10.	Audited Financial Statement submitted	
11.	Does the company have adequate liability coverage and insurance for its workers	
12.	Solvency Certificate	

Date: _____ **Signature of the authorized signatory of the Tenderer** _____

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High Commission of India
London

Section 5: Proforma for submission of Financial Bids

Below information to be typed on Company's Letter Head
(having full contact address, e-mail id and phone number)
(To be given in a separate sealed envelope 'C')

To: High Commission of India, London

Sir,

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 £_____ 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. Breakup of the quote is as follows:

Sr. No.	Job	Quoted Price (In GBP)
1	Remove the existing one old lift	
2	Supply, installation, testing and commissioning of new Passenger lift	
3	All the civil, electrical and mechanical works required for the entire job	
4	Regular maintenance of one passenger lift for a period of 12 months after completion of work (During Defect Liability Period)	
5	Cost of five year Annual Maintenance Contract starting after Defect Liability Period	
6	Remove all debris and clean the area upon completion of work	
7	Less Buy Back Value for the one existing lift equipment, if any	
	Total (Excluding VAT)	£

NOTE:

- 1) Above quoted prices are complete in all respects as per technical specifications but exclusive of VAT, if any.
- 2) Certified that the rates quoted for the above items are as per scope of work, specifications, terms & conditions mentioned in the tender document.

Date:

**Signature of the authorized signatory of the Tenderer
with seal of the firm**