



EMBASSY OF INDIA
MOSCOW

Notice Inviting Tender

Sealed tenders are invited on behalf of the President of India from the Registered Security Agencies for 1 (one) unarmed Security Guard to provide round the clock protection of the building premises located at 9, Vorontsovo Polye street, Moscow. The method of submission of tender, Amount of Earnest Money/Security Deposit and relevant general terms and conditions have been mentioned in Annexure-I. The work is to be performed strictly as per parameters / Technical specifications given in part I of Annexure II. The terms and conditions specific to the relevant contract have been mentioned in part II of Annexure II. The proforma of Technical Bid and Financial Bid for submission with the tender has been given in Annexure III and Annexure IV respectively. All the said Annexure are enclosed to this Notice Inviting Tender. The schedule of tender is given as under:-

Schedule of Tender:

I) Tender No. : **MOS/CONS/815/2/13.**

II) Last date and time of receipt of tender 10:00 hrs. on 01.06.2016

III) Amount of refundable earnest money to be deposited: Rub 15000/- (Ruble Fifteen thousand Only).

IV) Date & time of opening of tender: 11:00 hrs. on 01.06.2016

V) Venue: D.P Dhar Hall, Embassy of India , Building No. 6-8, Vorontsovo Polye Street, Moscow, Russian Federation.

The tenders received after the scheduled date & time will be rejected outright. The tenders can be dropped in the box to be kept for this purpose at Embassy of India 6, Vorontsovo Polye, Moscow, on all working days till the last date of submission. All outstation tenders should be sent by registered post so that they may be received by this office within due date & time. Only one tender should be kept in one cover.

**Embassy of India
6-8, Ulitsa Vorontsovo Polye, Moscow-115127**

Page-1

Mos/Cons/815/2/13

May 18, 2016

Annexure-I

GENERAL TERMS & CONDITIONS

Sub: Notice Inviting Tender for round the clock engagement of unarmed Security Guards at Building No. 9, Vorontsovo Polye, Moscow.

1. Parties:

The parties to the contract are the contractor (the tenderer to whom the work may be awarded) & the Government of India through the Embassy of India, Moscow for & on behalf of the President of India.

2. Address:

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Embassy of India, Moscow. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address, if any, in the aforesaid manner.

3. Earnest Money:

3.1 An amount of Ruble. 15000/- (Ruble fifteen thousand only) towards Earnest Money, should be submitted along with his / her / their tender in cash or through bank transfer. This deposit would be refunded, within five working days by the Mission/ Bank after Opening of **pre-qualification bids**, to the unsuccessful bidders.

3.2 Tenderer shall not be permitted to withdraw his offer or modify the terms & conditions there of. In case the tenderer fails to observe & comply with the stipulations made therein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited to the Government.

3.3 The tenders without Earnest Money Deposit will be summarily rejected.

3.4 No claim shall lie against the Embassy of India in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely Technical Bid along with the Earnest Money Deposit & Financial Bid (in form given in Annexure IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to "Head of Chancery, Embassy of India, 6-8 Vorontsovo Poly, Moscow " and sent so as to reach before the due date. The outer envelope should bear the address, Tender Number & date, subject of tender, date and time of opening of the same. The inner envelopes should be superscribed with Tender Number, Subject of Tender, whether the envelope is containing "Technical Bid" or "Financial Bid" and date of opening of tender.

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he / she signs as:

(a) a sole proprietor of the concern or constituted attorney of such sole proprietor;

(b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the competent authority, without prejudices, may cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his/her firm's stamp at each page of the tender document and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Embassy of India as necessary).

6. Technical Bid:

6.1 The Technical Bid should be submitted in form given in Annexure-III along with the original receipt obtained for the deposit of Earnest Money Deposits in the **UCR** for the amount indicated above along with full details of technical facilities for executing the work i.e. equipment, infrastructure etc. and associated security features, and any other information sought for in the last section of the Annexure-II.

7. Financial Bid:

7.1 The Financial Bid should be submitted in form given in Annexure-IV in a separate sealed cover kept inside the main cover. The Financial Bids of the tenders short-listed after evaluation of Technical Bids only will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

7.2 Hourly wage rate should be quoted for one Unarmed Security Guard per day for 24 hours (**in three shifts**) in **Russian Rubles**, covering all statutory liabilities. The quoted rate should also include all taxes and it should be firm and final for the period of contract of 2 (two) years or a part thereof as may subsequently be decided by the competent authority of the Embassy of India Moscow, depending on the actual requirement at that time. The deployment of all the security guards will be in **3 (three) shifts** in a day, to cover round the clock security arrangement. Such deployment will be made all along the year including Sundays and holidays.

7.3 The contractor will be liable for fulfilling requirements as prescribed under Russian laws with regard to Social security, Minimum Wages etc, in respect of the personnel engaged by him to maintain security of the Embassy of India, Moscow. The contractor will quote the rate considering all these aspects and no request for enhancement of rate on any plea whatsoever during the contract period will be entertained. Statutory increase in wages etc, if any, is to be borne by the Tenderer agency itself.

7.4 The engagement does not confer any right for continuation or extension of the contract under any circumstances. This will purely be a short term temporary arrangement on contractual basis. Either party may terminate the contract by giving one months' advance notice of being unable to carry on the services any longer.

7.5 The person engaged by the contractor shall not claim any benefit / compensation / absorption / regularization of services from the Embassy of India under any law.

7.6 The Tenderer agency shall also be bound to comply with laws in relation to its employee including payment of minimum wages as laid down by or under any law.

7.7 Terms of payment as stated in the Tender Document shall be final.

8 Validity of the Bids:-

The bids shall be valid for a period of 180 days from the date of opening of the tenders. This has to be so specified by the tenderer in the Financial Bid.

9 Opening of Tender:-

The tenderer is at liberty, either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification. On the date and time indicated in the "Schedule of Tender", only Technical Bids will be opened and read out in the presence of tenderers' representatives.

10 Criterion for Evaluation of Tenders:

The evaluation of the tenders will be made on the basis of technical information furnished in form given in Annexure-III and then on the basis of commercial information furnished in form in Annexure-IV. The Financial Bid (Annexure-IV) of such firms found valid based on technical parameters (as per Annexure-III) will be opened on the date, time and venue to be announced after opening of the technical bid. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any further specific terms and conditions of the contract given in part II of Annexure II of this NIT.

11 Right of Acceptance:

11.1 The Embassy of India, Moscow reserves all rights to reject any tender including those of the tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Embassy of India in this regard is final and binding. Once the rate is accepted, it will be final and no enhancement of rate or request of the tenderer will be considered during the currency of tender.

11.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

12 Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender.

13 Time Schedule for completion of work:

The deployment must be completed within a period of 7 (seven) days from the date of award of contract as per schedule mentioned in part II of Annexure II.

14 Penalty:

In the event of the contractor failing to:

(a) Observe or perform any of the conditions of the work as set out herein; or execute the work in good and workmen-like manner and to the satisfaction of and by the time fixed by the Embassy of India, it shall be lawful for the Embassy of India in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any supply order executed otherwise than in a good and workman-like manner to the satisfaction of and by the time fixed by the Embassy of India and in both or either of the events, aforesaid to make such arrangements as he may think fit for the reproduction of the work so removed or work in lieu of that so rejected or removed as aforesaid on account and at the risk of the contractor.

(b) Penalty in the shape of deduction from claim-bills of the successful Tenderer Agency will be imposed as per clause 25 of the Part-II of Annexure-II.

15 Termination of tender:

The tender will be valid for 2 years. However, it will be open to either the tenderer or the Embassy of India to terminate/ withdraw the tender by giving 30 days notice.

16 Insolvency act:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order made against them or in the case of the company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in specified the Embassy of India shall have the power to terminate the contract without previous notice.

17 Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by the Embassy of India in that event and outstanding amount if any payable to the security company will stand forfeited.

18 Subletting of work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the competent authority of the Embassy of India.

19 Right to call upon Information Regarding Status of Work:

The Embassy of India will have the right to call upon information regarding status of supply at any point of time.

20 Precautionary Measures:

20.1 While observing the economy in costs in his own interest the contractor must be careful that quality and cleanliness of the work is maintained as well as time schedule prescribed etc., should not be disturbed.

20.2 The contractor must take every care to see that the work or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare item of work/ copies should be retained / sold or otherwise made over by the contractor or any of his staff member to any person other than the person(s) authorized by the Embassy of India.

21 Samples/ Past experiences:

References of work done in the past, if any sought for should be equivalent to the work mentioned in the specifications provided in Part-I & Part-II of Annexure-II and submitted along with the technical bid only.

22 The tender is not transferable. Only one tender shall be submitted by one tenderer.

23 Terms of Payment:

1. No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

2. The contractor shall submit the bill at each stage in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

3. All payments shall be made by Bank Transfer to the designated bank account of the contractor.

4. The Embassy of India shall be at liberty to withdraw any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.

5. The term "Payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money governed by the separate clauses of the contract.

6. Wherever applicable, all payments will be made as per schedule of payments stated in Part-II of Annexure-II.

24 Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. In case of any loss/ damage of the Government of India property during the period of supervision, the Security Agency would be liable for compensation.

**Embassy of India
6-8, Ulitsa Vorontsovo Polye, Moscow-115127**

Page-1

Mos/Cons/815/2/13

May 18, 2016

Annexure-II

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

Sub: Notice inviting Tender from Registered Security Agencies for round the clock engagement of unarmed Security Guards for the premises located at 9, Vorontsovo Polye, Moscow.

Part-I

Parameters and Technical Specification for Executing the work

Providing one (one) Unarmed Security Guard to make round the clock Security arrangement at the premises located at Vorontsovo Polye, 9, Moscow.

And

Part-II

Terms & Conditions specific to the contract

1. Unarmed Security guards should be provided round the clock (in **three** shifts, covering the entire 24 hours of a day) on all days including Saturday, Sunday and Holidays at premises located at 9, Vorontsovo Polye, Moscow. In case of shifting duty, release of the Security guard should be arranged only on the relievers reporting for duty. The payment will be made on "No work no pay basis" against the absentee statement.

2. The engagement is purely on temporary contract basis and valid for 2 years or a part thereof depending on the actual requirement at a subsequent time. The number of any type of the Guards to be engaged may be adjusted (i.e., reduced / increased) at any time after awarding the contract depending on the actual requirement at that time and payment will, in that case, be made proportionally as per rate quoted in the Financial Bid. The contract may however be terminated before 2 years if the concerned Agency fails to fulfill the terms and conditions of the contract at any time before the expiry of the period of contract.

3. The Tenderer Security Agencies should have a valid Registration certificate and License from the appropriate government authorities and should provide properly trained, uniformed and equipped unarmed Security guards.
4. Before deployment of the security guards, the profile of each must be got verified from the Police authority.
5. Identification of the Security guards must be properly authorized by the Contractor.
6. The age of the Security guards will be within 50 years as on 01.06.2016 and documents as proof of age will have to be submitted **whenever any new security Guard is detailed for duty.**
7. This contract is between the Embassy of India and the Registered Agency and this contract will not confer any right on the Agency personnel to demand for permanent absorption in the Embassy of India in future. A declaration in this regard must be submitted along with the tender.
9. Engagement will have to be made within 7 days after the **award** of the contract between the Agency and the Government.
10. In case of any loss/ damage of the Government of India property during the period of supervision, the Security Agency would be liable to pay compensation.
11. It would be the personal responsibility of the tenderer for observance of Minimum Wages as laid down under relevant rules of the Russian Federation while making payment to the Armed Security Guards engaged by them for the proposed work.
12. Rates quoted by the tenderer should be a comprehensive one i.e. inclusive of all sorts of taxes e.g. VAT etc.
13. While quoting rate, the tenderer should keep it in mind that no PF/ Contribution to pensionary fund/ insurance etc will be paid by the Embassy of India Moscow/Government of India owing to the duties of the personnel as Security Guards. The payment due, if any, in this regard should be made by the tenderer.
14. Before awarding the work, the contractor may have to enter into an agreement with the Embassy.
17. Security guard should have technical know-how regarding operation of fire extinguishers. Certificate if any, may also be produced to that effect.
18. The Security Guards should be provided with **proper** uniforms from the tenderer Agency itself, **which shall be proper maintained by the Security Guard.**

19. Rate per Security Guard per hour should be quoted covering extra duties if any. The Embassy of India will be responsible for paying monthly bills for as many Unarmed Security Guards only as may be engaged during the month concerned.

20. The Security Guards should have with them Photo Identity Card, issued by the Agency.

21. Police antecedents and general character of each Security Guard should be got properly verified by the Agency. No Security Guard, whose Police antecedents and general character have not been verified, can ever be engaged at the premises of the Embassy of India. For this purpose, a wider pool of personnel [consisting of at least 12 (twelve only) persons] from which the required number of Security Guards will be engaged at the Embassy of India Moscow, must be made ready and all relevant records, like- detailed Bio- Data, Reports of verification of Police antecedents and general character, authenticated copy of Photo Identity Card etc. in respect of each of them, must be submitted to the Embassy of India within a week after the work order has been awarded in favour of the successful Tenderer Agency. **Any hiring of new security Guard for the engagement at the said premises of the Embassy OF India should be followed with the submission of the above documents to the mission within 7 days and before the duty detailing of the said person to the said premises**

22. One Supervisory official of the Agency should always (24 hours, round the clock) be available to pass on information/ instruction as may be required from time to time to ensure security aspects of the Embassy of India , Moscow or day to day operational aspects of the Security Guards or any other related matters. For this purpose, at least one dedicated telephone number (**Landline & mobile**) **along with the email id** of such Supervisory Official should be submitted to competent authority of the Embassy of India, Moscow, within a week after the work order has been awarded in favour of the successful Tenderer Agency. **Any change in the Supervisory officer should be notified to the competent authority of the Embassy of India, Moscow immediately and not later latter than 7 calendar days through email and dak along with all the details.**

23. One Security Guard should always be posted at the Main Gate of the premises located at Vorontsovo Polye Street, 9, Moscow round the clock. Under no circumstances, the Main Gate should ever remain unattended.

24. The Tenderer Agency must have at least three (three) years' experience of engaging their unarmed Security Guards at various Diplomatic Missions accredited in Russian Federation and other organizations of repute.

25. Any sort of sloppiness or negligence in performing their duty on the part of the Security Guards will be viewed very seriously by Embassy of India, Moscow. On the event of finding any Security Guard inattentive/ sloppy during any period within his duty-timing, an amount equal to one shift's charges for

engagement of one Security Guard of his type will be deducted from the relevant monthly claim-bill which may be submitted by the Agency for the month covering the concerned period.

26. In the event of any loss being suffered by the Embassy of India, Moscow owing to any fault/negligence on the part of the Agency or the Security Guards engaged by them, the actual amount of loss in monetary terms will be assessed by the competent authority and the entire amount of such loss will be made good from the Agency. Necessary financial recovery or adjustments as may be deemed fit by this Embassy of India, Moscow will be made in order to make good the assessed value of the loss. The Embassy of India, however, reserves the right to adopt any other lawful means towards recovery of the loss with interest, if it becomes necessary to make good the loss of Government / Public property.

27. While making evaluation of the Financial Bids, the total rate for 2 (three) Unarmed Security Guards on hourly basis for 24 hours as a whole will be taken into consideration for declaring the Lowest Bidder. In case any difference is found between the Rate quoted in figure (digit) and that in words, the Rate as mentioned in words will be taken into consideration.

Embassy of India
6-8, Ulitsa Vorontsovo Polye, Moscow-115127

Page-1

Mos/Cons/815/1/13

May 18, 2016

ANNEXURE-III

TENDER FORM-1

TECHNICAL INFORMATION AND UNDERTAKING

Minimum Criteria

(See Clause 6 of Annexure-I of this tender document)

(Tenderer may use separate sheet wherever required)

Sub: Notice Inviting Tender for round the clock engagement of unarmed Security Guards for the entrances Building No.9, Vorontsovo Polye, Moscow.

1. Name of the Tenderer/ Concern : _____

2. Nature of the Concern : _____

(i.e. sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization). In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

3. Amount of cash/bank transfer against Earnest Money deposit :

4. Details of bank transfer-_____ Dated

(Embassy Account details
VHH 9909056737

КПП	773860001
Р/сч №	4080 7810 7000 5000 0121
Корр.сч №	3010 1810 7000 0000 0187
БИК	044525187
Банк	ОАО Банк ВТБ)

5. Each Para of NIT and it's Annexures should be signed and stamped.

Whether the same has been done :- _____

6. The Tenderer Agency should have at least 3 (three) years' experience of engaging their unarmed Security Guards at other Diplomatic Mission accredited to the Russian Federation and other organizations of repute (may indicate names of those Mission(s)/Organization (s)). The tenderer should have a successful track-record of engaging at least 3 Security Guards covering round the clock security arrangement of a single organization. List of important works of the nature stated above, undertaken during the last three years, whose summary is enclosed herewith (Summary may be enclosed on separate sheets for each work and may comprise of the subject/ project; scope covered; time taken to complete the work; persons employed; fee charged; remarks/ observations/ appreciation of the organization for whom the work was conducted; and any other information considered important by the tenderer.) :

7. Select list of Major Customers should be given on a separate sheet with period and reference.

8. Brief details of Personnel proposed to be deployed on the work should be given on a separate sheet (indicating their names; **age**; qualifications; experience in the field; and your personal opinion about them.)

9. Attested copy of valid Registration Certificate and License should be enclosed : _____

10. Any other information important in the opinion of the tenderer.

Dated at: (Dated Signature of Tenderer with stamp of firm/Agency)

UNDERTAKING

1. I/ We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed contract of the Embassy of India Moscow and shall abide by them.

2. I/ We also undertake that I/We have understood “Parameters and Technical Specifications for conducting the Work” mentioned in Annexure-II of the Tender No. Mos/Cons/815/1/13 Dated 11.05.2016, and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the Work.”

3. I/We further undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

4. I/We also undertake that the samples / information about the past experience being supplied with Technical Bid are in accordance with specifications given in the Part-I of Annexure-II to the NIT No. Mos/Cons/815/1/13 Dated 11.05.2016 and I/We shall be responsible for rejection/cancellation of contract if proved false.

Dated at

(Dated Signature of Tenderer with stamp of the firm)

Embassy of India
6-8, Ulitsa Vorontsovo Polye, Moscow-115127

Page-1

Mos/Cons/815/1/13

11, May, 2016

Annexure-IV

TENDER FORM-2.

COMMERCIAL INFORMATION

(See Clause 7 of Annexure-I of this Tender Document)

Subject: Notice Inviting Tender for round the clock engagement of armed and unarmed Security Guards for the entrances of the Building No. 9. of Embassy of India, Vorontsovo Polye, Moscow

Hourly rates in Roubles------(In Words-----
-----)

(Inclusive of all incidental charges, taxes & statutory liabilities, for engagement of Unarmed Security Guard for 24 hours).

GRAND TOTAL:

Rouble_____

(In words)

Any other information:

In case any difference is found between the Rate quoted in figure(digit) and that in words, the Rate as mentioned in words will be taken into consideration]

Dated at:

(Dated Signature of Tenderer with stamp of the firm)