

**NOTICE INVITING TENDER FOR HIRING OF CARS/VEHICLES
BY THE HIGH COMMISSION OF INDIA, NAIROBI**

TABLE OF CONTENTS

Section	Content	Page No.
Section 1	Notice Inviting E-Tender	2
Section 2	Introduction , Scope of work	3
Section 3	Minimum Eligibility Criteria	4
Section 4	Instructions for applicants	5
Section 5	Validity of Contract & Payment terms	6-8
Section 6	Force Majeure & Penalty Clause	9-10
Section 7	Instruction for submission of online/ offline Bids	11
Section 8	Technical Bid	12
Section 9	Financial bid	13-14
Section 10	Contact Details Form (Form-1)	15-16
Section 11	Bid Security Declaration Form	17
Section 12	Draft Agreement	18-19

SECTION-1
NOTICE INVITING E-TENDER

TENDER FOR HIRING OF CARS/ VEHICLES BY THE HIGH COMMISSION OF INDIA, NAIROBI

HIGH COMMISSION OF INDIA, NAIROBI invites bids from established firms for hiring of cars/ vehicles by it, as per details given in the tender documents.

Important Dates	
Date of publishing	10.04.2026
Bid Document Download Start Date	10.04.2026
Clarification Start Date	10.04.2026
Clarification End Date	20.04.2026
Bid Submission Start Date (online/ offline by sealed letter)	10.04.2026
Bid Submission End Date (online/ offline by sealed letter)	30.04.2026
Date of Technical Bid Opening:	05.05.2026
Address:	Head of Chancery (HOC) High Commission of India, 260 United Nations Cres, Nairobi Email: hoc.nairobi@mea.gov.in

(a) The bid shall be submitted online at Central Public Procurement Portal Website: <https://eprocure.gov.in/eprocure/app>. Offline bids submitted to the High Commission would also be accepted. **Sealed envelope submitted to this effect should be superscribed as Tender for hiring of cars/ vehicles by High Commission of India, Nairobi and should reach to the undersigned by 1700 hrs on 30.04.2026.**

(b) The Competent Authority reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding. This notice inviting tender/ e-tender is not a Contract, offer or an agreement by HIGH COMMISSION OF INDIA, NAIROBI.

Head of Chancery

High Commission of
India, 260 United
Nations Cres, Nairobi
Email- hoc.nairobi@mea.gov.in

SECTION-2

Introduction & Scope of work

3.1. Introduction: Online/ offline quotations are invited from experienced and reputed service providing entities as per eligibility criteria given, for providing cars/ vehicles on rent to the HIGH COMMISSION OF INDIA, NAIROBI.

Scope of Work:

3.2 The company should be in possession/control of a large pool of different kinds of vehicles (ownership proof to be provided)

- 1) To provide cars and other vehicles on rent to the High Commission as and when required on the mutually agreed rates.
- 2) The vehicles provided to the High Commission should be clean and in good running state with updated maintenance schedule.
- 3) The vehicle should have valid registration, insurance and other various required permits i.e. registration, licenses, servicing etc.
- 4) To nominate a **English speaking contact person** for all correspondence and communication with the High Commission.
- 5) The driver should hold valid driving license, well dressed, disciplined and able to understand basic English.
- 6) The drivers should be polite, courteous and obey the instructions of the the guests/ High Commission staff.
- 7) The drivers should report on duty sharp at the given time/ date.
- 8) Water bottles, napkin, umbrella etc should always be available in the car.

SECTION-3
(Minimum Eligibility Criteria)

4) MINIMUM ELIGIBILITY CRITERIA:

HIGH COMMISSION OF INDIA, NAIROBI invites bids from the car hire companies who fulfill the qualifying criteria as listed below:

- a) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity and should be registered with appropriated authorities of Govt. of Kenya for the said purpose. The bidder must be in existence for a minimum period of 5 years as on 31.03.2026 and have its registered office in Nairobi.

- b) **Registration and licenses:** The Bidder must have appropriate licenses and registrations from all relevant authorities. If it was found at a later stage that one or more relevant license and/ or registration is not obtained by the bidder, the work order may be canceled and entire amount of any pending bill or any kind of payment would be forfeited at the discretion of the Mission.

- c) **Experience:** The bidder should have been working with Govt Departments / Ministries/ Organizations of the Govt of Kenya and other Diplomatic Mission(s) based in Nairobi (Kenya) and has not been blacklisted by the government.

- d) **Car Ownership:** Bidder should have a minimum of 10 cars (either own or should have contract for outsourcing). Proof of ownership/contract copy to be submitted.

I/we accept all the terms and conditions of this bidding document mentioned above (Section 4).

(Sign of tenderer with seal)

*** The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting bid.**

SECTION 4
(Instructions for applicants)

- i) Applicants are required to fill in all the details asked in Annexure-A, B, C and D respectively on Section 08, 09 and 10.
- ii) All pages of the tender documents should bear the sign and seal of authorized representative of the applicant.
- iii) Copies of credentials/documents are to be annexed with the bid document with self attestation by the applicant with seal.
- iv) The application are liable for rejection due to incorporation of any false information and furnishing fake or truncated documents.

SECTION-5
Validity of Contract & Payment terms

5.1 VALIDITY OF CONTRACT

- a) The contract/ panel of companies, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the service provider. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission and/ or the Ministry of External Affairs, New Delhi.
- b) No variation or modification of the term of contract may be made except by written amendment of both parties i.e. bidder and High Commission of India, Nairobi.
- c) Upon selection of successful bidder, High Commission of India, Nairobi will sign the contract agreement. The signed agreement will be construed as letter of award of work (attached at Annexure F).

5.2. Other Conditions:

- a) At any time prior to the deadline for submission of bids, Mission may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document.
- b) Any amendment/ corrigendum in the bidding document, at any time prior to the deadline for e-submission of bids, shall be uploaded as ‘corrigendum’ on <http://eprocure.gov.in/epublish/app> and www.hcinairobi.gov.in. Such amendments/ modification shall be binding on all the prospective bidders.
- c) Mission at its discretion may extend the deadline for the submission of bids, if the bid document undergoes changes during the bidding period, in order to give prospective bidder time to take into the consideration the amendments while preparing their bids.
- d) Mission reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. The decision of the Mission in this regard shall be final and binding.
- e) In case of any complaint, either as regards the nature of service or as regards the behaviors of the staff of the service provider on duty or otherwise, the agency would be intimated and would be required to take corrective measures promptly.
- f) Quotation/ bid should be valid for four months (120 days) from the last date of

submission of bids, which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders at the High Commission. Their authorized representative may be present at that time.

g) Normally the company quoting the lowest amount (L-1) out of all companies would be awarded the work, if not found ineligible or the offer has not been considered by the Mission for any other reason. Only becoming the L1 firm would not be the sole criteria for availing the contract. Mission will select more than one companies and prepare a panel of agencies for this purpose. Mission's discretion in this regard shall be final and work shall normally be awarded to the agency having the lowest charges.

h) The Mission reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

i) Termination: The Mission may, by written notice sent to the agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Mission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. (ii) The company may terminate the contract with a written notice of 03 months to Mission specifying the reasons for termination.

j) Draft Contract: Draft contract agreement to be signed with successful bidder is placed at Annexure – F.

k) Conflict of Interest: Bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be eligible for selection as operator under any of the circumstances set forth below:

(i) Conflicting Assignment/job: A bidder or any its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with its Assignment/job of the bidder to be executed for the same Employers. \

(ii) Conflicting Relationship: A bidder that has a business or family relationship with a member of the Mission's staff who is directly or indirectly involved in any part of (a) the Preparation of the terms of reference of the Assignment job, (b) the selection process for such Assignment/job, or (c)supervision of the contract, may not be awarded a Contract, until and less the conflict stemming from this relationship has been resolved in a manner acceptable to Mission.

(iii) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity in serving the best interest of Mission, or that may reasonably be perceived as having this effect. Failure to disclose said situation may lead to the disqualification of the bidder or the termination of this contract.

(l) Only one proposal: Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposal shall be disqualified.

(m) Non-Transferability: This tender is non transferable. Incomplete and conditional tenders will be summarily rejected.

(n) Non withdrawal of bids: No bidder will be allowed to withdraw after e-submission of bids/ opening of the tender.

(o) Integrity: The bidder must observe highest standards of ethics during the selection process and later during the execution of the work. Mission may reject a proposal at any stage if it is found that the entity selected has indulged in corrupt or fraudulent activities in competing for or in executing the assigned work in question and may also declare the entity ineligible or blacklist it either indefinitely or for a stated period of time.

5.3. PAYMENTS

(a) After acceptance of LoA (Letters of Agreement), a price schedule shall be annexed to the Contract according to which all payments shall be made to the Service Provider.

(b) The prices so mentioned shall be without any Tax/ VAT since a diplomatic Mission is exempted to pay VAT.

(c) Payment shall be released within 30 days of receipt of acceptable/ correct invoices.

(d) No payment shall be made in advance nor any loan from any bank or financial institution will be recommended on the basis of the **order** of award of work.

(e) Mode of payment shall be electronic transfer to a bank account provided by the bidder for the purpose at the time of award of contract in the local currency i.e. **Kenyan Shilling**. Acceptance of any other mode of payment or payment **in any** other currency would be at the **discretion** of the Mission.

5.4. Bid Security Declaration

The bidder may submit Bid Securing Declaration along with their bid as per the format at Annexure-E. Any bid which is not accompanied with the Bid Securing Declaration, shall be rejected.

SECTION-6
(Dispute Settlement, Force Majeure & Penalty Clause)

6.1 Dispute Settlement

If any dispute or difference arises between the parties hereto as to the representatives, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 (under the framework of Indian Law) and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- The sole arbitrator shall be appointed by the mutual consent of both parties.
- The venue of the Arbitration shall be at Delhi or Nairobi, as per discretion of Mission.
- The language of arbitration proceedings will be English only.
- Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

6.2 Force Majeure:

1. Notwithstanding the provisions of contract, the Service Provider shall not be liable for termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

2. For purpose of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Mission either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

6.3 Penalty

(a) The work assigned to the agency should be carried out in the time bound manner as per the guidelines stipulated by the Mission from time to time keeping in view the local practices and regulations. If any of the assigned work incurs additional charges on part of Mission, then the amount so incurred by the Mission will be recovered from the service provider.

(b) If the vehicle do not report on duty, do not report on time, wearing shabby dress or the car is not clean or maintaining it in the articles as mentioned in Section -2 of this Notice Inviting Tender, then penalty of an amount of **KES 5000** would be levied on the service provider on each such instance. **In case of breach of any conditions of the contract as mentioned in the tender document, the vendor/ contractor shall be debarred from the empanelment for the period of 06 months.**

(c) The amount of penalty would be recovered by way of adjustment in the pending bills of the service provider/ future bills.

(d) The decision of Competent Authority of the Mission with regard to levying of penalty would be final and binding.

SECTION-7

(Instructions for submission of online Bids / Offline Bids)

7.1: Instruction for submission of **online Bid**:

- (a) The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> along with an email on hoc.nairobi@mea.gov.in
- (b) All documents as per tender requirement shall be uploaded online through Central Public Procurement Website: <http://eprocure.gov.in/eprocure/app> along with an e-mail on hoc.nairobi@mea.gov.in.
- (c) Bids submitted online without required documents will be summarily rejected.
- (d) The bids are to be submitted and duly digitally signed on the Central Public Procurement Portal.
- (e) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.
- (f) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.
- (g) The online bids (complete in all respect) must be uploaded online in PDF Format.

7.2: Instruction for submission of **offline Bids**:

- (a) The bid shall be submitted offline at the following address:

Address: High Commission of India,
260 United Nations Cres, Nairobi
Email- hoc.nairobi@mea.gov.in

- (b) All other conditions remain same as per Para 7.1

SECTION-8
(Technical Bid)

ANNEXURE-A

The sealed envelope (containing Technical and Financial bids separately) supporting all the documents certifying the eligibility criteria along with registration certificate and work experience must be submitted as per schedule to the HIGH COMMISSION OF INDIA, NAIROBI (address: High Commission of India, High Commission of India, 260 United Nations Cres, Nairobi).

Cover-I (Technical Bid) (following documents to be submitted/ uploaded online in .pdf format)		
Sl. No.	Document	File Type
1.	Contact Details Form	.pdf
2.	Scanned copy of Affidavit	.pdf
3.	Certified copies of Registration and Incorporation particulars of Company/Firm from appropriate authorities (must be registered before 01.04.2021)	.pdf
4.	Certified copies relevant registration and licenses	.pdf
5.	Proof of work experience from 01.04.2021 to 31.03.2026	.pdf
6.	Proof of having ongoing Contracts as on 31.03.2026	.pdf

Signature of the authorized
signatory of the Bidder with
seal of the firm/company

Name: _____

Mob No. _____

Date: _____

**SECTION-9
(Financial Bid)**

ANNEXURE-B

**QUOTATION FOR PROVIDING VEHICLES ON HIRE TO
THE HIGH COMMISSION OF INDIA, NAIROBI**

(in KSH only)

Sl. No.	Rate with clear indication of mileage being applied, if any (including driver and fuel)	Saloon Car (Axiom or Equivalent)	Nissan X-trail or equivalent	Toyota Prado or Equivalent	Toyota V8 or Equivalent	Mercedes E Class	Mercedes S Class	Toyota Voxy & Equivalent (08 seater)	12 Seater Van/Bus	22 Seater Van/Bus	Minitruck for logistics*
1.	Airport transfer one way (from city to Airport OR vice-versa)										
2.	Airport transfer To and fro journey (from city to airport and return)										
3.	Half day disposal inside Nairobi (allowing 06 hours)										
4.	Full day disposal inside Nairobi (allowing more than 6 hrs)										
5.	Rate for extra hours/extra Kms. (whichever is less will be paid)										
6.	For visiting outside Nairobi (Rate/day) (separately mention Night Charges)										

7.	Rate for extra hours/extra Kms. (which is less will be paid)										
----	--	--	--	--	--	--	--	--	--	--	--

* Minitruck for logistic arrangements within Nairobi city (upto 01 ton payload) allowing 02 hours & 30 kms.

Parking Charges, Toll tax / any other charges etc. will be paid by the vendor and should be included in quote itself.

Please indicate the prices excluding VAT

Final weightage will be calculated after adding rates from all rows along with night stay charges.

DETAILS TO BE SUBMITTED BY TRANSPORT COMPANIES

SN	Particulars	
1	Name of the Company	
2	Owner's Name	
3	Contact No. and E-Mail ID	
4	Address of Company	
5	Registration Number of the Company (with Copies of Documents)	
6	Name and Designation of English speaking authorized Contact person for High Commission (24 hours accessible)	
7	Details of the reputed organizations like Embassies, International Organization, Multinational Companies etc. the company has been dealing since last three(03) years	

SECTION -10

ANNEXURE-D
FORM-I

CONTACT DETAILS FORM GENERAL DETAILS OF BIDDER

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORIZED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO.	
5	FAX NO.	
6	E-MAIL ID	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	

Bid Security Declaration Form

FORMAT FOR BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF ERNEST MONEY DEPOSIT

(On Bidders Letter head ONLY)

Date:

Tender No:

To
High Commission of India,
260 United Nations Cres, Nairobi
Email- hoc.nairobi@mea.gov.in

I/We. The undersigned, declare that:

- I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

- I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature:

Name:

Corporate Seal:

DRAFT AGREEMENT
Between
The High Commission of India, Nairobi
and
[Name of the Service Provider]

This agreement made at Nairobi on the between the President of India represented through High Commissioner of India in Nairobi (hereinafter called 'Client) of the one part and (Name of the successful bidder, Nairobi (hereinafter called 'Service provider and/or Bidder) of the other part.

Whereas the Employer desires that the work known as 'hiring of car/ vehicles" should be executed by the Service Provider and has accepted a tender by the Service Provider for the execution and completion of this work.

The Client & the Service Provider agree as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract herein referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement and both the Parties unequivocally agree to abide by the terms and conditions of the following documents.
 - (a) Bidder's Letter of Confirmation of Tender Price dated _____
 - (b) The Letter of Tender/Tender document submitted by _____ (Successful Bidder).
 - (c) Tender Document comprises Notice Inviting Tender, Scope of work and all its enclosures.
 - (d) Copy of Bank Guarantee No. _____
 - (e) Financial Bid for the Tender dated _____ (excluding covering letter).
 - (f) Supplier's documents asked for in Letter of Acceptance No. _____
3. In consideration of the payments made by the Client to the Service Provider as hereinafter mentioned the Service Provider hereby covenants with the Client to execute and complete the work in conformity in all respects as per the provisions of this Contract and the documents mentioned in para 2 above.
4. The Client hereby covenants to pay the Service Provider in consideration of the execution and completion of the work the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed in this Contract and the documents mentioned in para 2 above.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed by:- Head of Chancery, High Commission of India, Nairobi	Signed by:- (Authorized persons of successful bidder)
For and on behalf of the Client in the presence of	For and on behalf of the Service provider in the presence of
Witness-1	Witness-1
Witness-2	Witness-2