

HIGH COMMISSION OF INDIA,
NAIROBI

NOTICE INVITING TENDER

No. Nai/Admn/885/05/2010

Dated: 22.02.2024

**NOTICE INVITING LIMITED TENDER FOR SUPPLY OF 08 (Eight)
SHREDDERS TO HIGH COMMISSION OF INDIA**

High Commission of India, Nairobi invites bids from registered companies for supply of 08 (Eight) Shredders with the following specifications:

- a) Shredder with *minimum security level of P-5 or above*
2. Envelopes should indicate the name and address of the tenderer to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'. Offers received through Fax/E-mail or through open letter shall be ignored.
3. The bids must be valid for 3 months.
4. Tender must specify number of days required to supply the above items after award of tender.
5. **SUBMISSION OF BIDS:** The bids should be submitted in two sealed envelopes (Envelop A "Technical Bid Documents", Envelop B - "Financial Bid Documents"). The two envelopes containing 'A' & 'B' must be duly super-scripted with above titles and put in another sealed envelop super-scripted with the title "Supply of 08 (Eight) Shredders to the High Commission of India". Bids may be submitted in two different envelopes as per details given below:

I. TECHNICAL BID

The first sealed envelope (marked as **Envelope "A"** and super-scripted as **Technical Bid**) should contain following documents regarding technical specifications of the company.

Sr. No.	Company's eligibility criteria	YES/NO	Remarks
1.	Introduction and credentials of Tenderer including company profiles, etc.	YES/NO	Relevant documents may be submitted
2.	Company registration	YES/NO	Proof or registration may be submitted
3.	KRA PIN	YES/NO	Copy of KRA PIN may be submitted
4.	Warranty of the equipment of at least 12 months	YES/NO	Must be mentioned in the technical bid
5.	An undertaking that the company agrees to the terms and conditions of the Tender documents	YES/NO	Signed undertaking may be submitted

II. **FINANCIAL BID:** The second envelope (marked as Envelope 'B' and super-scripted as **Financial Bid**) should provide items-wise charges, in **USD only**.

III. Both the sealed envelopes should be placed in the main sealed envelope super-scripted **"Supply of 08 (Eight) Shredders to High Commission of India"** addressed to the **HOC & Second Secretary, High Commission of India, Nairobi, UN Crescent, Gigiri, Nairobi, Kenya** and must reach High Commission of India before last date of submission of bids.

6. Important schedules and dates are as under:

S. No.	Key Events	Dates
1.	Date of publication of tender	22.02.2024
2.	Last date of submission of tender	29.02.2024 - 1700 hrs
3.	Date of opening of tender	04.03.2024 - 1500 hrs
4.	Venue for opening tender	High Commission of India, Nairobi, UN Crescent, Gigiri, Nairobi, Kenya

7. Any clarification/information regarding this tender notice may be obtained by email at ga.nairobi@mea.gov.in

8. Selected Bidder will be required to sign a non-disclosure agreement for non-sharing of confidential information with any third party.

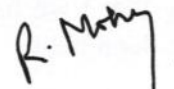
9. **Earnest Money Deposit (EMD):** All Bidders are required to deposit Earnest Money Deposit (EMD) of USD 300/- (US Dollar Three Hundred only) in form of "Pay Order, Demand Draft or bank Guarantee from Bank of India, Kenyatta Avenue, Nairobi" in favour of "High Commission of India, Nairobi". Bids received 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.

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 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 canceled and EMD will be forfeited. No interest shall be paid on Performance Security. No interest shall be payable for PGB.

10.2 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 PGB shall be kept valid during the period of contract and shall continue to be enforceable for a period upto warranty period i.e. 12 months from the date of order acknowledge.

11. Terms of payment are subjected to negotiations, if the estimates are accepted.
12. The High Commission of India reserves right to reject any or all bids without assigning any reasons, if not found suitable.



Second Secretary & HOC

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. _____

PROFORMA FOR SUBMITTING TECHNICAL BID

Sl. No.	Shredder Brand Name	Shredder Model Name	Security Level
1			
2			
3			
4			
5			

PROFORMA FOR SUBMITTING FINANCIAL BID

Sl. No.	Description of Service	Total Cost (in USD)
1.	Supply of 08 (eight) shredders to High Commission of India	
2.	VAT, if any	
3.	Grand Total (in figures)	
4.	Grand Total (in Words)	

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: - **Supply of 08 (eight) shredders to High Commission of India.**

**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 of 08 (eight) shredders to High Commission of India , M/s. (Name of Contractor with address) _____ submits a Bank Guarantee amounting to USD 300/- (US Dollar Three Hundred 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 USD 300/- (US Dollar Three Hundred 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 within the contractual delivery period.

3. This Bank Guarantee will be valid for the entire period of agreement till the expiry of the bid validity period (03 Months) from the date of order acknowledge. 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 USD 300/- (US Dollar Three Hundred only).

5. Notwithstanding anything to the contrary contained herein above, this Guarantee is valid from (date of issue) _____ up to the (date after 03 months from date of issue) _____ and claims under this Guarantee should be submitted not later than (date after 12 months from date of issue) _____.

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 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:- Supply of 08 (eight) shredders to High Commission of India.

**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 of 08 (eight) shredders to High Commission of India, M/s. (Name of Contractor with address) _____ submits a Bank Guarantee Bond amounting to 5% of the contract value and valid till warranty period (12 months) from the date of issue of Performance Guarantee Bond.

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. USD _____ 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. USD _____ 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.