

#### **EMBASSY OF INDIA**

545-547, Merchant Street Post Box No. 751 Yangon, Myanmar

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TENDER No.YAN/ADM/815/02/2019

Dated: 7 July 2020

#### **NOTICE INVITING TENDER**

Embassy of India, Yangon invites Technical and Financial bids from agencies/firms for hiring of six Local Security Guards (LSG) for securing the Embassy premises at 545-547, Merchant Street, Yangon (Chancery) for a **period of two (02) years** from the date of award of the contract.

2. The tender documents can be downloaded from the Embassy's website: www.embassyofindiayangon.in or CCP Portal: https://eprocure.gov.in. No fee for tender document will be charged.

Last date of submission of Tender : 29.07.2020 (1600 hrs)
Opening of Technical Bid : 30.07.2020 (1500 hrs)
Opening of Financial Bid : 31.07.2020 (1500 hrs)

- 3. An amount of Kyats 20,00,000/- (Myanmar Kyat Twenty lakhs only) in the form of Pay Order or Cash payable to "Embassy of India, Yangon" towards Earnest Money Deposit (EMD) should be enclosed with Bid. Embassy will issue a receipt for the EMD. In case the EMD is not submitted, the bid shall not be considered and shall be rejected summarily. The EMD will be refunded to the unsuccessful bidders after award of contract. For successful bidder the EMD will be refunded only after submission of Performance Guarantee.
- 4. Bid must be submitted in a sealed envelope clearly superscribed "Bid for Providing Security Guards at Embassy of India, Yangon" along with all relevant documents to the "Head of Chancery, Embassy of India, 545-547 Merchant Street, Yangon, Myanmar".
- 5. For any queries/clarifications, please send e-mail to hoc.yangon@mea.gov.in / admn.yangon@mea.gov.in
- 6. The Embassy of India, Yangon reserves the right to reject any or all the bids without assigning any reason and the decision of the Embassy of India, Yangon shall be final and binding.
- 7. The bidder or his authorized representative, who wish to be present, may attend the tender opening on the date and time specified.

(Sankar Nandi)

**Second Secretary & Head of Chancery** 

# **SCOPE OF WORK**

1. To provide security guards at the Chancery (545-547, Merchant Street, Yangon) as detailed below:

S. No.	Duty Point	Duration	No. of shifts	No. of SGs in one shift	Total no. of SGs
1	Chancery (545- 547 Merchant Street, Yangon, Male guard)	Round the Clock (seven days a week)	03 shifts each for 8 hours	01	03
2	Chancery (one male Security Guard)	07.00 am to 14.00 hrs (Monday to Friday)	01 shift from 07.00 hours to 14.00 hours (7 hours duty, Monday to Friday)	01	01
3	Chancery (one male security guard)	14.00 to 21.00 hrs (Monday to Friday)	01 shift from 14.00 hours to 21.00 hours (7 hours duty, Monday to Friday)	01	01
4	Chancery (one Female Security Guard)	09.00 to 17.30 hrs (Monday to Friday)	01 shift from 09.00 hours to 17.30 hours	01	01

(This schedule can be changed with two day's notice by Embassy)

- 2. To ensure security of the premises.
- 3. To assist visitors in the Chancery premises.

#### **Instructions to Bidders**

### **Subject: Contract for Supply of local security guards for the Chancery.**

- 1. Tenders are invited under two bid system viz. Technical Bid and Financial bid from reputed and experienced firms on the subject.
- 2. The tender should be submitted in two sealed envelopes as below:
  - a) The first sealed cover superscripted as "Technical Bid" should contain details of technical capabilities of the firm (with documentary evidence i.e. firm registration paper, license, Guards experience with other offices/organizations (as per Annexure A).
  - b) The second envelope superscripted "Financial Bid" **should contain rates only** for Annual contract **as per Annexure B**).
  - c) Both sealed covers, should be placed in the main sealed envelope superscripted "Tender for Supply of Local Security Guards " addressed to the Head of Chancery, Embassy of India, 545-547, Merchant Street, Yangon, Myanmar and must reach on or before 29 July 2020 by 1600 hrs. Bids may be submitted physically or by courier/post at the aforementioned address so as to reach on or before the prescribed date and time. The Embassy will not be responsible for any postal delay.
- 3. The Embassy reserves the right to amend any of the terms and conditions contained in the tender document or reject any or all bids without giving any notice or assigning any reason thereof. The decision of Embassy in this regard will be final and binding upon all the bidders.
- 4. Bidders are requested to go through the terms & condition of the contract (Annex C).

#### 5. The important schedule and dates are given below:

S. No.	Key Event	Dates
1.	Date of e-publishing on CCP Portal	7 July 2020
2.	Date of receiving the bids (Start)	7 July 2020
3.	Date of clarification (Start)	16 & 17 July 2020
		(between 14.30-16.30 hrs)
4.	Bid submission closing date & time	29 July 2020 (1600 hrs)
5.	Bids opening date (Technical)	30 July 2020 (1000 hrs)
6.	Bids opening date (financial)	31 July 2020 (1500 hrs)

- 6. For any tender related enquiry /clarification/site visit, please contact the Embassy by email hoc.yangon@mea.gov.in / admn.yangon@mea.gov.in or by phone at 391219, 243972.
- 7. All bidders are requested to read and understand the terms and conditions of the contract before submitting their bids. **The bidder can not put his terms and conditions in the bid**. Companies that are not agreeable to terms and conditions of the tender, need not apply. No change or violation of aforementioned terms and conditions is permissible once the bid is accepted by the Embassy.

#### Annex C

#### **GENERAL TERMS & CONDITIONS**

#### 1. Scope of Services:

(a) The scope of services includes the following:

The provision for **six security guards** for security services as mentioned under **Scope of Works** for Chancery at 545-547 Merchant Street, Yangon.

- (b) For change of shift, no security guard is allowed to leave until his or her replacement has arrived, including lunch break.
- (c) No security guard shall leave the guard room or place of duty unattended at any point of time.

#### 2. Contract Terms and conditions:

- (a) The contract term shall be **two (02) years** starting from the date as agreed and signed in the contract. There will be no cost escalation during the two years contract period, unless there is a change in tax structure or government policy on minimum salary. However, either side can terminate the contract by giving three months notice.
- (b) The maximum age of security guards deployed by the service provider shall **not be more than 50 years.**
- (c) The Security Guard should possess minimum education qualification up to 'Matriculation' Level (10<sup>th</sup> Standard). Beside local language, he/she must also possess working knowledge of either **English or Hindi.**
- (d) The Security Guard should be **physically and mentally fit** and he should not suffer from an apparent disability including obesity/overweight etc. The Guard should not be emaciated, feeble and timid in an apparent sense.
- (e) The service provider should provide only such LSGs who have **vetted by local government's security department(s)** in terms of past record, character and antecedents. The service provider should be able to provide background details of the LSGs and also proof of their vetting.
- (f) 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 equipment such as DFMD, HHMD, monitoring CCTV, baggage scanners etc.(HHMD, DFMD, baggage scanner etc to be provided by Embassy). They should possess knowledge of the potential threats to a foreign Embassy in general terms and also knowledge of what is 'suspicious' in terms of men and material in the given local context.
- (g) The private service provider should provide **proof of compliance as regards local laws** and statutory regulations in running a private security company.
- (h) The security company would furnish information about its **other clients** including period and type of service rendered in broad terms.
- (i) The Security Company should agree to provide details of salary, gratuity, allowances, leave etc., IT registration, licence etc. **The Security Company, who is providing better service conditions to the guards, would be preferred.**

- (j) 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' Embassy has the option of retaining the particular LSG.
- (k) Subject to above condition, the company **should have sufficient LSGs on its roll** so that the staff is rotated periodically. Ideally the staff should change after every 4 months.
- (I) The service provider shall **provide full uniforms with appropriate footwear** (**shoes**) for security guards. The security guards shall, at all time, be in proper uniform with names and identification tags and shall be provided with necessary equipment for proper security duties such as whistle, night stick, torch etc. where necessary.
- (m) The Security Guard shall assist in case of any fire, medical or any other emergencies. The agency should impart necessary training to Security Guards from time to time.
- (n) The Security Guard shall screen baggage/parcel/letter etc. using metal detectors (provided by Embassy) and lookout for any kind of firearms or weapon that is prohibited to be brought inside the premises by any visitor. Any such incident shall be brought immediately to the knowledge of Chief Security Officer of Embassy.
- (o) In the event that any security guard on duty is absent for whatever reason, the provider is responsible for **providing relief security guard** with same qualification immediately. For failure to provide for replacement beyond 1 hour, the deduction amount shall be **Kyat 30,000/- per security guard per day**. An attendance register shall be maintained for this purpose.
- (p) The Service Provider is to note that security agencies/companies **must have proper license** to provide manpower and paid wages that are in line with the prescribed wages under local laws.
- (q) The security guard shall cordially receive all visitors to Chancery and maintain a record of such visitors and purpose of their visit. No visitor is allowed after office hours, unless specifically instructed. The security guards are also to maintain a register to record all particulars to ensure that no items or equipment can be removed except with written authorisation of Embassy.
- (r) The Security Guard shall assist in crowd management and traffic control during receptions, National Day Celebrations or any other gathering.
- (s) The service provider shall be deemed to have inspected and examined the site and its surroundings and to have satisfied him before submitting his tender as to the nature of the site, the form and the nature of the buildings and the extent and nature of work; no other claim, whatsoever, shall be entertained in this regard.
- (t) The service provider is required to exercise firm control over the conduct of his personnel at the Embassy properties. The provider shall immediately dismiss any person whose continued employment thereon is undesirable in the opinion of Embassy. The service provider should have a system of undertaking supervisory checks of functioning of Security Guards.
- (u) The Embassy shall make payment to the service provider on satisfactory completion of services for a particular month. The bill for the services shall be submitted in the first week of following month along with a copy of attendance sheet and receipt of payment of wages to Security Guards deployed by the Service Provider. The payment will be made through bank transfer.

- (v) The service provider shall pay the full wages to Security Guards quoted in their bid. In case of any deviation to this, the contract will be terminated with immediate effect and performance guarantee will be forfeited.
- (w) The agency, at its own expenses arrange for safety provisions as per rules, regulations and laws as applicable in respect of all Security Guards provided by the agency. Embassy will not be responsible for any kind of safety and security of the Security Guards on duty at workplace.
- (x) The personnel deployed by the Service Provider will not be treated as employee of the Embassy in any manner whatsoever or under any condition whatsoever.
- (y) The Service Provider shall be responsible for all acts of commission, omission on the parts of its personnel deployed and it shall take such preventive measures and precautions as may be deemed necessary for the safety of the personnel / property / materials which contained in above mentioned premises.
- (z) The Service Provider hereby indemnifies and shall keep Embassy indemnified against all acts of omission or negligence, dishonesty or misconduct of the security personnel / staff engaged by the company at Chancery. Embassy shall not be liable to pay for any damages or compensation to such person or to third party. The Service Provider shall at all times indemnify Embassy against any claim whatsoever which would arise under any statutory notification thereof or otherwise in respect of any damages or compensation payable in consequence of any accident, death of injury sustained to personnel / employees engaged by Service Provider, which may arise out and in the course of their duties in Embassy nor shall be liable to pay damages or compensation to such persons or to third parties.
- (a1) The successful Bidder should not sub-contract any part of the Scope of work to be undertaken by them without written permission from the Embassy. The bidder to whom the contract is awarded is solely responsible to the Embassy for the completion of the awarded contract
- (b1) In case of any dispute, the decisions of the Deputy Chief of Mission, Embassy of India, Yangon, shall be final.
- (c1) The place of duty for security guards will normally be Chancery unless there is an exigency as decided by Embassy.

#### 3. Evaluation of bids:

- (a) The Embassy shall follow two bids system i.e. Technical bid and Financial bid. The technical bid and financial bid should be sealed by bidders in separate covers duly superscribed "Financial Bid or Technical Bid" as the case may be and both these sealed covers are to be put in a bigger cover which should be duly superscribed as "Bid for Providing Security Guards at Embassy of India, Yangon". Bidder shall sign all pages of bid documents and submit with technical bid without mentioning the amount. As mentioned above Financial Bid should be submitted in separate sealed envelope.
- (b) The technical bids will be evaluated mainly on the following parameters:
- (i) The bidder can not include additional terms and conditions in the bid.
- (ii) Should possess experience of providing such security services/providing security guards for at least 3 years, supported by user satisfaction certificate and other documents like achievements of the company.

- (iii) Ability to provide User Satisfaction Certificate from at least 3 organizations.
- (iv) Technical bids The covering letters of the technical bid should indicate total numbers of pages in the technical bid.
- (v) List of Security Guards in terms of experience, character & antecedents and communication skills in Myanmar, English or Hindi.
- (vi) Average take-home pay and allowances of the security guards.
- (vii) Ability of the company to carry out real time checks / audit of security guards.
- (viii) Having registration, licence and other documents as required by the government of Myanmar.
- (ix) Details of training of security guards.
- (c) Financial bids of only those tenderers would be opened who are found technically sound and qualified. The assessment in terms of technical qualification shall be done by Embassy and shall be final.
- (d) The Financial bid should indicate cost for providing security services for Chancery for each Security Guard on a monthly basis including cost for uniform, shoes and other items.
- (e) The bid and all correspondence and documents relating to the bid, exchanged between the bidder and the Embassy shall be in English language. The price to be quoted by the bidders shall be in **Myanmar Kyats** only. The bid should be **valid for a minimum period of 180 days** from opening of bid.
- (f) The Bid shall contain no alteration, omissions or additions, overwriting except those to comply with instruction issued by the Embassy or as necessary to correct errors made by the bidders, in which case the person or persons signing the Bid shall initial all such corrections.
- (g) The Embassy reserves the right to accept or reject the Bid and does not bind itself to accept the lowest bid or any bid and can reject all the bids or scrap the proposal in whole or in part.
- (h) Successful company will have to sign a contract with the Embassy based on terms and conditions of the tender.

#### 4. Performance Guarantee

The successful bidder shall be required to submit **Performance Guarantee** which is 5% of the total **contract** amount (i.e. two years' contract amount) in the form of **Bank Guarantee** within 07 days of awarding the contract. The Bank Guarantee should be valid beyond two (02) months of expiry of contract. **Performance Guarantee** shall be refunded after expiry of or termination of contract. Performance Guarantee will not fetch any interest. In case, during the contract period, the services of the agency are not found satisfactory or non-responsive, Performance Guarantee shall be forfeited.

# **Annexure-A**

# <u>Introduction and Credentials of Bidder's Technical Information (Proforma to be submitted with Technical Bid by the Bidder)</u>

1.	Name	of	Com	pany

- 2. Address of the Registered Officer:
- 3. Correspondence address:
- 4. Contact details Telephone No. Fax No. Email:

S. No.	Requirements	Response (companies may attach separate sheets if required)
1.	a) Brief introduction of the company.	
	b) Previous experience in the field (minimum three years).	
	c) Total number of regular employees with the Company.	
	d) Annual turnover of the company for the last two years	
	e) Registration certificate and license for the services	
2.	Details of work plan and methodology for undertaking the job.	
3.	Qualification and experiences of staff (including Supervisor /managerial and security staff) proposed to be deployed for the job	
4.	List of other Clients in Myanmar where the Company is providing similar services. Whether the company is providing similar services in other Embassies / UN organisations / big corporate house also?	
5.	What system does the company follow for real time checks for functioning of supplied security guards?	
6.	Details of range of security services provided by the company.	
7.	Reserve pool / Back up manpower and logistics such as response teams, patrol vehicles, security equipment, communication equipment etc. the company has.	
8	Average period for which Security Guard of the company remains employed / serves with the company (in months)	

9.	Does the company have any insurance / compensation policy to compensate for security lapse during contract period. If yes, please attach details?	
10.	Does the company have its own training facility? If yes, provide details. Or it avails of such training facility provided by another company? What is the curriculum and duration of training of the security guards and the supervisors?	
11.	Industry certification, such as those issued by International Standardization Organization (ISO) or other specialized security certification bodies, obtained by the company for its quality.	
12.	What is the take home pay and other allowances, leave etc. the company gives to their security guards? (Please mention the pay range in Kyats i.e. minimum and maximum pay if the company has variable payments for different guards as mentioned in the schedule under Scope of Work)	
13.	Whether EMD Kyats 20,00,000/- money is submitted	
14.	The company should sign and stamp each page of the tender documents. Is it done?	YES / NO

# Supporting documents for all the above (if you have) are to be attached.

Signature of Bidder:
Name of Company :
Stamp of Bidder Company:
C. C
Date:

#### **Annexure B**

## FINANCIAL BID (To be provided as per below format)

#### FOR PROVIDING SIX SECURITY GUARDS AT EMBASSY OF INDIA, YANGON

#### TENDER No. YAN/ADM/815/02/2019

Dated 07/07/2020

To provide security guards at the Chancery, as detailed below:

S. No.	No. of shifts	No. of SGs in one shift	Total no. of SGs	How much the company will charge to Embassy (Kyats, all inclusive) PER MONTH	
1	03 shifts each for 8 hours	01	03		
2	01 shift from 07.00 hours to 14.00 hours (7 hours duty, Monday to Friday)	01	01		
3	01 shift from 14.00 hours to 21.00 hours (7 hours duty, Monday to Friday)	01	01		
4	01 shift from 09.00 hours to 17.30 hours	01	01		
	TOTAL (IN KYATS, per month) including taxes				

Total /	in words	per month	\ includina	tavac	
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#### **Declaration**

I / We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same. The above monthly rate quoted in all inclusive (include all taxes).

- 2. No other charges would be payable by the Embassy.
- 3. I/We shall pay the Security guard as per the range mentioned in Technical bid and will submit proof of payment to Embassy whenever asked.

	Signature of Contractor/bidde
(Name of the contractor/bidde	er of the firm authorised to sign)
	(Company seal)

Place:
Date: