

**High Commission of India
Plot No.-11, Kyaddondo Road,
Nakasero, Kampala, Uganda**

Tender Number: KAM/ADMN/872/04/2022

Dated 04 October, 2023

Subject: Tender for “Design and construction of boundary wall including installation of razor wire and electric fence at the India House” (official residence of the High Commissioner of India, Kampala)

2. This tender document contains the following:

Serial Number	Annexure	Details
1.	Section-1	Notice Inviting Tender (NIT)
2.	Section-2	Pro-forma for “Letter of Bid”
3.	Section-3	Dates to Remember
4.	Section-4	Specification and Quantity of Equipment required
5.	Section-5	Scope of Work
6.	Section-6	Earnest Money Deposit (EMD)
7.	Section-7	Minimum Eligibility Criteria
8.	Section-8	Bids
9.	Section-9	Instructions to Bidders
10.	Annexure-1	Format for Submitting Financial Bid
11.	Annexure-2	Format for “Notification of Award of Work”
12.	Annexure-3	Format for “Contract Agreement”
13.	Annexure-4	Pro-forma of Bank Guarantee
14.	Annexure-5	Contact Details Form

Sd/-
(Jitender Singh Negi)
Head of Chancery
Tel No +256-41-4344631



NOTICE INVITING TENDER (NIT)

1.1 High Commission of India, Kampala invites Tender under two bid system from registered and authorized firms/agencies for **Design and construction of boundary wall including installation of razor wire and electric fence at the India House, Plot No 5, Hills Lane, Kololo, Kampala** as per the specifications given in the tender documents.

1.2 The tender document can be downloaded from our websites <https://www.eprocure.gov.in> and <https://www.hci.gov.in/kampala/> from **04.10.2023** onwards. **No fee for Tender Document will be charged.**

1.3 The interested firms/agencies should submit their bids as explained in the tender document.

1.4 Earnest Money Deposit (EMD) of UGX 4,700,000/- (Ugandan Shilling Four Million Seven Hundred Thousand only) in the form of account payee Demand Draft (DD)/Pay Order (PO) drawn in favour of "**High Commission of India, Kampala**" is required to be submitted along with tender bids.

1.5 Starting date for site visit will be on any working day from 05.10.2023 to 27.10.2023 (from 1000 hrs to 1600 hrs) and Bids can be submitted on any working day from 05.10.2023 to 27.10.2023 (from 0930 hrs to 1730 hrs).

1.6 The High Commission of India, Kampala reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the High Commission of India, Kampala shall be final and binding.

-Sd-

(Jitender Singh Negi)

Head of Chancery

Tel No: +256-41-4344631

SECTION-2: LETTER OF BID

LETTER OF BID

[To be printed on bidder's letterhead]

Date....., 2023

To
The Head of Chancery
High Commission of India
Plot No. 11, Kyaddondo Road, Nakasero, Kampala

Reference: Tender No. KAM/ADMN/872/04/2022 dated 04 October 2023

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bid Documents for construction of boundary wall and supply and installation of electric/razor wire fencing at the India House, Plot No 5, Hills Lane, Kololo, Kampala.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security in accordance with the Bid Document.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely

(Full Name)

Designation

[Put the seal here]

[Authorized person shall attach a copy of authorization for signing on behalf of bidding company]

SECTION-3: DATES TO REMEMBER

3. Crucial dates and time for the above tender would be as under:

Sl. No.	Events	Date	Time
1	Notice Inviting Tender	04.10.2023	09:30 Hrs
2	Starting date for site visit	05.10.2023	10:00 Hrs to 16:00 Hrs (on Working days)
3	Last date for site visit	27.10.2023	
4	Starting date for submission of bids	05.10.2023	09:30 Hrs
5	End date for submission of bids	27.10.2023	17:30 Hrs
6	Opening of Technical Bids	30.10.2023	15:00 Hrs
7	Opening of Financial Bids	To be decided later (Of only those who qualified in Technical Bid stage)	

SECTION-4: SPECIFICATION OF EQUIPMENTS/ITEMS

4. The specifications should be as under:

The existing front perimeter wall is to be demolished, new concrete wall (Height of the wall from ground level should be minimum 11 feet and length approx 50 metres) is to be constructed and Razor wire/concertina coil and electric fencing will be installed on proposed perimeter wall, as per details follows:

ELEMENT 1: Preliminaries

a) **Drawings for approvals:** Assess Renovations and provide required drawings of the fence and required by the approval KCCA authorities

b) **Approvals:** Allow for Approval fees as per statutory regulations- Process and fees.

c) **Safety Planning and Control:**

i) Provision for traffic safety control and planning along – Price Charles drive, including but not limited to Flag men, traffic diversions controls to protect pedestrians safety controls, traffic plan, signage etc.

ii) **Site Safety Controls:** Provision for safety of workers and surrounding environment and neighbourhood including but not limited to safety awareness, cautions and signages

d) **Site Hoarding/Protection:** Provision for site hoarding and sealing off the entire construction area up to height not less than 6 metres including necessary lighting, connection, accessories, etc – Client to provide **only** Electricity connection feed for site lighting.

ELEMENT 2: DEMOLITIONS & REMOVALS

a) Carefully demolish existing 230mm thick walls perimeter fence walls; removal of old gate (non sliding gate), remove arising debris from site and make good disturbed surfaces (method of demolition using Excavator).

Ditto but demolition of failing retaining wall.

Care to be taken that the road surface, KCCA city Drainage lines are not blocked and are maintained safe and operational.

b) Cut away to slope and protection of soil slope and take away excavated material to reduce overburden pressure arising from upside soil. Haulage distance in excess of 5km to spoils or fill taking into account of environmental practice as required by city authorities.

Environment/Land scaping/Public infrastructure replacement: Provision for replacing planters/flowers/grass/trees along the road side and associated structures in front below the fence that will be affected during demolitions/construction operations and to properly reinstate environment around the site to original form ensuring that beauty of the area is maintained. Including **All public infrastructure affected during demolitions including road kerblines up to 50 metres including associated works to be replaced as per KCCA guidelines/instruction or as shall be approved by the City Authority-These structures shall be affected by or during demolition, excavations for foundations, or by machines or turning trucks.**

ELEMENT NO. 3 Retaining Wall Construction.

a) Excavate retaining wall foundation trenches not exceeding 2.4m depth and keep excavated material for back fill, allowing 0.6m working space.

b) Prepare and cast 200mm thick plain concrete class 15, blinding the foundations

i) Ditto but in column bases

c) **Retaining Wall Beams and columns: VIBRATED REINFORCED CONCRETE CLASS 25 (20MM AGGREGATE)**

i) Provide and cast column concrete class 25

ii) Provide and cast beamns Concrete class 25

d) **Retaining Wall Reinforcements: STEEL REINFORCEMENT as described including cutting to length, bending, hoisting and fixing and including all necessary tying wire and spacing blocks.**

i) 12mm Diameter bars

ii) 16mm Diameters bars

e) **Masonry construction for Retaining Wall**

i) 70.0mm Thick masonry stone pitched wall in cement sand (1:4) mortar including cutting, pointing, polishing

ELEMENT NO.4: PERIMETER FENCING:

Solid concrete blocks jointed and pointed in cement sand (1:3) mortar with and including hoop iron ties every alternate course.

i) 230mm Thick concrete block wall (Without Plaster)

ii) Well burnt clay bricks courses Underlying block work to prevent water seeping up the fence at Damp proof course interface.

DAMP PROOF MEMBRANE

iii) 1000 Gauge polythene sheeting laid on blinded hardcore.

Ditto but bitumious finish to plinths before backfilling as water proofing.

ELEMENT NO.5: FINISHES

i) Prepare and apply cement and sand in 1:3 rendering on the Fencing walls-15mm wooden float finish.

ii) Prepare and apply first grade Paste paint on plastered walls including primer and Glazing to protect wall from rain/waeter effects.

- iii) Prepare and apply pointing stone pitched joinings on retaining wall on the road end with high glos-paint or equivalent from rain/weather effects.
- iv) Prepare and apply well burnt clay facing bricks 220x38x75mm on Fence face on roadside including mortar joint in Ratio 1:3.
- v) Prepare and apply cement and sand screed finish – steel float finish coping including gate columns
- vi) Prepare and apply hi-glos paint on finished coping including sanding and primer or equally approved weatheguard emulsion paint.

ELEMENT 6: ELECTRIC/ RAZOR WIRE

- i) Supply and install free stand electric razor lines 730mm diameter along the top of the perimeter fence (Unit component of 7metres long)
- ii) Supply and Install Backup energiser, alarm and earthrod including provision of HT electrical cable and earth rod.
- iii) Supply and Install lines razor wires 450mm galvanized (minimum 3 layers).

ELEMENT 7: SITE REINSTATEMENT

- i. Site Reinstatement including dismantling and taking away erected scaffolding, materials or dismantling traffic signanages and clearing site and handover.

To match the existing wall, the specifications of the material to be used would be as under:

- (i) Ceramic Bricks as per requirement
- (ii) Sand/Cement/Silicon paint/weather coat as per requirement
- (iii) Any other material as per requirement (**bidders should visit the site before submission of bids for better understanding of the work involved**)
- Net fencing (50 metres approx. X 4 feet)**
- (iv) GI wire net fencing (3mm, 1½ inch X 1½ inch) as per requirement
- (v) MS Pipe (3mm 4½ inch), MS clamp as per requirement
- (vi) Base plate, anchor bolt, cross plate, nut plate, nut, royal bolt, 2-inch angle, 1½ inch angle, 1-inch flat bar etc. as per requirement
- (vii) Cement, sand, bricks chips as per requirements
- (viii) paint
- (ix) Any other material as per requirement (**bidders should visit the site before submission of bids for better understanding of the work involved**)

SECTION-5: SCOPE OF WORK

5.1 The items covered under this tender document are required to be supplied and fitted at the **India House, Plot No 5, Hills Lane, Kololo, Kampala.**

5.2.1 The bidder shall prepare drawing and design of the perimeter wall to include concrete wall, installation of razor wire/concertina coil and electric fence as per the technical specifications provided in Section-4 of the tender document.

5.2.2 The bidder shall have the drawing and design of the perimeter wall approved from the employer and thereafter obtain statutory approval from KCCA authorities.

5.2.3 The existing wall & concertina wire and spikes on the top of the wall have to be removed.

5.3 The above mentioned work shall be carried out with contractor's own material and labour.

5.4 The area of station will be cleared and cleaned by the contractor at the closing of daily work.

5.5 The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of the High Commission of India.

5.6 All scaffolding & safety equipment will be arranged by the contractor. The Contractor shall take all necessary precautions to ensure safety.

5.7 Warranty/Defect Liability Period (DLP):

a) All the items supplied shall carry minimum one (01) year on site comprehensive warranty including items and labor from the date of fitting and commissioning.

b) The bidder must undertake to provide the fitting and warranty service at kampala.

c) The repairing/rectification/replacement required, if any, of the items under warranty must be done on-site.

d) The civil work executed shall have DLP of 01 (one) year from the date of completion of the work.

SECTION-6: EARNEST MONEY DEPOSIT (EMD)

6.1 The amount towards EMD is Ugx 4,700,000/- (Ugandan Shillings Four Million Seven Hundred Thousand only).

6.2 The tender documents should be accompanied by Earnest Money Deposit (EMD) of appropriate amount, in the form of a Demand Draft (DD)/Pay Order (PO) drawn on any Nationalized Bank, in favour of "**High Commission of India, Kampala**".

6.3 EMD will not be accepted in the form of Cash/Cheque/FDR/BG or any other form except DD/PO.

6.4 Bids submitted without "EMD" will stand rejected.

6.5 **No interest shall be payable on EMD.**

6.6 The EMD will be returned to the bidder(s) within 30 days from the date of issuance of the Notification of Award of Work on the selected bidder or cancellation of the tender.

6.7 **The EMD shall be forfeited :**

a) If the bidder withdraws the bid during the period of bid validity specified by the bidder in the bid form.

b) In case of successful bidder, if the bidder

(i) fails to sign the Contract Agreement in accordance with the terms of the tender document

(ii) fails to furnish required Performance Bank Guarantee in accordance with the terms of Tender Documents within the time frame specified in the tender document

(iii) fails or refuses to honour his own quoted prices for the services or part thereof.

SECTION-7: MINIMUM ELIGIBILITY CRITERIA

7.1 The following shall be the Minimum Eligibility Criteria for selection of bidders at the technical stage of the bidding process:

- a) **Legally Valid Entity** : The bidder/bidding firm should necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having valid Trade License granted by the City Corporation to do business.
- b) **Registration** : The bidder/bidding firm must have VAT registration with the concerned authority.
- c) **Experience** : The bidder/bidding firm shall have experience in civil construction work, supply and installation of mesh grill/net fencing for Embassies/High Commissions/ Government Ministries/ Departments/Public Sector Companies/ Reputed Corporate Organizations/ Multinational Companies.
- d) **Company profile/information regarding key personnel** : The bidder/bidding firm shall also include in its bid, as per pro-forma at **Annexure-5** to this tender document, details about the company and its key personnel.
- e) **EMD** : The bidder/bidding firm should attach the EMD of appropriate value as prescribed in SECTION-6 of this tender document.
- f) **Annual Turnover**: The tenderer should have had an average annual financial turnover of UGX 117,500,000/- or more during the immediate last three consecutive financial years, duly certified by a Chartered Accountant.
- g) **Profit-Loss statement** : 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. Audited profit-loss statements for the previous five financial years should be submitted.
- h) **Bank Solvency** : The tenderer should submit a Certificate of Solvency for UGX 94,000,000/- or more, certified by bank. The certificate should not be older than six months.
- i) **Similar work**: The tenderer should have satisfactorily completed (i) one similar work of value of UGX 188,000,000/- or (ii) two similar works of value of UGX 141,000,000/- or (iii) three similar works of value of UGX 94,000,000/- during the last three years.

7.2 Documents in support of Minimum Eligibility Criteria :

- a) As proof of having fully adhered to the minimum eligibility criteria at 7.1 (a) above, attested copies of certificates issued by the respective authority should be attached with the bid.
- b) As proof of having fully adhered to the minimum eligibility criteria at 7.1 (b) above, attested copy of VAT Registration certificate should be attached with the bid.
- c) As proof of having fully adhered to the minimum eligibility criteria at 7.1 (c) above, attested copies of experience certificates for complete/ongoing work issued by Foreign Embassies/High Commissions/ Government Ministries/Departments/Public Sector Companies/Reputed Corporate Organizations/ Multinational Companies should be attached with the bid.
- d) As proof of having fully adhered to the minimum eligibility criteria at 7.1 (d) above, copies of supporting documents for company profile/information about key personnel should be attached with **Annexure-5** to this tender document.
- e) As proof of having fully adhered to the minimum eligibility criteria at 7.1 (e) above, the PO/DD towards EMD (in original) should be attached with the bid.

SECTION-8: BIDS

8.1 Preparation of Bids:

- a) Two-bid system will be followed for this tender. In this system, bidder must submit his offer as explained below.
- b) The bidders should submit the bid in three separate sealed envelopes containing EMD (**Envelope No. 1**), Technical Bid (**Envelope No. 2**) and Financial Bid (**Envelope No. 3**), with the same being clearly superscribed on the envelopes. Technical bid should contain the supporting documents for fulfilling the eligibility criteria. Any bid which would not contain EMD of requisite amount will be rejected.
- c) Please write Tender Number viz. No. **KAM/ADMN/872/4/2022** on each envelope and seal all the envelopes.
- d) Technical bids of only those bidders will be opened who have submitted a valid EMD.
- e) Financial bids of only Technically qualified bidders will be opened.
- f) Bidders must quote the price (Financial bid) in the format given in **Annexure-1** to this tender document .
- g) *This is a Lumpsum Tender. Bidder should quote Lump Sum bid amount for the work. (excluding VAT).*
- h) The Priced BOQ submitted by the bidder as per Annexure-1 shall be considered only for working out any variation/addition in quantities.
- i) L1 bidder shall be decided on the Lumpsum quote of the bidder.
- j) No other documents except "Price Schedule" may be submitted along with Financial Bid otherwise the bid shall stand rejected.
- k) All amounts are to be quoted only in **Ugandan Shilling**. The price quoted shall be considered firm and no price escalation will be permitted. The prices quoted should be inclusive of charges for **freight, insurance, packing, after sales service, etc.**
- l). All the three sealed envelopes should be placed in a larger envelope clearly mentioning "**Tender No. KAM/ADMN/872/4/2022 for "Design and construction of boundary wall including installation of razor wire and electric fence at the India House"**".

8.2 Submission of Bids:

- a) The bid complete in all respect may be submitted to the Head of Chancery, High Commission of India, 11, Kyaddondo Road, Nakasero, Kampala. ***The bids viz. Technical and Financial Bids should be submitted in two sets – one original and one copy.***
- b) The bid should be neatly arranged, plain and intelligible. The language of the bid should be **English** as far as possible.
- c) Each page of the bid should be signed.
- d) Bid should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will summarily be rejected.
- e) Insertions, postscripts, additions and alterations in the bids submitted shall not be recognized, unless confirmed by bidder's signature.

8.3 Deadline for Submission of Bids:

- a) Bids must be submitted on or before **27.10.2023 (1730 hrs)** which is the last date for submission of bids.
- b) In the event of the specified date for the submission of bids being declared a holiday for the High Commission of India, Kampala, the deadline for submission of bids will stand extended to the next working day up to the same time.
- c) The High Commission of India, Kampala may extend the deadline for submission of bids by amending the bid document and the same shall be notified on the website of the High Commission of India, Kampala (<https://www.hcigov.in/kampala/>).
- d) No bid (s) will be accepted after the deadline for submission of the bids.

8.4 Validity of Bids:

- a) Bids shall remain valid and open for acceptance **for a period of 180 days** from the last date of submission of bids.
- b) A bid valid for a shorter period shall stand rejected.

c) The High Commission of India, Kampala may ask for extension of validity of bids for another period of 60 days, without any modifications and without giving any reasons thereof. Such request and the response shall be made in writing only.

d) In case, the High Commission of India, Kampala calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

8.5 Bid Opening Procedure:

a) **Technical Bids (Envelope No. 2)** of those bidders, whose **Earnest Money Deposit (Envelope No. 1)**, is found to be valid, will be opened in the Conference Room of the High Commission of India, 11, Kyaddondo Road, Nakasero, Kampala.

b) Technical Bids will be opened **at 1500 hrs on 30.10.2023** in presence of participating bidders or their representatives and the Tender Evaluation Committee (TEC) constituted by the competent authority of the High Commission of India, Kampala.

c) After evaluation of the Technical Bids, the qualified bidders will be shortlisted.

d) **Financial Bids (Envelope No. 3)** of shortlisted bidders only shall be opened on a subsequent date which will be intimated to them by email/fax.

e) Financial Bids (**unopened**) of **those bidders who will not qualify** at Technical Evaluation stage will be returned to them.

f) The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date and the time will remain unchanged.

g) A letter of authorization shall be submitted by the bidders' representatives before opening of the bids.

h) Absence of any bidders or their representatives shall not impair the legality of the opening procedures.

i) The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.

SECTION-9: INSTRUCTIONS TO BIDDERS

9.1 Code of Integrity: All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as (i) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

9.2 Conflict of interest: The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

9.3 Notification of Award of Work:

- a) HCI, Kampala shall award the work to the eligible bidder whose bid will be accepted and determined as the lowest evaluated commercial bid.
- b) Award of work will be notified as per pro-forma given in Annexure-2 to this tender document.

9.4 Contact information:

Head of Chancery
High Commission of India
11, Kyaddondo Road,
Nakasero, Kampala
Tel No +256-41-4344631
Email: hoc.Kampala@mea.gov.in

9.5 Amendment of Tender Document

- a) At any time prior to the deadline for submission of bids, The High Commission of India, Kampala may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- b) Any corrigendum/addendum to the above tender document, if required, will be hosted in the website of the High Commission of India, Kampala as given above.

9.6 Purchaser's Right to amend Scope of Work:

If, for any unforeseen reasons, the High Commission of India, Kampala is required to change the Scope of Work, this change shall be acceptable to the bidder without any change in the price quoted.

9.7 Interpretation of the clauses in the Tender Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, High Commission of India's interpretation of the clauses shall be final and binding on all parties.

9.8 Contract Agreement:

- a) The successful bidder will be required to sign a Contract Agreement for the above work with the High Commission of India, Kampala as per the format given in Annexure-3.
- b) The Contract Agreement must be signed within seven (7) days after the acceptance of the Notification of Award of Work by the successful bidder.

9.9 Performance Security (PS):

- a) The successful bidder has to deposit Performance Security in the form of a Demand Draft/Pay Order/ Bank Guarantee drawn in favour of the High Commission of India payable at Kampala. If it is Bank Guarantee, the same should be as per the format given in Annexure-4 to this tender document.
- b) Performance Security will be of an amount equivalent to 5% (five percent) of the total Contract Price.
- c) Performance Security should be submitted within fifteen (15) days of signing of Contract Agreement.
- d) Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all the contractual obligations of the bidder (Service Provider).
- e) No interest shall be payable on Performance Security.

9.10 Payments:

(i) Mobilisation advance:

- a) Mobilisation advance will be limited to 10% of tendered amount.
- b) The mobilisation advance shall be released only on submission of a Bank Guarantee from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery.
- c) The advance shall be released in two or more installments.
- d) A valid Bank Guarantee should be available for the amount of outstanding advance at all times. The recovery of mobilisation advance shall commence after 10% of work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

(ii) **Secured Advance:** Payment against 80% of the landed price of nonperishable material brought at site but yet to be used in works shall be allowed as secured advance and this shall be adjusted in Running Account Bill of work done involving material (full or part) as consumed in works.

(iii) Payment of 25% on 25% work completion as certified by Mission.

(iv) Payment of 25% on 50% work completion as certified by Mission.

(v) Payment of 20% on 80% work completion as certified by Mission.

(vi) Balance Payment on 100% work completion as certified by the Mission.

9.10.1. : Retention Money

Retention money @ 5% of the accepted tender amount will be deducted in each Running Bill Payment. Retention money shall be released on completion of DLP. Retention money may be released against equivalent amount of Bank Guarantee (BG) to be submitted by the contractor. BG shall be valid for completion period plus DLP.

9.11 Penalty for delayed Services:

- a) It shall be 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay.
- b) The High Commission of India, Kampala reserves the right to cancel the order in case the delay is more than five (05) weeks.
- c) The penalties, if any, shall be recovered from the 10% claim due after installation & commissioning or from the Performance Security.

9.12 Force Majeure:

The High Commission of India, Kampala may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force

Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

[On the letterhead of the bidding firm]

Date:, 2023

Format for submitting the Price Schedule for Design and construction of boundary wall including installation of razor wire and electric fence at the India House, Polt No. 5, Hills Lane, Kololo, Kampala

Reference: Tender No KAM/ADMN/872/04/2022 dated 04 October, 2023

To
Head of Chancery
High Commission of India
11, Kyaddondo Road,
Nakasero, Kampala,
Uganda.

Price Schedule

S. No.	Item Description	Total Bid Quantity	Unit Price (In UGX)	Total Price (in UGX)
1	2	3	4	5

Note:

Above quoted price for Design and construction of boundary wall including installation of razor wire and electric fence at the India House is complete in all respect as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully
(Signature of Authorised Signatory)
(Name)
Designation
Seal of the company

NOTIFICATION OF AWARD

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Works for [name of project/Contract] for the Contract Price of UGX [Amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderer is hereby accepted by [name of Employer].

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed
Duly authorised to sign for and on behalf of
[Name of Procuring Entity]
Date:

CONTRACT AGREEMENT

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer 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 UGX [Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 Tenderer;
- d. Work Methodology,
- e. the priced bill of Quantities as submitted by the Tendered;
- f. Scope of Work
- g. Performance Guarantee

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer 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 Employer 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 Uganda on the day, month and year first written above.

For the Employer:
Signature

For the Contractor:

Print Name
Title
In the presence of
Name
Address

PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)

To,

**Head of Chancery
High Commission of India
11, Kyaddondo Road,
Nakasero, Kampala**

BANK GUARANTEE NO:

DATE:

Dear Sir(s)

This has reference to the Notification of Award of Work No. _____ dated _____ placed by the High Commission of India, Kampala to M/s (Name & Address of vendor) for _____.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install the items listed in said order at the High Commission of India, 11, Kyaddondo Road, Nakasero, Kampala, Uganda to the entire satisfaction of the High Commission of India, Kampala and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Uganda, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the No. _____ dated _____. M/s (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

The High Commission of India, Kampala shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the supplier's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the High Commission of India, Kampala under any security(ies) now, or hereafter held by the High Commission of India, Kampala and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the High Commission of India, Kampala hereunder or of prejudicing right of the High Commission of India, Kampala against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the High Commission of India, Kampala and liabilities of the supplier arising upto and until date _____.

Your right to recover the said sum of UGX _____ /- (Ugandan Shilling _____ Only) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to UGX _____ /- (Ugandan Shilling _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

A. Our liability under this guarantee shall not exceed UGX.....(in words)

B. This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee

C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

D. The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,
For (Name of Bank)
SEAL OF THE BANK
Authorised Signatory

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory	
Nationality	
Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting documents)

1.

2.

3.

4.

5.

Bidder information

(More detailed information on the following aspect may be given in typed form)

Business background

How many years has your firm been in business? How many years under its present business name?

Attach a current organizational chart and include the total number of employees in your firm in Kampala, by various locations.

Claims and Suits (Explain any "Yes" answers)

Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?

Has your firm ever failed to complete work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?

Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

Financial Information

Please provide copies of your firm's audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.

How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.

Please list your top five (5) customers and indicate what % of your business they represent.

Who are your bankers?
