

GENERAL TERMS & CONDITIONS

Bid for Providing Security Guards at Embassy of India, Yangon

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 / India House / Budd Road Complex, 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 **twelve (12) months** 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 good knowledge of **English, written as well as verbal and Hindi (spoken).**

(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 Security Guards who have been vetted by local government's security department/local Police in terms of past record, character and antecedents. The Service Provider should be able to provide background details of the Security Guards and also proof of their vetting. 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, etc. where necessary.

(g) The Security Guards shall assist in case of any fire, medical or any other emergencies.

(h) The Security Guards should possess training in basic security duties such as access control and anti-sabotage checks (of person, baggage and vehicles) including use of basic security tools such as monitoring CCTV, screening baggage/parcel/letter etc. using HHMD, DFMD and lookout for any kind of firearms or weapon that is prohibited to be brought inside the premises by any visitor. They should possess knowledge of the potential threats to a foreign Mission/Post in general terms and also knowledge of what is 'suspicious' in terms of men and material in the given local context. 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\$100/- 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. The Service Provider should provide proof of compliance as regards local laws and statutory regulations in running a private security company.

(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) In case of 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**". The bidder shall sign all the pages of bid documents. No price should be mentioned in Technical Bid.

(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 indicating period and type of service rendered by the Service Provider.

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

(h) 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

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** (Annexure-I) 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

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/885/01/2017

14.05.2018

Sl 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			
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:

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/815/01/2017** 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/815/01/2017** 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 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