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HIGH COMMISSION OF INDIA
NAIROBI

INVITES TENDER FOR

Hiring Of 06 Local Security Guards And 02 Dog Units For 02 Years

VALIDITY OF BIDS: 180 DAYS

GOVERNMENT OF INDIA
HIGH COMMISSION OF INDIA
NAIROBI

TENDER NOTICE

Tender Reference Number: NAI/ADM/815/1/2021

SUB: TENDER FOR HIRING OF 06 LOCAL SECURITY GUARDs AND 02 DOG UNITs AT FOLLOWING LOCATIONS

- **HIGH COMMISSION OF INDIA** (Jeewan Bharati Building, Harambee Avenue Nairobi) – 06 LSGs on all days from 0730 to 1930 hrs.
- **INDIA HOUSE** (121, Limuru Road, Muthaiga Nairobi) - 01 DOG UNIT on all days from 1800 to 0600 hrs.
- **HIGH RIDGE RESIDENTIAL COMPLEX,** WANGAPALA ROAD, PARKLANDS, NAIROBI – 01 DOG UNIT on all days 1800 to 0600 hrs.

The Client (High Commission of India) in Nairobi, invites Bids from Security Agencies registered with the Government of Kenya for providing Security Guard and Canine Services, at the above locations as per following schedule.

Date of Publication	03.12.2021 on High Commission's website, CPP and local Newspaper.
Pre-Bid Meeting	17.12.2021 at Chancery, Harambee Avenue, CBD, Nairobi
Last Date for submission of bids	23.12.2021 by 15.00 hrs. at Chancery, Harambee Avenue, CBD, Nairobi
Technical Bid Opening	23.12.2021 at 1600 hrs. at Chancery, Harambee Avenue, CBD, Nairobi
Financial Bid Opening	Will be intimated due course

Contact Details:

Head of Chancery
HIGH COMMISSION OF INDIA (Jeewan Bharati Building, Harambee Avenue Nairobi)
Phone: 0701464838 **Email**:**-** hoc.nairobi@mea.gov.in

Assistant welfare & Personnel officer (AP&WO)
Phone: 0715412190, **Email: - apwo.nairobi@mea.gov.in**

TENDER DOCUMENT FOR HIRING 06 LOCAL SECURITY GUARDS (LSGs) AT CHANCERY PREMISES AND 01 DOG UNIT EACH AT INDIA HOUSE & HIGH RIDGE COMPLEX

Sealed tenders in conformity with detailed tender call notice are invited from Security Agencies/Firms who meet the following criteria: -

- The security service provider should be registered with concerned agency of Government of Kenya and Kenya Security Industry Association.
- Certification of compliance with laws and statutory regulations in running a private security company.
- Previous experience of having provided similar services for at least two other Embassies/Government agencies/other reputed public or private organizations.
- Latest ISO certification is also required.
- Working with or recognition by United Nations office in Nairobi would be an added advantage.
- Experience of at least 10 years in providing such security services.

The Security Agencies/ Firms having good track record, manpower capacity and relevant experience are eligible to apply. This tender document can also be downloaded from Government of India, e-Publishing System Website **https://eprocure.gov.in** and High Commission of India website: www.hcinairobi.gov.in. The tenders should be submitted in **ONE SEALED ENVELOPE** in the following manner.

- The **first sealed cover** should be superscribed '**Technical Bid**' and should contain all relevant information showing compliance with the technical requirements listed in this document with all supporting documents. The checklist of documents to be submitted along with technical bid is placed at **Annexure-I**.
- The **second sealed envelope** should be superscribed **'Financial Bid**' and should contain the duly filled in proforma placed at **Annexure II** and should give costs of the required services.
- **Both the sealed covers** should be placed in ONE SEALED ENVELOPE superscribed "BID FOR HIRING OF 06 LSGs & 02 DOG UNITs". This should be addressed to **HIGH COMMISSION OF INDIA, Jeewan Bharati Building, Harambee Avenue Nairobi** and sent by post or hand delivered **latest by 1500 hrs. of 23.12.2021. The bids will be opened** in the presence of the bidders or their authorized representatives (along with authorization letter from the bidder) at designated time and date 1600 hrs on 23.12.2021.Tenders received after the due date and time or incomplete and conditional tenders shall not be accepted. Submission of more than one tender paper by a bidder for a particular work will render the bid liable for rejection.

Scope of Work

Hiring of Security Guard and Canine Services, to be deployed as per the following details

S. No.	Location	Services Required
1	**High Commission of India (Chancery Premises) Jeewan Bharati Building, Harambee Avenue, Nairobi**	Hiring of 06 Local Security Guards for all seven days a week for a 12 hrs. shift from 0730 to 1900 hrs.
2	**India House, 151, Limuru Road, Muthaiga, Nairobi**	Hiring of 01 Dog unit for all seven days a week for a 12 hrs. shift from 1800 to 0600 hrs.
3	**High Ridge Residential Complex, Wangapala Road, Parklands,Nairobi**	Hiring of 01 Dog unit for all seven days a week for a 12 hrs. shift from 1800 to 0600 hrs.

Description of Security Services to be Rendered.

- Ensuring safety and security of the premises, personnel and vehicles of the High commission.
- Not to allow entry of unauthorized persons inside the premises.
- Necessary security checking, frisking, scanning of the visitors with technical devices (Hand Held Metal Detector) before permitting entry into the premises.
- Maintain record of name, purpose of visit, identification number of all visitors along with details of officer (s) before permitting entry into the premises. The register would require to be put up to the Chief Security Officer of the client (High Commission of India) for scrutiny every Monday.
- To report any anomalies within the premises of the Client or intentional attempt to breach security and related regulations by any person visiting the premises.
- To implement any recommendation by the client to upgrade the security system services provided after mutual consent.
- To maintain a register of attendance with location of deployment.

Technical Requirements

- The Security Agency should provide proof of compliance as regards local laws and statutory regulations in running a private security company.
- A security company desirable of providing service should be willing to furnish information about its other Clients including period and type of service rendered in broad term.

- That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislation as applicable to it. The agency will have to comply with all statutory provisions of law, rules and regulations and keep this office informed about any amendment in the law from time to time. The Security Agency should agree to provide details of salary, gratuity, allowances, leave etc. it permits for its Security Guards. The transportation, food, medical and other statutory requirements in respect of each personnel of the Security Agency shall be the responsibility of the Security Agency.

- The Security Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential nature.

- The Security Agency is to provide security guards who have been vetted by the local Government in terms of past record, character and antecedents. Background details and proof of vetting should be provided to the Client.

- The Security Agency should agree and be able to provide a choice of persons three times our requirement, to interview and choose from.

- The Security Agency is to change the staff periodically, ideally every 4 months.

- The Security Agency's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any manner detrimental or prejudicial to the interest of the Client. The decision of the Client upon any matter arising under this clause shall be final and binding on the agency.

- The Security Agency should have provisions for real time checks of functioning of the Security Guards to ensure that the quality of the provided staff and their service they render is always above the benchmark. The provider should be able to provide proof of this to the Client.

- The functional control over the personnel deployed by the agency will rest with the Client and the disciplinary administrative/technical control will be with the agency.

- The Client may require the Security Agency to dismiss or remove from the site of work, any person or persons, employed by the Security Agency, who may be incompetent or for his/her/their misconduct and the Security Agency shall forthwith comply with such requirements. The Security Agency shall replace immediately any of its personnel, if they are unacceptable to the Client because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office

- The Security Agency has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. The following details of the security guards will be provided: - (a) Name (b) Age (c) Copies of their ID cards (d) Complete address.

- The Client will maintain an attendance register in respect of the staff deployed by the agency. The service charges will be paid after the end of each month of service provided upon presentation of invoice by the Security Agency, within the first 05 working days of the succeeding month. The invoice is required to be supported by all legal documentation required under the law.

- The parties expressly agree that under no circumstances the Client may withhold all or part of amounts payable arising from the provision of services outlined in this contract except in case the service provider, fails to deploy Security Guard for more than 02 hours in a day, pertaining to any shift wherein service charges for that shift will be deducted at the end of month of the invoice.

- The Security Agency will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the Client.

- The Security Agency shall provide a substitute well in advance if there is any possibility of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Security Agency.

- The Security Agency shall be contactable at all times and messages sent by phone/e-mail/fax/special messenger from the Client shall be acknowledged immediately on receipt on the same day. The Security Agency shall strictly observe the instructions issued by the Client in fulfillment of the contract from time to time.

- The Client shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Security Agency.

- That the Security Agency on its part and through its own resources shall ensure that the goods, material and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees. If the Client suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the Client for the same. The agency shall keep the Client fully indemnified against any such loss or damage. The responsibility and liability that will arise of any accident or casualty, occurring during the course of working to any staff engaged by the agency, will remain with the agency. The Client will no way be responsible for this or any other clause mentioned above.

Technical conditions

- The Security Guards engaged shall not be below the age of 18 years or above the age of 45. Their supervisor should not be more than 50 years of age.

- The Security Guards should be physically and mentally fit. They should not suffer from any apparent disability including obesity that would hinder efficient discharge of duties. with regards

- The Security Guards should perform their duties in smart uniforms and their overall appearance should be neat and clean.

- The Security Guards 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 tools such as Hand-Held Metal Detector (HHMD), Door Frame Metal Detector (DFMD), monitoring CCTV, baggage and letter scanners etc. They should possess knowledge of the potential threats to a foreign Mission in general terms and also possess knowledge of what is 'suspicious' in terms of men and material in the given local context.

- The successful bidder will enter into an agreement with the Client for the offer of services on these terms and conditions. The contract will be signed in English.

Period of Contract.

- The initial period of contract would be for 24 months. Service charges/rates quoted by the agency would be fixed for a period of 24 months and any statutory increase in wages/ DA etc. is to be absorbed by the agency. In case performance is not satisfactory, the contract will be terminated by the Client by giving an advance notice of 30 days in writing.

Right to Acceptance or Rejection of Tenders.

The tender is liable to be rejected inter-alia: -

- If it is not in conformity with the instructions and proforma mentioned in the tender paper.

- If it is not properly signed by the bidder.

- If it is received by telex, telegram or by email.

- If it is received after the expiry of the due date and time.

High Commission of India reserves the right to

- Accept/Reject any of the tenders in full or part thereof. Revise the requirement at the time of placing the order. Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary. Reject any or all the tenders in part or full without assigning any reason thereof.

Earnest Money Deposit (EMD) and Performance Security

- Bidders are required to deposit Earnest Money Deposit (EMD) of KSH 100,000 (Kenyan Shillings One Hundred Thousand only) in form of " Pay Order, Demand Draft or bank Guarantee from Bank of India, Kenyatta Avenue, Nairobi" in favour of "High Commission of India, Nairobi". Bids received without EMD will not be considered and rejected summarily. EMD of unsuccessful bidders shalll be refunded within 30 days of awarding the tender. No interest shall be payable for EMDs.

- The successful bidder, must send the its acceptance in writing along with Performance Security @ 5% of accepted tender cost in the form of Bank Guarantee within 15 days on receipt of letter of intent. Letter of award of work shall be issued on receipt of Bank Guarantee. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.

Payment

- After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the work.

- The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.

- The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the from 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.

- All payments shall be made in Kenyan Shillings (KSH) by means of crossed cheques /or Bank Transfer.

- The payment to the workers in accordance to minimum wages prescribed by the Govt of Kenya along with the statutory compliance Bonus is sole responsibility of the SP. In case of revision in minimum wages by the Government of Kenya, the same would be absorbed by the Mission. Claim for any other escalation shall not been entertained by the Ministry.

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

Arbitration

- Arbitration: Disputes shall be settled in accordance with UNICITRAL. The venue of Arbitration shall be High Court of Kenya.

Annex-I

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID

S. NO.	Documents to be submitted		Submitted/ Complied	Not Submitted/ Not Complied	Remarks
1	Company profile	**With technical bid**			
2	Copy of Authorization from Government of Kenya.				
3	Copy of Police Clearance Certificate				
4	Copy of Registration with KSIA				
5	Copy of latest ISO certificate				
6	List of Clients indicating period of work executed with them, as proof of experience in this field, references and contact details thereof.				
7	Undertaking by the Bidder. **(Refer to Annex-II)**				
8	Proof of minimum salary being paid to the security Guards (Pay Slip)				
8	Ernest money deposit (Cheque of KSH 100,000 in the name of High Commission of India)	**With financial bid**			
9					
10	Proforma for submitting financial bids **(Refer Annex-IV)**				
11	Any other relevant document				

Signature of Bidder

Seal of Establishment

Full Name of Bidder with address & Date

Annex-II

UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them. I/we further certify that I/we have the ability to meet all the technical conditions and requirements listed in this tender document.

Signature of the Bidder with Seal

Name: _____

Designation: _____

Address: _____

Phone No. _____

Annex-IV

PROFORMA FOR SUBMITTING FINANCIAL BID

Name of Bidder –

S. No	**Description of Service**	**Rate/ Unit/ Month**	**Total cost per Month**
		In KSH	In KSH
1	**Hiring of 06 local security guards for a 12 hrs. day shifts from 0730 to 1930 hrs. on all days at Chancery premises of High Commission of India, Nairobi**		
2	**Hiring of 02 Dog Units one each at India House, 151, Limuru Road, Muthaiga, and High Ridge Residential Complex, Parklands, Nairobi for a 12 hrs. night shift on all days**		
3	**VAT, if any**		
4	**Total**		
5	**Grand Total (Total cost/ month X 24 months) in figures**		
	Grand Total (Total cost/ month X 24 months) in words		

Signature of the Bidder with Seal

Name: _____

Designation: _____

Address: _____

Phone No. _____

Date: _____

Annex-III

BANK GUARANTEE PROFORMA

Bank Guarantee No... Date:

Brief description of contract: - Hiring of 06 LSGs at High Commission of India and 02 Dog Units, one each at India House and High Ridge Residential Complex.

Name and Address of Beneficiary: - High Commission of India, Jeevan Bharati Building, Harambee Avenue, P.O. Box 30074-00100, Nairobi. Tel: (+254 20) 2222 566 / 2225 104

Whereas M/s. (Name of Contractor with address) _____ have submitted their tender for hiring of 06 LSGs at Chancery and 02 Dog Units, one each at India House and High Ridge Residential Complex for High Commission of India, Nairobi and one of the tender conditions is for the M/s. (Name of Contractor with address) _____ to submit a Bank Guarantee amounting to KHS_____Only (in both figure and words). In fulfilment of the tender conditions, we, (Name of Bank with address) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of KSH _____ Only (in both figure and words).

This Guarantee will be valid for the entire period of agreement (24 Months) and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to **KSH**_____**Only** (in both figure and words)**.**

Notwithstanding anything to the contrary contained herein above, this Guarantee is valid from (**date of issue**) _____up to the (date after **24 months** from **date of issue**) _____ and claims under this Guarantee should be submitted not later than (date after **24 months** from **date of issue**) _____.

This Guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

This Guarantee shall be governed and construed in accordance with the laws of the (Kenya)____ and is governed by the..... and shall be subject to exclusive Jurisdiction of the (Kenya)_____ Courts.

Yours faithfully,

For (Name of Bank)

Seal of the Bank Authorized Signatory