



EMBASSY OF INDIA

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

19/07/2019

NOTICE INVITING TENDER

Embassy of India, Yangon invites Technical and Financial bids from agencies/firms for hiring of two Local Security Guards for securing the Government of India properties in Yangon 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 : 09.08.2019 (1200 hrs)
Opening of Technical Bid : 09.08.2019 (1500 hrs)

3. An amount of **US\$200/- (US Dollars Two Hundred only)** in the form of **Pay Order** payable to "**Embassy of India, Yangon**" towards Earnest Money Deposit (EMD) should be enclosed with Bid. In case the EMD is not submitted, the bid shall not be considered and shall be rejected summarily. The EMD will be refunded to bidders after award of contract.

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 / adm.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

GENERAL TERMS & CONDITIONS

1. Scope of Services:

- (a) The scope of services includes the following:

The provision for two male security guards for 24-hour security services for seven days a week (including public holidays, Saturdays and Sundays) for Chancery at 545-547 Merchant Street, Yangon/ India House at 35, Thantaman Road, Yangon / Embassy Residential Complex at Padonma Road, Yangon. Security services by two Security Guards shall be performed in any of the two shifts from 0800 hrs to 1400 hrs (shift 1), from 1400 hrs to 2000 hrs (shift 2) and from 2000 hrs to 0800 hrs (shift 3) rotationally by one security guard for each shift. The duty rotation will be decided by the Embassy.

- (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 of commencement. The Embassy of India, Yangon (hereafter referred as Embassy) reserves the right to exercise the option to extend the contract term by another one year on the same terms and conditions.

- (b) The maximum age of security guards deployed by the service provider shall **not be more than 45 years**.

- (c) The Security Guard should possess minimum education qualification up to 'Matriculation' Level. Beside local language, should 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 shall enclose a list of 5 prospective security guards along with their bio-data to enable Embassy to scrutinize their eligibility.

- (f) The service provider shall provide full uniforms with appropriate footwear 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, HMD, etc. where necessary.

- (g) 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.

- (h) The Security Guard shall screen baggage/parcel/letter etc. using metal detectors 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.

(i) 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 **US\$25/- per security guard per day**. An attendance register shall be maintained for this purpose.

(j) 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.

(k) The security guard shall cordially receive all visitors to Chancery or other buildings and maintain a record of such visitors and purpose of their visit. No visitor is allowed after office hours. 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.

(l) The Security Guard shall assist in crowd and traffic control during reception, National Day Celebrations or any other gathering.

(m) The service provider shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself 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 extra claim, whatsoever, shall be entertained in this regard.

(n) 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 in the opinion of Embassy undesirable. The service provider should have a system of undertaking supervisory checks of functioning of Security Guards.

(o) 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.

(p) 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.

(q) 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.

(r) The personnel deployed by the Service Provider shall not be treated as employee of the Embassy in any manner whatsoever or under any condition whatsoever.

(s) 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.

(t) The Service Provider hereby indemnifies and shall keep Embassy indemnified against all acts of omission or negligence, dishonesty or misconduct of the personnel / staff engaged by the company at Chancery/ India House / Embassy Residential Complex and 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 Chancery/ India House / Embassy Residential Complex, nor shall be liable to pay damages or compensation to such persons or to third parties.

(u) 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

(v) In case of any dispute, the decisions of the Deputy Chief of Mission, Embassy of India, Yangon shall be final.

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 super-scribed "**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 super-scribed 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) 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.

(ii) Ability to provide User Satisfaction Certificate from at least 3 organizations.

(iii) List of Security Guards in terms of experience, character & antecedents and communication skills in Myanmar, English or Hindi.

(iv) Average take-home pay and allowances of the 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, India House and Padonma Road Complex for each Security Guard on a monthly basis including cost for uniform, shoes and other items. The total cost involved in providing two Security Guards for two shifts for 24-hour security services for 7 days a week (including public holidays, Saturdays and Sundays) shall be taken into account while deciding the lowest quote.

(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 US Dollars only. The bid should be **valid for a minimum period of 90 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.

4. Performance Guarantee

(a) The successful bidder shall be required to submit **Performance Guarantee** of the **10%** of the total **annual** amount in the form of **Bank Guarantee** within 07 days of awarding the contract. The Bank Guarantee should be valid beyond one (01) month of expiry of contract. **Performance Guarantee** shall be refunded after expiry of or termination of contract. In case, during the contract period, the services of the agency are not found satisfactory or non-responsive, Performance Guarantee shall be forfeited. Performance Guarantee will not fetch any interest.

PROFORMA FOR TECHNICAL BID

ANNEXURE-I

Technical Bid for providing Security Guards for Embassy of India, Yangon

| SI No. | Particulars | Details to be filled by the Agency |
|--------|--|------------------------------------|
| 1 | Name of the Firm / Agency | |
| 2 | Registered office/business address of the agency with e-mail id | |
| 3 | Name, address with telephone, fax number, e-mail id of the contact person (s) | |
| 4 | Year of Incorporation/Constitution of the Firm/Agency. (Attach copy of incorporation certificate) | |
| 5 | Whether the agency is providing security services to reputed customers like Embassies, UN Offices, INGOs, Multinational Companies etc. Give names of institutions where the agency is empanelled/providing such services. (Attach copy of Orders / proof) | |
| 6 | Whether the agency has enclosed a list of 5 prospective Security Guards [Myanmar, English & Hindi knowing] along with their bio-data | |
| 7 | Whether the firm is ready to accept payment through Bank Transfer. (Attach copy of Bank Details) | |
| 8 | Whether Pay Order for USD200/- has been enclosed as EMD. | |

I / We _____ do hereby declare that the entries made in the above form are true to the best of my/our knowledge.

Date :

Place :

Signature of authorized signatory

Name

Seal

FINANCIAL BID**FOR PROVIDING TWO SECURITY GUARDS AT EMBASSY OF INDIA, YANGON**

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

19/07/2019

| SI No. | Description | Unit rate for one (01) Security Guard per month (in USD) | Monthly rate of two Security Guards (in USD) <i>[Monthly rate of 1 SG x 2]</i> | Total Annual rate for two Security Guards (in USD) <i>[Monthly rate of 1 SG x 2 x 12]</i> |
|--------|---|--|---|--|
| 01 | Wages of 2 Nos. Security Guards (Should fulfill all local government requirements) | | | |
| 02 | Service/Agency charge for providing two security guards including their uniforms, footwear, badge and other necessary equipment | Please provide L. S. annual rate | Please provide L. S. annual rate | |
| | TOTAL ANNUAL RATE IN FIGURE | | | |
| | TOTAL ANNUAL RATE IN WORDS | | | |

Declaration

I / We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

2. No other charges would be payable by the Embassy.

Signature of Contractor/bidder

(Name of the contractor/bidder of the firm authorised to sign)

(Company seal)

Place:

Date:

ANNEXURE 1 – PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

To
Embassy of India
545-547, Merchant Street
Yangon, Myanmar

BANK GUARANTEE NO:

DATE:

Dear Sir/Madam,

This has reference to the Purchase Order No. YAN/ADM/815/02/2019 dated _____ placed by the Embassy of India, Yangon to M/s (Name & Address of vendor) for providing 2 local Security Guards to Embassy of India, Yangon.

The conditions of this order provide that the vendor shall:

Provide two (02) local Security Guards to the Embassy for 24-hour security services for seven days a week (including public holidays, Saturdays and Sundays) for Chancery / India House / Budd Road Complex, Yangon, and as per other details given in said order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. YAN/ADM/815/02/2019 dated _____

M/s (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

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

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, yangon and liabilities of the contractor arising upto and until date _____

Your right to recover the said sum of US\$ _____ /- (US Dollars

_____ Only) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the

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said M/s ___ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

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

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

Notwithstanding anything contained herein:

A. Our liability under this guarantee shall not exceed US\$.....(in words)

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

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

D. The Bank guarantee will expire on

Granted by the Bank

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