

EMBASSY OF INDIA
Kinshasa

TENDER NO. KIN/813/01/2024~

TENDER DOCUMENT FOR HIRING OF (i) ROUND THE CLOCK LOCAL SECURITY GUARDS FOR SECURITY OF CHANCERY AT 18-B, AVENUE BATETELA, C/GOMBE, KINSHASA AND (ii) ROUND THE CLOCK LOCAL SECURITY GUARDS FOR SECURITY OF EMBASSY RESIDENCE AT 84, BOULEVARD DU 30 JUIN, GOMBE, KINSHASA

LAST DATE FOR SUBMISSION OF BIDS
22 May 2024

Opening of Technical bids
24.05.2024 at 1100 hrs
Opening of Financial bids
25.05.2024 at 1100 hrs

PLACE OF OPENING OF BIDS

Embassy of India, Kinshasa

18-B, Avenue Batetela, C/Gombe, Kinshasa(DRC)

EMBASSY OF INDIA

KINSHASA

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NOTICE INVITING TENDER FOR PROFESSIONALLY TRAINED LOCAL SECURITY GUARDS FOR SECURITY OF CHANCERY BUILDING AND EMBASSY RESIDENCE OF EMBASSY OF INDIA, KINSHASA

No. KIN/813/01/2022 **Dated: April 30, 2024**

1. Introduction

1.1. Sealed tenders in 2 (two) Bid Envelopes System are invited from eligible Bidders located and based in Democratic Republic of Congo as per terms and conditions set forth in the Tender Document for providing unarmed male Security Guards (hereinafter called LSG) for security duties as per details given below:

i. Two Round the Clock (on 12 hours shift) unarmed LSG to guard Chancery for all days at Chancery Building of Embassy of India at 18-B, Avenue Batetela, C/Gombe, Kinshasa(DRC)

ii. One round the clock unarmed LSG (on 12 hours shift) to guard Embassy Residence (India House) at 84, Boulevard Du 30 Juin, C/Gombe, Kinshasa

1.2. This Notice Inviting Tender (NIT) is being issued with no financial commitment and the Embassy reserves the right to change or vary any part thereof of the NIT at any stage. Embassy also reserves the right to withdraw the NIT, should it become necessary at any stage.

1.3. Embassy's decision on the pre-qualification and selection of the Service Provider shall be firm and final.

Important Dates

S.No.	Events	Date
1.	Tender Publish Date	30.04.2024
2.	Document Download Start Date	01.05.2024
3.	Bid Submission end date	22.05.2024
4.	Opening of Technical bids	24.05.2024
5.	Opening of Financial bids	25.05.2024

2. Eligibility (Pre-Qualification).

The invitation of tender is open to all eligible bidding companies who fulfill conditions as mentioned below: -

2.1. Bidding company should have a minimum of **five years** of overall experience in providing security personnel and related services.

2.2. The company should have proven expertise in the field of security in the DRC and should have also provided security services to any govt./semi govt./ autonomous body/High Commission/ Consulate, etc. Proof in respect of services provided to such agencies must be provided in the form of copy of contracts, etc.

2.3. Bidding Company must submit a copy of the security related topics covered during training schedule of the guards.

2.4. Bidding Company must include, as part of its tender, attested copies of documents mentioned at **Sl. No. 3(a) to 3(h)** as testimony of qualification to perform the contract.

Note: The Embassy of India, Kinshasa reserves the right to ask for any additional documents from the bidders to substantiate issues related to financial health of the company, local police clearance/ verification, partnership agreements, etc, in order to establish holistic credentials of the bidding company.

3. Critical Minimum Quality Parameters of Security Guards.

The Service Provider shall meet the following critical minimum quality parameters for security guards: -

(a) **Age**. Security Guards should not be more than **50 years** of age and the Security Supervisor should not be more that **55 years** of age.

(b) **Physical and Mental Fitness**. Security Guards should be physically and mentally fit. They should not suffer from an apparent disability including obesity/ overweight that would hinder efficient discharge of the duties typical to security guards**. Firm/company should submit medical fitness certificate in respect of every LSG from an authorized Medical Practitioner.** Additionally, the guard should not be emaciated, feeble and timid in an apparent sense.

(c) **C&A Verified**. The service Provider shall provide only such Security Guards who have been vetted by DRC's Government's security department in terms of past record, character and antecedents. The Service Providers should be able to provide background details of the LSGs and also proof of vetting.

(d) **Education**. Security Guards should have attended education at least up to 10th standard or matriculation equivalent.

(e) **Uniform**. Security Guards shall perform their duties in smart uniforms and their overall appearance shall be neat and clean.

(f) **Training**. Security Guards shall 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 tools such as HHMD, DFMD, CCTV monitoring, baggage and letter scanners, etc. They shall possess knowledge of the potential threats in general terms and also knowledge of what is "**suspicious**" in terms of men and material.

(g) **Supervision**. The provider should have a system of undertaking supervisory checks of functioning of LSGs to ensure that the supplied LSGs are discharging their duties with efficiency. The service provider should clearly spell out as to what will be the system of supervision/ surprise checks so as to achieve the above objective e.g number of scheduled and surprise visits in a given period.

(h) **Knowledge of Language**. The LSGs should be proficient in the local language and should be in possession of basic English language skills.

(i) **Registration**. Service provider shall provide proof of compliance as regards local laws and statutory regulations in running a private security company.

(j) **Other Clients**. Service provider shall furnish information about its other clients including period and type of service rendered in broad terms.

(k) **Service Conditions of Security Guards**. Service provider shall provide details of salary, gratuity, allowances, leave, etc of the security guards.

(m) **Rotation of Staff**. Service provider shall have sufficient number of LSGs on its roll so that the staff is rotated periodically. Ideally the staff shall change after every **3 months**.

(n) The service provider shall not pay wages lower than minimum wages of labour as fixed by the local authorities. Payment of other admissible benefits, if any, like bonus, leave, medical etc. to the employees deputed at the Embassy shall solely be the liability of the bidding company and not that of the Embassy.

(o) The service provider shall be responsible for dropping and picking up the security staff to/from the Chancery building of the Embassy

(p) The Bidding Company is to ensure compliance of all mandatory labour laws/regulations laid down by the Government of Democratic Republic of Congo (DRC) and any other relevant Acts and regulations enforceable from time to time without any liability on the Embassy of India, Kinshasa or without any responsibility for statutory compliance of any kind by the Embassy.

4. **Scope of Work**. The scope of work of the LSGs is as follows:-

(a) Round the clock deployment of LSGs at Embassy Residence: One unarmed Local security guard @ one Security Guard at a time on 12 hourly shift from on all days at Embassy Residence (India House) at 84, Boulevard Du 30 Juin, C/Gombe, Kinshasa

(b) Round the clock deployment of LSG at Chancery Building: Two (on 12 hours shift) unarmed Local Security Guard to guard Chancery for all days at Chancery Building of Embassy of India at 18-B, Avenue Batetela, C/Gombe, Kinshasa

(c) Provision of one Female Security guard when required. The requirement of female security guard will be informed by the Embassy of India at least one week in advance. Embassy is expected to at least make requests of 5 days in one year. The deputation of female security guard will be over and above the usual strength of security guards.

(d) Take periodic patrolling and surveillance for suspected activities of visitors in premises.

(e) Keep watch over for any sabotage, damage, fire and safeguard the property, men, material, machines and document system at site.

(f) Use of Hand Held Metal Detector, Door Frame Detector and assist in regulating visitors to the premises while being polite and courteous with visitors.

(g) To be alert and detect unattended packages and strange objects and respond in emergency situations like fire, law & order, medical etc.

(h) Security Guards to be very alert on duty, both physically and mentally throughout the shift and report any issues immediately to the supervisory officer in the Embassy.

(g) Company will ensure to maintain proper supervision over the security personnel with regards to their discipline, alertness, proper uniform, conduct in the course of their duty and carry out periodic inspections.

(h) Perform all security duties assigned by the Embassy of India, Kinshasa

(j) Must possess basic qualification for training in Fire Fighting.

5. Tendering Process

5.1. Tender is invited in two parts i.e. (i) Technical Bid and (ii) Financial Bid. Bids are to be deposited to Embassy of India, Kinshasa at 18-B, Avenue Batetela, C/Gombe, Kinshasa , in sealed envelopes**.** Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1 - Technical Bid" and "Envelope no. 2 - Financial Bid". Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "**Technical and Financial Bid for Security Guards for Embassy of India**" and addressed to "Head of Chancery" Embassy of India, Kinshasa, DRC, **latest by 14 May 2024 by 1600 hrs**.

5.2. The Embassy will not be responsible for any delay in receipt of bids or missing of bids while in transit/post. **Bids received by email/ fax will be rejected out-rightly.**

5.3. The validity of the bids must be for six months with effect from the date of opening of the bids.

5.4. The proforma for technical and financial bids is placed at **Annexure A** and **Annexure B** respectively.

5.5. Late Applications. Any application received after the last date and time for submission for the same, shall not be accepted. Applications received after the last date shall be summarily rejected and returned to addressee unopened.

6. Technical Bid Evaluation.

6.1. In the first stage, only the envelopes, containing the Technical Bid will be opened on the appointed date and time, in presence of the bidding companies (one representative each) and shown as a token of receipt of the documents in time. The sealed envelope containing the Financial Bid will be shown to the members present, but will not be opened at this stage.

6.2. The Technical Bids will be examined and evaluated by the Embassy subsequently on the basis of responses to the NIT. Bidding companies which do not qualify in the technical evaluation will not be considered for qualification to the Financial Bid stage and their financial bids will be returned unopened.

7. Financial bids

7.1. Bidding companies, which have qualified in the Technical Bid stage, will be informed by email to be present on the date and time fixed by the Embassy and the financial bids will be opened in their presence.

7.2. After opening of the financial bids, L1 will be announced based on the lowest financial quote. The final decision of the Embassy on award of contract will be communicated in due course. The notification of award will constitute the formation of contract. Upon the successful bidder's furnishing of performance security, Embassy will notify each unsuccessful bidder.

7.3. Price quoted should be on an all-inclusive basis to be paid monthly and shall include the cost of all services, personnel, transportation, rentals taxes, consumables, VAT social security, insurance of the security guards etc.

8. **Commencement of Contract**. The Services of the L1 will be availed by the **Embassy** with effect from **date of approval of Ministry of External Affairs, Govt of India**. Initial contract period would be for **two years** subject to the approval of Ministry of External Affairs, Govt of India. Payments in respect of the security services provided by the company will be made on monthly basis, in the form of a cheque.

9. **Additional Information**

9.1. The Bidder shall not utilize or publicize or disclose or part with any statistic, data or information collected with assignment/contract without the express written consent of Embassy of India.

9.2. No terms and conditions other than as stipulated above will be entertained. Tenders without acceptance of the terms and conditions stipulated above are liable to be rejected.

9.3. The Embassy reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

9.4. **Penalties**. In case the service provider fails to provide the desired services or breaches the contract and for loss or damage, if any, to property, life and limbs of Mission Staff etc due to negligence of the security personnel or substandard services of the security agency, service provider will be fully responsible and appropriate penalty will be imposed on the service provider as per existing local rules.

9.5. **Medical Facility**. Service provider is responsible for providing medical facility to the security personnel deployed at the Embassy.

10. **Termination of Contract**. Embassy reserves the right to terminate the contract at any time by giving **one month's advance notice**. However, Embassy shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc. The Service Provider may terminate the contract by giving **three months advance notice** with justification for termination of services. Embassy reserves the right to impose a financial penalty of amount equivalent to the service charges of one month, in case the latter terminates the contract without providing three months termination notice.

11. **Force Majeure**. Notwithstanding the provisions of contract, the service provider shall not be liable for forfeiture of its performance security if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the service provider and not involving the service provider's fault or negligence. If a Force Majeure situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Embassy in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical.

12. **Settlement of Disputes and Arbitration**. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of any person nominated by the Embassy of India, Kinshasa.

13. **Point of Contact**. For any tender-related enquiry/ query/ clarification please contact: -

Head of Chancery
Embassy of India
Kinshasa, DRC
Email:
hoc.kinshasa@mea.gov.in **Tel.**
No. 00243-971000490

14. **Sign and Seal**. The Bidder must sign and affix his seal on every page of the Tender Document and the complete signed tender document must be submitted.

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Annexure **A**

TECHNICAL BID PROFORMA

1. Name of the firm:

2. Address of the Registered Office:

3. Correspondence address:

4. Contact details:
   (a) Telephone:
   (b) Fax:
   (c) E-mail:

Sl. No.	Requirements
1.	(a) Brief introduction of the company
	(b) Previous experience in the field (minimum of five years)
	(c) Local level security industry knowledge (documented references of Govt. and private clients needed).
	Registration Certificate & license for the services (duly attested copies to be enclosed)
2.	Qualification and past experience of the security guards proposed to be deployed for the job
3.	(a) Details of Current contracts of security services undertaken by the firm. List of other clients the company is serving in terms of supply of LSGs in the DRC and other countries
	(b) Details of past contracts of security services undertaken by the firm
	(c) Testimonials [Clients' letters / certificates etc.]
4.	Provide answers to the following in your technical bid:-
	(a) Do you give your clients direct access to the top manager ? How ?
	(b) Where does the top manager reside ? Locally or far away ?
	(c) Do you familiar with local policies, plans and procedures associated with the local contractual requirements and their practical applications ?

(d) What is your policy and practice of visiting the client at regular intervals ?

(e) Do you provide only manpower or a wide range of diversified security management services ? How wide and diversified ?

(f) Size of the reserve capacity of men and logistics such as response trams, patrol vehicles/ security equipments/ control room facilites/communication equipments under use etc.

(g) Attrition rate of security guards and security supervisors (the average period for which a security guard remains with your firm)

(h) Where do you train your staff ? In-house or through another training provider ? How good is the training provider in terms of reputation ? Details of training curriculam, duration and expense incurred on training ?

(i) What is the communication system does you have ? What kind of technology and supervision mechanisms does you have to monitor guard presence and efficiency ?

(j) Do you have a 24 x 7 Control Room ? What are its salient features ?

(k) What is your relationship with the local police ?

(l) What is your industry certification in terms of Quality ?

(m) What is the scope and limit of the liability of your company ? What type of security failures your firm wants to avoid and what compensation will you offer in case of a failure ?

(n) What is the general and specific scope of work your firm willing to put in the contract ?

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]

Annexure **B**

Financial Bid Proforma

1. Name of the firm:

2. Address of the Registered Office:

3. Correspondence address:

4. Contact details:

   (a) Telephone:
   (b) Fax:
   (c) E-mail:

Sl. No.	Item	Charges (including taxes) in US$	Remarks, if any
(I)	Round the clock deployment of LSGs at Embassy Residence: One round the clock unarmed LSG (on 12 hours shift from 7 a.m. to 7 p.m. and from 7 p.m. to 7 a.m. on all days) to guard Embassy Residence (India House) at 84, Boulevard Du 30 Juin, C/Gombe, Kinshasa		
(II)	Round the Clock deployment of LSG at Chancery Building: Two Round the Clock unarmed (on 12 hours shift from 7 a.m. to 7 p.m. and from 7 p.m. to 7 a.m. on all days) LSG to guard Chancery for all days at Chancery Building of Embassy of India at 18-B, Avenue Batetela, C/Gombe, Kinshasa(DRC)		
	Total		

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]

Annexure **C**

AFFIDAVIT

I/We,_____,representative(s) of M/s._____ solemnly declare that:-

1. I/We are submitting my/our bid against the Tender Notice no. _____ dated_____brought out by the Embassy of India, Kinshasa for providing security services at the Chancery of Embassy of India, Gombe, Kinshasa.

2. I/We or my/our partners do not have any relative working in any office of Embassy of India, Kinshasa.

3. All information furnished by me/us in respect of fulfilment of eligibility criteria and other information given in this tender is complete, correct and true.

4. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

5. The Price – Bid submitted by me/us is "**WITHOUT ANY CONDITION**".

6. I/We have not been banned/ delisted by any Government or DRC Government agencies or PSUs.

7. I/We accept all the terms and conditions of tender.

8. If any information or document submitted is found to be false/ incorrect, Embassy may cancel my/our Tender and take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]