



NOTICE INVITING TENDER

HIRING/SUPPLY OF LOCAL SECURITY GUARDS
IN THE HIGH COMMISSION OF INDIA FOR ONE (1) YEAR

Tender No: WEL/813/1/2022

Important Schedule for Tender Notice:

Date of Publishing of Bids	:	28.04.2022
Date of Receiving of bids (Start)	:	28.04.2022
Date of Clarification (Start)	:	28.04.2022
Date of Clarification (End)	:	13.05.2022
Bid Submission Closing Date & Time:		19.05.2022 & 1400 hrs.
Technical Bids Opening Date & Time:		19.05.2022 & 1430 hrs.
Financial Bids Opening Date & Time:		Will be advised via email to technical qualified bidder

High Commission of India, Level-2, Ranchhod Tower, 102-112, Lambton Quay, P.O.
Box 4045, Wellington 6011, New Zealand Ph: +64-4-473 6390 Fax: +64-4-4990665
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**HIGH COMMISSION OF INDIA
WELLINGTON**

**NOTICE INVITING TENDER (NIT) FOR PROFESSIONALLY TRAINED LOCAL
SECURITY GUARDS FOR HIGH COMMISSION OF INDIA, WELLINGTON**

No. WEL/813/1/2022

Dated 28 April 2021

1. Introduction

- 1.1. Sealed tenders in 2 (two) Bid Envelopes System are invited from eligible Bidders located and based in the Wellington, New Zealand, for providing security personnel at 72, Pipitea Steet, Wellington, New Zealand.
- 1.2. Security Guards (hereinafter called LSG) for security duties at High Commission of India, Wellington premises as per terms and conditions set forth in the Tender Document.
- 1.3. This NIT is being issued with no financial commitment and the High Commission reserves the right to change or vary any part thereof of the NIT at any stage. High Commission also reserves the right to withdraw the NIT, should it become necessary at any stage.
- 1.4. High Commission's decision on the per-qualification and selection of the Service Provider shall be firm and final.

2. Eligibility (Pre-Qualification)

The invitation of tender is open to all eligible bidding companies who fulfil 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 Wellington City and should have also provided security services to any government/ semi government/ autonomous body/ Embassy/High Commission General/ High Commission, 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. (a) to (f)** as testimony of qualification to perform the contract.
- 2.5. Evidence of registration of the company under relevant New Zealand statutory regulations.
- 2.6. Evidence of range of security services provided.
- 2.7. Size of the reserve pool of personnel and logistics such as response teams, patrol vehicles/ security equipment/ control room facilities/ communication equipment under use etc.

- 2.8. Attrition rate of security guards and security supervisors (the average period for which a security guard remains with the company)
- 2.9. Training facility: Does the company have its own training facility (details thereof)? Does the company avail the facility of another provider or a company that only focuses on training? What is the curriculum and duration of training of the security guards and the supervisors?
- 2.10. Industry certification obtained by the company for its quality.
- 2.11. Scope of limit of the liability of the company.
- 2.12. Service provider shall provide details of salary, allowances, leave etc of the security guards. This is just to confirm that their service conditions are in accordance with the relevant local laws/rules

Note: High Commission of India, Wellington 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 Guard should not be more than **50 years** of age.
- (b) **Physical and Mental Fitness.** Security Guards should be physically and mentally fit. Security Guards should not suffer from an apparent disability including obesity/ overweight that would hinder efficient discharge of the duties typical to security guards. **Firm should submit medical fitness certificate in respect of LSG provided.**
- (c) **Character & Antecedents Verified.** The service Provider shall provide only such Security Guards who have been vetted by concerned department of New Zealand Police and/or Ministry of Justice 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 Guard should have attended education at least up to an appropriate level as prescribed by the local government for such services.
- (e) **Uniform.** Security Guards shall perform their duties in 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 knowledge of what is “**suspicious**” in terms of men and material.
- (g) **Supervision.** The provider should have a system of undertaking periodical supervisory checks of functioning of LSGs to ensure that the supplied LSGs is/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 fluent in English.
- (i) **Registration.** Service provider shall provide proof of compliance as regards to 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. This is just to confirm that their service conditions are in accordance with the relevant local laws/rules.
- (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 **6 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 etc. to the employees deputed at the High Commission shall solely be the liability of the bidding company and not that of the High Commission.
- (o) The service provider shall be responsible for dropping and picking up (transportation) the security staff to/from the High Commission. No separate allowance/charges will be paid for transportation.
- (p) The Bidding Company is to ensure compliance of all mandatory labour laws/regulations laid down by the Government of the New Zealand and or local authorities in Wellington and any other relevant Acts and regulations enforceable from time to time without any liability on High Commission of India, Wellington or without any responsibility for statutory compliance of any kind by the High Commission

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

- a) (i) Security guard on all working days* of the High Commission from 08:00 to 20:00 hrs, single shift lasting 12 hours at the main & rear entry of the Chancery. Please note: * The working days for High Commission of India may differ from New Zealand working days for certain number of days each year.
(ii) And as per need basis on weekdays, weekends and public holidays.
- b) Provision of providing additional male and female security guards on certain occasions according to requirements.
- c) Take periodic patrolling and surveillance for suspected activities of visitors in premises.

- d) Keep watch over for any sabotage, damage, fire and safeguard the property, men, material, machines and document system at site.
- e) Monitor X-ray machine (if required), use of Handheld Metal Detector, Door Frame Detector and assist in regulating visitors to the premises while being polite and courteous with visitors.
- f) To check COVID-19 vaccine certificates of the visitors.
- g) To be alert and detect unattended packages and strange objects and respond in emergency situations like fire, law & order, medical emergency 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 High Commission.
- i) 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.
- j) Perform all security duties assigned by High Commission of India, Wellington.
- k) 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 High Commission of India, Level-2, Ranchhod Tower, 102-112, Lambton Quay, PO Box 4045, Wellington 6011 WELLINGTON, in two separate sealed envelopes, clearly marked as '**Technical Bid**' and '**Financial Bid**' for **Security Guards for High Commission of India**', latest by **18.05.2022 & 1400 hrs.**
- 5.2 The High Commission 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 High Commission of India 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 High Commission 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 High Commission 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, High Commission General will notify each unsuccessful bidder and will discharge their Bid Security Deposit. No interest shall be paid on the Bid Security Deposit.

8. Commencement of Contract. The Services are likely to be availed by the High Commission of India with effect from **01 June 2022**, *subject to approval of Ministry of External Affairs, Govt of India*. Initial contract period would be for one year 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 bank transfer.

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 High Commission 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 High Commission reserves the right to accept or reject any or all the bids 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 facilities to the security personnel deployed at the High Commission.

10. Termination of Contract.

The High Commission of India reserves the right to terminate the contract at any time by giving **one month's advance notice**. However, High Commission of India 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. The High Commission of India reserves the right to impose a financial penalty 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 High Commission of India 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 High Commission of India, Wellington. The arbitration shall be in accordance with the **existing rules of the New Zealand** in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

13. Point of Contact.

For any tender-related enquiry/ query/ clarification. Please contact: Mr. Praveen Kumar Sharma, 0064-22-4329667, Email: adm.wellington@mea.gov.in

14. Sign and Seal.

The Bidder must sign and affix their seal on every page of the Tender Document and the complete signed tender document must be submitted along with the affidavit at Annexure C.

Annexure **A**
TECHNICAL BID PROFORMA

1. Name of the firm:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:
 - (a) Name of Contact Person:
 - (b) Telephone: (c) E-mail:

Bid Requirements

- (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 Government and private clients needed).
 - (d) Registration Certificate & license for the services (duly attested copies to be enclosed).
2. Qualification and 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
 - (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 management? How?
 - (b) Where does the top manager reside? Locally or in another city?
 - (c) Are 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) Does your firm 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 teams, patrol vehicles/ security equipment/control room facilities/communication equipment 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 curriculum and duration of training?
 - (i) What is the communication system you have? What kind of technology and supervision mechanisms does your firm have to monitor guard presence and efficiency?
 - (j) Do you have a 24 x 7 Control Room? What are its salient features?
 - (k) How is your relationship with the local police and RCMP?
 - (l) What is your industry certification in terms of Quality?
 - (h) 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) Name of Contact Person
 - (b) Telephone:
 - (c) E-mail:

Per Item Charges (in NZ\$)

S. No	Particulars		Unit price (per hour/per shift/per month)	Remarks, if any
1.	0800 hrs to 2000 hrs, single shift lasting 12 hours at the Main & Rear entry of the building.	Working days		
		Weekend days		
		Public Holiday		
2.	Per hour charge for supplying security guards (during day duty hours)	Working days		
		Weekend days		
		Public Holiday		
3.	Per hour charge for supplying security guards (night duty hours).	Working days		
		Weekend days		
		Public Holiday		

*Please note: The working days and Holidays for High Commission of India may differ from New Zealand working days/holidays.

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

Annexure **C**
AFFIDAVIT/ Bids Securing Declaration

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 High Commission of India, Wellington for providing Security services at the High Commission's premises.
2. I/We or my/our partners do not have any relative working in any office of High Commission of India, Wellington.
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 any Government agency in New Zealand or any other country.
7. I/We accept all the terms and conditions of tender.
8. If any information or document submitted is found to be false/ incorrect, High Commission may cancel my/our Tender and take any action as deemed fit including termination of the contract, forfeiture of all dues and blacklisting of my/our firm and all partners of the firm etc.
9. I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for 5 years being eligible to submit Bids for contracts with the High Commission of India/Government of India.

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