

No. WIN/872/1/2019
The High Commission of India,
97, Nelson Mandela Avenue,
Windhoek.

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR
RENOVATIONS TO EXISTING BUILDING, NEW HALL AND PERIMETER**

1. The President of India acting through the **High Commissioner** of India in Windhoek requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for Renovations to existing building, new hall and boundary wall at the High Commission of India. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of **N\$ 195,915.00**, must reach office of

High Commission of India
97 Nelson Mandela Avenue,
PO Box 1209
Windhoek
Phone No. +264-61-226036/37

on or before 1500H on 18 October 2019. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/epublish/app> and also the official website of the High Commission of India, at www.hciwindhoek.gov.in or collected by hand from address mentioned above.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the technical and financial proposals for the Design & Construction of services required for Renovations to existing building, new hall and boundary wall at the High Commission of India, 97 Nelson Mandela Avenue in Windhoek.

3. Location and description of Property:

High Commission of India
97, Nelson Mandela Avenue,
Windhoek

4. **Scope of Work:** Technical and financial proposals for the Design & Construction of services required for Renovations to existing building, new hall and boundary wall at the High Commission of India. (please see Section IV) of the Tender document.

5. **Period of Completion:** Four months from the date of award of contract.

6. **Site visit:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from **30 Sep 2019, 0900H** onwards after prior appointment with

Head of Chancery
High Commission of India
97 Nelson Mandela Avenue,
Windhoek
Phone No. +264-61-226036/37
Email – hoc.windhoek@mea.gov.in/admn.windhoek@mea.gov.in

7. **Submission:** Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with Renovations to existing building, new hall and boundary wall for High Commission of India, Windhoek which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII or Section-VIII. This envelope is to be super-scribed as “**EMD**”.

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “**Technical Bid**”.

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as “**Financial Bid**”.

8. The last date of submission of sealed bids is 1500H on 18 October 2019 in the office of

Head of Chancery,
High Commission of India,
97, Nelson Mandela Avenue,
Klein Windhoek,
P.O. Box No.1209,
Windhoek.
Tele: +264-61-226036/37
Email: hoc.windhoek@mea.gov.in

Technical bids will be opened on 1500H on 18 October 2019 in the High Commission of India, Windhoek. All pages of the submission document must be signed by authorised signatory.

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TENDER FOR SELECTING CONTRACTOR
FOR
Renovations to Existing Building, New hall and Perimeter wall

Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

B. Financial Bid Documents:

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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TENDER FOR SELECTING CONTRACTOR
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Invitation to Tender

1. The President of India acting through the *High Commissioner* of India in Windhoek invites Lump-sum Fixed Price Tender for Renovations to Existing Building, New hall and Perimeter wall. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

| Technical Bid Document: | |
|--------------------------------|---|
| Document – I | Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria |
| Financial Bid Document: | |
| Document- II | Form of Tender (Lump sum price to be quoted on this form by Bidder) |
| Document- III | Schedule of Items |
| Document- IV | Conditions of contract including standard formats for Bank Guarantee, etc. |

2. The last date of submission of sealed bids is 1500H on 18 October 2019 in the office of

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97, Nelson Mandela Avenue,
Klein Windhoek,
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Windhoek.

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3. Technical bids will be opened on 1500H on 18 October 2019 in the High Commission of India, Windhoek. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Windhoek. Any Tender received after this date and time will not be considered.

4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. Eligibility Criteria:

5.1 Permit: The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in Windhoek in the Diplomatic property of the High Commission of India, Windhoek.

5.2 Similar work: The Tenderer must have satisfactorily completed

- 5.2.1 one similar work of value of **N\$ 7,836,604.00** or
- 5.2.2 two similar works of value of **N\$ 5,877,453.00** or
- 5.2.3 three similar works of value of **N\$ 3,918,302.00**. Similar works means *building works comprising of new housing/ new office complex/ major renovations to housing or office complex.*

5.3 Bank Solvency: Certificate of Solvency for **N\$ 3,918,302.00** certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The annual turnover of the tenderer should be equal to or more than **N\$ 9,795,755.20** during the immediate last three consecutive financial years.

5.5 Profit-Loss: The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. (financial statements from the bank shall be attached)

6. Defects Liability Period: Defects Liability period will be twelve months from date of successful completion of project.

7. Performance Security: 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work.

8. Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

9. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days' period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works is 120 days calculated from the date of commencement of works.

11. Retention Money: 10% of accepted contract value to be deducted from the running bills, 50% of this retention money shall be released after 180 days of completion of work. The entire balance of retention money shall be released at the end of Defect Liability period.

12. Arbitration:

12.1 If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.

12.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws)

Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

12.3 The Arbitration will have its sittings in Windhoek

13. Rejection: High Commission of India, Windhoek reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

14. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. High Commission of India, Windhoek reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

15. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

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**TENDER FOR SELECTING CONTRACTOR
FOR
Renovations to Existing Building, New hall and Perimeter wall**

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

| | | |
|---------------|---|--|
| Section-I | : | Instruction to bidders |
| Section-II | : | Introduction and Credentials of Bidder (To be prepared and submitted by the Bidder) |
| Section -III | : | Terms and conditions of Contract |
| Section- IV | : | Scope of work |
| Section- V | : | Schedule of Quantity (To be prepared and submitted by the Bidder) |
| Section - VI | : | Form of Bid (Lump sum fixed price to be quoted by Bidder) |
| Section - VII | : | Standard format for Earnest Money Deposit (EMD). |
| Section-VIII | : | Bank Guarantee Performa for Performance Security |

1.2 **Site visit:** Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the 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.

1.3 **Cost of Tendering** - The High Commission of India, Windhoek will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit–

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee or Online payment to

**High Commission of India,
Standard Bank,
Business Current Account no. 60003502677,
Branch code-08237300 GVC,
Windhoek,
SWIFT code-SBNMNANX)**

amounting to **N\$ 195,915.00**

1.5 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.5.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

1.5.2 Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

1.5.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.5.4 The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be *in Namibian dollar* only.

1.5.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.6 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with **Renovations to Existing Building, New hall and Perimeter wall** for High Commission of India, Windhoek which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as "**EMD**".

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "**Technical Bid**".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "**Financial Bid**".

1.6.1 All the sealed covers, should be placed in the main sealed envelope superscripted " Renovations to Existing Building, New hall and Perimeter wall at the High Commission of India" addressed to the

Head of Chancery,
High Commission of India,
97, Nelson Mandela Avenue,
Klein Windhoek,
P.O. Box No.1209,
Windhoek

and must reach **on or before 1500H on 18 October 2019**. Bids may be hand delivered or sent by post at the aforementioned address so as to reach on or before the prescribed date and time. Employer will not be responsible for any postal delay.

1.6.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Windhoek to all Bidders. Tenders received after this date will not be considered.

1.6.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.7 Validity of Bid - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

1.8 The important schedules and dates are as under:

| Sl. No. | Key Event | Dates |
|---------|---|---|
| 1. | Collection of tender documents | 1500H on 27 Sep 2019 onwards |
| 2. | Last date for submission of Bids | 1500H on 18 October 2019 |
| 3. | Date of opening of technical Bids (Participant bidders may wish to be present) | 1500H on 18 October 2019 |
| 4. | Pre bid meet for interested candidates | 1500H on 04 October 2019 |
| 5. | Venue for opening of Bids and Pre bid meet | Conference Room, High Commission of India 97, Nelson Mandela Ave. Klein Windhoek. Windhoek, Namibia. |

1.9 Pre-bid meeting: A pre-bid meeting is scheduled as mentioned above in the High Commission of India, Windhoek. Interested bidders may contact the office of

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to attend the pre-bid meeting.

1.10 Tender and Schedule of Quantities

1.10.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.10.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.10.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.10.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

1.10.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

1.11 Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

1.12 Errors and Rectification:

1.12.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

1.12.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.12.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.13 Selection process:

1.13.1 Envelope B (Technical bids) will be opened *at 1500H on 18 October 2019* in the High Commission of India, Windhoek. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Windhoek.

1.13.2 The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

1.13.3 A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the High Commission of India, Windhoek.

1.14 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India, Windhoek. The High Commission of India, Windhoek may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.15 Amendments to Tender Document - At any time prior to the date of opening of the tender, the High Commission of India, Windhoek may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the High Commission of India, Windhoek.

1.16 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact

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Email: hoc.windhoek@mea.gov.in/admn.windhoek@mea.gov.in

1.17 All information requested by and supplied to one bidder will be supplied to all bidders.

1.18 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India, Windhoek as to the meaning of anything connected with the Tender Document.

1.19 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.19.1 If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Windhoek.

1.19.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.19.3 If there is evidence of collusion between Bidders.

1.19.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.19.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.20 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.21 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the High Commission of India, Windhoek.

1.22 No escalation of price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. **shall not be applicable.**

1.23 Payments:

1.23.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the High Commission of India, Windhoek.

1.23.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the High Commission of India, Windhoek who will approve it before it forms part of the agreement.

1.23.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the High Commission of India, Windhoek, the progress payment shall be made by the High Commission of India, Windhoek on the basis of evaluation of work done.

1.23.4 All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

1.24 High Commission of India, Windhoek's right to waive - The High Commission of India, Windhoek reserves the right to waive any deficiency in any tender where such waiver is in the interest of the except that no proposal will be accepted if the

Earnest Money Deposit (EMD) in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

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Section-II

2. Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: Proposals should include the following information:

2.1 Technical Proposals

- (a) Curriculum Vitae of Bidder (Contractor, Engineering Consultants, Architect, Quantity Surveyor and Principal Agent)
- (b) An outline of recent experience on assignments/ projects of similar nature executed during the last five years.
- (c) Company registration certificates.
- (d) Proof of registration with Construction Industry Federation (CIF), Institute of Quantity Surveyors (INQS) and Engineers Council of Namibia (ECN)/Association of Consulting Engineers Namibia (ACEN).
- (e) A proposed conceptual design. Consultants are expected to provide the following as part of the conceptual design:
 - (i) Conceptual sketches / drawings of the proposed solution
 - (ii) A brief description of the concept, the proposed materials and components to be used.
 - (iii) A cost estimate of the proposed concept design, accurate to within 10% of the expected actual construction value.
 - (iv) Any comments or suggestions of the Bidder on the Scope of Works (SOW).
 - (v) A description of the manner in which the Bidder would plan to execute the work.

2.2 Financial Proposals

The financial proposals should be given in the "Form of Tender" with Schedule of Quantities.

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Section-III

3. Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

3.2 All taxes, duties both import and/or customs, and any other surcharges, surtaxes and charges shall be included in all prices given in this priced Bill of Quantities. VAT is to be added only in the price summary of the Bill of Quantities.

3.3 The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

3.4 **Period of completion** for the work is four months from the date of award of the contract.

3.5 **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

3.6 The tenderer shall guarantee among other things, the following: -

- (i) Quality, strength and performance of the materials used;
- (ii) Follow up service, if required.;
- (iii) Good workmanship.

3.7 Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

3.8 **Contractor's all risk policy:** A suitable Contractor's all risk policy shall be obtained by contractor at his own expense as per the prevailing local practice/local law before commencement of work. Employer shall be indemnified from any mis-happening/ accident at site.

3.9 **Workmen Compensation policy:** A suitable Workman's all risk policy as per prevailing local practice/local law shall be obtained by contractor at his own expense

before commencement of work. Employer shall be indemnified from any mis-happening/accident at site.

3.10 Payment: - Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

3.10.1 Running Account (RA) Bills for 4% (minimum) of accepted tender cost in stages as per payment schedule;

3.10.2 10% of accepted tender cost after completion of work in all respects;

3.10.3 5% of accepted tender cost after handing over to the **The High Commission of India, Windhoek** for beneficial use to be released after **six months** of completion of work, subject to satisfaction of the employer about the work done.

3.10.4 The detailed work schedule and the payment schedule would be furnished by the Contractor to **The High Commission of India, Windhoek**. who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

3.11 No escalation on rates in works shall be admissible.

3.12 Each RA bill payment shall be made for at least 4% of physical progress.

3.13 Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.14 Defects Liability Period shall be as per Warranty Period of the equipment and will be **12 (Twelve) months** for the civil work executed from date of practical completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, The **High Commission of India, Windhoek** shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the **The High Commission of India, Windhoek**.

3.15 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

3.16 The specification and drawings form part of, and shall be read in conjunction with all contract documents and drawings; bills of quantities and the project specifications dealt with in the sections. Bidders shall study the building contract and make themselves fully aware of, and allow for all conditions and requirements as the Client will not accept any responsibility for any disputes after submission of the quotation.

3.17 Should the Tenderer not endeavour to finalise the Final Account with the Quantity Surveyor within three months after receipt of same, the final cost figures as reflected in the Quantity Surveyor's Final Account will be taken to be the final cost of the project and no further negotiations will be entertained by the Employer.

3.18 Specification: The item of work / materiel used in the work shall be complying with the standard of quality like British standard / American standard / Indian Standard or equivalent. The material used /or workmanship should be of equivalent or higher standard than the existing items. Sound engineering practice should be adopted in all items of work execution.

3.19 Contractor is bound to complete the work once they deposit the performance bank guarantee and signs the contract agreement. In case of non-completion of work or showing no intention to complete the work within stipulated time of completion of work or within approved extended time of completion of work, the Employer shall be at liberty to forfeit retention money, performance guarantee and any other dues of contractor available with department.

3.20 Contractor is also bound to rectify / replace the defective item of work or workmanship which may come to notice during defects liability period or within the guarantee period of water proofing work at his own risk and cost. In case of non-compliance of removal / rectification/ replacement of defective item of work or workmanship, the employer shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the contractor available with the Employer.

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FOR
RENOVATIONS TO EXISTING BUILDING, NEW HALL AND PERIMETER WALL

Section-IV

4. Scope of Work

Scope of work given below is tentative. The bidder may inspect the site and understand the full scope of work. They may add any other item required to complete the work. Their quote on form of tender should include the cost of complete work which includes the scope of work mentioned below and also the additional item of work which they feel necessary for completion of the work. The bids shall be compared based on final amount mentioned on Form of tender.

4.1 Boundary wall:

- (a) 2.5 m high and 13" thick plastered brick walls approximately 250 m in length.
- (b) The wall should have Y angles support at every 2.5 m max, having total of horizontal seven (7) Barbed wire strands (four plus three).
- (c) The wall should also have double layer Punched tape concertina coil (hot dip galvanized with min diameter 600 mm and minimum tensile strength of 1600 N/mm²) and electronic fence with alarm system. The specifications should meet IS/SABS codes.
- (d) **CCTV system**
 - (i) With recording capacity for more than three months, having night vision capability covering all locations and access points.
 - (ii) Detail site layout plan covering all access points from outside as well inside of the main High Commission building will be submitted along with the proposal.
 - (iii) The system should have mix of 32 channel NVR with 4 SATA supported with LINUX system, Backup way (support U Disk, USB mobile HDD, USB DVDRW, Network storage & backup), 4 TB HDD storage of cameras, Network dome IR camera 2-4 megapixel H.265 (or latest or as approve, Network Bullet/fixed and motorized camera IR camera and also high speed full HD PTZ dome Camera, UPS system, with connected ancillary items including 10/100 single port Media converter (pair), Fibre cable, Cat 6 cable, Data sheet for 24 GE + 2SEP port POE switch, 16/24 port Giga or latest specifications, 42" LED input/output display unit for LSG & HOC/HOM room for monitoring, & other accessories as required for installation.

- (e) The front wall should be decorative stone facia with decorative security grill with Concertina coil on top as approved.
- (f) Suitable alignment to be considered to avoid cutting of trees and without compromising on security.
- (g) Provide a fully automated double entry gate system with an opening into the guard house.
- (h) **Guard House.**
 - (i) Provide a fully functional Guard House with minimum size Nine (9) square meter area having reinforced windows and doors.
 - (ii) The height of the Guard House and placement of reinforced windows should be such so as to provide an unobstructed view to the security guard.
 - (iii) The Guard House would consist of a smaller box within a bigger box – the smaller box designed for sitting of security personnel and housing controls etc, the bigger security box would house DFMD etc.
- (i) The Guard house should have necessary security equipment like Door Frame Metal Detector (fully programmable, having complete 6 zone body scan, Capable of detecting all metals & ferrite with alarm and battery backup).
- (j) Illumination system all around the boundary wall should be provided with manual and self-automated facility.
- (k) Laser enabled Intruder alarm system.

4.2 Addition/ alteration to Existing Community Hall:

- (a) Provide a state of the art Community Hall with approved Brick walls and truss system and Extend the existing hall size to total of 250 sq. metre approximately, with seating for about 150 persons. Entrance to the Hall to be from the outside through the security cabin as also from inside the High Commission's premises.
- (b) Change the truss system with a suitable slope and water proofing.
- (c) Merge the old building with the extended portion and make good as a single unit.
- (d) Merge the existing toilet block with the new block and make necessary renovations.
- (e) Merge the existing Library with the new block and make good as a single unit having an open library in the new block itself, with capacity for about 2,500 books.
- (f) Merge the existing kitchenette with the new block and make necessary renovations.
- (g) Consider large glass openings (retractable) to enable the maximum use of natural light.
- (h) Additional Entrance to the hall shall also be provided through security Guard House.

- (i) Replacement of existing sheets with Clip lock PCPG sheets (as approved)
- (j) Solar system with connection to the existing electric grid system.
- (k) Fully automated PA, Dolby surround sound and projection system.
- (l) Centrally controlled air conditioning. Design, Supply and installation of split Ceiling Cassete air conditioning units; with wired remote controller, the required cooling capacities and reverse cycle heating.
- (m) Lighting system as per required Lumen.
 - (i) Removal and make good on existing installations
 - (ii) New Low Voltage (LV) underground cable reticulation from existing supply to new distribution boards.
 - (iii) New Electrical Installations to existing building and new partitioned area including New Distribution Boards (DB's), New LED lighting, New wire ways and channeling from DB's, New kitchen and Library area lighting and power installations
- (n) Rain Water harvesting system.
- (o) Additional paving by providing new pavers as approved for car parking approximately up to 100 square metre area.
- (p) Extension of existing car parking shed by addition of approximately 50 square metre.
- (q) Additional item as may be required to complete the work (Bidder may specify the same here).
- (r) Maximum green building norms should be adopted to make it energy efficient building.
- (s) Landscaping for the area approximately 100 square meter. The plan and the proposal for the same may be submitted.

4.3 The contractor shall provide and do everything that is necessary to execute the work specified in, or reasonably to be inferred from the specifications provided.

- (a) The detail design and drawings of the respective systems to the Engineer design and specifications, including custom equipment offered by the Contractor.
- (b) The procurement and manufacturing of all equipment, the transport to and offloading on site, storing on site, transporting to the point of erection of all items required for this contract.
- (c) The checking of all equipment for damage and reporting to the Engineer of any damage discovered. The erection, installation, testing, connection and commissioning of all the specified systems.
- (d) The setting out, fabrication, assembly, erection and installation of all steel

work.

(e) Providing reports for functional and performance test prior Practical Completion Inspection.

(f) Government inspection certificates (if required) must be supplied before Practical Completion Inspection.

(g) The Indian standards(IS)/South African Bureau Standards (SABS) standards should be followed for all technical specifications.

(h) The approval of all the materials should be taken from the progress monitoring Committee formed by the Employer.

(i) The site of work may be inspected by the bidder to estimate scope of work and add any other item which may be required for completion of work.

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Section-V

5. Schedule of Quantity

(To be submitted by the bidder)

| BILL | ITEMS | UNIT | QUANTITY | RATE | AMOUNT <i>(excl VAT)</i> |
|-------------|---|-------------|-----------------|-------------|------------------------------------|
| | <p><u>Volume 1: Building Works as stated in scope of works</u></p> <p>(a) Building renovation of old and construction of new building. (b) Boundary wall including Guard House. (c) Extension of Car parking shed including paving.</p> <p><u>Volume 2: Electrical Works</u> 2(a): Complete lighting System 2(b): Audio Video System</p> <p><u>Volume 3: Mechanical Works</u> 3(a): HVAC Works 3(b): Solar System</p> <p><u>Volume 4: Security works</u> 4(a): Electric fence, 4(b): CCTV, DFMD and Laser Alarm System</p> <p><u>Volume 5: Miscellaneous works</u> 5(a): Rain Water Harvesting 5(b): Landscaping</p> | | | | |

Note: Please refer to Section-I of the document

5.1 This is a broad outline only. Sub paras should be added as per requirement.

5.2 All taxes, duties both import and/or customs, and any other surcharges, surtaxes and charges shall be included in all prices given in this priced Bill of Quantities. VAT is to be added only in the price summary of the Bill of Quantities.

- 5.3** Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
- 5.4** The bidders shall list out at least three reputed brands for all the major items to be provided. The brands shall be approved as per SABS standards.
- 5.5** Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
- 5.6** The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
- 5.7** It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
- 5.8** No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.
- 5.9** The quantities in these Bills of Quantities are not to be used for ordering materials.
- 5.10** The Bill of Quantities forms part of and must be read in conjunction with the specification, which contains the full description of the work described in the Bills of Quantities, reference should be made to the specification for the full meaning or description of work to be done and materials and equipment to be used in this service.
- 5.11** The total tender price on the Tender Form shall constitute the contract price of the successful tenderer. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.
- 5.12** No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, or erasure be made, it will not be recognized but the original wording of the Bills of Quantities will be adhered to.
- 5.13** Variations in the scope and extent of the work included in the Bill shall be allowed to meet the Employer's requirements and shall be measured and costed at rates entered in the Bill, where appropriate, and shall form additions to or deduction from the total of the Bill.
- 5.14** Any items or variations for which rates have not been included in the Bill shall be agreed and priced as non-scheduled items in accordance with the provisions of the contract.
- 5.15** The rules covering the extent and costing of the variation shall be those provided for in the form of conditions of contract.
- 5.16** Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the unit price.
- 5.17** The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting,

fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.

5.18 All fittings and accessories always include the connections thereto.

5.19 All measurements are net, unless otherwise stated, and tenderers must allow in their rates of wastage.

5.20 The quantities and rates included for day work shall form part of the tender price, but tenderers shall note that this item must be regarded as provisional and will only be payable to the contractor if and when a written order to this effect has been issued.

5.21 All provisional sums shall be expended as directed by the Employer and any balance remaining shall be deducted from the amount of the contract sum.

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Section-VI

Form of Tender

(To be submitted by the bidder)

**To: The High Commission of India
97 Nelson Mandela Avenue,
PO Box 1209
Windhoek**

We have examined tender conditions for the "**Renovations to Existing Building, New hall and Perimeter wall at the High Commission of India**" work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the **Fixed Price Lump Sum** of:

_____ **inclusive**
of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _____

in the capacity of

duly authorized to sign tenders for and on behalf of

Address:

Date:

Name:

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Section-VII

6. Bank Guarantee Performa for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract:

Renovations to Existing Building, New Hall and Perimeter Wall

Name and Address of Beneficiary:

**The High Commission of India,
97, Nelson Mandela Avenue,
Windhoek.**

Date:

1. Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Renovations to Existing Building, New Hall and Perimeter Wall at High Commission of India, Windhoek**, for **High Commission of India, Windhoek**, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting to **N\$ 195,915.00**. In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **N\$ 195,915.00**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **N\$ 195,915.00**.

4. Notwithstanding anything to the contrary contained hereinabove, 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 180Days from date of issue**).

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

6. This guarantee shall be governed and construed in accordance with the laws of the **Namibia** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the *Namibia* Courts.

Date:
Name:

Place:
Signature: