



High Commission of India, Nairobi

***Name of Work: - Renovation of Rotunda, India House,
High Commission of India, Nairobi***

Tender Document

ESTIMATED PERIOD OF COMPLETION: 180 days

Pre Bid Meeting : 02.07.2024 at 1100 hrs

Last Date of Submission of Bids :18.07.2024 at 1700 hrs

Date of opening Technical Bids : 22.07.2024 at 1600 hrs

Date for presentation : The technically eligible bidders will be informed to give presentation

Date of opening Financial Bids : The qualified bidders will be informed for Financial Bid opening

Bid Validity : 180 days

Tender Inviting Authority: Head of Chancery, High Commission of India, Nairobi, Kenya
Address: UN Crescent, Gigiri, Nairobi.

Tender Contents

A. Technical Bid Documents:

Document –I : Invitation to Tender

Document-II : Instruction to Bidders

Document-III: Eligibility Documents and Standard formats for Bid Security/ Guarantee etc.

(Documents about the bidders, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder -These documents can be supplied and attached by bidders.)

B. Financial Bid Documents:

Document -IV : Financial bid letter (Lump sum fixed price to be quoted in the Form of Tender & submitted in a separate sealed envelope by Bidders).

Document – V : Priced Schedule of Items (BOQ) shall be submitted by the Bidders.

BOQ shall be prepared by the Bidders for all items including but not limited to Civil, Interiors, Electrical, and all fixtures etc as per scope of work. The Bidders shall prepare the BOQ themselves based on client's design. Should include detailed item descriptions and technical specifications as per client's design proposals.

A. Technical Bid Documents

DOCUMENT- I

Invitation to Tender

High Commission of India, Kenya, Nairobi

INVITATION TO TENDER

1. The President of India acting through the High Commissioner of India in Nairobi invites Lump Sum tender for Comprehensive Renovation of existing Rotunda at India House, at 151, Limuru Road, Muthaiga on **Turn-key basis**.

2. The applicant who fulfill the following requirements shall be eligible to apply:

Eligibility Requirements are: **a)** Should be a construction company registered with National construction Authority (NCA-3 category and above) in Kenya with in house capabilities to design and execute the project on Turnkey basis; **b)** A Team of Architect / Interior Designer & Construction Manager to execute the project; **c)** All the other Criteria mentioned in Document III.

3. A Pre-bid meeting and Site visit shall be arranged for the bidders before submission of their final bids so that all design & execution factors are properly addressed in the bids. On submission of the bid, a Committee constituted of representatives of Mission will examine the bids technically on the basis of presentation and assessment of past works done by the bidders in order to ensure technical capability and quality of delivery. The shortlisted bidders will be invited for presentation before the Committee. At this stage the design proposals of the shortlisted bidders shall be evaluated and marks will be assigned on their design proposal, specifications of the finishes, furniture and furnishings & other execution components of the project. The short listing and design evaluations shall be done as per the following criteria;

Interior design proposal along with detailed specifications and unpriced BOQ with all items (*) and PERT for execution. (50 marks)

Marking for design proposal shall be done as per the following criteria:

i. Main Design Concept and selection of finishes	25 marks
ii. Economic and Cost Effective Design	10 marks
iii. Work Methodology and time plan.	10 marks
iv. Presentation of Design	05 marks

Quality of work executed (50 marks)

i. Design & planning of completed projects	20 marks
ii. Final Finishing quality of completed works	10 marks
iii. Quality of Civil work & ELECTRICAL services	10 marks
iv. Awards/certifications/Appreciations, if any	10 marks

Total **100 marks**

*(*Interior Design Proposal: This shall include Interior Design of the India House duly explained through 3D visuals with drawings, presentation boards of major materials to be used. Un-priced detailed BOQ of all items including but not limited to Civil, Interiors, Electrical, light Fixtures etc and external development including the landscaping, lighting and signages etc as per the scope of work shall have to be submitted as part of Technical Bid so that the design proposal can be objectively assessed and marks given accordingly. The Bidders shall prepare BOQ themselves based on client's design proposal based on the client's requirements as mentioned in this tender & complete scope of work including furniture & furnishings wherever necessary. Bidders are advised to address all probabilities in their financial bids including preparing their own measured drawings, detailed item descriptions and technical specifications as per their own detailed design proposals. The Priced BOQ shall be submitted in the Financial Bid.)*

4. It shall be mandatory that bidders should have executed works of highest quality, and should obtain a minimum of 70 marks on technical parameters, over and above the eligibility Criteria, for being eligible for opening of their financial bids. The bidders shall have to submit certificate of works from the work being shown and/or the work order copy. The L1 (in Financial bids) from the bidders who qualify the 70% qualifying bench marks shall be the successful bidder and be awarded the work.

Submission of Proposal:

5. Earnest Money Deposit: The Applicant must submit with his bid, the Earnest Money Deposit (EMD) of KSH 2,10,000. EMD shall be acceptable by bank draft in favor of High Commission of India Nairobi or Bank Guarantee (as per enclosed proforma in Tender Document). The other terms and conditions related with the EMD shall remain same as mentioned in the tender document. The tender security /EMD / Tender Bond shall remain valid for a period of one-hundred and eighty (180) days from last date of submission of tender.

6. Bid documents supported with prescribed annexures should be submitted in sealed envelope, duly superscribed with the name of work and the date of opening. The bids will be received up to 1700 hrs, 18.07.2024 and Technical bid will be opened on 22.07.2024 at 1600 hrs.

7. The Technically qualified bidders will be informed for Financial Bid opening. Financial bid(s) of only those bidders(s) will be opened who have submitted EMD and qualify the technical evaluation on the specified date and time. The date, time & place of opening of financial bid(s) will be intimated in due course of time.

8. If any information furnished by the applicant is found incorrect at a later stage, he/she shall be liable to be debarred from the tendering process. Embassy of India Nairobi reserves its right to verify the particulars furnished by the applicant independently.

9. High Commission of India Nairobi reserves the right to reject any prospective applicant without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it.

10. The Tender Notice is also published on Central Procurement Portal (CPP) of Govt. of India- <http://eprocure.gov.in/epublishing>, and the web site of High Commission of India Nairobi.

DOCUMENT-II

Instructions to Bidders

1. Bill of Quantity (BOQ) shall be prepared by the Bidders for all items including but not limited to Civil, Interiors, ELECTRICAL, and all electrical fixtures etc. The Bidders shall prepare the BOQ themselves based on client's requirements as mentioned in this tender.
2. High Commission of India, Nairobi will not be responsible to compensate for any expense or losses which may be incurred by the Applicant in the preparation and submitted of his Tender.
3. This is a LUMP SUM FIXED PRICE TENDER with Extent of work as calculated by the Bidders as per drawings and quoting their Lump Sum Fixed Price. Their bid must be based on the descriptions, broad specifications and scope of work provided in this document. The Bidder shall examine the Tender Documents and all Addenda (if any) before submitting his Bid and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the Site of the Works. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished. Bidders are required to quote Lumpsum price on "Form of Tender". Bidders shall satisfy themselves about the quantities in the BOQ calculated by themselves based on scope of work defined in the tender.
4. These quantities shall not form part of the agreement however the unit rates quoted shall be used for variation purpose.
5. All Tender documents must be returned properly filled in and completed in all respects in accordance with the conditions and Provisions of the Tender Documents.
6. The Lumpsum Fixed Price/amount must be quoted both in figures and words and the currency must be in Kenyan Shillings (KSH) only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.
7. The Bidders shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorized to sign the Tender and shall be dated.
8. Decision on bid will be taken based on the final price quoted on the Form of Tender. Lumpsum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.
9. Any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in BOQ, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid. If amount quoted on Form of tender is more than amount worked out on BOQ, the rates on BOQ shall not be altered/adjusted. If amount quoted on Form of Tender is less than amount worked out on BOQ, the Rates on BOQ shall be adjusted in the ratio to match with quoted final price on the Form of Tender.
10. Earnest Money Deposit (EMD): The Bidder must submit with his bid, the Tender Security/Bid Security/Earnest Money Deposit(EMD)/Tender Bond in the sum of KSH 2,10,000. Tender Security/Bid Security/Earnest Money Deposit(EMD)/Tender Bond shall be acceptable by bank transfer/bank draft/pay order in favor of "High Commission of India,

Nairobi". The other terms and conditions related with the EMD shall remain same as mentioned in the tender document. The Tender Security/EMD/Tender Bond shall remain valid for a period of one hundred eighty (180) days from last date of submission of tender. The Bid Security of successful bidder will be returned after submission of performance guarantee by the successful bidder. No interest shall be payable for EMDs.

All Bidders are required to deposit Earnest Money Deposit (EMD) of KSH 210,000 in form of "Pay Order, Demand Draft or bank Guarantee in favour of "High Commission of India, Nairobi". Bids received without EMD will not be considered and rejected summarily. EMD of unsuccessful bidders shall be refunded within 30 days of awarding the tender while Bid Security of successful bidder will be returned after submission of performance guarantee by the successful bidder. No interest shall be payable for EMDs.

11. Forfeiture of bid security and Contract Security: (a) If any bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the entire earnest money absolutely. (b) If Lowest Bidder fails to furnish the prescribed Performance Guarantee within the prescribed period, or sign the agreement in time or doesn't respond to request for clarification of its purpose or fails to provide required information during evaluation process or is found to be non-responsive, the bid Security is absolutely forfeited automatically without any notice. (c) In case the contractor fails to commence the work on commencement date as specified in the tender documents or such time period as mentioned in letter of award or from the date of handing over to the site, whichever is later, the Employer shall without prejudice to any right or remedy, be at liberty to forfeit whole of the bid Security and Performance Guarantee.

12. Financial quote & variations: Contractor shall quote his Fixed Price based on the enclosed Scope of Work. The Contractor shall note that the price quoted by him in the BOQ shall be considered as the final quote for completing the scope of work defined in this document. 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.

13. The Bid shall be submitted in sealed envelopes as described below

Envelope "A" Tender Security (EMD or Bid Security) **Envelope "B"** Technical Bid Documents, **Envelope "C"** Financial Bid Document And addenda or other enclosures as required in the tender.

The envelopes containing "A", "B" & "C" of offers shall be duly super scribed with Name of Work and above titles. **Envelopes A, B and C to be put in another sealed envelope with the name of work written on top.** The envelope "A" containing Tender Security (EMD/Bid Security) shall be opened first. Bidders who have not submitted valid Tender Security (Bid Security) as mentioned above shall be summarily rejected. Technical bids (Envelope B) of only those bidders who have submitted Tender Security (Bid Security) shall be opened immediately thereafter. Both Bid Security and Technical bids envelopes shall be opened in presence of bidders or their representatives if present. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Employer. Qualified bidders will be informed and Financial bid (Envelope C) of qualified bidders shall then be opened at notified time, date and place in presence of bidders or their representatives.

14. In case the tender is not decided during validity period of tender i.e. within 180 days

from date of opening of tender. The High Commission may request to extend the validity of tender and Bid Security for a further specified period beyond 90 days. Bidder(s) shall be at liberty to extend the validity of tender and Bid Security for the specified period or withdraw from tender. Once the validity is extended in writing by bidder(s), they will not be permitted to withdraw from tender. If bidder(s) withdraws his offer after such extension, the employer shall be at liberty to forfeit the Bid Security absolutely.

15. The **Performance Guarantee** of five percent (5%) of the Accepted Contract Amount in the form of Bank Guarantee from a scheduled bank shall be submitted within 7 days of the Work Order and shall be valid for 180 days beyond the date of completion of all the contractual obligations of the contractor under the contract and discharged after completion of work. The Performance Guarantee shall remain valid for a period to cover the execution of the works as a Guarantee to secure the proper carrying out, the handing over and recovery of compensation of such other sums that may become due to the Employer from the contractor under the terms of the contract and shall not have been paid by him on demand.

16. Without prejudice to anything contained in the foregoing paragraphs, the contractor shall always maintain the Performance Guarantee at the full amount until the completion of work in accordance with the terms and conditions of the contract. If the contractor fails to maintain the Performance Guarantee in the full amount, the employer may by registered letter sent to the contractor, terminate his employment under the contract without necessity for any legal or other formality or reference to judicial proceedings.

17. The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the Performance Guarantee has been duly provided and the actual contract signed between the High Commission and the contractor. Should the contractor fail to sign the contract within the stipulated time or to provide the Performance Guarantee within the period allowed or for any other reason withdraw his participation in the Tender, the Employer may withdraw his 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 and there upon the amount of Bid security shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the contractor unless the Agreement is signed.

18. Any further information or clarification which the Applicant may require in order to complete his Tender may be obtained from (Details of the concerned official from Mission). All information requested by and supplied to one bidder will be supplied to all bidders.

19. Queries: A pre-bid meeting for all bidders will be held on 03.07.2024 at 1100 hrs at High Commission of India, 260 UN Crescent, Gigiri, Nairobi. Bidder's queries should be submitted in writing to email: adm.nairobi@mea.gov.in and should be received on or before 15.07.2024. No queries will be accepted or answered thereafter.

20. At any time prior to the date of opening of the proposals the Mission may issue an addendum in writing to all applicants, deleting, varying or extending any item. Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Employer as to the meaning of anything connected with the Tender Document. The date and time for submission may be deferred by an official notification in writing issued by the Employer to all Bidders. Tenders received after this date will not be considered.

21. Bid/Bidder may be disqualified for any reason including, but not limited to the following:

a. If a bidder sets forth any conditions which are unacceptable to the Employer. b) 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. c) If there is evidence of collusion between Bidders. d) If Tender sets forth any offer to conditionally discount, reduce or modify its tender. e) If Bid price is disclosed before opening of Financial Bid.

22. The bid amount quoted will be exclusive of VAT as being a Diplomatic Mission, the High Commission of India is VAT exempted by Kenyan Government.

23. No escalation is payable for any reason.

24. Variations will not be entertained in this contract being a turnkey contract. The rates quoted in BOQ shall only be used for variations if there is any change in Employer's requirement and scope of Work as defined below and/or any item finish specified in the finalized Contract is required to be changed by the Employer.

25. Bidder shall have deemed to have read carefully all the Tender Documents, Scope of Work and Specifications etc. The quoted Lump sum Fixed price is inclusive and complete as per the highest standards of work.

26. PAYMENT:

a. All the payment shall be released as progress payments on the basis of certificate signed by the authorized representative of the High Commission. The detailed work schedule and the payment schedule would be furnished by the contractor to High Commission who will approve it before it forms the part of the agreement. All permissible deduction shall be affected during the Progress Payment.

b. TERMS OF PAYMENT:

The Contractor shall be entitled to be paid as per the following stages of work for each phase of work separately:

- i. 10%: Mobilization advance will be issued against equivalent amount of Bank Guarantee. Recovery of Mobilization Advance will commence after 10% physical completion of work and will be completed up till 80% physical completion of work.
- ii. 20%: Repair of existing seepage in the roof, columns, replacement of light and Chandelier light of ceiling of existing Rotunda..
- iii. 20%: Renovation/Refurbishing of all interior finishes of the existing Rotunda including flooring, wall finishes, wall paneling, false ceiling, food display counter etc.
- iv. 10 %: Repair & beautification of area around the rotunda including horticulture works.
- v. 10%: Repair/ renovation of existing building services of the Rotunda including electrical, plumbing, and drainage systems along with waterproofing treatment of the roof.
- vi. 10%: Provision of External Lighting including the landscaped garden including fountain with lights.
- vii. 10%: Renovation/Refurbishment of existing pavement around Rotunda.
- viii. Balance 20% on completion of work in all respects.

c. Retention money: 5% retention money will be deducted from each running bill which will be released upon completion of Defects Liability Period i.e. 365 days from the date of completion.

d. The Running payments to the contractor shall be paid shall be paid within 15 working days from the date of submission of bills. However in case of delay no interest or compensation will be payable.

27. Scope of Work & Specification: The scope of work is as under:-

- a. Repair of existing seepage in the roof, columns, replacement of light and Chandelier light of ceiling of existing Rotunda..
- b. Renovation/Refurbishing of all interior finishes of the existing Rotunda including flooring, wall finishes, wall paneling, false ceiling, food display counter etc.
- c. Repair & beautification of area around the rotunda including horticulture works.
- d. Repair/ renovation of existing building services of the Rotunda including electrical, plumbing, and drainage systems along with waterproofing treatment of the roof.
- e. Provision of External Lighting including the landscaped garden including fountain with lights.
- f. Renovation/Refurbishment of existing pavement around Rotunda.
- g. A detailed scope of work is mentioned at Appendix A (copy attached)

28. Commencement date of the works shall be effected after seven (7) days from the date of issuing the Acceptance letter or handing over the site, whichever is earlier. This 7 days period will be defined as the mobilization period.

29. Liquidated Damages: The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 0.5% of accepted tender cost per week to be computed on per day basis. The total amount of liquidated damage shall be limited to 10 % of accepted tender cost.

30. Defect Liability Period: The Defects Liability period shall be Three Hundred Sixty Five (365) days from the completion of the work.

a. The Employer will not be bound to accept the lowest or any tender or to give a reason for the rejection of any Tender.

b. The Applicant must submit with his offer a list of Sub Contractors and Specialist names whom he proposes to use on the Works in the Tender. The Employer however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause. The applicant will be responsible for providing documents regarding security clearance of the workers employed for executing the project.

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

31. High Commission of India reserves the right to: Accept/Reject any of the tenders in

full or part thereof. Revise the requirement at the time of placing the order. Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary. Reject any or all the tenders in part or full without assigning any reason thereof.

32. ARBITRATION:

- If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.
- Disputes shall be settled in accordance with The United Nations Commission on International Trade Law (UNCITRAL). The venue of Arbitration shall be Nairobi, Kenya.

33. 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 engineering practice should be adopted in all items of work execution.

34. 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.

35. The contractor will be solely responsible to make reparations/compensation for damage caused to nearby property arising due to the renovation work, if any.

36. TERMINATION

a. If the contractor is, without good reasons, not discharging his obligation, the High Commission may inform the contractor by notice, indicating grounds for the notice. If a satisfactory response is not received within 7 days, the Employer may by a further notice in writing, terminate the Contract provided that further notice in writing is given within 15 days of the High Commission's former notice. In the event of termination of the contract by the Employer, the contractor shall have no claim to compensation for any loss sustained while entering into any engagement or for making any advance payment to any third party with a view to perform this work.

b. The contractor shall not be entitled to be paid any sum for any work thereof or work actually performed under this contract unless or until the High Commission is satisfied with the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified by the Employer.

**DOCUMENT – III: Eligibility Documents and Bank Guarantee Formats
Embassy of India, Nairobi, Kenya**

**1. ELIGIBILITY DOCUMENTS AND STANDARD FORMATS FOR BID
SECURITY/GUARANTEE ETC.**

a. The Applicant who fulfills the following requirement shall be eligible to apply.
Eligibility Requirements are:

- i. Should be a construction company registered with National construction Authority (NCA-3 category and above) in Kenya with in house capabilities to design and execute the project on Turnkey basis.
- ii. Should have Team of Architects, Interior Designers & Construction Managers.
- iii. Should have In house capabilities to design and execute the project on Turnkey basis.
- iv. Should have a Team of Architects, Interior Designers & Construction Managers.
- v. The tenderer must have satisfactorily completed in last seven years (i) one similar work of value of KS 5,517,197 or (ii) two similar works of value of KS 4,137,898 or (iii) three similar works of value of KS 2,758,598. Similar works means 'having executed renovation/remodeling including interior works of high end residential/commercial buildings exclusive interiors of highest quality of finishes & furnishings.
- vi. Should have average annual financial turnover of not less than KS 3,448,246 on construction works during the immediate last five consecutive financial years. The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five 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 five years will be submitted by the bidder.
- vii. The tenderer should submit Certificate of Solvency KS 2,758,598 or more, certified by bank. The certificate should not be older than a month. The applicant should submit list of all completed works in the last 5 years and list of all works in hand.
- viii. Joint Venture (JV) firms shall not be eligible.

2. EVALUATION CRITERIA FOR ELIGIBILITY

- a. For the purpose of eligibility, application will be evaluated in following manner:
 - i. The documents submitted by the applicant will be scrutinized for the criteria prescribed above and the applicant's eligibility for the work will be determined. Even though applicants may satisfy the above requirements, she/he would be liable to disqualification if she/he has:
 - aa. Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the pre-qualification document.
 - ab. Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses.
 - ac. Disclosed bid price before opening of financial bid.
 - ii. The applicant is requested to furnish the following information:-
 - aa. Name and postal address including telephone, fax number, e-mail etc.
 - ab. Copies of original documents defining the legal status place of registration and principal place of business including the registration and permission from the Government/ local authorities for taking up construction works in Kenya.
 - ac. Name and title of Directors and officers to be concerned with the work, with

designation of individuals authorized to act for the organization.

ad. Information on any litigation in which the applicant was involved during the last five years, including any current litigation.

ae. Authorization for Employer to seek detailed references.

af. Number of Technical and Administrative employees in parent company, subsidiary company.

3. CONSTRUCTION EQUIPMENT AND MACHINERY

Applicant should furnish the list of construction equipment available with the contractor likely to be used in carrying out the work.

4. LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with eligibility document as given in section III.

5. TENDER AWARD CRITERIA

a. Envelopes for Bid Security shall be opened first. Bidders who have submitted required Bid Security as mentioned shall be considered successful for opening of Technical Bids. Technical bids of successful bidders shall be opened immediately which will be evaluated and marks given and financial bid of qualified bidders who obtain minimum qualifying marks only shall then be opened at notified time, date and place in the presence of the bidders or their representatives. Technical bids envelope shall be opened in presence of bidders or their representatives. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Employer. Qualified bidders will be informed and will be invited for presentation before committee

b. The employer reserves the right without being liable for any damages or obligation to inform the applicant to:

i. Amend the scope and value of contract.

ii. Reject any or all the applications without assigning any reason.

c. For any of the above actions, the Employer shall neither be liable for any damages nor be under any obligation to inform the Applicants of the grounds for the same. Any effort on the part of the applicant or his agent to exercise influence or to pressurize the Employer would result in rejection of his application. Canvassing of any kind is prohibited

Annexure I

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

Sl. No.	Document to be Submitted	Submitted	Not Submitted	Remarks
1.	Copy of Authorisation from Government of Kenya			
2.	Copy of Registration with NCA			
3.	List of clients indicating period of work executed with them, as a proof of experience in this field and reference thereof.			
4.	Letter of Transmittal (Refer to Annexure-II)			
5.	Bill of Quantity (BOQ) as Annexure- IV			
6.	Undertaking by the bidder as Annexure VII			
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			

Signature of Bidder
Seal of Establishment
Full Name of Bidder with address & Date

PRE-QUALIFICATION INFORMATION LETTER OF TRANSMITTAL

From

To

The Head of Chancery,
Embassy of India, Kenya

Sub: *(Name of the project)*

Sir,

Having examined the details given in the press notice and document for the above work / we hereby submit the eligibility application and relevant documents and information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms 'A to H' and accompanying statements are true and correct.
2. I / We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / We submit the requisite certified solvency certificate and authorize Embassy of India, Nairobi, Kenya to approach the bank issuing the solvency certificate to confirm the correctness thereof. We also authorize The Head of the Ministry, to approach my / our bankers, individuals, employers, firms and corporations to verify my / our statements, competency and general reputation.
4. I / We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following similar works. (Certificate from Project Manager in Proforma D in respect of each work mentioned below should be enclosed.)

Name of work	Certificate from/Nature of work	Contract amount
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Date of submission:

Signature(s) of Bidder(s)

Enclosures:

Date of Submission:

Signature of Applicant(s)

GENERAL

a) Name of Contractor_____

b) Registered Address_____

c) Telephone No. _____

d) _____ Fax _____ No. _____

e) E-mail: _____

f) Contact Names of senior representative of Main Contractors / Partners

Type of Works carried out:

1. What is the nature of the Company / Firm? (Give details on separate sheets, if necessary) a) Independent _____ b) Supported by technical resources from some other source.
2. Name, Address and experience of Consultants/Sub-contractors are Enclosed at page's no. to

PROFORMA FOR SUBMITTING FINANCIAL BID

Sl. No.	Description of Service	Total Cost (in KSH)	Total Cost (in USD)
1.	<i>Renovation of Rotunda, India House, 151 Limuru Road, Muthaiga, Nairobi</i>		
2.	VAT, if any		
3.	Grand Total (in figures)		
4.	Grand Total (in Words)		
		Submitted	Not Submitted
5.	Bill of Quantity (BoQ) as per Annexure-IV		

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) The High Commission of India is VAT exempted by the Government of Republic of Kenya.

Bill of Quantity (BOQ) shall be submitted by the Bidders as detailed scope of work is mentioned at Appendix A.

BOQ shall be prepared by the Bidders for all items including but not limited to Civil, Interiors, Electrical and all fixtures etc. The Bidders shall calculate the BOQ themselves based on scope of work defined in the tender.

FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY

Brief description of contract: - *Renovation of Rotunda, India House, 151 Limuru Road, Muthaiga, Nairobi*

**To,
High Commission of India,
UN Crescent, Gigiri, Nairobi,
P.O. Box 30074-00100,
Tel: (+254 20) 2222 566 / 2225 104**

In accordance with your Tender No. _____ dated _____ for *Renovation of Rotunda, India House, 151 Limuru Road, Muthaiga, Nairobi, Kenya, M/s.* (Name of Contractor with address) _____ submits a Bank Guarantee amounting to KSH _____

2. 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 KSH _____, which is liable to be forfeited by the Purchaser on :

- (a) The withdrawal / revision of the offer by the bidder within the validity period.
- (b) Non acceptance of the Work order / Purchase order by the Bidder when issued within the validity period, and
- (c) Failure to execute the contract as per contractual terms and condition with in the contractual delivery period.

3. This Bank Guarantee will be valid for a period of six months from the bid submission date. Any claim and statement here under 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.

4. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to KHS _____

5. Notwithstanding anything to the contrary contained herein above, this Guarantee is valid from (date of issue) _____ up to the (six months from the bid submission date) _____ and claims under this Guarantee should be submitted not later than (six months from the bid submission date) _____.

6. 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.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Note:- On expiry of Bond Period, the original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

**FORMAT FOR PERFORMANCE GUARANTEE BOND / PERFORMANCE
SECURITY**

Brief description of contract: - *Renovation of Rotunda, India House, 151 Limuru Road, Muthaiga, Nairobi*

To,
High Commission of India,
UN Crescent, Gigiri, Nairobi,
P.O. Box 30074-00100,
Tel: (+254 20) 2222 566 / 2225 104

In accordance with your Tender No. _____ dated _____ for *Renovation of Rotunda, India House, 151 Limuru Road, Muthaiga, Nairobi, Kenya*, M/s. (Name of Contractor with address) _____ submits a Bank Guarantee Bond amounting to 5% of the contract value and valid till warranty period of three years from the date of issue of Performance Guarantee Bond.

2. Now this bank hereby guarantees that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to High Commission of India, Nairobi on demand and without protest or demur 5% of the contract value i.e. KSH/ USD _____ only (in words)

3. This Bank further agrees that the decision of High Commission of India, Nairobi (client) as to whether the said Tenderer (contractor) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding. We, _____ (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (contractor) and/ High Commission of India, Nairobi (client).

4. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed 5% of the contract value i.e. KSH/USD _____ only (in words).

(b) This Bank Guarantee shall be valid up to _____ (date) i.e. upto

end of warranty period of 365 days; and

- (c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only High Commission of India, Nairobi serve upon us a written claim or demand on or before _____(date) i.e. upto end of warranty period of 365 days.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Note:- On expiry of Bond Period, the original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them. I/we further certify that I/we have the ability to meet all the technical conditions and requirements listed in this tender document.

Signature of the Bidder with Seal

Name: _____

Designation: _____

Address: _____

Phone No. _____

Appendix A

	A	B	C	D	E	F	G	H	I
1		IHC RESIDENCE PAVILLION RENOVATIONS -							
2									
3		Name	Description no		Takeoff	Units	Rate	Price Total	Color
4	1	Main Pavillion flooring							
5	1.1	Hacking and removing exisiting tiles	demolitions						
6	1.2	30mm hardened screed 1:4 ratio	screed						
7	1.3	Allow for electrical works	item						
8	1.4	SUPPLY AND FIX: Approved coloured SIMPOLO Porcelain tiles approximate Ksh 12000/-. The Tile will be selecte By the High Commission of India in Nairobi. Remove from store and lay with and including cement mortar and grouting joints with approved epoxy resin-based grout	Tiles						
9	1.6	Demolition of existing counter							
10	1.7	Tile installation labour works only Including Cutting.	labour						
11									
12	2	Column Cladding							
13	2.1	Hacking and removing existing stoneworks	demolitions						
14	2.2	Plaster							
15	2.3	STONE CLADDING	supply						
16	2.4	50mm thick machine dressed coral stone cladding fixed with and including cement and sand 1:3 mortar to match existing	labour						
17	2.5	Two coats Transeal Paint from Kenbro							
18									
19	3	New Flower boxes	New						
20	3.1	Natural stone blocks shall be of uniform square cross section sizes while mortar joints shall strictly be 12mm thick. Reinforced with 25 x 3mm hoop iron strip laid horizontally every alternate course to approval. Uneven stone block sizes shall not be acceptable							

	A	B	C	D	E	F	G	H	I
21	3.2	STONE CLADDING 50mm thick machine dressed coral stone cladding fixed with and including cement and sand 1:3 mortar to match existing							
22	3.3	Coral stone fixing (including Sika flex white)							
23	3.4	Two coats Transeal Paint from Kenbro							
24									
25	4	Granite Steps							
26	4.1	Hacking and removing existing tiles	demolitions						
27	4.2	30mm hardened screed	screed						
28	4.3	Allow for electrical works	item						
29	4.4	SUPPLY AND FIX: Approved coloured SIMPOLO Porcelain tiles priced approximate Ksh 12000/- and Selected by the High Commission of India, Nairobi. Remove from store and lay with and including cement mortar and grouting joints with approved epoxy resin-based grout	granite						
30	4.5	Tile installation labour works only Including Cutting.	labour						
31	4.6	SUPPLY AND FIX: Approved coloured SIMPOLO Porcelain tiles priced between KSH 9000/- to 12000/- and Selected by the High Commission of India, Nairobi. Remove from store and lay with and including cement mortar and grouting joints with approved epoxy resin-based grout	tile						
32	4.7	Tile installation labour works only Including Cutting.	tile						
33									
34									
35	5	Gypsum/cement board Ceiling and bulk head							
36	5.1	GYPSTUM CEILINGS Supply and fix gypsum ceiling boards to shapes and patterns in stepped form complete with and including metal studs, channels and railing to be supplied and fixed in accordance with manufacturers printed instructions to soffites of suspended slabs: 9mm							

	A	B	C	D	E	F	G	H	I
37	5.2	PAINTING Prepare and apply three coats silk vinyl emulsion							
38	5.3	Provisions for electrical works							
39									
40	6	New Steps main entrance							
41	6.1	Demolition and removing existing step	demolitions						
42	6.2	Natural stone blocks shall be of uniform square cross section sizes while mortar joints shall strictly be 12mm thick. Reinforced with 25 x 3mm hoop iron strip laid horizontally every alternate course to approval. To build-up the stairs including all infill material. Top with lean concrete							
43	6.3	30mm hardened screed	screed						
44	6.4	Allow for electrical works	item						
45	6.5	SUPPLY AND FIX: Approved coloured SIMPOLO Porcelain Tiles priced approximate Ksh 12000/- and Selected by the High Commission of India, Nairobi. Remove from store and lay with and including cement mortar and grouting joints with approved epoxy resin-based grout	granite						
46	6.6	Tile installation labour works only Including Cutting.	labour						
47	6.7	SUPPLY AND FIX: Approved coloured SIMPOLO Porcelain riser tiles priced approximate Ksh 12000/- and Selected by the High Commission of India, Nairobi. Remove from store and lay with and including cement mortar and grouting joints with approved epoxy resin-based grout	tile						
48	6.8	Tile installation labour works only Including Cutting.	tile						
49	6.9	New wall on the Right-hand side. Natural stone blocks shall be of uniform square cross section sizes while mortar joints shall strictly be 12mm thick. Reinforced with 25 x 3mm hoop iron strip laid horizontally every alternate course to approval. To build-up the stairs including all infill material.							

[illegible]