



**F. No. Mog/Cons/461/01/2024
2025**

05 March

| Sl. No. | Particulars | Date & Time |
|----------------|----------------------------------------------------------------------------|-------------------------------------------------|
| (a) | Bid document submission open date | 05/03/2025 at 09:00 am |
| (b) | Pre-bid meeting date | 10/03/2025 at 11:00 am |
| (c) | Last date for seeking clarification | 17/03/2025 at 03:00 pm |
| (d) | Bid submission end date | 28/03/2025 at 03:00 pm |
| (e) | Date & time for opening of Technical Bid | 03/04/2025 at 11:00 am |
| (f) | Date & time for opening of Financial Bid for technically qualified bidders | 14/04/2025 at 11:00 am |
| (g) | Validity of tenders/bid | 90 days (from the opening of the financial bid) |

Tender for end to end courier service for dispatch and delivery of documents from Visa Facilitation Centre in Mogadishu to High Commission of India, Nairobi and back

**High Commission of
India, UN Crescent,
Gigiri, Nairobi
Phone: (+254) 733666195
Email: hoc.nairobi@HCI.gov.in**

Tender for end to end courier service for dispatch and delivery of documents from Visa Facilitation Centre in Mogadishu to High Commission of India, Nairobi and back

The High Commission of India (HCI) invites tender from the reputed authorized courier agencies/ contractors/ firms to provide the work of **end to end courier service for dispatch and delivery of documents from Mogadishu to HCI, Nairobi and back** initially for a period of three years and at an estimated Tender Value of **approx USD 25,92,000/- (Rs. 21,77,28,000/-) for three years**. The tender document can be obtained from the CPP portal and Mission's website from date 05.03.2025 to 28.03.2025. Technical and Financial Bids have to be submitted in the prescribed form as per **Annexure-I for Technical Bid and Annexure III for Financial bid** along with Bid Security Declaration.

1.1 Scope of Work

1. The Visa Center in Mogadishu will be staffed by the local official of the High Commission to process and approve applications. A representative from the courier company will be present at the Visa Center to collect the applications directly from the applicants.
2. Each applicant will pay a fixed, pre-negotiated courier fee to the courier representative at the time of submitting their application at the Visa Center. This fee will cover delivery to HCI Nairobi and return to Mogadishu.
3. At the end of each day, the courier representative will dispatch all collected applications together to HCI Nairobi.
4. Once HCI Nairobi processes the applications, the courier company will return all documents to the Visa Center in Mogadishu, where applicants can collect their passports and visas.

Requirement:

1. An end to end courier service for dispatch and delivery of documents from the Visa Center in Mogadishu to the High Commission of India (HCI) in Nairobi and back on a daily basis. Approximately 30 applications will be dispatched daily at a fixed, pre-negotiated courier fee paid directly by each applicant at the time of depositing approved application to courier representative, stationed at the visa center in Mogadishu.
2. In case of end to end courier service for dispatch and delivery of documents from Mogadishu to HCI, Nairobi and back, all the documents will have to be picked up from the **premises/address specified in Mogadishu which may be changed as and when required** for safe delivery of documents to premises of HCI, Nairobi. **A bidder will have to station one of its representatives at the Visa Center during the business hours of the week.**
3. **Courier representatives will collect the** documents from the **Visa Facilitation Centre, Mogadishu** and do all other formalities thereafter relating to booking / processing (whether online/offline), documentation / generation of Air Waybill (AWB) etc. and any other ancillary/incidental work along with safe transportation for onward dispatch to HCI, Nairobi will be completed by the Bidder. Same process will be repeated for dispatch from HCI, Nairobi to Mogadishu.
4. The Proof of Delivery (POD) will have to be obtained on the delivery with valid seal and

signature with date of the authorized concerned person and POD has to be submitted to HCI.

1.2 Submission of Bids in two parts – Technical and Financial Bid

Tender have been invited under two-bid system i.e. Technical Bid and Financial Bid. The interested bidders are advised to submit both Technical and Financial bid in different envelopes, with these two envelopes kept in a third bigger envelope.

1.3 Basic Eligibility Criteria

1.3.1 The Technical Bid to be submitted in a sealed envelope in the format as given in Annexure-I, shall contain the following documents, duly self attested, in the absence of which tender Bid shall be summarily/out rightly rejected and will not be considered any further:

1.3.1.1 The copy of KRA number of the bidding firm.

1.3.1.2 Bidder has to submit “Bid Security Declaration” as per Annexure – IV.

1.3.1.3 The minimum annual turnover of the bidder during the last 03 years should be **10 million USD.**

Part - I Technical Bids

The Bidder should fulfill the following technical specifications:

1.3.2 The Registered Office or one of the Branch Offices of the Bidder Company should be located both in Nairobi & Mogadishu.

1.3.3 Bidder should have at least three years experience in providing courier service to private and/or public sector Company/Banks and Government Departments etc for the work of End to end courier service.

1.3.4 The company/bidder having experience of handling the documents of Govt. bodies or any Foreign Mission/Post located in Kenya and Somalia may separately mention so. Preference would be given to such bidder in case of tie after assessment of the financial bid among the competing bidders.

1.3.5 Bidder should have its own Bank Account in a Scheduled Bank.

1.3.6 Non compliance with any of the above conditions by the Bidder Company will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

i) Technical Bids of only those Bidders shall be opened who have not withdrawn their Bids. However, the HCI reserves the right to call for additional information from the Bidders to fully establish their eligibility. Such information should be submitted within the time frame as set by the HCI, otherwise the Bid may not be considered for further evaluation.

ii) Technical Bids will be evaluated to examine the eligibility of the Bidders as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected.

Part -II Financial Bid

1.3.7 The financial bid to be submitted along in a sealed envelope as mentioned in para 1.2. The financial bids will be opened on a specified date only for those bidders who will be qualified in technical bid. Maximum two representatives of each of the bidders would be permitted to be present at the time of the opening of the tender.

1.3.8 The bidder shall bear all costs associated with the preparation and submission of its bid. HCI will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

1.3.9 HCI will not be responsible for any delay in obtaining the terms and conditions of the tender or submitting of the tender document.

1.3.10 The offers submitted through **fax/email or any manner other than specified under Clause 1.2** will not be considered for bidding process and shall be summarily rejected. No further correspondence will be entertained on this matter.

1.3.11 HCI may waive any minor infirmity or non-conformity in a bid, provided such waiver does not prejudice or affect the relative ranking of any bidder.

1.3.12 The Estimated Tender Value is of USD 25,92,000/- approx.

1.4 Bid Security Declaration Form:

1.4.1 The Bidder shall furnish a Bid Security Declaration form to Sh. Amardeep Kumar Barnwal, SS (Head Of Chancery), High Commission of India, UN Crescent, Gigiri Nairobi, failing which the bids will not be considered. The sample copy of the Bid Security Declaration Form is given at Annexure - IV of this tender document.

1.4.2 The amount of Bid Security is 2% of the Estimated Tender Value calculated on annually i.e., **USD 8,64,000/-**.

1.5 Submission of Technical Bid and Financial Bid:

1.5.1 The Bids will be **opened at High Commission of India, UN Crescent, Gigiri Nairobi**, and should be valid for a minimum period of 90 days after the due date of opening.

1.5.2 Conditions mentioned in the tender of bidders will not be binding on HCI. If any specific condition is to be accepted it should be specifically mentioned in the tender itself.

1.5.3 Submission of Financial Bid

1.5.4 The rates should be quoted in USD, inclusive of all applicable taxes for the work of **end to end courier service for dispatch and delivery of documents from Mogadishu to HCI, Nairobi and back**. No separate expenditure in any form (customs, demurrage charges etc.) will be paid by High Commission of India for the work of end to end courier service for dispatch and delivery of documents from Mogadishu to HCI, Nairobi and

back.

1.5.5 **The unit rates per application are to be quoted** with applicable taxes for end to end transportation of the documents for each of the station, viz. Nairobi and Mogadishu separately. In case of any mishandling, pilferage, damage, short delivery, wrong delivery or loss of documents, **Bidder will be penalized at the following rates:**

(i) For loss of passport : Bidder will pay the charges for renewal of passport and the courier fee charges of the application.

(ii) For loss of other documents : Bidder will pay 150 % of the courier fee charges of the application.

1.6 Evaluation of Technical Bids

1.6.1 The **Technical Bid** subject to fulfilling the Eligibility Criteria only will be opened in the first instance in the presence of Bidder's representative. In case the Technical Bid is not accompanied by listed documents, the bid will be summarily rejected and the Financial Bid of such bidder shall not be opened. Financial bids of only those bidders, whose documents as above are found in order, will be opened on a specified date. Maximum two representatives on behalf of each Bidder would be allowed to attend the opening.

1.6.1.1 The technical evaluation shall be based on the following criteria:

a) Operational/handling facilities available at Cargo terminal (Max. of 45 marks).

(i) Company/ bidder having no operational /handling facilities at Cargo terminal of JKI Airport, Nairobi or AAI Airport, Mogadishu **(20 marks)**.

(ii) Company/ bidder having operational /handling facilities available either at Cargo terminal of JKI Airport, Nairobi or AAI Airport, Mogadishu **(30 marks)**.

(iii) Company/ bidder having operational /handling facilities available at Cargo terminal of JKI Airport, Nairobi and AAI Airport, Mogadishu **(45 marks)**.

b) Qualification and experience of the company/bidder proposed for this project (max. of 30 marks):

(i) 3-5 years of experience – 10 marks

(ii) 6-10 years of experience – 20 marks

(iii) above 10 years of experience – 30 marks

1.6.1.2 Minimum Criteria for qualification in technical bid: Bidder should score minimum of 50 marks.

1.6.1.3 Evaluation of Financial Bids

1.6.1.4 The financial bid of only those bidders will be opened who have qualified the technical bid.

The unit rates per application are to be quoted with applicable taxes for end to end transportation of the documents for each of the station, viz. Nairobi and Mogadishu separately.

1.6.1.5 L-1 will be the bidder whose quote will be lowest.

1.6.1.6 HCI shall however not bind itself to accept the lowest and/or any bid and reserves the right to accept and/or reject any bid, wholly or in part, without assigning any reason.

1.7 Validity

1.7.1 The rates quoted by the successful bidder shall be valid for a period of three years after the award of the contract in the first instance. The contract may be extended for a further period of maximum one year depending upon the need of the project, provided the requirement of the Mission for courier services persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of service. The Mission, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected service providing Company.

1.8 Performance Guarantee/security

- 1.8.1 The successful bidder who is awarded the contract shall deposit Performance Security at the time of entering into the contract and will be valid for a period of 60 days beyond the date of completion of all contractual obligations for **an amount equivalent to three percentage (3%) of the value of the actual contract value** to ensure due performance of the contract. The Performance Security may be furnished in the form of an account payee Demand Draft/Pay Order Receipt from a Scheduled Bank, Bank Guarantee from a Scheduled Bank in favor of "**High Commission of India, Nairobi**", safeguarding the interest of High Commission of India in all respects.
- 1.8.2 On due performance and completion of the contract in all respect, the performance security will be returned to the Agency/Firm/Company without any interest on presentation of an absolute "**No Demand Certificate**" from the Agency/Firm/Company and upon return in good condition of any specification, sample or other property belonging to High Commission of India, which may have been issued to the Agency/Firm/Company for carrying out work.

1.9 Payment

- 1.9.1 As the payment is being made by the service seeker/applicant, bidder's representative will directly charge and collect the payment from the service seeker at Visa Facilitation Centre (VFC) for two way, i.e., for dispatch and delivery of documents from VFC, Mogadishu to HCI, Nairobi and back.

1.10 Penalty

- 1.10.1 The documents must be dispatched within 24 hours of receiving. However, if the documents are delayed by more than 48 hours (in exceptional circumstances) of receiving the documents for **any destination** by bidder, **complete courier charges for that particular documents will be recovered from the bidder's company.**
- 1.10.2 Any extra expenditure for getting the work done from other empanelled bidders / open market due to the failure of the bidder to provide support within the scheduled time will be recovered from the bidder through Security deposit or pending bills or other dues if any or by raising claims.

1.11 General terms and Conditions

- 1.11.1 Any Bidder who does not accept the contract after award in their favors would be debarred for future participation in HCI tender bids for a period of 3 (Three) years.
- 1.11.2 The bidder should not assign or sublet the empanelment or any part to any other party in any form. There should not be any involvement of third party in completion of assigned work at any point/time.

1.12 Miscellaneous

- 1.12.1 Any effort by a bidder to influence HCI's bid evaluation process, bid comparison or contract award decisions is liable to result in the rejection of the bid.
- 1.12.2 HCI reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s), of any obligation to inform the affected bidder(s) of the grounds for HCI's action and without assigning any reasons.
- 1.12.3 **Printed terms and conditions of the bidders will not be considered as forming part of the tender.** Any award of the contract to successful bidder is exclusively subject to the terms of this tender only.
- 1.12.4 HCI may, by one month advance written notice to the selected Bidder, terminate the work order and/or the Contract, in whole or in part at any time at its convenience.

- 1.12.5 The decision of HCI arrived at as above will be final and no representation of any kind will be entertained on the above.
- 1.12.6 All panel bidders automatically agree with HCI for honoring all aspects of fair trade practices in executing the orders placed by HCI.
- 1.12.7 Any other terms & condition, mutually agreed to prior to finalization of the contract shall be binding on the selected bidder.
- 1.12.8 HCI reserves the right to modify and amend any of the above stipulated condition/criteria depending upon project priorities vis-a-vis urgent commitments. HCI also reserves the right to cancel this tender without assigning any reason therefore.

2 Force Majeure

- 2.1.1 Force majeure clause shall mean and be limited to the following in the execution of the contract/purchase orders placed by HCI:-
- War / armed hostilities.
 - Riots or Civil commotion.
 - Earthquake, flood, tempest, lightning, pandemic declared by WHO or other natural disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the bidders, which prevents or delays the, execution of the order by the supplier.

2.2 Termination for default

- a) Default on the part of bidder is said to have occurred
- (i) if the bidder fails to deliver any or all of the services within the time period(s) specified in the **work order** or any extension thereof granted by HCI.
- (ii) if the bidder fails to perform any other obligation(s) under the contract / Agreement.
- b) If the bidder does not take remedial steps within 15 days after receipt of the default notice from HCI, HCI may terminate the contract / work order in whole or in part.

2.3 Applicable law

The contract and work order shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings.

2.4 Arbitration and Jurisdiction

- a) 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 2.2, shall be referred to arbitration.
- b) Disputes shall be settled in accordance with the United Nations Commission on

International Trade Law (UNICITRAL). The venue of arbitration shall be Nairobi, Kenya.

TECHNICAL BID

Technical Bid for end to end courier service for dispatch and delivery of documents from Mogadishu to HCI, Nairobi and back.

Technical Bid shall contain the following self attested recently updated latest documents in the absence of which the tender bid shall be summarily or out rightly rejected:

| | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | Name of the Bidder (Attach certificates of registration with a brief profile of the company) | |
| 2. | Name of Proprietor/Director of Company | |
| 3. | Full address of Registered Office with Telephone No., FAX and E-Mail | |
| 4. | Full address of operating/ Branch Office with Telephone no., FAX and E-Mail. | |
| 5. | Banker of the bidder with full address (Attach certified copy of statement of A/C for the last three years) | |
| 6. | KRA No. (Attach self attested copy) | |
| 7. | Tax registration No. with certificate issued by Tax, Department (attach self attested copy). | |
| 8. | Give details of the major similar contracts/assignments in providing courier service by the bidder on behalf of Private Sector Company/PSUs/Banks and Government Departments during the last three years. (attach attested copy of work orders). | |
| 9. | Affidavit stating that the company is / has not been blacklisted by Central/State Government / PSU (attach copy) in the last three years nor should have any litigation pending with any of Government Departments. | |
| 10. | Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-II) | |
| 11. | List of other clients | |
| 12. | Bid Security Declaration Form – Annexure - IV | |

Signature of authorized person:

Name:

Designation with Seal:

Telephone No.:

Date:

Place:

DECLARATION

I, _____ Son/ Daughter/ Wife of
Shri _____ Proprietor/Director, authorized signatory of the
Company, mentioned above, is competent to sign this declaration and execute this tender

document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides entailing liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

FINANCIAL BID

(To be submitted separately along with Technical bid)

Lump-sum cost per application rate (including two way charges from VFC, Mogadishu to HCI, Nairobi and back) assuming the weight of each application being less than 0.5 kg.

Bid Securing Declaration Form

Date:.....

Tender No.....

To (insert complete name and address of the purchaser)

I, The undersigned, declare that:

I understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I accept that I may be disqualified from bidding for any contract with the Ministry for a period of one year from the date of notification if I am in a breach of any obligation under the bid conditions, because I

- a) have withdrawn proposal during the validity period specified in e-Tender document, or
- b) do not respond to request for clarification of its Proposal/substandard works, or
- c) fail to provide required information during the evaluation process or is found to be non-responsible, or
- d) fail to sign the Agreement in time as per schedule; or furnish the Performance Security, in accordance with the instructions to Bidders.

I understand this Bid Securing Declaration shall cease to be valid if I am not the successful Bidder, upon the earlier of (i) the receipt of Ministry's notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my Bid.

Signed: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated onday of..... (insert date of signing)

Corporate seal (where appropriate)