



High Commission of India, Nairobi Kenya

No. NAI/ESTT/872/02/2017- Part -I)

Date: 07.06.2022

**SUBJECT: TENDER FOR UNDERTAKING TOPOGRAPHICAL SURVEY IN CONNECTION WITH CONSTRUCTION OF STATE OF ART OFFICE INFRASTRUCTURE FOR HIGH COMMISSION OF INDIA AT MUTHAIGA NAIROBI (KENYA)**

High Commission of India, Nairobi invites bids from established firms/company's for undertaking Topographical survey in connection with construction of State of Art Office infrastructure for High Commission of India at Muthaiga Nairobi.

Bid Document Download start date	<b>07.06.2022</b>
Clarification start date	<b>07.06.2022</b>
Date of site visit and meeting for clarifications (if any)	<b>07.06.2022</b>
Clarification end date	<b>17.06.2022</b>
Bid submission start date (offline by sealed envelope)	<b>07.06.2022</b>
Bid submission end date (offline by sealed envelope)	<b>20.06.2022 (Up to 1500 hrs)</b>
Date of technical bid opening at Chancery of India, Nairobi	<b>20.06.2022 (at 1530 hrs)</b>

Interested firms to submit their bids in two bids system (Technical and Financial bids in separate sealed covers) superscribed as '**Tender for undertaking Topographical survey in connection with CONSTRUCTION OF STATE OF ART OFFICE INFRASTRUCTURE FOR HIGH COMMISSION OF INDIA at Muthaiga, Nairobi**'.

The competent Authority of the High Commission reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the Competent Authority of the Chancery shall be final and binding. This notice inviting tender/ e-tender is not an offer or an agreement by High Commission of India, Nairobi.

Any tender delivered after the above stipulated time, from whatever cause arising, will not be considered. The lowest, or any, or any portion of any tender submitted will not necessarily be considered. In no case will expenses incurred by the tenderers in preparation of their tenders be reimbursed.

(Rakesh Mohan)

Head of Chancery, High Commission of India  
Harambee Avenue, Nairobi, Kenya



## Table of Contents

1. General conditions.....	
2. TERMS OF REFERENCE.....	
2.1.General.....	
Location of site.....	
2.2 Terms of reference.....	
3. Technical Submission.....	
4. Financial Proposal Submission.....	9
Annexure I, II, III & IV.....	10-13

TENDER FOR UNDERTAKING TOPOGRAPHICAL SURVEY IN CONNECTION WITH CONSTRUCTION OF STATE OF ART OFFICE INFRASTRUCTURE FOR HIGH COMMISSION OF INDIA, NAIROBI AT MUTHAIGA NAIROBI KENYA

**GENERAL CONDITIONS**

Sealed tenders in the form of two bid systems (Technical and Financial) are invited by High Commission of India, Nairobi from reputed companies for undertaking Topographical survey in connection with Chancery project at Muthaiga Nairobi.

The tender should be submitted in prescribed format as laid down in the tender document. The tender documents duly filled in and complete in all respect should be addressed to the Head of Chancery Nairobi and are to be submitted offline only before **1500 hrs of 20<sup>th</sup> June 2022**. Tenders or their representatives, who wish to be present during the tender opening, may do so. The tender document can be downloaded from the HCI, Nairobi website ([www.hcinairobi.gov.in](http://www.hcinairobi.gov.in)) and from the Central Public Procurement Portal (CPPP) of Govt of India at <https://eprocure.gov.in/epublish/app>

**CHAPTER 1**

1. Instructions to bidders

High Commission of India, Nairobi invites tender for undertaking Topographical survey in connection with CONSTRUCTION OF STATE OF ART OFFICE INFRASTRUCTURE FOR HIGH COMMISSION OF INDIA, NAIROBI at Muthaiga Nairobi.

The details of terms and conditions, schedule of work/ specifications and format for Technical and Financial bid are available in the tender documents. The bidders are instructed to go through tender form thoroughly before quoting their rates.

- 1.1 The tender is liable to be ignored if complete information is not given therein.
- 1.2 All bidders and/or representatives, if they so desire, may be present at the opening of the tender by the constituted committee at the time and date as specified in the schedule. It may be noted that under no circumstances tender received late shall be entertained.
- 1.3 Bidder are requested to submit their quotations/rates on one-time basis.

Price quoted should be in KES (Kenya Shillings) and should be inclusive of all costs except VAT. In no case any enhancement in approved rate will be entertained by the High Commission during the currency period of contract. Tenders not complete in this respect are liable to be ignored. The quotations shall be furnished in two covers i.e., Technical bids should be sealed in a separate cover while Financial bids be sealed in

other over and superscribed as tender “Tender for undertaking Topographical survey in connection with CONSTRUCTION OF STATE OF ART OFFICE INFRASTRUCTURE FOR HIGH COMMISSION OF INDIA at Muthaiga Nairobi”. Two separate covers will be sealed in the following manner: -

- (i) One cover containing the Technical documents (i.e. annexure I duly filled in) includes documentary proof etc. (technical bid)
- (ii) Second cover containing rates and duration (i.e. annexure II dully filled in) of this offer (Financial bid)

1.6 The agency, while submitting their tender form shall enclose self-attested photocopies of registration, surveying license and experiences essential for carrying out the activities under reference, and any other documents in support of permission from the Competent Authority for carrying out the activities under reference. Tender form incomplete in any respect and not supported with such requisite documents, will be rejected by this High Commission.

## **CHAPTER 2**

### **2.0 Conditions of Contract**

- 2.1 The contract, if awarded, from the date of award and extendable for further period subject to continuous satisfactory performance. However, on failure on this aspect by the service provider, the High Commission will have the right to terminate the contract forthwith.
- 2.2 The service provider shall not subject, transfer or assign the contract or any part thereof. In the event of the service provider contravening this condition, the High Commission will have the right to terminate the contract forthwith and the firm can be blacklisted by this High Commission.
- 2.3 The High Commission may at any time, by notice in writing, summarily terminate the contract without compensation to the survey company in any form in case it is felt by this High Commission that the bidder's work has not been satisfactory or in any other event where the firm is facing some legal problems which may affect their performance working in this High Commission. The decision of this High Commission shall be final in this regard.
- 2.4 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration.
- 2.5 The Competent Authority reserves the right to reject any or all tender without assigning any reason whatsoever.
- 2.6 After evaluation of the Technical bids, the Financial bids of only the technically qualified bidders shall be opened for arriving at L 1 bidder.
- 2.7 In case of failure of the service provider/firm to comply with the provision of terms and conditions mentioned in this Tender documents or the agreement to be signed between High Commission and the successful Bidder, the Competent

Authority of this High Commission reserves the right to terminate the contract and to blacklist the firm.

- 2.8 The survey company /agency shall be responsible for the specified undertaking Topographical survey in connection with Construction Of State Of Art Office Infrastructure For High Commission Of India at Muthaiga Nairobi.
- 2.9 The survey company/ agency will be responsible for compliance of all laws, acts and rules made there under, statutory orders issued from time to time in relation to the environment and man-power deployed by them for performance of the job under reference and the High Commission will have a right to be indemnified in respect of any consequences resulting from any breach or violation by the survey company of such rules, statutory obligations etc.
- 2.10 In the event of any violation of the laws, rules. Statutory provisions by the survey company, this will amount to breach of contract and in such case, the High Commission will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.
- 2.11 This High Commission reserves the right to terminate this contract in any eventuality, without any notice and without explaining any reasons to the survey company. The survey company shall not have claim for any compensation in such event of discontinuation of the contract.

### **CHAPTER 3**

#### **3.0 Eligibility Criteria**

- 3.1 The bidder should be a company/firm duly registered with the concerned authorities in Nairobi Kenya. It should have a permanent place of business in Nairobi. The complete postal address, telephone/ mobile/email address etc. should be provided, while submitting the completed tender form.
- 3.2 The survey company should have experience in having successfully completed similar works during the last 5 years

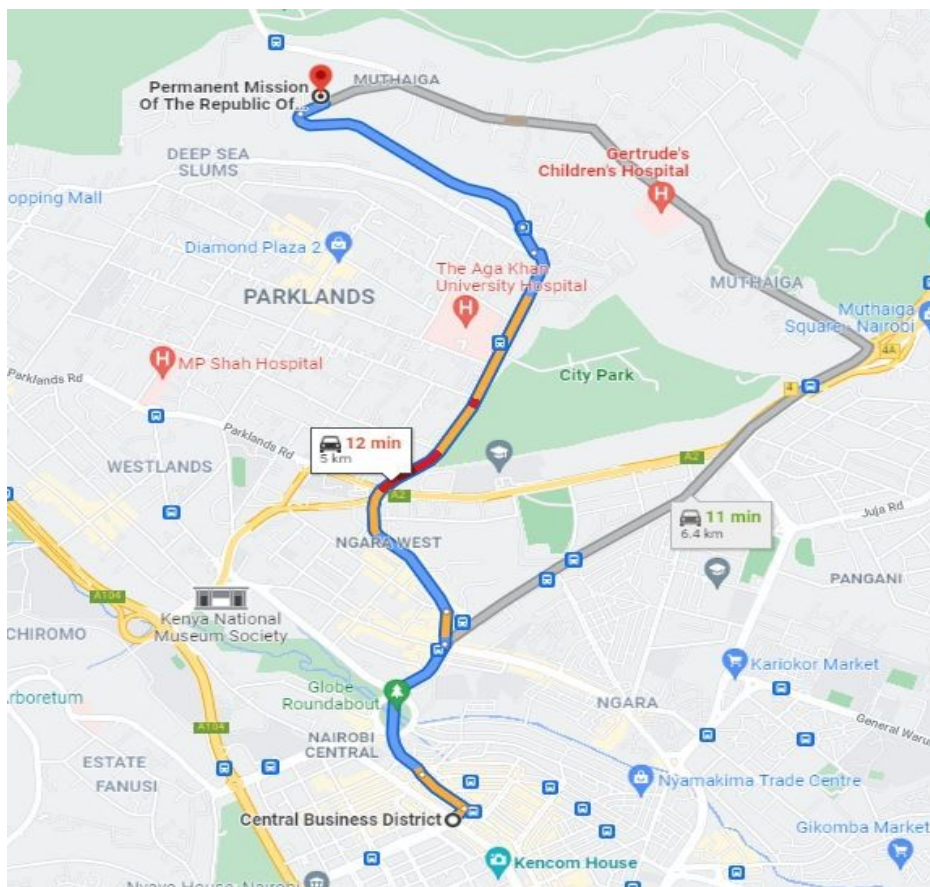
## 2.0 TERMS OF REFERENCE FOR TOPOGRAPHICAL SURVEY

### 1. GENERAL

There are plans to undertake a construction development on a property located at along Limuru road. The proposed development project consists primarily of two main blocks. Facilities inside the development will include; auditoriums, halls, offices, stores, classrooms, and basement parking . A Topographical survey is required for the site.

#### a. Location of the Site

The site is located along Limuru road, across the road from Chancery of Ukraine in Kenya. See the attached image of the direction of the site from Nairobi Central Business District.



**A formal Site visit shall be arranged or facilitated by the Client,**

**It is mandatory the Topographical Contractor visit the Site before submitting their bid.**

## **2. TERMS OF REFERENCE**

The following are the terms of reference but not limited to:

1. Installation of a pair of GPS pillars within a radius/grid of between 50-100 meters to the proposed site.
2. Establishment of northing and easting of each of above pillars using GPS equipment in Universal Transverse Mercator (UTM) reference system – tied to National Grid.
3. Fixation of intervisible Traverse (secondary control) stations between each pair of GPS pillars.
4. Coordinating the secondary controls by traverse survey using total station (or any alternative equipment)
5. Heighting of all pillars and stations using Automatic level, referring their elevations to known bench mark / National Grid.
6. Computation and adjustment of raw field observations to derive final x, y and z of all pillars and stations.
7. Detailed Topographical Survey (using Total Station) to pick relevant and significant features including spot-heights in a grid of not more than 25m (guided by nature of terrain) in form of x, y and z to generate required DTM / DEM.
8. The Topographical survey will include but not limited to the following:
  - i. Ground contours
  - ii. Topographical survey to be based on UTM coordinate system and not assumed TBM.
  - iii. Re-establishment of plot boundary beacons.
  - iv. Establishment of a permanent bench-mark level and location to be used in the design and execution of the project.
  - v. Location, girth and height to branches of all mature trees.
  - vi. Establishment of existing services (power, water, sewer) both within the plot and along the access roads adjacent to the site.
  - vii. Topographical survey should cover access roads adjacent to the plot. These includes the main road (Limuru road) amongst other roads adjacent to the plot.
  - viii. Stormwater drainage along the existing roads adjacent to the plot. Open storm-water drain on Limuru road to be captured as well (drain starts from roundabout near Ukrainian Chancery down Limuru road). Invert levels for the drains to be captured.
  - ix. Existing fences, hedges & perimeter walling and their ground levels along the fences.
  - x. Footprints of all existing buildings with their floor levels
  - xi. Any other physical entities within and adjacent to the property
9. Plotting of the resulting plan drawing with contour lines using an appropriate computer software and scale.



### **3. TECHNICAL PROPOSAL (60 MARKS)**

We are seeking from each interested party the following information:

#### **Technical Proposal**

##### **3.1.1 General**

The technical proposal shall include the following:

1. Company name
2. Company address
3. Contact name/details
4. Company profile and schedule of all services offered
5. Certificate of Incorporation
6. Copy of PI Insurance

##### **3.1.2 Experience and Qualifications**

1. Details of similar completed or ongoing projects including:
  - a) Project name and location
  - b) Project description
  - c) Client name and references
  - d) Dates engaged
  - e) Key staff engaged in the projects
2. Resources
  - a) CVs or proposed team
  - b) Details of any third collaboration or services that will be outsourced.
3. Schedule of current ongoing projects

##### **3.1.3 Earnest Money Deposit (EMD) & Bid Securing Declaration (BSD).**

The bidders must submit Earnest Money Deposit (EMD) of **Ksh. 5000** in the form of Bank Guarantee and Bid Securing Declaration (BSD). The format of Bank Guarantee Proforma for EMD and BSD are attached as Annexure – III and Annexure – IV respectively.

### **3.2 TECHNICAL PROPOSAL SUBMISSION**

Note: Technical proposals to be submitted in separate envelope

Technical proposals should be:

1. Offline before : **1500 hrs EAT on 20<sup>th</sup> June, 2022.**
2. Electronic copies of the Technical Proposal must be scanned copies of signed original proposals.

## 4.0 FINANCIAL PROPOSAL (40 MARKS)

Note: Financial bids to be submitted in separate envelope

### SUBMISSION

#### 4.0 Pricing

4.1 The bidder(s) shall quote price in clear terms with a breakup of the quotes. The taxes applicable should be shown separately and clearly. Any change in taxes or levies made by the Competent Authority after finalization of tender will be applicable at the time of billing. Bids having any hidden costs or conditional costs are liable to be rejected.

4.2 Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances except that of change in tax rates.

4.3 Prices shall be quoted in Kenya Shillings KES.

4.4 Payment will be released by the High Commission as per the terms & conditions agreed and shall remain unaltered throughout the period of contract

4.5 Important schedule and dates are enumerated below:

- a) Last day for submission of bids: **20 June 2022 by 1500 hrs**
- b) Date of opening of technical bids: **20 June 2022 at 1530 hrs**
- c) Venue for opening of bids: High Commission of India Nairobi,

4.6 Bids may be submitted physically at the following address: **Head of Chancery, High Commission of India, 02<sup>nd</sup> Floor, Jeevan Bharati Building, Harambee Avenue, Nairobi.**

4.7 For clarifications/ queries, if any prior to submission of bid, prospective bidders may contact Attache (Admin) at [adm.nairobi@mea.gov.in](mailto:adm.nairobi@mea.gov.in) or through telephone 254 701464838 during office hours from 9 am to 5 pm on working days.

## Annexure -I

### Technical Bid

1. Name of the firm :
2. a. Full Postal Address of office  
b. Mobile no.  
c. Telephone no.  
d. Email ID :
3. Date of Establishment of the firm :
4. Name of the contact person to whom all references shall be made regarding the tender.
5. VAT registration details.
6. License/ Registration
7. Experience as required in the Tender Document (Proof to be enclosed)
8. Any other information which you consider necessary to furnish.
9. **Bank Guarantee for Earnest Money Deposit & Bid Securing Declaration**

### UNDERTAKING

- a) I, the undersigned certify that, I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period of contract.
- c) I hereby had undertaken to render the service as per direction given in the tender document.

Signature of the Bidder : -

Full Name : -

Designation : -

(Office Seal of the Bidder)

Place :-

Date :-

**Annexure -II**

**Financial Bid**

**QUOTE YOUR RATES**

**Price quoted should be in KES (Kenya Shillings) and should be inclusive of all costs except VAT. VAT should be indicated separately.**

1. Detail of Scope of Work :
2. Total Price for the work in Kenyan Shilling with item-wise break up :

Signature and Seal of the bidder/ representative of Survey Company.

Date :

Place :

**High Commission of India  
Nairobi**

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR  
FOR**

**Topographical Survey In Connection With Construction of State of Art Office  
Infrastructure for High Commission of India**

**Annexure - III**

**Bank Guarantee for Earnest Money Deposit**

Bank Guarantee No. :

Brief description of contract: **Tender For Undertaking Topographical Survey In Connection With Construction Of State Of Art Office Infrastructure For High Commission Of India.**

Name and Address of Beneficiary: **High Commission of India, 02<sup>nd</sup> Floor, Jeevan Bharati Building, Harambee Avenue, Nairobi**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Undertaking Topographical Survey In Connection With Construction Of State Of Art Office Infrastructure For High Commission Of India** and one of the tender condition is for the M/s(**Name of the Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting **Ksh. 5000 (Kenyan Shilling Five Thousand only)**. In fulfillment of the tender conditions, we ,(Name of Bank with address) hereby irrevocably and conditionally 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. 5000 (Kenyan Shilling Five Thousand only)**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and may 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.

3. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to **Ksh. 5000 (Kenyan Shilling Five Thousand only)**.

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from (**date of issue**) up to the (**date after 180 days from date of issue**) and claims under this guarantee should be submitted not later than(**date after 180 Days from the 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 **Government of Kenya** and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No. 758) and shall be subjected to exclusive Jurisdiction of the Kenyan Courts.

Date:

Place:

Name:

Signature & Seal :

(To be issued on concern bank's letterhead)

**Annexure - IV**

**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 bids document (2 years if not specified) from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date\_\_\_\_\_

Signatures\_\_\_\_\_