No. NAI/Estt/872/24/2026
High Commission of India
Nairobi

TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

The President of India acting through the High Commission of India in Nairobi (Kenya) requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for renovation/repair of Diplomatic Property of High Commission of India, Nairobi (Kenya). The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Mr. Amardeep K. Barnwal, Head of Chancery, High Commission of India, Nairobi (Kenya), UN Crescent, Gigiri, Nairobi; email- hoc.nairobi@mea.gov.in on or before 1730 hrs on **14 December 2026.** The detailed tender document along with its annexures may be downloaded from Central Procurement Portal https://eprocure.gov.in/epublish/app or also the official website of the High Commission of India, Nairobi (Kenya) at https://www.hcinairobi.gov.in (tenders).

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the High Commission of India, Nairobi (Kenya) for comprehensive renovation of 03 flats (no. 12, no. 06 and no. 08) at Highridge Residential Complex, Wangapala Road, Parklands – diplomatic property of the High Commission.

3. Location and description of Property:

Highridge Residential Complex, Wangapala Road, 5th Parklands, Nairobi (Kenya).

4. Scope of Work:

Attached at Section IV (to be read with Annexure-I)

5. Period of Completion: 180 days (60 days per flat).

Note: The bidders are advised to take note that the three flats proposed for renovation will not be available simultaneously. Initially, Flat No. 12 will be made available for renovation immediately upon completion of tendering process. Thereafter, Flat No. 06 will be handed over to the successful contractor upon completion of the renovation work in Flat No. 12. Once renovation work is completed in Flat no. 06, Flat no. 08 will be handed over to the successful bidder for renovation work.
Accordingly, bidders shall factor the staggered availability of the flats and the consequent execution schedule while quoting their rates. The rates quoted shall remain firm and fixed for the entire period of execution, and no escalation or increase in rates shall be admissible on account of inflation, increase in the cost of materials, labour, transportation or any other factor arising from the staggered availability of the flats or otherwise.

6. Site visit: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1430 hrs to 1700 hrs after prior appointment with Mr. Amardeep K. Barnwal,

Head of Chancery, High Commission of India, Nairobi; email- hoc.nairobi@mea.gov.in /adm.nairobi@mea.gov.in / adm2.nairobi@mea.gov.in .

7. Submission: The proposals (bids) should be submitted in two parts: (**i**) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (**ii**) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is 1730 hrs on **14 December 2026** in the office of Mr. Amardeep K. Barnwal, Head of Chancery, High Commission of India, Nairobi; email- hoc.nairobi@mea.gov.in /adm.nairobi@mea.gov.in / adm2.nairobi@mea.gov.in. Technical bids will be opened at **1500 hrs** on **16 December 2026** in the High Commission of India, UN Crescent, Gigiri, Nairobi. All pages of the submission document must be signed by authorised signatory.

Important Dates	
Published date	**20 November 2026**
Bid document download start date	**20 November 2026**
Bid submission start date	**20 November 2026**
Site visit dates	**23 November to 08 December 2026** ***(Only on working days from 1430 hrs to 1700 hrs after prior appointment)***
Pre-Bid meeting [if required]	**27 November 2026 at 1100 hrs (High Commission of India, UN Crescent, Gigiri)**
Bid submission end date	**14 December 2026 (17:30 hrs, Nairobi Time)**
Date of Technical Bid opening	**16 December 2026 (1500 Hrs)**

(Amardeep K. Barnwal)
Head of Chancery
High Commission of India, Nairobi
e-mail ID: hoc.nairobi@mea.gov.in

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TENDER FOR SELECTING CONTRACTOR FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : **Invitation to Tender**

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

Document I – S- V : Bid Security Declaration (Section –VIII)

Document I – S-VI : Draft Contract Agreement (Section – X)

B. Financial Bid Documents:

Document II **:** Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III **:** Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV **:** Standard formats for Bank Guarantee for Earnest Money Deposit (EMD) (Section VII)**/ Bid Securing Declaration (BSD) (Section-VIII)**/Bank Guarantee for Performance Security (Section-IX)

***** Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – The self-attested copies of these documents are to be supplied by the bidder.

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

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TENDER FOR SELECTING CONTRACTOR
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Invitation to Tender

1. The President of India acting through the High Commission of India in Nairobi invites Lump-sum Fixed Price Tender for Comprehensive Renovation of three (03) flats at Highridge Residential Complex, Wangapala Road, Parklands, High Commission of India, Nairobi. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

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

2. The last date of submission of sealed bids is 1730 hrs on **14 December 2026** in the office of Mr. Amardeep K. Barnwal, Head of Chancery, High Commission of India, Nairobi; email- hoc.nairobi@mea.gov.in /adm.nairobi@mea.gov.in / adm2.nairobi@mea.gov.in. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened at **1500 hrs** on **16 December** in the High Commission of India, Nairobi.

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

5. Eligibility Criteria:

5.1 Permit: The Tenderer/Company should have valid permit/registration from competent local authorities for carrying out renovation work in the Diplomatic property of the High Commission of India.

5.2 Similar work: The Tenderer/Company must have satisfactorily completed (i) one similar work of the value of **Kenyan Shillings 7,536,000/-** or (ii) two similar works of value of **Kenyan Shillings 4,710,000/-** or (iii) three similar works of value of **Kenyan Shillings 3,768,000/-.** Similar works means construction/renovation of residential buildings, Hotels, Shopping Malls, Apartment Complex, etc. Satisfactory certificates along with relevant documents should be submitted.

5.3 Bank Solvency: Certificate of Solvency for amount of **Kenyan Shillings 3,768,000/-** certified by a reputed commercial bank of Kenya. The certificate should not be older than six months.

5.4 Annual Turnover: The annual turnover of the tenderer should be equal to or more than **Kenyan Shillings 4,710,000/-**during the immediate last three consecutive financial years. A certificate to this effect, certified by a reputed C.A. should be submitted.

5.5 Profit-Loss: The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year. A certificate to this effect, certified by a reputed C.A. should be submitted.

6. Defects Liability Period: Defects Liability Period will be twelve months from date of successful handing over of each flat after renovation. Contractor shall be bound to remove/ rectify / replace any defects / defective work or equipment which is noticed during defects liability period at his own risk and cost. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the High Commission of India, Nairobi shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the High Commission of India, Nairobi. In case of defect/fault for any part, the Contractor shall undertake to replace/repair the same within stipulated time. In the event of different defect liability periods/ warranty period being applicable to different sections or parts or equipment incidental to works, the expiration of defect liability period/ warranty period shall be the latest of such periods.

7. Performance Security: 5% of the contract value as Performance Security, valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of defect liability period of complete work, shall be submitted within 7 days of issue of the Letter of Intent. The acceptable forms of Performance Security are [Insurance Surety Bond] Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee] from a Commercial Bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The Bank Guarantee shall be unconditional. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Bank Guarantee is attached).

8. Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

9. Commencement: Commencement of the works shall be effected within Seven (07) days from the date of issue of award of work. Such 07 days period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works will be **180 days** calculated from the date of commencement of works i.e. 60 days for each flat (no. 12, no. 06 and no. 08).

11. Retention Money: 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released after 30 days of practical completion (i.e. upon completion of renovation work at all 03 flats) on the basis of certificate submitted by the Contractor and satisfied by the High Commission of India, Nairobi and remaining 50% released at the end of Defect Liability period.

12. Dispute Resolution:

12.1 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, shall be referred to arbitration.

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

12.3 The Arbitration will have its sittings in High Commission of India, Nairobi.

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

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

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

Mr. Amardeep K. Barnwal
Head of Chancery

Address: High Commission of India,
(UN Crescent, Gigiri, Nairobi)

Email : hoc.nairobi@mea.gov.in

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High Commission of India
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TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity/Bill of Quantity
Section - VI	:	Form of Bid
Section - VII	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.
Section-VIII	:	Bid Securing Declaration (BSD)

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

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

1.3 **Cost of Tendering** – The High Commission of India, Nairobi will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit (EMD)/Bid Securing Declaration (BSD)–

1.4.1 The bidder shall submit Bid Security amounting to KSh 188,000/- in any of the following acceptable forms: (i) Insurance Surety Bond; (ii) Account Payee Demand Draft; (iii) Fixed Deposit Receipt from a Commercial Bank; (iv) Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank, as per the attached prescribed format; (v) online payment to the bank account of the High Commission of India, Nairobi, in an acceptable form; **or**
(vi) Bid Securing Declaration (Section-VIII).

1.4.2 The Bid Security shall be valid for a period of forty-five days beyond the final bid validity period. It should be refunded to the successful bidder on receipt of Performance Security.

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

1.4.4 Technical Bids of only those bidders, who have submitted EMD/BSD shall be opened for evaluation.

1.5 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

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

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

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

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

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

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

1.7 Tender and Schedule of Quantities

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

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

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

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

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

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

1.9 Errors and Rectification:

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

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

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

1.9.4 If the bidder does not accept the corrected amount, the tender may be rejected and EMD, if any, may be forfeited.

1.10 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with 'Tender for selecting contractor for comprehensive renovation of three flats at highridge residential complex, High Commission of India, Nairobi' which shall have the following three sealed envelopes inside:

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

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

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "***Financial Bid***".

1.10.1 The last date of submission of sealed bids is 1730 hrs on **14 December 2026** in the office of Mr. Amardeep K. Barnwal, Head of Chancery, High Commission of India, Nairobi; email: hoc.nairobi@mea.gov.in / adm.nairobi@mea.gov.in /adm2.nairobi@mea.gov.in.

1.10.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Nairobi to all Bidders. Tenders received after this date will not be considered.

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

1.10.4 The tender forms shall be neatly filled in ink or typed. No tender filled in pencil will be considered. The tender shall be signed, dated and duly witnessed in all places provided for in the documents. All corrections/deletions/scoring out/over writing shall be signed. Any correction made in the tender documents by the bidder shall be made in ink only and not by using correcting fluid, and should duly be authenticated. Every page of the tender shall be signed by the bidder, and submitted back as a token of accepting the laid down terms and condition. The bidder shall sign all schedule forming part of the tender.

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

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

1.13 Clarification: Any further information or clarification which the Bidder may require in order to complete his bid, may contact Mr. Amardeep K. Barnwal, Head of Chancery, High Commission of India, Nairobi; email- hoc.nairobi@mea.gov.in /adm2.nairobi@mea.gov.in /adm.nairobi@mea.gov.in.

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

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

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

1.16.1 If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Nairobi.

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

1.16.3 If there is evidence of collusion between Bidders.

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

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

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

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

1.19 No escalation of price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

1.20 Payments:

1.20.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the High Commission of India, Nairobi.

1.20.2 Bidder should submit the 33.33% (1/3rd of bid amount) payment invoice after completion of renovation work at each flat. Upon receipt of the invoice, High Commission of India, Nairobi will settle it within 15 working days provided the invoice is in order and the work is done as per scope of work mentioned in the tender document and agreement signed between successful bidder and High Commission of India, Nairobi.

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

1.20.4 The decision of High Commission of India, Nairobi in this regard is final.

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

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Section-II

2. Introduction and Credentials of Bidder

(**To be submitted by the bidder**)

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

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Section-III

3. Terms and Conditions of Contract

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

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

3.3 Period of completion for the work is 180 days calculated from the date of commencement of works i.e. 60 days for each flat (no. 12, no. 06 and no. 08).

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

3.5 **Defects Liability Period** will be twelve months from date of successful handing over of each flat after renovation. Contractor shall be bound to remove/ rectify / replace any defects / defective work or equipment which is noticed during defects liability period at his own risk and cost. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the High Commission of India, Nairobi shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the High Commission of India, Nairobi. In case of defect/fault for any part, the Contractor shall undertake to replace/repair the same within stipulated time. In the event of different defect liability periods/ warranty period being applicable to different sections or parts or equipment incidental to works, the expiration of defect liability period/ warranty period shall be the latest of such periods.

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

3.7 **Commencement date of work** shall be counted from the 07 days of Issue of Letter of Award.

3.8 **Payment:** All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the High Commission of India, Nairobi. Bidder should submit the 33.33% (1/3rd of bid amount) payment invoice after completion of renovation work at each flat. Upon receipt of the invoice, High Commission of India, Nairobi will settle it within 15 working days provided the invoice is in order and the work is done as per scope of work mentioned in the tender document and agreement signed between successful bidder and High Commission of India, Nairobi.

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

3.10 **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. The equipment used should have proper warranty.

3.11 **Non-completion of work/Unsatisfactory work:** In case of non-completion of work within stipulated time or within approved extended time or unsatisfactory work not as per the agreement, the High Commission of India shall be at liberty to confiscate the retention money, performance security and any other dues of the Contractor.

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

3.13 Extension of Time (EoT): Any period within which a Party shall, pursuant to the Agreement, complete any action or task, shall be extended for a period to the time during which such Party was unable to perform such action as result of any reason not attributed to the said party. Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing to the High Commission of India, Nairobi within 05 days of the happening of the event causing delay along with the reasons causing unavoidable delay. Such request shall, however, be made not later than three months prior to the stipulated date of completion in respect of all hindrances encountered till then. For subsequent hindrances the request for extension of time shall be submitted not later than 10 days prior to the stipulated date of completion or previously extended date of completion. While requesting for extension of time at any stage, the Contractor may also, if practicable, indicate the period for which extension is desired. The contractor shall nevertheless use constantly his best endeavours to prevent or make good the delay. In case of delay not attributed to either part, no compensation will be paid by either party to the other party.

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

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

3.16 **Validity of the Contract:** The work Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, to not be later than for a period of 1.5 year.

3.17 **Additional Work:** High Commission of India, Nairobi shall not allow any claims for additional work performed by contractor unless the additional work is authorized by High Commission of India, Nairobi in writing prior to the performance of the additional work or the recurrence of additional expenses. Any additional work authorized by High

Commission of India, Nairobi shall be compensated at a rate mutually agreed to by the parties.

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

a) If the work does not begin as per commencement date, without prior notification.

b) If Contractor or an employee of the company does not work in accordance with the instructions of High Commission of India as per the contract.

c) If the contractor or High Commission of India materially violate principal terms of the contract.

d) If the finished work differs from the scope of work and specifications, without the consent of High Commission of India.

e) If contract is terminated because of High Commission of India's non-performance of contract, High Commission of India shall reimburse to the contractor the amount for completed work. If contract is terminated because of contractor's non-performance of contract, Contractor shall reimburse the amount already received from the High Commission of India, Nairobi.

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No. NAI/Estt/872/24/2026
High Commission of India
Nairobi

TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Section-IV

SCOPE OF WORK

Introduction:- Scope of work given below is tentative. The bidder may inspect the site and understand the full scope of work. They may add any other item required to complete the work. Their quote on form of tender should include the cost of complete work which includes the scope of work mentioned below and also the additional item of work which they feel necessary for completion of the work. The bids shall be compared based on final amount mentioned on **Form of tender.**

Detailed Scope of Work for renovation of flat no. 12, 06 and 08

SN	Location	Renovation Work
1.	Front entrance porch (18.67 sqm)	• Demolition/removal of existing tiling • Water proofing • Screeding • Installation of new floor tiles
2.	Living room and bedroom floors (60.16 sqm)	• Removal of wooden floor • Water proofing • Screeding • Installation of new floor tiles/SPC flooring
3.	Kitchen (12.76 sqm)	• Demolition of existing kitchen counters, fittings and floor tiles • Water proofing • Screeding • Installation of new floor tiles • Installation of new kitchen counters • Installation of prefab cabinets • Installation of single bowl single drain sink with mixer tap • Installation of extractor fan • Provision of electric/plumbing connections for the following electric appliances: Fridge, Microwave, Cooking Range, RO water filter, undersink water heater, Mixer-Grinder, etc. .
4.	Ground floor and first floor washrooms (8.09 sqm)	Ground floor washroom: • Demolition of existing tile floor and wall tiles • Water proofing • Screeding • Installation of new floor tiles and wall tiles /SPC • Provision of shower cubicle • Replacement of existing fittings with new sanitary fittings including instant water heater shower, sink, mirror, toilet seat, tissue holder, soap holder, towel rail, shelves, etc. • Replacement of existing door with new door along with lock and handle

		First floor washroom: • Demolition of existing tile floor and wall tiles • Demolition of wall between washroom and toilet • Water proofing • Screeding • Installation of new floor tiles and wall tiles /SPC • Provision of shower cubicle • Replacement of existing fittings with new sanitary fittings including instant water heater shower, sink, mirror, toilet seat, tissue holder, soap holder, towel rail, shelves, etc. • Replacement of existing door with new door along with lock and handle
5.	Wardrobes (04)	• Installation of new wardrobes with high MDF wood finish in both bedrooms with locks and handles
6.	Doors (06+02)	• Replacement of existing 06 doors with flush door with locks and handles (02 bedroom doors + 1 store room door + 2 living room doors + 1 kitchen door) with locks and handles • Replacement of existing front and back security grill doors with new metal doors with locks and handles
7.	Windows (19.36 sqm)	• Removal of existing windows and anti-mosquito wiremesh frames – total 07 windows (2 in bedrooms + 1 in living room + 1 in kitchen + 2 in bathrooms + 1 in store) • Reducing the sizes of window spaces • Installation of new aluminium /PVC sliding windows along with mosquito sliding net in-built • Removal of existing curtain rods and wooden structure • Installation of new curtain rods
8.	Stairs and corridors (18.13 sqm)	• Removal of existing tiles • Water proofing • Screeding • Installation of new tiles/SPC
9.	Store room (7 sqm)	• Removal of existing tiles • Water proofing • Screeding • Installation of new tiles/SPC • Installation of wooden shelves • Replacement of rear door of the store room with a small window
10.	Creation of a balcony (8.07 sqm)	• Installation of an entrance door between master bedroom and balcony • Water proofing • Screeding • Installation of floor tiles /SPC • Installation of glass balustrade / Metal railing of 1.2 meter
11.	Paint work (internal and external)	• Full paint work – internal as well as external with water proofing, replacement of damaged roof tiles
12.	Renovation of backyard washing area	• Installation of new roof • Water proofing • Screeding • Installation of new floor tiles and wall tiles • Plumbing and electric work

13.	Plumbing works	• Removal of all existing plumbing structure / accessories • Installation of new PPR piping • Installation of new water taps • Water boosting system • New drainage works • Independent Water supply system: should not be linked with other adjacent flats • Installation of new overhead water tank
14.	Electrical works	• Removal of all existing electrical fitting and wires • Removal of electric meter and accessories • Installation of new electric meter, MCB etc. (In a meter box outside the flat) • Installation of centralized AVS • Installation of new electrical fittings and wires • Installation of universal sockets and switches • Independent electricity supply system: should not be linked with other adjacent flats • Installation of lights

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TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Section-V

For Schedule of Quantity/Bill of Quantity prescribed proforma, please refer to Annexure-I (*click here to download; in case of any difficulty, please contact us on adm2.nairobi@mea.gov.in*). It is mandatory for the bidders to submit Schedule of Quantity in the prescribed proforma. If there is any additional item required for completion of the work, the same may be added by the bidder with full nomenclature of the item.

Note: Please also refer to Section-I of the document.

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

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

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

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

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High Commission of India
Nairobi

TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION/REPAIR OF DIPLOMATIC PROPERTY OF THE HIGH COMMISSION OF INDIA, NAIROBI

Section-VI

Form of Tender

(**To be submitted by the bidder**)

To: Mr. Amardeep K. Barnwal, Head of Chancery
High Commission of India, Nairobi

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: _____(Amount)_____exclusive of VAT.\

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

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

Signature:

Name:

in the capacity of -------

duly authorized to sign tenders for and on behalf of

Address:

Date:

No. NAI/Estt/872/24/2026
High Commission of India
Nairobi

TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Section-VII

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....
Brief description of contract: *Comprehensive Renovation of three flats at Highridge Residential Complex, High Commission of India, Nairobi.*
Name and Address of Beneficiary: High Commission of India, Nairobi, UN Crescent, Gigiri, Nairobi.

Date:

Whereas M/s (**Name of Contractor with address**)_____ have submitted their tender for *Comprehensive Renovation of three flats at Highridge Residential Complex, High Commission of India, Nairobi* and one of the tender conditions is for the M/s (**Name of Contractor with address**) _____to submit a Bank Guarantee for Earnest Money Deposit amounting to Kenyan Shilling 188,000/-. 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 **Kenyan Shilling 188,000/-**.

2. This guarantee is valid for a period of forty-five days beyond the final bid validity period and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to Kenyan Shilling 188,000/-.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____up to forty-five days beyond the final bid validity period and claims under this guarantee should be submitted not later than (**from date of expiry**)_____.

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

Date: Place:
Name: Signature:

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Nairobi

TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Section-VIII

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

Bids Securing Declaration

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

Date: Place:
Name: Signature:

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Nairobi

TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Section-IX

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....
Brief description of contract: *Comprehensive Renovation of three flats at Highridge Residential Complex, High Commission of India, Nairobi.***.**
Name and Address of Beneficiary: High Commission of India, Nairobi, UN Crescent, Gigiri, Nairobi.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : Comprehensive Renovation of three flats at Highridge Residential Complex, High Commission of India, Nairobi, and one of the tender conditions is for the M/s (**Name of Contractor with address**)_____ to submit a Bank Guarantee for Performance Security (5% of contract value) amounting to ___ (***To be indicated in local currency by calculated as 5% of the contract value***). In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (***To be indicated in local currency calculated as 5% of the Contract Value***).

2. This guarantee is valid for a period of **60 Days beyond the date of the completion of all contractual obligations of the contractor under the contract** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (***To be indicated in local currency calculated as 5% of the Contract Value***)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____up to the (**date should be 60 days after the date of completion of work**) _____and claims under this guarantee should be submitted not later than (**from date of expiry**)_____.

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

Date: Place:
Name: Signature:

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High Commission of India
Nairobi

TENDER FOR SELECTING CONTRACTOR
FOR COMPREHENSIVE RENOVATION OF THREE FLATS AT HIGHRIDGE RESIDENTIAL COMPLEX, HIGH COMMISSION OF INDIA, NAIROBI

Section X

Draft Contract Agreement

This agreement is made the _ day of _ (month) 2026 between the President of the Republic of India acting through Mr. Amardeep K. Barnwal, Head of Chancery of High Commission of India, Nairobi

And

M/s (Name & Address of Contractor) signed by (Name of authorized signatory) under the seal of (Company/contractor name)

FOR

Comprehensive renovation of three flats at Highridge Residential Complex, High Commission of India, Wangapala Road, Parklands, Nairobi.

2. The High Commission of India, Nairobi & the Contractor agree as follows:

2.1 In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2.2 The following documents from the successful bidder shall be deemed to form and be read and construed as part of this Agreement:-

- The Letter of Tender issued vide No._ dated_.
- Document I – S-I : Instruction to Bidders (Section-I)
- Document I – S-II : Introduction and Credentials of Bidder (Section-II)*
- Tender Document I-S III Terms and conditions of Contract (Section III)
- Tender Document I-S-IV - Scope of work (Section IV)
- Tender Document: Document III - Financial bid letter (lump sum fixed price quoted on this form)
- Tender Document: Document IV - Standard formats for Earnest Money Deposit/Bid security Declaration/ Guarantee, etc.
- Copy of Performance Security for Kenyan Shilling --------
- The letter of award of work issued by the High Commission of India vide No-------- dated _ to the contractor
- The Letter of Acceptance issued vide No.___ dated _.

3. The accepted Contract Value is (Amount in Kenyan Shilling) (Amount in words...._)

4. In consideration of the payments made by the High Commission of India, Nairobi to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the High Commission of India, Nairobi to execute and complete the work and remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The High Commission of India, Nairobi hereby covenants to pay the Contractor in consideration of the execution and completion of the work and remedying of defects therein the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Demolition Waste - The Contractor/Company acknowledges that demolition waste is property of the High Commission of India, Nairobi. The Contractor will remove all Demolition Waste as desired by the High Commission of India, Nairobi, and dispose-off in keeping with local regulations.

7. Site Access: The High Commission shall provide to the Contractor suitable access to the site of property between 9.00 AM and 6.00 PM.

8. Security - The High Commission of India, Nairobi agrees the Security Risk for the property shall be with the Owner who is solely responsible for security of the site unless otherwise agreed in writing.

9. Insurance - The Contractor has full responsibility for safety and security of the workers etc. i.e., Public Risk, Workers Compensation and Contractors All Risk Insurance. The High Commission would not be responsible in any way for this.

10. Contractor is liable for damages in work area:

i) The Contractor shall protect from injury/damages from any cause whatsoever all work and supply of any other requisite protection for the whole work executed by him or special damage caused must be made good by the Contractor at his own expenses.

ii) Should the work be stopped by reason of rain, strike, lockouts or any other disturbing cause, the Contractor shall take all precautions necessary for the protection of the work at his own expenses, and shall make good any damage arising from any of the cause.

11. Insurance in respect of damages to persons and property:

i) The Contractor shall be responsible for all injury to persons, animals or thing and damage to structural and decorative works and damage to neighbouring properties, which may arise from the operation or neglect of himself or of any nominated Landscape Contractors or their employees, whether such injury or damage arise from carelessness, accident or any other cause which is in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid, and also in respect of any claim made in respect of injury or damage under any Act of Govt. or otherwise, and also in respect of any award or compensation or damages subsequent upon such claim.

ii) The Contractor shall reinstate all damage to property or every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect, and so as to make good or otherwise satisfy all the claims for damage to the property of third parties.

iii) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party, in respect of anything which may arise in connection with the works or in consequence thereof.

12. Employer Safety Policy:

i) Throughout execution of the work, Contractors shall conform to all lawful requirements, which in any case affect or are applicable to the work and shall observe and comply with applicable safety and health rules and regulations.

ii) The safety of the workers employed by the Contractor will be the exclusive responsibility of the Contractor and the Contractor will ensure compliance with all Site Safety regulations in force on the site.

iii) The Contractor will be responsible for the insurance as per the laws of Govt. Of Myanmar of his workers and employees employed or otherwise present on the site and

the Contractor indemnifies the Employer against any claims or suits arising out of any adverse event occurring in the execution of this Contract.

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

14. **Extension of Time (EoT)**: Any period within which a Party shall, pursuant to the Agreement, complete any action or task, shall be extended for a period to the time during which such Party was unable to perform such action as result of any reason not attributed to the said party. Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing to the High Commission of India, Nairobi within 05 days of the happening of the event causing delay along with the reasons causing unavoidable delay. Such request shall, however, be made not later than three months prior to the stipulated date of completion in respect of all hindrances encountered till then. For subsequent hindrances the request for extension of time shall be submitted not later than 10 days prior to the stipulated date of completion or previously extended date of completion. While requesting for extension of time at any stage, the Contractor may also, if practicable, indicate the period for which extension is desired. The contractor shall nevertheless use constantly his best endeavours to prevent or make good the delay. In case of delay not attributed to either part, no compensation will be paid by either party to the other party.

Signed by:

Amardeep K. Barnwal Head of Chancery For and on behalf of the High Commission of India in the presence of	-- -- For and on behalf of the Contractor in the presence of
Witness – 1 Name: Address: Date	Witness – 1 Name: Address: Date
Witness – 2 Name: Address: Date	Witness – 2 Name: Address: Date