

EMBASSY OF INDIA

Washington DC

No.WAS/Pers/815/247/2017

February 16, 2022

TENDER NOTICE No.1/2022

The Embassy of India invites proposal for Hiring of Five (05) unarmed local security guards at 2107 & 2536 Massachusetts Ave-NW & 2700 Macomb St, NW Washington DC -20008.

2. Embassy's website <https://www.indianembassyusa.gov.in/Tender> and Central Procurement Portal (CPP) at <https://eprocure.gov.in/cppp/> may also be referred to for complete details, scope of work, and conditions of eligibility.
3. The bids should be submitted in three sealed envelopes {Envelope-A "Earnest Money Deposit" through a cheque, banker's cheque or Demand draft for US\$5000.00 in favour of 'Embassy of India', Envelope-B "Technical Bid Documents", and Envelope-C "Financial Bid Documents"}. Three envelopes containing "A", "B" & "C" shall be duly superscripted with above titles and put in another sealed envelope superscripted with the title "proposal for Hiring of Five(05) unarmed local security guards 2107 & 2536 Massachusetts Ave-NW & 2700 Macomb St, NW Washington Dc -20008.
4. Last date for receipt of bids is March 10,2022 at 10AM.



(Karthik G. Iyer)

First Secretary (E&CC) & Head of Chancery

Embassy of India

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Email: hoc.washington@mea.gov.in

Embassy of India
Washington DC

February 16, 2022

No. Was/Per/815/247/2017

E-NOTICE INVITING TENDER

Invitation of Bid

Name of Works: Hiring of five unarmed local security guards (4 male and one 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 (mentioning Tender for LSG on the top of the cover) before **10:00AM on 10th March, 2022** 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 14th March 2022 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.

Process of submission of bids

- The bid shall be submitted online 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>

Eligible Bidders can also send their bids physically in sealed covers to this Embassy if they are not able to submit their bids through CPP Portal and details may be seen on Embassy's website www.indianembassyusa.gov.in.

- 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 for Financial Bid** - Annexure I as provided on the CPP Portal should be downloaded, duly completed and then uploaded on the portal. Bidders can also send their bids physically in sealed covers to this Embassy if not able to submit their bids through CPP Portal and details may be seen on Embassy's website www.indianembassyusa.gov.in.
 - Prospective bidders are accordingly advised to go through instructions provided on the Central Public Procurement Portal or Embassy's website www.indianembassyusa.gov.in.
 - Tender Documents will be available for download from the website from 16th February, 2022 (1700 hrs).

Any further information or clarification which the Tenderer needs may be obtained from Mr. Ajay AP&WO and Sh Neeraj Kumar Saini Attache (Administration), Embassy of India, Washington DC (Email: apwo.washington@mea.gov.in and attadmn.washington@mea.gov.in)

- Bids as per details in Annexure I, II, & III may be submitted online or offline [addressed to - **Head of Chancery, Embassy of India, 2107 Massachusetts Avenue NW, Washington DC, 20008**] (in pdf format) from 16th February, 2022 at 1700 hrs to 10th March, 2022 till 1000 hrs. The last date for submission of online/offline bids would be March 10th 2022 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/Check 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	16 th February 2022 (1700hrs)
2	Clarifications Last date	10 th March 2022 (1500hrs)
3	Bids Submission Starts	16 th February 2022 (1700hrs)
4	Bids Submission Last Date	10 th March 2022 (1000hrs)
5	Technical Bids opening day	14 th March 2022 (1500hrs)
6	Financial Bids opening day	16 th March 2022 (1500hrs)

2. Opening of bids

- The Technical Bids will be opened on 14th March, 2022 at 1500 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> & Embassy's website www.indianembassyusa.gov.in. 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 16th March 2022 at 1500 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.

3. Criteria for selection of the service providers

- I. LSG should not be more than 50 years of age.
- II. LSG should be physically and mentally fit. He/She should not suffer from any apparent disability, 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 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.

4. Other Terms and Conditions

- I. 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.
- II. The Company or its owner shall adopt and follow industry-recognized Best Management Practices.
- III. The Embassy will have no responsibility for payment of any additional insurance and other charges
- IV. The successful bidders will sign an agreement with the Embassy of India.
- V. Payment will be made on monthly basis on submission of per-receipted bills(s) supported by duty slips. No cutting/overwriting/use of correcting fluids on the bills would be acceptable.
- VI. 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.
- VII. 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.
- VIII. 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.

IX. 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 exit, 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.

5. **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.

or

Legal Jurisdiction (for USA firm) - In the case of any legal dispute, the Washington, DC shall have legal jurisdiction to adjudicate on any matters arising out of this contract.

6. **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 "Embassy of India" Washington DC. 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.

In case of US company:

ii) Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the any US court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

iii) 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.

7. 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.

8. The tender must be accompanied with the following documents failing which the tender will be rejected: -

- a Earnest money deposit of US\$ 5000/- (USD Five Hundred) in the form of Account Payee Demand draft / Bankers check(chèque) 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 US\$ 5000/- . Earnest Money deposit shall not carry any interest.
- b PAN/ TAN/ number allotted to the Company by Income Tax Department and GST Tax Number allotted by Government of India to the Company.

or

EIN/TAX employer number assigned to the USA Company by US Government should be clearly mentioned in the tender and self attested copies should also be enclosed.

c Copies of Registration of company will be enclosed.

9. The rates once quoted and approved will be valid for a period of **two years** w.e.f. the date of signing period. No request for revision of rates will be entertained during this period.

10. The successful bidder will have to enter into an Agreement for two years 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.

11. The Embassy of India reserves the right to reject any or all the bids, without assigning any reason(s).

12. Bidder shall furnish the documents as per Technical Bid Form at Annexure-I. Undertaking in Annexure II should be submitted with Technical Bid.

13. The Financial bid may be submitted in the prescribed format as given in the Annexure-III, otherwise the bids are liable to be rejected.

14. Scope of work on Annexure -IV

15. 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.

17. The payment for the service will be made at the end of each month.

18. Embassy will not be responsible for the insurance and medical care of the workers deputed for the above services.

Annexure I

1	Name & Address of the Bidder	
2	Email address	
3	Contact numbers	
4	Signed and stamped copy of all pages of tender document including all annexure	
5	Scanned copy of Documentary proof for incorporation of company/sole proprietorship/Registered Partnership deep/ Authorization letter/Power of attorney, etc	
6	Bankers name and address	
7	Signed documentary evidence in support of each of qualifying criteria as mentioned in the documents	
8	PAN No. photocopy enclosed/EIN/TAX employer number assigned to the USA company by US Government	
9	TAN No. photocopy enclosed	
10	GST no. photocopy enclosed	
11	Copy of Power of Attorney (Attested by Notary)	
12	Validity of Offer [minimum 60 days from tender opening date (part-I)]	
13	Undertaking that bidder does not have any criminal records pending against him	
14	Profit & loss account of last 3 years	
15	Scanned copy of declaration from the Company Secretary/CEO/CFO that the prime bidder and/or any of member of consortium/partner has not been black listed as on date of submission of tender Govt. of India/PSU/State Govts./International agencies e.g. UN/WB/IMF/ADB etc.	
16	Name & Designation of the Authorized Signatory	

Name & Signature of the Bidder

(Seal)

Annexure II

I/We, hereby certify that, all the information and data furnished by me/us with regard to the Tender are true and complete to the best of my/our knowledge. I/We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret/confidential and shall not communicate information/derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

Bidder's Name & Address:

Name & Signature of the bidder

(Seal)

Annexure III

1	Name & Address of the Bidder	
2	Email address	
3	Contact numbers	
4	Details of EMD (DD No./Check No.)	
5	Rates per hour for each LSGs (USD)	
6	Validity of Offer [minimum 60 days from tender opening date]	
7	Bankers name and address	
8	Name & Designation of the authorized Signatory	
9	Rates for additional hours after stipulated duration per hour (USD)	

Name & Signature of the bidder

(Seal)

SCOPE OF WORK

Hiring of five (04 male and one female) local security guards unarmed to provide security at Embassy of India buildings located at 2107 Massachusetts Avenue NW, Washington DC-20008, 2536 Massachusetts Avenue NW, Washington DC-20008 and 2700 Macomb Street NW, Washington DC-20008.

Works to be carried out by the Tenderer:

- a) To provide 5 local security guards (4 Males and 1 Female).
- b) Three male security guards will be required to provide security in three shifts of 8 hours duty at 2700, Macomb St, NW, Washington DC - 20008 on all days of the week.
- c) The two security guards (1Male & 1 Female) will be required in one shift of 8 hours on all working days (Monday to Friday) of the week only from 09.30 A.M to 06.00 P.M.
- d) The male security guards will be on patrolling duty on peripherals of the property mentioned above.
- e) The female security guard will be performing access control duty at 2107 Massachusetts Ave, NW, Washington DC-20008 or at 2536 Massachusetts Ave, NW, Washington DC-20008.

Terms of Contract

- i) Initial Contract period will for a period of two years.
- ii) Contract may be terminated with one-month notice.

A. Nature of Services:

Five (5) Uniformed Unarmed Security Officer to perform in accordance with the following post orders:

1. Perform periodic patrols of the property on foot.
2. Control access to the site.
3. Check identification to obtain authorization to enter the building.
4. Screen visitors coming to the Embassy, check bags/belongings etc.
5. Maintain access logs (if required).
6. Other agreed upon post orders to be determined at the start up meeting.

B. Frequency or Time of Performance:

Two(2) Uniformed Unarmed Security Officers screening visitors to the Embassy of India Monday through Friday 09:30am -06:00pm at two premises of the Embassy (2107 Massachusetts NW).

One(1) Uniformed Security Officer to perform peripheral security and screening at 2700 Macomb Street, NW (DC) 24 hours per Day (in three shifts), 7 Days per Week.

C. Premises served:

Embassy of India

2107 Massachusetts Avenue NW, WDC

2536 Massachusetts Avenue NW, WDC

2700 Macomb Street NW, WDC
