

No.Was/Adm/867/1/2018  
Embassy of India  
Washington DC

May 2, 2018

No. Was/Per/815/247/2017

**E-NOTICE INVITING TENDER**

**Invitation of Bid**

**Name of Works:** Hiring of five unarmed local security guards (3 males and two female) to provide physical security at Embassy of India, buildings located at 2107 Massachusetts Ave, NW, Washington DC 20008, 2536 Massachusetts Ave, NW, Washington DC 20008 and 2700, Macomb St, NW, Washington DC-20008.

The Tender shall be submitted in a Sealed Cover before **10:00AM on 20<sup>th</sup> May 2018** in the office of Head of Chancery, Embassy of India, Washington DC, (2107, Massachusetts Avenue NW, Washington DC 20008). Any Tender received after this date and time will not be considered. **Tender shall be opened on 20<sup>th</sup> May 2018 at 03:00 PM.**

The two bid system (Technical & Financial) shall be followed for this tender. Manual bids will not be accepted under any circumstances.

2. **Process of submission of bids**

The bid shall be submitted online only at Central Public Procurement Portal Website : <http://eprocure.gov.in/eprocure/app>.

- All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> and further no documents will be accepted offline.
- Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- **Documents to be uploaded for Technical Bid**
  1. Scanned copy of Annexure – I duly completed in all respects and signed by the owner of the Company or his authorized signatory.
  2. Scanned copy of Annexure – III duly completed in all respects and signed by the owner of the Company or his authorized signatory.

- **Documents to be uploaded to Financial Bid** – Annexure I as provided on the CPP Portal should be downloaded, duly completed and then uploaded on the portal.
- Prospective bidders are accordingly advised to go through instructions provided on the Central Public Procurement Portal.
- Tender Documents will be available for download from the website from 3<sup>rd</sup> April 2018 (1700 hrs).
- Any further information or clarification which the Tenderer needs may be obtained from Mr. Udaya Bhasker, AP&WO and Sh Vijay Chauhan, Attache(Administration), Embassy of India, Washington DC (Email: [apwo.washington@mea.gov.in](mailto:apwo.washington@mea.gov.in) and [attadmn.washington@mea.gov.in](mailto:attadmn.washington@mea.gov.in))
- Bids as per details in Annexure I, II, & III may be submitted online (in pdf format) from May 3, 2018 at 1700 hrs to May 14, 2018 till 1000 hrs. The last date for submission of online bids would be May 14, 2018 till 1000 hr.
- Bids sent over fax/ e-mail or those received after the stipulated date/ time shall not be entertained.
- The tender documents should be signed by the owner of the Company or his authorized signatory.
- The original hard copy of Earnest Money Deposit (EMD) of USD 5000/- in the form of Demand Draft / Bankers Cheque in favour of Embassy of India, Washington DC. The Tender must be valid for 60 days and EMD shall be valid for 60 days. The EMD of unsuccessful bidder will be returned after the award of work while EMD of successful bidder can be adjusted against Retention Money at the discretion of the Embassy.

2.1 **Critical Dates:**

1	Tender Document download starts	4th May 2018 (1000 hrs)
2	Clarifications Last date	10 <sup>th</sup> May 2018(1700hrs)
3	Bids Submission Starts	4th May 2018 (1100hrs)
4	Bids Submission Last Date	14 <sup>th</sup> May 2018 (1000hrs)
5	Technical Bids opening day	15 <sup>th</sup> May 2018 (1600hrs)
6	Financial Bids opening day	15 <sup>th</sup> May 2018 (1700hrs)

3. **Opening of Bids:**

- The Technical Bids will be opened on May15, 2018 at 1600 hrs in **Board Room, Embassy of India, 2107 Massachusetts Ave, NW, Washington DC 20008** in

presence of the signatories of the bids or their duly authorized representatives.

- The Financial Bids of companies that do not qualify the Technical Bid stage will not be opened.
- The Embassy of India reserves the right to accept or reject any bid without assigning any reasons thereof.
- Companies, which have submitted their technical and financial bids but are not duly represented at the time of the opening of the two bids shall forfeit their right to make any claim or challenge the tendering process at any stage thereafter.
- At any time prior to the deadline for e-submission of bids, the Embassy of India may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, shall be uploaded as "corrigendum" on the Central Public Procurement Portal Website : <http://eprocure.gov.in/eprocure/app>. Such amendments/modifications shall be binding on all prospective bidders.
- The Embassy of India, may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders.
- After scrutiny of technical bids, the Embassy of India shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids (Preferably by email).
- The Financial Bids will be opened on May 15, 2018 at 1700 hrs pm in **Board Room, Embassy of India, 2107 Massachusetts Ave, NW, Washington DC 20008** in presence of the signatories of the bids or their duly authorized representatives.

#### 4. Criteria for selection of the service providers

- I. An LSG should not be more than 50 years of age.
- II. An LSG should be physically and mentally fit. He should not suffer from any apparent disability, including obesity/overweight that would hinder efficient discharge of the duties.
- III. The service provider should provide only such LSGs who have vetted by local government's security department (s) in terms of the past record, character and antecedents. The service provider should be able to provide background details of the LSGs and also proof of their vetting.

- IV. LSGs should perform their duties in smart uniforms and their overall appearance should be neat and clean.
- V. LSG should possess training in basic security duties such as access control and anti-sabotage checks (of person, baggage and vehicles) including the use of basic security equipments such as DFMD, HHMD, monitoring CCTV, baggage scanners etc.
- VI. Service provider should have provisions for real time checks of functioning of the LSGs to ensure the quality of the provided staff and the service they render. The provider should be able to provide the proof of this to the Mission.
- VII. An LSG should have the working knowledge of English or Hindi so that communication essential to smooth discharge of security duties both routine and emergency.
- VIII. The service provider should provide the proof of compliance as regards local laws and statutory regulations in running a private security company.
- IX. The service provider should be willing to furnish the information about its other clients including period and type of service rendered in broad terms.
- X. The service provider should agree to provide the details of salary, gratuity, allowances, leave etc. it permits for its LSG.
- XI. The service provider should agree and be able to provide a choice of persons three times our requirement to interview and choose from. In case of 'good performance' our Mission should have the option of retaining the particular LSG.
- XII. Subject to the above condition, the company should have sufficient LSGs on its roll so that the staff is rotated periodically.
- XIII. Embassy will not be responsible for the insurance and medical care of the workers deputed for the above services

5. **Other Terms and Conditions**

The Companies should abide by and comply with all statutory requirements and provisions as laid down under various Labour Laws/ Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour/Laws/ Acts/Rules in force from time to time at their own cost. In case the Company or its owner is found to be violating any such statutory provision under Labour Laws or any other law, it would constitute sufficient ground for consideration of immediate termination of the contract.

- I. The Company or its owner shall adopt and follow industry-recognized Best Management Practices.
- II. The Embassy will have no responsibility for payment of any additional insurance and other charges
- III. The successful bidders will sign an agreement with the Embassy of India.
- IV. Payment will be made on monthly basis on submission of per-receipted bills(s) supported by duty slips. No utting/overwriting/use of correcting fluids on the bills would be acceptable.
- V. The agreement can be terminated earlier by giving one month written notice by the Embassy of India or one month written notice by the successful bidder(s) without assigning any reasons and the decision of the competent authority shall be binding on the latter. No claim for compensation/loss/revenues due to such decision shall be entertained.
- VI. Before issuing the work order/signing of contract with successful bidder, the Embassy of India has the right to check/verify the credentials of the agency/company. If the credential of the agency/company is not found satisfactory, the bid will be cancelled and the contract will be awarded to L2 at L1 rates.
- VII. The Embassy of India may at any time terminate the contract by giving one month written notice to the company, without any compensation, if the company becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the Embassy of India.
- VIII. Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods explosions, epidemics, quarantine restriction, strikes, lockouts

or Act of God (Hereinafter referred to as events) provided notice of happenings, of such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Embassy of India as to whether the service provider have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at this option, terminate the contract.

## **6. Legal Jurisdiction**

In case of any dispute, Delhi (India) alone shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract.

## **7. Arbitration**

i) In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, than the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Ambassador, Embassy of India. The provisions of Arbitration and Conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the award which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

8. The services of Company which fails to comply with any of the conditions stipulated above will be liable to be terminated immediately without any notice at point of time during the currency of the contract.
9. The tender must be accompanied with the following documents failing which the tender will be rejected: -
  - b Earnest money deposit of USD 5,000/- (USD Five Thousand) in the form of Account Payee Demand draft / Bankers cheque in favour of Embassy of India, Washington DC which will be refunded to unsuccessful bidders after completion of tender process. A Company which qualifies as a successful bidder but refuses or fails to fulfill the terms of the contract shall forfeit the bid amount (Earnest Money Deposit) of USD 5000/- . Earnest Money deposit shall not carry any interest.
  - c PAN/ TAN/ number allotted to the Company by Income Tax Department and GST Tax Number allotted by Government of India to the Company should be clearly mentioned in the tender and self attested copies should also be enclosed.
  - d Copies of Registration of company will be enclosed.
10. The rates once quoted and approved will be valid for a period of one year and extended upto one more year w.e.f. the date of signing the contract. No request for revision of rates will be entertained during this period.
11. The successful bidder will have to enter into an Agreement for one year w.e.f. the date of implementation of the contract. The Embassy of India reserves the right to cancel the Agreement at any time without assigning any reason thereof and the Company shall have no right to contest against the said decision of the Embassy of India.
12. The Embassy of India reserves the right to reject any or all the bids, without assigning any reason(s).

13. Bidder shall furnish the documents as per Technical Bid Form at Annexure-I. Undertaking in Annexure II should be submitted with Technical Bid.
14. The Financial bid may be submitted in the prescribed format as given in the Annexure-III, otherwise the bids are liable to be rejected.
15. Scope of work on Annexure -IV
16. Every page of the bid documents should be signed by the bidder as a token of having read and understood the terms and conditions of the tender.



**Basic Details**

<b>Organisation Chain</b>	Ministry of External Affairs  Min. of Ext. Affairs.-Administrative Division		
<b>Tender Reference Number</b>	Was/Adm/867/1/2018		
<b>Tender ID</b>	2018_MEA_316804_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Services	<b>No. of Covers</b>	1
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No		

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Bankers Cheque
	2	Demand Draft
	3	As Per Tender Document

**Cover Details, No. Of Covers - 1**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	Hiring of five unarmed local security guards (3 males and 2 female)

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00	<b>Fee Payable To</b>	NA	<b>Fee Payable At</b>	NA
<b>Tender Fee Exemption Allowed</b>	NA				

**EMD Fee Details**

<b>EMD Amount in ₹</b>	2,30,000	<b>EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Embassy of India	<b>EMD Payable At</b>	Washington DC

**Work /Item(s)**

<b>Title</b>	Hiring of five unarmed local security guards (3 males and 2 female)				
<b>Work Description</b>	Hiring of five unarmed local security guards (3 males and 2 female) to provide physical security at Embassy of India				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Tender Value in ₹</b>		<b>Product Category</b>	Manpower Supply	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	60	<b>Period Of Work(Days)</b>	30
<b>Location</b>	2107 Messchusetts Avenue, NW, Washington DC-200008	<b>Pincode</b>	200008	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	2107 Massachusetts Avenue, NW Washington DC

**Critical Dates**

<b>Publish Date</b>	04-May-2018 09:00 AM	<b>Bid Opening Date</b>	15-May-2018 05:00 PM
<b>Document Download / Sale Start Date</b>	04-May-2018 10:00 AM	<b>Document Download / Sale End Date</b>	14-May-2018 04:00 PM
<b>Clarification Start Date</b>	04-May-2018 10:30 AM	<b>Clarification End Date</b>	10-May-2018 11:00 AM
<b>Bid Submission Start Date</b>	04-May-2018 11:00 AM	<b>Bid Submission End Date</b>	14-May-2018 04:00 PM

**Tender Documents**

NIT	S.No	Document Name	Description	Document Size
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Document				(in KB)
1	Tendernotice_1.pdf	Hiring of five unarmed local security guards (3 males and 2 female) to provide physical security at Embassy of India		210.46
<b>Work Item Documents</b>				
S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	Bid documents for LSGs new.pdf	Hiring of five unarmed local security guards (3 males and 2 female) to provide physical security at Embassy of India	210.46

**Tender Inviting Authority**

<b>Name</b>	S. Gopalakrishnan
<b>Address</b>	2107 Massachusetts Avenue, NW, Washington DC 20008

**Tender Creator Details**

<b>Created By</b>	S Gopalakrishnan
<b>Designation</b>	ADMINISTRATOR
<b>Created Date</b>	03-May-2018 11:40 PM