

No. WIN/ADM/872/01/2025  
High Commission of India, Windhoek

**REQUEST FOR PROPOSAL (RFP)**

**FOR SELECTION OF ARCHITECT/CONSULTANT FOR COMPREHENSIVE RENOVATION WORKS OF THE GOVERNMENT OF INDIA PROPERTIES IN WINDHOEK, NAMIBIA**

1. The President of India acting through the High Commissioner, High Commission of India, Windhoek requests proposals in sealed envelopes from appropriately qualified and adequately experienced Architect/Consultants for Renovation of Government of India owned properties. The proposal (bids) duly completed in all respect, along with required enclosures, must reach in the office of **Mr. Virender K. Jatav, Head of Chancery, High Commission of India, 97 Nelson Mandela Avenue, Windhoek, Namibia email : hoc.windhoek@mea.gov.in tele No : +264-61-226037 on or before 31.03.2025 (1700 hours)**. The detailed RFP document along with its annexure may be downloaded from the Central Procurement Portal <https://eprocure.gov.in/cppp/> and also from the official website of the High Commission of India, Windhoek <https://www.hciwindhoek.gov.in> and also from the website of the Ministry of External Affairs, New Delhi <https://www.mea.gov.in>

2. **Objective:**

a. The objective of this RFP is to select an appropriately qualified and adequately experienced Architect/Consultant by the High Commission of India, Windhoek for Comprehensive Renovation and interior works of the High Commission of India and five other government of India properties situated in Klein Windhoek, Namibia.

3. **Scope of Work :**

3.1 The scope of work of the Consultant shall include but not limited to:

i. Identifying **repair & renovation works in detail**, that need to be undertaken at the High Commission of India office and residential properties. The **repair & renovation works** mean all civil, electrical, mechanical, plumbing works, underground water supply systems, repair/water proofing of roofs, interior works including external development, landscaping, sewage system, boundary walls & electric fences etc.

ii. Assessing the possibility of expansion and/or modification of structures according to their capacity and under the prevailing local regulations and

iii. Assessing the estimated cost to carry out all those works.

- iv. The **repair / renovation / expansion / modification works** identified by the consultant should be executable as per the local laws.
- v. The Consultant should assess the estimated cost of repair/ renovation/expansion/modification works (as identified by the consultant) separately for each property.
- vi. The Consultant should assess the estimated cost of repair/ renovation works (as identified by the consultant) separately for each type of work.
- vii. The consultant should address the queries or clarifications, if any, raised by the High Commission about the **repair & renovation works** identified and the estimated cost provided.
- viii. The consultant should identify construction features that are not complying with the local laws, safety norms and suggest remedial measures.
- ix. The financial bid should be all inclusive including cost of equipment used, hiring of experts, transportation, taxes, etc. No additional cost over and above the quoted amount will be admissible for payment.
- x. Provision of structural drawings for structural changes & final architectural drawing of all properties.

3.2 The selected firm referred as Consultant herein shall:

- i. Consultant shall provide comprehensive consultancy services in renovation Project Conceptualization including space utilization, functional relations, obtaining statutory and local bodies approval if required, preliminary project report, preliminary estimate, detailed architectural drawings, detailed structural analysis, design and drawings, detailed designs and detailing of all services, their drawings, vetting & approval, external development works, landscaping, detailed project report and preparation of all bid / Tender documents including removal of hazardous materials & disposal of hazardous material as per local applicable norms. Consultant shall prepare and supply all the coordinated services (all civil & E&M services), Good for Construction drawings. The Consultant shall be associated till completion of the project and obtain completion/ occupancy certificate from the concerned local body, if required.
- ii. The Consultant shall carry out a 3-D laser cloud scan of the existing building to assess the structural soundness and to check any deficiencies in the existing building services (including plumbing, drainage, heating system, electrical and mechanical services etc.)
- iii. The Consultant shall identify the location of various defects/ problems inclusive of

and will prepare a detailed project report based on the assessment done through 3-D laser cloud scan. The DPR shall include the following:

- I. Analysis of the 3-D laser cloud scan
- II. Details of the defects/problems with their location
- III. The Roadmap ahead including Methodology and time schedule
- IV. Any other relevant inputs

- iv. Consultant shall prepare schematic design proposal for approval of the Mission and the Ministry in India. The Consultant, if required as per local regulations, shall submit the design in the local authorities for obtaining their approval/permit.
- v. Consultant shall prepare tender documents (as per the local guidelines and instructions of the Ministry, Government of India). The consultant will also prepare Bill of quantities etc. to invite bid from the construction agencies. The consultant shall also monitor the execution of work at site and will obtain necessary approvals from the local authorities, if required.

4. **Location and description of Property:** Details of properties:

**A. Coordination details**

Address:

High Commission of India, 97 Nelson Mandela Avenue, Windhoek and 5 other residential buildings. Details will be shared during site visits.

S. No.	Particulars of property	
1.	Chancery	Property 1
2.	India House	Property 2
3.	SS(HOC) residence	Property 3
4.	Attache residence	Property 4
5.	ASO residence	Property 5
6.	ASO residence	Property 6

5. **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 Architect/Consultant. Interested firms can visit the site on **24.03.2025 (0900 hours to 1600 hours)** after prior appointment with **Mr. Ravi Kumar Nir, Attaché, High Commission of India, 97, Nelson Mandela Avenue, Windhoek, Namibia email: hoc.windhoek@mea.gov.in Tele No : +264- 61-226036 & +264-811404744.**

6. **Submission:** The proposals (bids) should be submitted in two parts :

(i) **Technical Bid**, which should contain the documents establishing the technical eligibility of the applicant and other documents required to establish sound financial condition, as per terms & conditions of this RFP; and

(ii) **Financial Bid** (Offer of Fee), which should be as per the format given at page No **23 (Form of Tender)** of this RFP. Please note that the Offer of Fee (strictly in a sealed envelope B) must quote a percentage of the project cost which will be either the estimated cost or the tendered cost, whichever is lower. The last date of submission of sealed bids is **31.03.2025 (1700 hours)** in the office of **Mr. Virender K. Jatav, Head of Chancery, High Commission of India, 97, Nelson Mandela Avenue, Windhoek, Namibia, email: hoc.windhoek@mea.gov.in tele No : +264-61-226036. Technical bids** will be opened on **01.04.2025 (1100 hours)** in the High Commission of India, Windhoek. Cost should be quoted separately for each property in following format:

<b>S.No</b>	<b>Particulars</b> (itemised break-up to be given separately for all six properties)	<b>In Namibian Dollars</b>
1.	Property 1 (address.....)	Cost
		Taxes
		<b>Total</b>
2.	Property 2 (address.....)	Cost
		Taxes
		<b>Total</b>
3.	Property 3 (address.....)	Cost
		Taxes
		<b>Total</b>
4.	Property 4 (address.....)	Cost
		Taxes
		<b>Total</b>
5.	Property 5 (address.....)	Cost
		Taxes
		<b>Total</b>
6.	Property 6 (address.....)	Cost
		Taxes
		<b>Total</b>
<b>Grand Total</b>		Lump sum cost
		Taxes
		<b>Grand Total</b>

**Bid Security Declaration in lieu of Earnest Money Deposit (EMD) & Bank Guarantee for Performance Security**

The bidder shall submit a duly signed **Bid Securing Declaration** in lieu of EMD as per format attached at **Annexure-1**. Declaration must be signed by the authorized signatory(ies) with company seal.

**Bank Guarantee for Performance Security** (5% of the consultancy fees) is to be submitted by the selected Architect/Consultant only at the time of signing of the contract

agreement as per the format attached as **Annexure 2**.

- If the bid is withdrawn by bidder before completion of tender process or if the L1 bidder denies to start work in stipulated time, such bidder shall be blacklisted and debarred and not allowed to participate in works of GoI in future.

**Validity of Bids** : The bids shall remain valid for a period of 180 days from the opening of bids or up to any mutually agreed extended period.

7. **Conditions of Eligibility:** Architect/Consultants fulfilling the following conditions of eligibility and submitting the relevant documentary proof therein may only apply:
- (a) Must have Architectural as well as Project Management capability, registered with competent local authorities/professional bodies for carrying out Consultancy services of this nature. A copy of such registration must be enclosed as **Exhibit-1**.
  - (b) Must have minimum 10 years' experience in the profession and must be authorized for taking up similar consultancy works. Professional Services for Architectural, Landscaping, Engineering, and Project Management etc. in Namibia. A certified copy of the registration certificate showing registration number, date of registration and its date of validity must be enclosed as **Exhibit-2**.
  - (c) The applicant should have successfully completed or substantially completed similar works during last 7 years ending last date of the month previous to the one in which applicants are invited as per either of the following:
    - (i) Three similar works completed each costing not less than NAD 5,400,000 (Namibian Dollars Five Million and four hundred thousand).
    - (ii) Two similar works completed each costing not less than NAD 8,100,000 (Namibian Dollars Eight Million and one hundred thousand).
    - (iii) One similar works completed costing not less than NAD 13,500,000 (Namibian Dollars Thirteen Million and five hundred thousand).
  - (d) Copy of award letter and completion certificate for each such work must be enclosed as **Exhibit-3**.
  - (e) Must submit financial statement of the firm for last three years showing annual turnover of the company as **Exhibit-4**.
  - (f) The firm must not have suffered loss in more than two of the last immediate five years from the current financial year and must not have suffered loss in the immediate preceding financial year. Must submit balance sheet for last 5 years as **Exhibit-5**.

- (g) Should have sufficient number of Technical & Administrative Employees for rendering the consultancy services. A list of employees with details of their technical qualification and experience stating clearly how they would be involved in this project must be submitted as **Exhibit-6**.
- (h) Additional information pertaining to association arrangement, if applicable, with other technical firms/professionals, commitment regarding adherence to professional Code of Ethics, liabilities, etc. may be submitted along with the application as **Misc. Exhibit**.

*\* Note: **Similar work** means Comprehensive renovation/ interior planning and design of at least one residential / non-residential building of approximately same area including obtaining all necessary local body approvals.*

## **8. Stages and scope of Consultancy Services**

### **Stage-I : Survey & Scope of work**

- (a) The Architect/Consultant shall conduct required 3D laser cloud scan survey/tests /investigations of the property to identify the works required to be undertaken, in consultation with the **High Commission of India, Windhoek**.
- (b) The Architect/Consultant will carry out the survey of all areas of the property, approach and immediate surroundings of the property and prepare site plan and dimensional structural and architectural drawings based on site measurements and available drawings.
- (c) If required, and if approved by HCI, Architect/Consultant can engage specialists/Architect/ Consultants for conducting necessary survey/tests/investigations, payment towards which will be made, in addition to the Consultancy fees, as per **Para-6**.
- (d) The Architect/Consultant shall provide technical assistance to the High Commission of India, Windhoek if site survey, soil investigation report, etc. are undertaken by the High Commission of India, Windhoek. Technical site inspection (TDI), is included within the scope of services.
- (e) The Architect/Consultant shall submit a detailed project report to the High Commission of India, Windhoek which should include :-
  - (i) Location of the defect(s)/damage(s), type of defect(s) /damage(s) like settlement/cracks/spalling/bulging/signs of seepage/ rotting of wood, rusting of reinforcements etc.
  - (ii) Extent and severity of the defect(s)/damage(s),

- (iii) Cause/source of defect(s)/damages(s),
  - (iv) Report on structural condition and stability analysis of the existing building.
  - (v) Any other issue considered relevant and necessary for proper execution of the project.
  - (vi) Review the Design and if required, may suggest modifications in order to meet overall requirement of the High Commission of India, Windhoek within local regulations framework.
- (f) On the basis of the Report, the Architect/Consultant shall define the scope of work, methodology to be adopted, prepare a detailed time schedule for completion of work including all stages and other parameters of work, in consultation with the High Commission of India, Windhoek.
  - (g) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the High Commission of India, Windhoek or Government of India.
  - (h) Preparation of time-line for completing the identified works. The time-line shall consider undertaking multiple works in parallel, with the overall objective of reducing the completion period.
  - (i) This stage will be considered as complete after the Architect/Consultant submits a detailed report and detailed time schedule.

### **Stage-II : Design, specifications & Estimates**

- (a) Specification of the repair/renovation works including the method statement and the material specifications and working drawings.
- (b) Preparation of Design Development documents consisting of plans, elevations and details, materials and finishes, furniture and finishes etc. along with specifications.
- (c) Preparation of estimates of the work based on the scope of work, methodology, material specifications and other parameters relevant in preparing the estimates.
- (d) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the High Commission of India, Windhoek or Government of India.
- (e) This stage will be considered as complete after the High Commission of India, Windhoek conveys acceptance/approval of the design, specifications and estimates.

### **Stage-III : Approvals & Documentation**

- (a) Prepare the design in the required format and with necessary details for obtaining approval of competent local regulatory authority, wherever mandatory. The Mission would check the local practice being followed (with the tentative time frame in obtaining local body approvals. (***This action is required only if local approval is mandatory***).
- (b) Tenders shall be invited for lump sum rates in **One stage, Two bids System** (technical and financial bids in separate envelopes).
- (c) Prepare the construction documents which shall include all drawing (detailed as well as working), specifications in respect of all aspects of the scope of work and design as also as per Building Permit issued by the Local Regulatory Authorities/ Department of Building Inspection (*if applicable*) and for tendering of the Construction Contract.
- (d) Preparation of Documents for Tendering works which would indicate the project scope and design intent clearly. The eligibility conditions should include local mandatory conditions as well as conditions stipulated by the High Commission of India, Windhoek, on behalf of Government of India. The conditions of Contract should ideally be as per approved Contract template of the Government of India, failing which, local practice shall be followed.
- (e) In case the tender process is repeated, revised tender documents shall also be prepared, as directed by the Employer. No extra remuneration/ separate fee shall be payable to the Architect/Consultant for repeating the tender process/preparation of revised tender documents.
- (f) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the High Commission of India, Windhoek or Government of India.
- (g) This stage will be considered as complete after submission of ready-to-publish completed Tender Document to the High Commission of India, Windhoek.

### **Stage-IV : Tendering**

- (a) Assist the High Commission of India, Windhoek to finalise the tender documents and facilitate the High Commission of India, Windhoek for inviting Bids on the basis of Single stage -Two Envelop System through the website of High Commission of India, Windhoek, Central Public Procurement Portal (CPP Portal) of Govt. of India and also by giving wide publicity through local dailies and professional organizations/bodies.



- (b) Assist the High Commission of India, Windhoek during pre-bid meeting and site inspection by potential contractors.
- (c) Processing requests for information or queries from potential Contractors and issuing design and clarification sketches as needed.
- (d) Evaluate the Technical bids received from the bidders and submit recommendations for acceptance/approval of the High Commission of India, Windhoek.
- (e) Evaluate the Financial bids received from the technically qualified bidders and submit recommendations to the High Commission of India, Windhoek.
- (f) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the High Commission of India, Windhoek or Government of India.
- (g) This stage will be considered as complete after the bid is accepted/approved by the High Commission of India, Windhoek or Government of India.

#### **Stage-V : Award of work, Mobilisation**

- (a) Facilitate the High Commission of India, Windhoek in issuance of award letter to the selected Contractor.
- (b) Guide and facilitate the High Commission of India, Windhoek in signing the contract with the selected Contractor.
- (c) Guide and facilitate the High Commission of India, Windhoek in understanding the financial claims, liabilities and other issues relating to the financial aspect of the contract.
- (d) Guide and facilitate the High Commission of India, Windhoek in taking custody of Bank Guarantees, Bonds, etc, as applicable and explain the responsibilities of the High Commission of India, Windhoek in respect of those.
- (e) Recommend and facilitate release of mobilization advance, if applicable and also to ensure proper custody of necessary Guarantees/Bonds submitted against such advance to the High Commission of India, Windhoek.
- (f) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the High Commission of India, Windhoek or Government of India.
- (g) This stage will be considered as complete after set of Good for

Construction (GFC) drawings and other relevant necessary information/documents are issued to the Contractor for starting the execution of the project.

#### **Stage-VI : Project Management Consultancy**

- (a) The Architect/Consultant shall, in consultation with the High Commission of India, Windhoek, prepare a Time Schedule in respect of various services to be rendered.
- (b) The Architect/Consultant shall also advise the High Commission of India, Windhoek on the program of work, i.e., PERT/CPM/Bar Charts of the services to be rendered by the contractor on the said project. While preparing the time schedule, the Architect/Consultant would take all necessary precautions, so that there is no time and cost overrun of the project.
- (c) Continuous on-site management of the work schedule. Attend meetings at intervals appropriate to the stage of the Contractor's operations.
- (d) Daily observation and quantification of the work, Periodic observation of the progress of construction and conformance with design intent and on-site meetings with the Contractor.
- (e) Quality Assurance of shop drawings, product and materials submittals, for conformance with the tender documents.
- (f) Review and approval of Certificates for payment by the High Commission of India, Windhoek from the Contractor.
- (g) Listing of items to be modified/corrected by the Contractor including one back-check will be provided.
- (h) In case the Contractor submits hindrance statement in support of delay in execution of the work, Architect/Consultant shall endorse and verify the statement before submission to the High Commission of India, Windhoek.
- (i) Certification of additional works/variations along with justification, financial implications and submit variation statements to the High Commission of India, Windhoek.
- (j) Building Permit revisions, if required, for changes during the course of construction.
- (k) Review & provide a set of Record Documents like; construction documents with the incorporation of major design modifications made during the Construction phase and co-ordinate for submission of as-built drawings and facilitate handing-over of all product manuals to the

High Commission of India, Windhoek after their due commissioning by the Contractor.

- (l) Recommend issuance of Completion Certificate to the High Commission of India, Windhoek for physical as well as financial closure of the work.
- (m) Inspect and identify defects prior to the expiry of Defect Liability Period, warranty claim; advise corrective measures and get the rectification of all defects through concerned contractor/s thereof to full satisfaction of the Employer and issue a certificate of final Completion of work after rectifying all defects to the satisfaction of the Mission.
- (n) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the High Commission of India, Windhoek or Government of India.
- (o) This stage will be considered as complete after issuance of completion certificate and financial closure of the accounts of the Contractor.

## 9. **Payment terms and conditions**

- (a) The Architect/Consultant shall be entitled for payment of fees as percentage (as *quoted in the financial bid*) of the project cost, which will be either the estimated cost or the tendered cost, whichever is lower. Building permit revision, if required, may be charged and to be built in the fee proposal. This payment shall be excluding VAT, taxes, etc.
- (b) **Retention Money/Security Deposit:** 5% of the Consultancy Fee shall be held back from each payment, as Retention Money. Half of this 5% of the Consultancy fee shall be released after one month of issue of completion certificate to the Contractor and remaining Half shall be released after one year from that date.
- (c) **Currency** : The currency of payment shall be Namibian Dollar (NAD).
- (d) The payment will be made after successful realization of objectives at each stage as detailed below:
  - (i) **On completion of Stage-I:** (*To be indicated in appropriate currency to be calculated by the Mission as 10% of the consultancy fee*)
  - (ii) **On completion of Stage-II:** (*Total of Stage-I & Stage-II payment ; 25% of the consultancy fee*)
  - (iii) **On completion of Stage-III:** (*10% of the consultancy fee*)
  - (iv) **On completion of Stage-IV:** (*15% consultancy fee*)

- (v) **On completion of Stage-V:** (10% of consultancy fee)
- (vi) **On completion of Stage-VI :** (Balance 40%)
- (vii) 60% of the consultancy fee will be released to the architect in pre-construction stage and 40% of it during construction stage.

**10. Payment of reimbursable.** In addition to consultancy fees specified above, the Architect/Consultant will be reimbursed actual expenditure incurred, on rendering the following services:-

- (a) Soil Test, Laboratory tests, investigations, site survey or any other investigation report or any other services required for the project.
- (b) Payment for statutory clearances as per local law will be reimbursable with the prior approval of High Commission of India, Windhoek.
- (c) Any tax levied by law, as applicable
- (d) The High Commission of India, Windhoek can also make direct payment /reimbursement to the concerned agencies through which the services are organized/rendered and Architect/Consultant shall fulfill their obligations in terms of Para 4, Stage-I (c).
- (e) The Architect/Consultant would **not** be entitled for reimbursement of expenditure towards stationery, transport, incidental expenditures, communications (telephone, internet etc.), site office, equipment, etc. which are part and parcel of administration of the Architect/Consultant's services.

**11. General terms and conditions**

- (a) Architect/Consultant shall arrange his own transportation, office, computer and communication facilities.
- (b) Architect/Consultant may engage other sub-Architect/Consultants for specialized works, which are part of his responsibility, at his own cost and convenience. No payments will be reimbursed for them by the High Commission of India, Windhoek.
- (c) Architect/Consultant shall coordinate with the High Commission of India, Windhoek and Contractor for completion of the work.
- (d) Architect/Consultant shall obtain professional liability insurance or any other insurance for his workmen, staff, as may be required, at his own cost.
- (e) The fees quoted, should exclude all taxes such as VAT, service tax, professional tax, etc.

- (f) Price escalation in rates due to any reason such as increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.) electricity & water, levy of new taxes, hike in any tax rates, cess or due to delay in completion etc. shall not be acceptable by the High Commission of India, Windhoek.
- (g) Architect/Consultant shall not be permitted to participate in bidding for this work i.e., Architect/Consultant cannot become Contractor for this work.

**12. Time Schedule**

- (a) The work shall be carried out by the Architect/Consultant with due expedition and in accordance with the time schedule, as prepared in Stage-I.
- (b) The time schedule so agreed upon shall be deemed to be the essence of the contract on the part of the Architect/Consultant.

**13. Compensation for Delay**

- (a) In the event of failure of the Architect/Consultant to complete the assigned work within the stipulated time period and in case the work is delayed and the delay is attributed to the Architect/Consultant, the Architect/ Consultant will pay penalty to the High Commission of India, Windhoek.
- (b) The amount of such penalty shall be calculated @ 0.5 percent of the total consultancy fees payable for delay of each week, subject to maximum of 10 percent of the total consultancy fees.

**14. Abandonment of Work**

- (a) If the Architect/Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Architect/Consultant, the Mission may make full use of all or any of the drawings prepared by the Architect/Consultant.
- (b) The Architect/Consultant shall be credited with all fees and expenses logically and reasonably payable up to the date of abandonment.
- (c) In case of willful abandonment of the project by the Architect/Consultant, the High Commission of India, Windhoek shall have the right to withhold all consultancy and management fees and claim damage flowing from such abandonment equitably assessed by the High Commission of India, Windhoek.

**15. Suspension**

- (a) The High Commission of India, Windhoek may suspend all or part of the services

by giving a notice to Architect/Consultant and Architect/Consultant shall immediately arrange to stop the services and shall not make any further expenditure from his end.

- (b) On suspension of the Architect/Consultant's appointment, the Architect/Consultant shall be entitled to fees for all completed stages of work at that time.
- (c) On the resumption of suspended service within six months, previous payments shall be regarded solely as payments on account towards the fees. No claim for additional fees on any account would be entertained.

## **16. Termination**

- (a) If the Architect/Consultant, without good reasons, is not discharging his obligation, the High Commission of India, Windhoek may inform the Architect/Consultant by notice, stating the grounds for the notice.
- (b) If a satisfactory response is not received within 21 days, the High Commission of India, Windhoek may by a further notice, terminate the agreement provided that further notice is given within 35 days of the formal notice.
- (c) In the event of termination of the agreement by the High Commission of India, Windhoek the Architect/Consultant shall have no claim to compensation for any loss sustained by reasons entered into any engagement or made any advance on account or with a view to perform the consultancy work.
- (d) The Architect/Consultant shall not be entitled to be paid any sum for any work thereof or actually performed under this agreement unless or until the High Commission of India, Windhoek is satisfied with the performance of such work and the value payable in respect thereof and the Architect/Consultant shall only be entitled to be paid the value so certified by the High Commission of India, Windhoek.

## **17. Arbitration**

- (a) If any dispute, difference or question at any time arises between the Mission and the Architect/Consultant in respect of the agreement signed which cannot be settled mutually or in case of termination as described in **clause 12**, shall be referred to arbitration.
- (b) 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.
- (c) The Arbitration will have its sittings in **Windhoek**.

**TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR COMPREHENSIVE  
RENOVATION WORKS OF THE GOVERNMENT OF INDIA PROPERTIES SITUATED IN  
KLIEN WINDHOEK, WINDHOEK, NAMIBIA**

**Instructions**

1. **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 Architect/Consultant. Interested firms can visit the sites on **24.03.2025 (0900 hrs to 1600 hours)** after prior appointment with **Mr. Ravi Kumar Nir, Attaché, High Commission of India, 97, Nelson Mandela Avenue, Windhoek** email : [hoc.Windhoek@mea.gov.in](mailto:hoc.Windhoek@mea.gov.in) tele No : **+264-61-226036**.
2. **Submission of bids:** Architect/Consultants shall submit their credentials and the price bid in separate sealed envelopes.
  - (a) **Envelope A :** Should contain the Exhibits 1 to 6 and Misc. Exhibit, as mentioned in **Para-3** (Conditions of Eligibility) (**Page Nos. 9-10**), along with Bid Securing Declaration as per format attached at **Annexure 1**, as mentioned in **Para-7**. This envelope is to be super-scribed as "**Technical Bid**".
  - (b) **Envelope B :** Should contain the form of tender on which the bidder should quote **their fees in percentage of the project cost which will be either the estimated or tendered cost, whichever is lower**. This envelope should be super-scribed as "**Form of tender– Financial Bid**".
  - (c) **Envelope C :** Should contain both the envelope A and envelope B super-scribed with Renovation of GOI properties for **High Commission of India, Windhoek**.
3. **Fees:** Please note that the Offer of Fee (in sealed **envelope B**) must quote **a percentage of the project cost which will be either the estimated or tendered cost, whichever is lower**. The last date of submission of sealed bids is **31.03.2025 (1700 hours)** in the office of office of **Mr. Virender K. Jatav, Head of Chancery, High Commission of India, 97, Nelson Mandela Avenue, Windhoek, Namibia, email : hoc.windhoek@mea.gov.in tele No : +264-61-226036**.
4. **Selection process:** **Envelope A (Technical bids)** will be opened on **01.04.2025 (1100 hours)** 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. The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible. 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.

5. **Errors and rectification**: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected accordingly. If there is discrepancy between words and numbers, the amount in words will prevail.
  6. **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 false information/document shall render the applicant ineligible.
  7. The selected Architect/Consultant shall be formally informed about the selection by High Commission of India, Windhoek and the Architect/Consultant shall be required to sign an agreement with the High Commission of India, Windhoek within 10 days of issuance of such information. A draft of the agreement is enclosed along with the RFP.
  8. **Performance Security**. Performance security @ 5% of consultancy fee in the form of Bank Guarantee shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of Performance security. The Performance security shall be released after sixty (60) days on record of satisfactory practical completion of work.
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**TIME SCHEDULE FOR THE TENDER FOR  
SELECTION OF ARCHITECT/CONSULTANT**

1.	Uploading of RFP on Mission website and CPP Portal	<b>07.03.2025</b>
2.	Site Visits to the six properties, Klein Windhoek	<b>24.03.2025 (0900 hours to 1600 hours)</b>
3.	Last date of submission of bids at High Commission of India, 97, Nelson Mandela Avenue, Windhoek	<b>31.03.2025 (1700 hours)</b>
4.	Opening of Technical bids at High Commission of India, 97, Nelson Mandela Avenue, Windhoek	<b>01.04.2025 (1100 hours)</b>
5.	Opening of financial bids	To be intimated later <i>(only to technically qualified bidders)</i>

No. WIN/ADM/872/01/2024  
High Commission of India, Windhoek

**TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR COMPREHENSIVE  
RENOVATION WORKS OF THE GOVERNMENT OF INDIA PROPERTIES SITUATED IN  
KLIEN WINDHOEK, WINDHOEK, NAMIBIA**

**FORM OF TENDER**

I/We, the undersigned, am/are willing to enter into a contract and provide Consultancy services in full and in accordance with the requirement of work by the **High Commission of India, Windhoek** after sites visit, to the entire satisfaction of the **High Commission of India, Windhoek** for the sum stated below :-

----- % (*to be written in words*) **percentage of the project cost which will be either the estimated or tendered cost, whichever is lower**, shall be payable as Consultancy fees for the entire consultancy period for providing Consultancy Services including all works mentioned from **Stage-I to Stage-VI** of the tender document (excluding taxes, duties, etc.) to the satisfaction of **High Commission of India, Windhoek**.

I/We, agree that this offer will remain valid for a period of 180 (One Hundred and Eighty) Days from the date of Opening of bids.

DATE:

PLACE:

NAME:

SIGNATURE:

ADDRESS:

TELEPHONE/FASCIMILE:

EMAIL ADDRESS:

**Bid-Securing Declaration**  
(In lieu of EMD)

To:  
High Commission of India,  
97, Nelson Mandela Avenue, Windhoek, Namibia

I/We\*, the undersigned, declare that:

I/We\* understand that, according to your RFP conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our 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 as per RFP Terms & Conditions.

I/We\* understand this Bid Securing Declaration shall cease to be valid if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

Authorised Signatory(ies)

Company seal

Place.....

Date.....

**TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR COMPREHENSIVE  
RENOVATION WORKS OF THE GOVERNMENT OF INDIA PROPERTIES SITUATED IN KLIEN  
WINDHOEK, NAMIBIA**

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of contract: **TENDER FOR SELECTION OF ARCHITECT/ CONSULTANT FOR  
RENOVATION OF GOVERNMENT OF INDIA PROPERTIES IN WINDHOEK NAMIBIA**

Name and Address of Beneficiary: High Commission of India, 97, Nelson Mandela Avenue,  
Windhoek, Namibia

Date:

Whereas M/s (**Name of Consultant with address**) have submitted their tender for **TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR RENOVATION OF GOVERNMENT OF INDIA PROPERTIES** at Windhoek for High Commission of India, Windhoek and one of the tender conditions is for the **M/s (Name of Consultant with address)** to submit a Bank Guarantee for Performance Security (**5% of tender's consultant's fee**) amounting to (**To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered consultant's fee**). In fulfillment of the tender conditions, we, (Name of Bank with address) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the **maximum aggregate amount of (To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered consultant's fee)**.

2. This guarantee is valid for a period of \_\_\_\_\_ Days and upto (date) and any claim and statement here under must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to (**To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered consultant's fee**).

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from (date of issue) up to the (date should be two months after the date of completion of work) and claims under this guarantee should be submitted not later than (from date of expiry).

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 relevant laws of the **Namibia** and shall be subject to exclusive Jurisdiction of the (Name of the Country) Courts.

Date:

Place:

Name:

Signature:

**TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR COMPREHENSIVE  
RENOVATION WORKS OF THE GOVERNMENT OF INDIA PROPERTIES SITUATED IN KLIEN  
WINDHOEK, NAMIBIA**

**Undertaking by the bidder for confidentiality**

I/We undertake that I/we shall keep all the information gathered by us during the process of site inspections as confidential and shall not share with any third party or with any person who is not authorised to have this information. I/We further undertake that the information collected will be shared with any concerned party or person strictly on 'need to know' basis. The company should submit an undertaking to this effect with technical bid.

Authorised Signatory(ies)

Company seal

Place.....

Date.....