



**HIGH COMMISSION OF INDIA  
NAIROBI**

**FABRICATION, SUPPLY AND INSTALLATION OF 03 SLIDING  
MOTORIZED GATES AT TWO PROPERTIES- WANGAPALA ROAD  
AND MUTHAIGA OF HIGH COMMISSION OF INDIA, NAIROBI**

**BID OPENING DATE: March 14, 2023 from 1700 hrs.**

**BID CLOSING DATE: March 21, 2023 at 1800 hours.**

**TECHNICAL BID OPENING DATE: March 22, 2023 at 1000 hours**

**VALIDITY OF BIDS: 90 DAYS**

**GOVERNMENT OF INDIA  
HIGH COMMISSION OF INDIA  
NAIROBI**

## TENDER NOTICE

**Tender Reference Number: NAI/ADM/815/1/2022-7**

### **SUB: FABRICATION, SUPPLY AND INSTALLATION OF 03 SLIDING MOTORIZED GATES AT TWO PROPERTIES- WANGAPALA ROAD AND MUTHAIGA OF HIGH COMMISSION OF INDIA, NAIROBI.**

High Commission of India in Nairobi, invites bids for fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga of High Commission of India.

Date of Publication	14.03.2023 on High Commission's website & CPPP.
Pre-Bid Meeting	1500 hrs on 15.03.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.
Last Date for submission of bids	1800 hrs on 21.03.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.
Technical Bid Opening	1000 hrs on 22.03.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.
Financial Bid Opening	Will be intimated in due course

#### **Contact Details:**

##### **Head of Chancery (HOC)**

High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.

**Phone:** 0701464838 **Email:-** [hoc.nairobi@mea.gov.in](mailto:hoc.nairobi@mea.gov.in)

##### **Assistant welfare & Personnel officer (AP&WO)**

High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.

**Phone:** 0715412190, **Email:** - [apwo.nairobi@mea.gov.in](mailto:apwo.nairobi@mea.gov.in)

**Notice Inviting Tender (NIT) for fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala Road and Muthaiga of High Commission of India, Nairobi.**

1. Sealed tenders in conformity with detailed tender call notice are invited from Security Agencies/ Firms who meet the following criteria: -

1.1. The agency should be registered with National Construction Agency.

1.2. Previous experience of having provided similar services for at least two reputed public or private organisations.

2. The Security Agencies / Firms having good track record and relevant experience are eligible to apply. This tender document can also be downloaded from High Commission of India website: [www.hcinairobi.gov.in](http://www.hcinairobi.gov.in). The tender should be submitted in **ONE SEALED ENVELOPE** in the following manner:

2.1. **The first sealed cover should be superscribed 'Technical Bid' and should contain all relevant information showing compliance with the technical requirements listed in this document with all supporting documents.** Product details shall also be indicated in technical bids. The financial bids would be opened in respect of those bidders, whose technical bids have been found meeting given eligibility conditions/ specification. **The check-list of documents to be submitted along with technical bid is placed at Annexure-1.**

2.2. **The second sealed envelope should be superscribed 'Financial Bid' and should contain the duly filled in proforma placed at Annexure-1.** The financial bids should clearly mention the unit price (unit price x Quantity), any other expenditure, VAT and the total cost in Kenyan Shilling and USD only.

2.3. **Both the sealed covers should be placed in ONE SEALED ENVELOPE superscribed "Fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi."** This should be addressed to High Commission of India, UN Crescent, Gigiri, Nairobi and sent by post or hand delivered **latest by 21.03.2023 till 1800 hrs. All three envelopes should bear contact details of the company at the back of the envelopes.** The bids will be opened in the presence of the bidders or their authorised representatives (along with authorisation letter from the bidder) at the High Commission of India, UN-Crescent, Gigiri, Nairobi at **1000 hrs on 22.03.2023.** Tenders received after the due date and time or incomplete and conditional tenders shall not be accepted. Submission of more than one tender paper by a bidder for a particular work will render the bid liable for rejection.

**3. Scope of Work:** Fabrication, supply & installation of 03 sliding motorized gates including civil and electrical work at two properties of High Commission of India, Nairobi (mentioned at Appendix-III) at the following locations.

<b>Sl. No.</b>	<b>Location</b>	<b>No. of sliding gates required</b>
1.	India House, 151 Limuru Road, Muthaiga, Nairobi, Kenya.	02
2.	Highridge Residential Complex (HRC), Wangapala Road, Parklands, Nairobi, Kenya.	01

#### **4. Description of Services to be Rendered:**

**4.1.** Fabrication, supply & installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi.

**4.2.** Prompt response (within 1 hour of complaint made) for the next 24 months / till the warranty expires or whichever is latter.

**5. Technical Requirements:** Technical conditions for the Security Services Agencies/Firms are as follows:

**5.1.** The company selected for fabrication, supply and installation of 03 motorized gates will have to sign a non-Disclosure agreement prior to commissioning of the system. The agency shall not divulge or disclose to any person, any details of this office, operational process, technical know-how, security arrangements and administrative/ organisational matters as all are of confidential nature.

**5.2.** The agency is to carry out above work through technicians who have been vetted by the local Government in terms of past record, character and antecedents.

**5.3.** Defect Liability Period will be upto warranty of the product. No charges shall be paid for any repair/replacement during this period.

**5.4.** Upon successful installation of motorized gates, it shall be incumbent on the company to impart training to the officials who would operate the gates.

**5.5.** The Client shall not be liable for any loss, damage of any personal belongings, equipment or vehicles of the personnel of the agency while executing the work.

**5.6.** That the company on its part and through its own resources shall ensure that the goods, material and equipment etc. of this Mission are not damaged in the process of carrying out the work undertaken by it. The responsibility and liability that will arise of any accident or casualty, occurring during the course of working to any staff engaged by the agency, will remain with the agency. The Client will no way be responsible for this or any other clause mentioned above.

**6. Approximate cost of tender-** The approximate cost of the tender is KSH 1800000 (approx.). The Tenderer shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender and shall become fully aware of the extent, quality, type and character of operations involved in the supply. The Tenderer shall take entire responsibility in the interpretation of this 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.

**7. Warranty Period-** The Tenderer must provide the warranty for at least 02 years.

**8. Earnest Money Deposit (EMD)-** All Bidders are required to deposit Earnest Money Deposit (EMD) of KSH 90,000 (Kenyan Shillings Ninety Thousand only) in form of "Pay Order, Demand Draft or bank Guarantee from Bank of India, Kenyatta Avenue, Nairobi" in favour of "High Commission of India, Nairobi". Bids received without EMD will not be considered and rejected summarily. EMD of unsuccessful bidders shall be refunded within 30 days of awarding the tender. No interest shall be payable for EMDs.

**9. Performance Guarantee Bond (PGB):**

**9.1** Performance Guarantee Bond is mandatory. The successful bidder, must send the its acceptance in writing along with Performance Guarantee Bond @ 5% of the contract value shall be submitted in the form of Bank Guarantee as Performance Guarantee which should be remained in force till the Warranty period is over. If successful bidder fails to submit the Performance Guarantee Bond @ 5% of the contract value within 15 days from the date of placing of purchase order then purchase order will be cancelled and EMD will be forfeited. No interest shall be paid on Performance Security. No interest shall be payable for PGB.

**9.2** Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions

of acceptance to the tender. The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders. The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period upto warranty period i.e. 5 years from the date of order acknowledge.

**10. Financial quote & variations:** Contractor shall quote his Fixed Price based on the enclosed Scope of Work. The Contractor shall note that the price quoted by him in the Bill of Quantities (BOQ) shall be considered as the final quote for completing the scope of work defined in this document. Before submission of bid the contractor is advised to visit the site and ensure that his bid encompasses the items required for entire scope of work. No variation shall be paid to the contractor for the defined scope of work.

**11. Commencement & Completion:** Commencement of the works shall be affected within 3 days from the issue of acceptance letter or letter of intent. Such 3 days period may be defined as the mobilisation period. The period of completion for whole work is 7 days and shall be calculated from the date of commencement of works.

**12. Right to Acceptance or Rejection of Tenders:** The tender is liable to be rejected inter-alia: -

**12.1** If it is not in conformity with the instructions and proforma mentioned in the tender paper.

**12.2** If it is not duly signed by the bidder.

**12.3** If it is received by telex, telegram, email and any other mode of open communication.

**12.4** If it is received after the expiry of the due date and time.

**13. High Commission of India reserves the right to-** Accept/Reject any of the tenders in full or part thereof. Revise the requirement at the time of placing the order. Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary. Reject any or all the tenders in part or full without assigning any reason thereof.

**14. Arbitration:** Disputes shall be settled in accordance with The United Nations Commission on International Trade Law (UNCITRAL). The venue of Arbitration shall be Delhi High Court, New Delhi, India.

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

<b>Sl. No.</b>	<b>Document to be Submitted</b>	<b>Submitted</b>	<b>Not Submitted</b>	<b>Remarks</b>
1.	Copy of Authorisation from Government of Kenya			
2.	Copy of Registration with NCA			
3.	List of at least two clients indicating period of work executed with them, as a proof of experience in this field (Fabrication, supply and installation of sliding gates) and reference thereof.			
4.	Undertaking by the bidder (Refer to Appendix-II)			
5.	Whether the terms and conditions in the tender notice are acceptable to the bidder			
6.	Whether the firms is blacklisted by any government organization / country. A self-declaration by the firm on its letter head, in this regard, to be enclosed.			
7.	Any other supporting document			

Signature of Bidder

Seal of Establishment

Full Name of Bidder with address & Date

**UNDERTAKING BY THE BIDDER**

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

Signature of the Bidder with Seal

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_



**Bill of Quantity (BoQ)**

<b>Sl. No.</b>	<b>Description</b>	<b>Specification</b>	<b>Number</b>
1.	Sliding motorized gate at Wangapala	As per Annexure A	1
2.	Fixed non-motorized gate at Wangapala		1
3.	Motor for 1 sliding gate at Wangapala		1
4.	Civil and electrical work required for installation of 1 sliding motorized gate and one non-motorized fixed gate at Wangapala		As per actuals
5.	Sliding motorized gate at Muthaiga	As per Annexure B	2
6.	Motor for 2 sliding gates at Muthaiga		2
7.	Civil and electrical work required for installation of 2 sliding motorized gates at Muthaiga		As per actuals

**PROFORMA FOR SUBMITTING WITH TECHNICAL BID****Wangapala**

<b>Sl. No.</b>	<b>Description / Specification</b>	<b>Quantity</b>	<b>Compliance as per Specification</b>
1.	Metal Heavy duty sliding gate of 4.4 M X 2.2 M opening with inbuilt pedestrian gate with 3 Wheels down and 2 supports on top. <i>Please note the side support for the gate will be on the 4-inch x 4-inch pipe on both sides and the middle support for holding the gate guarding rollers will be on 3-inch x 3-inch pipe both will be class C. The frame of the gate will be on 50x50x5mm solid metal and will be covered with a sheet of 1.6mm thickness the frame will have 1x1.5 inch rectangular tubes.</i>	1	
2.	Metal heavy duty fixed gate of 1.2 M X 2.2 M fixed on one side	1	
3.	Material- Wrought Iron		
4.	Motor to support upto 2T sliding gate	1	
5.	Sliding rails of 5 meter	1	
6.	Beam sensor for safety	1	
7.	Manual ON / Off Buttons	1	
8.	Necessary Electrical work	On actual	
9.	Re-enforcement of two Pillars to hold the metal sliding gate	On actual	
10.	Floor alignment and slide constructions work	On actual	
11.	Installation of Angleine Macsteel 6000 X 25 X 25 mm Angle Iron	On actual	

**PROFORMA FOR SUBMITTING WITH TECHNICAL BID****Muthaiga**

<b>Sl. No.</b>	<b>Description / Specification</b>	<b>Quantity</b>	<b>Compliance as per Specification</b>
1.	Metal Heavy duty sliding gate of 4.7 M X 2.2 M opening with inbuilt pedestrian gate with 3 Wheels down and 2 supports on top. <i>Please note the side support for the gate will be on the 4-inch x 4-inch pipe on both sides and the middle support for holding the gate guarding rollers will be on 3-inch x 3-inch pipe both will be class C. The frame of the gate will be on 50x50x5mm solid metal and will be covered with a sheet of 1.6mm thickness the frame will have 1x1.5 inch rectangular tubes.</i>	2	
2.	Material- Wrought Iron	On actual	
3.	Motor to support upto 1T sliding gate	2	
4.	Sliding rails of 4 meter	2	
5.	Beam sensor for safety	2	
6.	Manual ON / Off Buttons	2	
7.	Necessary Electrical work	On actual	
8.	Re-enforcement of four Pillars to hold the metal sliding gate	On actual	
9.	Floor alignment and slide constructions work	On actual	
10.	Installation of Angleine Macsteel 6000 X 25 X 25 mm Angle Iron	On actual	

**PROFORMA FOR SUBMITTING FINANCIAL BID**

Sl. No.	Description of Service	Total Cost including necessary civil and electrical work	
		In KSH	In USD
1.	Fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi		
2.	VAT, if any		
3.	Grand Total (in figures)		
4.	Grand Total (in Words)		
		<b>Submitted</b>	<b>Not Submitted</b>
5.	Bill of Quantity (BoQ) as per Appendix-IV		

Signature of the Bidder with Seal

Seal of Establishment

Full Name of Bidder with address & Date

Note: -

(a) The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection for which no paper cost shall be returned to the bidder(s).

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

**FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY**

Brief description of contract: - **Fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi.**

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

In accordance with your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi, M/s. (Name of Contractor with address) \_\_\_\_\_ submits a Bank Guarantee amounting to KSH 90,000 (Kenyan Shillings Ninety Thousand only). In fulfilment of the tender conditions, we, (Name of Bank with address) \_\_\_\_\_ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of KSH 90,000 (Kenyan Shillings Ninety Thousand only), which is liable to be forfeited by the Purchaser on:

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

2. This Bank Guarantee will be valid for the entire period of agreement till the expiry of warranty period (30 days) from the date of order acknowledge. 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 herein above, the maximum liability under this guarantee is restricted to KSH 90,000 (Kenyan Shillings Ninety Thousand only).

4. Notwithstanding anything to the contrary contained herein above, this Guarantee is valid from (date of issue) \_\_\_\_\_ up to the (date after 30 days from date of issue) \_\_\_\_\_ and claims under this Guarantee should be submitted not later than (date after 30 days from date of issue) \_\_\_\_\_.

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.

6. This Guarantee shall be governed and construed in accordance with the laws of the Kenya and shall be subject to exclusive Jurisdiction of the Kenya Courts.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

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

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

Brief description of contract: - **Fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi.**

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

In accordance with your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi, M/s. (Name of Contractor with address) \_\_\_\_\_ submits a Bank Guarantee Bond amounting to 5% of the contract value and valid till warranty period (24 months) from the date of issue of Performance Guarantee Bond may be submitted within 15 days from the date of Acceptance as a successful bidder.

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

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

4. Notwithstanding anything contained herein:

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

- (b) This Bank Guarantee shall be valid up to \_\_\_\_\_(date) i.e. upto warranty period; and
- (c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only High Commission of India, Nairobi serve upon us a written claim or demand on or before \_\_\_\_\_(date) i.e. upto warranty period.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

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



**Non-Disclosure Agreement**

This agreement is entered in to this ..... (Date) day of ..... (Month), ..... (Year) between High Commission of India, Nairobi (hereinafter called as **“Discloser”**) and ..... (Name of the Company with Address) (hereinafter called as **“Recipient”**), collectively **“Party” or “Parties”**.

WHEREAS the Discloser possesses certain information relating to the security set-up, security architecture, lay-out, security processes and procedures, designs, drawings, software and hardware configuration, computer programs, algorithms, services, customer etc that is confidential and proprietary in nature (hereinafter called as **“Confidential Information”**); and

WHEREAS the recipient is bound to get to know about the Confidential Information in pursuant to the terms of the Agreement for the purpose of fabrication, supply and installation of 03 sliding motorized gates at two properties- Wangapala road and Muthaiga at High Commission of India, Nairobi (hereinafter called as **“Purpose”**) in the ..... (hereinafter called as **“Premises”**).

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the Parties agree as follows:

1. **Disclosure:** Recipient agrees not the disclose and Discloser agrees to let the Recipient have the access to the Confidential Information as identified and reduced in writing or provided verbally or in any other way not reduced in writing at the time of such disclosure of the information.

2. **Confidentiality:**

2.1 **No Use:** Recipient agrees not to use the Confidential Information in any way or under any circumstances share the same, in writing or through any other means, with any Third Party.

2.2 **No Unauthorized Disclosure:** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any parts thereof, from disclosure to *any person(s), or entity(ies), even if authorized or directed under any law, without the express permission of the Discloser. Discloser, notwithstanding,* shall have the right to deny such disclosure of the Confidential

Information being detrimental to the security interests of the Discloser and/or its premises and employees.

2.3 **Protection and Secrecy:** Recipient agrees to take all steps necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into public domain or into the possession of unauthorized person(s) and/or entity(ies).

2.4 Recipient agrees that the layout plan of the structural design of the Premises, whether in physical or electronic form, shall always be in the custody of the Discloser. However, the Recipient shall have the access to the layout plan for the purpose of carrying out the contract.

3. **Notices:** All notices hereunder shall be given by letter, addressed as follows:

**[Name of the Mission / Post]**  
[Address]

**[Name of the Company]**  
[Address]

Attention [Insert Name]  
Title: [Insert Designation]  
Email: [Insert Email]  
Telephone: [Insert Number]  
Fax: [Insert Number]

Attention [Insert Name]  
Title: [Insert Designation]  
Email: [Insert Email]  
Telephone: [Insert Number]  
Fax: [Insert Number]

4. **Terms and Termination:** The term of this Agreement shall commence on the Effective Date i.e. *the date of signing the Agreement for the Purpose and continue for such a period until and unless the Discloser terminates the Agreement or the Premises is relocated or vacated or abandoned, whichever is earlier.*

5. **Breach:** The Recipient acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Discloser *including loss of lives and limbs of the persons and damage to the property, for which monetary damages may be difficult to ascertain or turn to be meaningless.* The Recipient therefore agrees that Discloser will have the right, in addition to its other rights and remedies, to seek injunctive relief for violations of this Agreement.

6. In case the Discloser suspects any violation of this Agreement, upon reasonable notice, it shall be binding for the Recipient to allow the Discloser to carry out an Audit by itself or by an authorized representative. In such a

situation, the Recipient shall cooperate with the Discloser. *The onus to rebut the suspicion shall lie on the Recipient.*

7. **Arbitration:** Any dispute or differences arising out of in connection with this Non-Disclosure Agreement (NDA) shall be settled amicably by the Parties through mutual negotiations. Any unsettled dispute or difference shall be referred to Arbitration by a Sole Arbitrator. The Arbitration shall be conducted in accordance with the rules and procedures on UNCITRAL in force on the date of Agreement. Arbitration proceedings shall be held in India and will be conducted in English. The decision of Arbitral Tribunal shall be final and binding on all parties. Cost of Arbitration shall be borne by Parties themselves unless and otherwise ordered by the Tribunal.

8. This Agreement shall be governed by and constructed in accordance with the laws in force in India.

9. **Miscellaneous:**

9.1 Except in the event of an amalgamation or merger with or take-over by a third party of their business, neither Party may assign or transfer its rights or obligations in the Agreement without the prior written consent of the other.

9.2 The Parties do not intend that any agency or partnership or relationship be created by them by this Agreement.

9.3 All additions or modifications to this Agreement must be made in writing and signed by an authorized representative of each Party.

**ACCEPTED AND AGREED**

**[Name of the Mission / Post]**  
[Address]

**[Name of the Company]**  
[Address]

Attention [Insert Name]  
Title: [Insert Designation]  
Email: [Insert Email]  
Telephone: [Insert Number]  
Fax: [Insert Number]

Attention [Insert Name]  
Title: [Insert Designation]  
Email: [Insert Email]  
Telephone: [Insert Number]  
Fax: [Insert Number]