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**HIGH COMMISSION OF INDIA
NAIROBI**

**Tender Invitation for Supply, installation and Commissioning of 125
KVA and 62.5 KVA Silent Diesel Generator Sets for the High
Commission of India, Nairobi.**

Bid submission start date : November 9, 2023 from 0900 hrs.

Bid submission end date : December 01, 2023 till 1100 hrs.

Validity of bids : 180 days

**Government of India
High Commission of India
Nairobi**

**HIGH COMMISSION OF INDIA
NAIROBI**

**Notice Inviting Tender (NIT) for Supply, installation and Commissioning of
125 KVA and 62.5 KVA Silent Diesel Generator Sets for the High
Commission of India, Nairobi.**

Tender Reference Number: NAI/ADM/815/1/2023-9

The High Commission of India, Nairobi invites competitive bids from manufacturers/authorized dealers/reputed suppliers having their registered office and service center in Nairobi, for supply, installation and commissioning of one(1) 125 KVA and one(1) 62.5 KVA silent diesel generator sets of reputed make such as Cummins, Perkins, Kirloskar and Baudouin or substantially equivalent.

Date of Publication	09.11.2023 on High Commission's website, CPPP and local Newspaper.
Pre-Bid Meeting	1100 hrs on 10.11.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.
Start Date for submission of bids	0900 hrs on 09.11.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.
Last Date for submission of bids	1100 hrs on 01.12.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.
Technical Bid Opening	1130 hrs on 01.12.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.
Financial Bid Opening	1100 hrs on 11.12.2023 at the High Commission of India, Nairobi, UN-Crescent, Gigiri, Nairobi.

Contact Details:

Head of Chancery (HOC)

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

Phone: 0701464838 **Email:-** 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

2. Brief terms & conditions, scope of work, schedule of quantities and proforma for submission of quotations are enclosed. The representative of firms/suppliers may visit the site, for assessment of the requirements and formulation of the quotation, by taking prior appointment from HCI, Nairobi. The supplier shall sign every page of documents and submit the sealed envelope to: Head of Chancery, High Commission of India, Nairobi. The tender document can be downloaded from the following websites: www.hcinairobi.gov.in; www.eprocure.gov.in/cppp; www.mea.gov.in.

3. The tender should be submitted in **ONE SEALED ENVELOPE** in the following manner:

3.1. **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 check-list of documents to be submitted along with technical bid is placed at **Annexure- I**. *The soft copy (pdf format) of the technical bid only may please be shared in a CD in the Technical Bid envelope.*

3.2. **The second sealed envelope should be superscribed 'Financial Bid' and should contain the duly filled in proforma placed at Annexure- II.** The financial bids would be opened in respect of those bidders, whose technical bids have been found meeting given eligibility conditions/ specification. The financial bids should clearly mention the unit price, Rate (unit price x Quantity), any other expenditure, VAT and the total cost in shillings only. **The High Commission of India is VAT exempted by the Government of Republic of Kenya.**

3.3. **The third sealed envelope should be superscribed 'Earnest Money Deposit (EMD)' and should contain the duly filled in proforma placed at Annexure- III.**

3.4. All the three sealed envelopes should be placed in **ONE SEALED ENVELOPE** superscribed **“Supply, installation and Commissioning of 125 KVA and 62.5 KVA Silent Diesel Generator Sets for the High Commission of India, Nairobi”**. This should be addressed to High Commission of India, UN Crescent, Gigiri, Nairobi and sent by post/hand delivered **latest by 01.12.2023 till 1100 hrs. All the envelopes should bear contact details of the company at the bottom left of the envelope.** The bids will be opened in the presence of the bidders or their authorised representatives at the High Commission of India, UN-Crescent, Gigiri, Nairobi at **1130 hrs on 01.12.2023**. 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.

4. Scope of Work- Supply, installation and commissioning of one(1) 125 KVA and one(1) 62.5 KVA silent diesel generator sets of reputed make such as Cummins, Perkins, Kirloskar and Baudouin or substantially equivalent brand at following locations of High Commission of India :

Sl. No.	Location	Service Required
1.	Highridge Residential Complex (HRC) of High Commission of India, Wangapala Road, Parklands, Nairobi, Kenya	Supply, installation and commissioning of one(1) 125 KVA silent diesel generator sets of above mentioned brands/companies.
2.	India House, Limuru Road, Muthaiga, Nairobi, Kenya	Supply, installation and commissioning of one(1) 62.5 KVA silent diesel generator sets of above mentioned brands/companies.

4.1. The technical specifications of 125 KVA and 62.5 KVA diesel generators are enclosed as Annexure- IV.

5. Annual Maintenance Contract (AMC) : -The bidder shall also provide Annual Maintenance Contract (AMC) cost for 03 years beyond warranty period. However, the same will be executed at discretion of the High Commission. The AMC cost will also be taken into consideration for evaluating the tender. Draft AMC with terms and conditions may be provided.

6. Eligibility Criteria- The eligibility criteria for manufacturers / authorized dealers / reputed suppliers are as follows:

- 6.1 The firm should provide proof of compliance as regards local laws and statutory regulations.
- 6.2 The firms must have maintenance and servicing facilities of generator set in Nairobi, Kenya.
- 6.3 The firms should have registered office in Nairobi, Kenya.
- 6.4 The Tenderer should have satisfactorily completed (i) one similar supply and installation of 80% value of cost estimates or (ii) two similar supplies and installations of 60% value of cost estimates during last 03 years.

6.5 If the bidder is a re-seller it must have an OEM Authorization Certificate to become an eligible bidder.

6.6 All electrical equipment/wire used in installation and commissioning project should be ISO certified.

7. Defect Liability Period / Warranty Period- The product shall have minimum 01 year OEM warranty from the date of commissioning of the product. The warranty period of the equipment shall commence from the date of commissioning. Free replacement should be provided in case of any defect/fault/failures related to the system commissioned within the warranty period. The company shall also provide free maintenance / services during the warranty period.,

8. Approximate cost of tender- The approximate cost of the tender is KSH 5,100,000/- (Shillings Five Million and One Hundred Thousand only). 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 visit and acquaint himself with the site of the installation. 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.

9. Earnest Money Deposit (EMD): All Bidders are required to deposit Earnest Money Deposit (EMD) of KSH 153,000/- (Shillings One Hundred Fifty-Three Thousand only) in form of "Pay Order, Demand Draft or bank Guarantee from any scheduled bank of Kenya" 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. EMD of successful bidder will be returned on submission of Performance Guarantee Bond.

10. Performance Guarantee Bond (PGB):

10.1. 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 Account Payee Demand Draft / Fixed Deposit Receipt / Bank Guarantee from any scheduled bank and should remain in force for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty and AMC obligations of 3 years. 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 canceled and EMD will be forfeited. No interest shall be payable for PGB.

10.2. PGB 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.

11. Financial quote & variations: The Contractor shall note that the price quoted by him in the Financial Bid 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. The bidder may note that the:-

11.1. The price quoted shall remain firm during the entire period of contract and is not subjected to variation on any account including AMC provisions.

11.2. The tender will be awarded to the company/ firm who will be technically qualified and quoted the lowest price.

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. Liquidated damages

The High Commission of India shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in this paragraph of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in herewith. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to the condition mentioned in this clause.

If the Supplier fails to deliver or to perform the Services within the period(s) specified in the Contract, the High Commission of India shall apply Liquidated Damages for the damages and / or risks caused resulting from the Contractor's delays or breach of its obligations as per Contract. The liquidated damages will be imposed as follows:

- 1.25% of total contract value per week
- up to maximum of 10% of the total contract amount
- Next course of action: Termination of Contract

15. Force Majeure

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the nonperformance results from such *Force Majeure* circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract and here the effect to render the performance practically impossible for the time it lasts.

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

The party for which it becomes impossible to meet obligations under this contract due to *Force Majeure* conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) month, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (fifteen) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

16. Payment schedule:

- 16.1. 50% of total amount after supply of the Silent DG Sets at the premises of High Commission of India.
- 16.2. 45% after successful testing and successful commissioning the silent DG set sand successful handing over of the function power back up system in place at High commission.
- 16.3. Remaining 5% will be released on completion of replacement guarantee/warranty period from the date of successful commissioning the silent DG set.

17. 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.

Annexure- I

Tender Reference No. NAI/ADM/815/1/2023-9
CHECK-LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH
TECHNICAL BID

Sl. No.	Document to be Submitted	Submitted / Not Submitted	Remarks
1.	Copy of Authorisation from Government of Kenya		
2.	Warranty of 125 KVA DG set (attach certificate)		
3.	Warranty of 62.5 KVA DG set (attach certificate)		
4.	Earnest Money Deposit (Refer to Annexure- III)		
5.	List of clients (Annexure- V)		
6.	Undertaking by the bidder (Refer to Annexure- VI)		
7.	Whether the general terms and conditions in the tender notice are acceptable to the bidder		
8.	Commercial terms and conditions (Annexure - VII)		
9.	Proof of having done similar works during last three years		
10.	Soft copy (in PDF format) of the Technical Bid only in a CD		
11.	Any other supporting document, if any		

Signature of Bidder

Seal of Establishment

Full Name of Bidder with address & Date

PROFORMA FOR SUBMITTING FINANCIAL BID

Sl. No.	Description of Service	Total Cost (in KSH)
1.	Supply, installation and commissioning of one (1) 125 KVA silent diesel generator for HRC, Wangapala Road, Nairobi.	
2.	Supply, installation and commissioning of one (1) 62.5 KVA silent diesel generator for India House, Limuru Road, Nairobi	
3.	Cost of other items required in 125 KVA generator (please attach a separate sheet providing the detailed break-up)	
4.	Cost of other items required in 62.5 KVA generator (please attach a separate sheet providing the detailed break-up)	
5.	Total of 1+2+3+4	
6.	Cost of AMC for 1 st Year	
7.	Cost of AMC for 2 nd Year	
8.	Cost of AMC for 3 rd Year	
9.	Total cost of AMC for 03 years (6+7+8)	
10.	Grand Total (5 + 9) in figures	
11.	Grand Total (5 + 9) in words	

Declaration:

1. The above quoted prices are complete in all respect as per technical specifications inclusive of all taxes and duties, packing, forwarding, transit insurance, loading and unloading, transportation, installation and commissioning and other charges, etc. No other charges would be payable by the High Commission of India, Nairobi.

2. It is certified that the rates quoted above are not more than the rates charged from any other institution/department/organization.

3. I/We have gone through the terms and conditions stipulated in the tender document and confirm to abide the same.

4. It is certified that the price quoted shall remain firm during the entire period of contract and is not subjected to variation on any account including AMC provisions.

Place:

Date:

Signature of Authorized Signatory
(Name & Designation)
Company Seal

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: - Supply, installation and commissioning of one (1) 125 KVA and one (1) 62.5 KVA silent diesel generator sets to HCI, 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 Supply, installation and commissioning of one (1) 125 KVA and one (1) 62.5 KVA silent diesel generator sets, M/s. (Name of Contractor with address) _____ submits a Bank Guarantee amounting to KSH 153,000/- (Shillings One Hundred Fifty-Three Thousand only).

2. In fulfillment 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 153,000/- (Shillings One Hundred Fifty-Three 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.

3. This Bank Guarantee will be valid for a period of six months from the bid submission date. Any claim and statement here under must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void

whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

4. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to 153,000/- (Shillings One Hundred Fifty-Three Thousand only).

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

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

7. This Guarantee shall be governed and construed in accordance with the laws of the India and shall be subject to exclusive Jurisdiction of the Indian 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.

TECHNICAL SPECIFICATIONS OF GENERATORS

Sl. No.	Specifications of 125 KVA Generator	Specifications of 62.5 KVA Generator
1.	125kva prime rated 137.5kva standby	62.5kva prime rated 68.75kva standby
2.	6 cylinder, In-line 4 stroke, radiator Cooled Engine	4 cylinder, In-line 4 stroke, radiator cooled engine
3.	159bhp	84bhp
4.	Turbo charged	Turbo charged
5.	Liquid cooled	Liquid cooled
6.	10% overload capacity	10% overload capacity
7.	With Stamford 3phase 415/240v 50hz Alternator	With Stamford 3phase 415/240v 50hz Alternator
8.	H class	H class
9.	0.8 power lagging	0.8 power lagging
10.	Voltage regulation +/- 1%	Voltage regulation +/- 1%
11.	Silent Canopy 75db in 1meter	Silent Canopy 75db in 1meter
12.	AMF Function panel with relay and timers Auto / Manual : selector switch. And remote	Auto / Manual : selector switch. And remote DG start/stop operation of genset in manual mode.
13.	DG start/stop operation of genset in manual mode.	Auto / Manual : selector switch. And remote DG start/stop operation of genset in manual mode.
14.	12v Battery charger	12v Battery charger and SPD.
15.	Single phase preventer relay for both mains and genset power. Control MCB, Timer and Relay, indicating lamp, switch , push button and SPD.	Single phase preventer relay for both mains and genset power. Control MCB, Timer and Relay, indicating lamp, switch , push button
16.	70sqmm 4Core copper armoured cable - 20meters	25sqmm 4Core copper armoured cable – 20meters
17.	Control cable 2.5sqmm 4Core Copper armoured cable - 100meters	Control cable 2.5sqmm 4Core Copper armoured cable – 20meters

18.	100A 3pole breaker panel with busbar	100A 4pole Auto Changeover Panel double contactor based (230v AC Coil)
19.	Hot air GI ducting 2meters	Hot air GI ducting 2meters
20.	Exhaust pipe extension 5meters with casting bends	Exhaust pipe extension 5meters with casting bends

Annexure- V**PROFORMA FOR LIST OF CLIENTS (ATTACH SEPARATE SHEET, IF REQUIRED)**

Sl. No.	Details	Name of Client (1)	Name of Client (2)	Name of Client (3)
1.	Address, fax and telephone number			
2.	Project name, location and address			
3.	Brief details of the work [Please enclose copy of Work / Purchase Order]			
4.	Value of completed			
5.	Date of contract award			
6.	Date of completion of work			
7.	Details of Service & Maintenance Work			
8.	Testimonials			

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. _____

COMMERCIAL TERMS & CONDITIONS

**To,
The Head of Chancery
High Commission of India, Nairobi,
Kenya.**

Dear Sir,

Having examined the specifications, and schedule of quantities relating to the works specified in tender document hereinafter set out and having visited and examined the site of the works specified in the said document and having acquired the requisite information relating thereto as affecting the tender, we hereby offer to supply and execute the works specified in the said tender document, within the time specified at the rates mentioned in the attached schedule of quantities and in all respects with the specifications and instructions in writing referred to in conditions of tender.

I	Description of work	Supply, installation and Commissioning of 125 KVA and 62.5 KVA Silent Diesel Generator Sets for the High Commission of India, Nairobi.
II	Earnest Money Deposit (EMD)	Shillings 153,000/- in the form of “Pay Order, Demand Draft or Bank Guarantee from any Scheduled Bank of Kenya” in favour of “High Commission of India, Nairobi”.
III	Time allowed for completion	Within 30 days after 7 th day of notification of award of tender.

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and conditions of the tender.

3. We have deposited a sum of Shillings 153,000/- as EMD to the High Commission of India, Nairobi. The amount shall not bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by HCI, Nairobi.

4. The Tender is submitted in three parts in separate sealed envelopes.
Part-1 contains all technical particulars, terms and conditions while
Part-2 contains only the Price/Financial Bid in HCI, Nairobi's proforma.
Part-3 contains EMD of Shilling 153,000/-.
5. We have visited the site and gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

Regards,

Yours faithfully

**Signature of Authorized Signatory
(Name & Designation)
Company Seal
Date:**

**(Signatures, Name, addresses,
Mobile No. of witnesses)**

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

Brief description of contract: - **Supply, installation and commissioning of one (1) 125 KVA and one (1) 62.5 KVA silent diesel generator sets to HCI, 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 Supply, installation and commissioning of one (1) 125 KVA and one (1) 62.5 KVA silent diesel generator sets to HCI, Nairobi, M/s. (Name of Contractor with address) _____ submits a Bank Guarantee Bond amounting to 5% of the contract value and should be remained in force for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty and AMC obligations of 3 years.

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. for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty and AMC obligations of 3 years.
- (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. for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty and AMC obligations of 3 years.

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.

NOTIFICATION OF AWARD

Contract No. NAI/ADM/815/1/2023-09

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated _____ for the execution of Supply, installation and commissioning of one(1) 125 KVA and one(1) 62.5 KVA Silent Diesel Generator Sets at the Contract Price of Shillings _____ [amount in figures and in words], as corrected and modified in accordance with the Terms and Conditions is hereby accepted by the High Commission of India, Nairobi.

You are requested to proceed with the execution of the Contract on the basis that the Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within fifteen (15) days, and signing the Contract Agreement within seven (15) days.

We attach the Contract Agreement for your perusal and signature.

Signature
(Name of officer)
(Rank of officer)
Date:

CONTRACT AGREEMENT

THIS AGREEMENT made on [day] day of [month] [year] between the High Commission of India, Nairobi (hereinafter called “the High Commission”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part: WHEREAS the High Commission invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of Naira [Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a) the signed Contract Agreement
 - b) the letter of Notification of Award
 - c) the completed Tender Submission Sheet as submitted by the Bidder
 - d) the Drawings
 - e) the priced Bill of Quantities as submitted by the Bidder
 - f) Scope of Work
 - g) Performance Guarantee
3. In consideration of the payments to be made by the High Commission to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the High Commission to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The High Commission hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the

Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year first written above.

For the High Commission:
Print Name Title

For the Contractor:
Print Name Title

In the presence of Name & Address: