

**HIGH COMMISSION OF INDIA
BRUNEI DARUSSALAM**

**NOTICE INVITING TENDER FOR TWO (02) PROFESSIONALLY TRAINED
LOCAL SECURITY GUARDS FOR HIGH COMMISSION OF INDIA, BRUNEI
DARUSSALAM**

No. BSB/Admn/815/1/2021

Dated 22 October 2021

1. Introduction

1.1 Sealed tenders in 2 (two) Bid System are invited from eligible Bidders located and based in the Brunei Darussalam, for providing two (2) trained male Security Guards (hereinafter called LSG) for security duties at High Commission of India, Brunei Darussalam premises for a period of two years as per terms and conditions set forth in the Tender Document.

1.2. 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.

1.3 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 fulfill conditions as mentioned below: -

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

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

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 of LSG to perform the contract.

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

3. Critical Minimum Quality Parameters of Security Guards.

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

(a) Age : Security Guards should not be more than **40 years** of age. Security supervisor should not be more that **50 years** of age.

(b) Physical and Mental Fitness: Security Guards should be physically and mentally fit. They should not suffer from an apparent disability including obesity/ overweight that would hinder efficient discharge of the duties typical to security guards.

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

(d) Education: Security Guards should have attended education at least upto Year 10 secondary school or equivalent.

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

(f) Training: Security Guards shall possess training in basic security duties such as access control and anti-sabotage checks (of person, baggage and vehicles) including the use of basic security tools such as HHMD, DFMD, CCTV monitoring, baggage and letter scanners, etc. They shall possess knowledge of

the potential threats in general terms and also knowledge of what is “**suspicious**” in terms of men and material.

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

(h) Knowledge of Language: The LSGs should be fluent in local language and English.

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

(j) Other Client: 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.

(l) 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 4 months.

(m) 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.

(n) The service provider shall be responsible for dropping and picking up the security staff to/from the High Commission.

(o) The Bidding Company is to ensure compliance of all mandatory labour laws/regulations laid down by the Government of the Brunei Darussalam and any other relevant Acts and regulations enforceable from time to time without any liability on the High Commission of India, Brunei Darussalam 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) Two Local security guards @ 1 Security Guard at a time in two 8 hourly shifts from 5 a.m. to 1 p.m. and from 1 p.m. to 9 p.m. X 7 days a week at chancery.
- (b) Provision of one Female Security guard whenever required. The requirement of female security guard will be informed by the High Commission of India at least one day in advance. The temporary deputation of female security guard will be over and above the usual strength of security guards.
- (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, use of Hand Held Metal Detector, Door Frame Detector and assist in regulating visitors to the premises while being polite and courteous with visitors.
- (f) To be alert and detect unattended packages and strange objects and respond in emergency situations like fire, law & order, medical etc.
- (g) 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.
- (h) 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.
- (I) Perform all security duties assigned by the High Commission of India, Brunei Darussalam.
- (j) Must possess basic qualification for training in Fire Fighting

5. Tendering Process

5.1. The tender is invited in two parts (i) Technical Bid (along with **Bid Security Declaration** and **Affidavit** as per the annexures) and (ii) Financial Bid; (a) First envelope – super scripted as “ **Technical Bid – Local Security Guard**” and (b) Second envelope – super scripted “**Financial Bid – Local Security Guard .**” Both sealed envelopes shall be kept inside a large sealed envelope i.e. in a Third envelope super scripted as “**Tender Quotation for Local Security Guard**”. It should also be super scripted at the bottom left corner with the Full name, Postal address, Fax, E-mail, Telephone number of the bidder. **A soft copy of Technical and Financial Bid in the form of CD/DVD/ USB may also be included in the respective envelopes.**

5.2. Bids are to be deposited to Head of Chancery, High Commission of India, Brunei Darussalam, Baitussyifaa, Simpang 40-22 Jalan Sungai Akar, Kampung Sungai Akar, BC3915, Brunei Darussalam, latest by Friday 12 November 2021 upto 1700 hrs. Technical Bids will open at 1500 hrs on 15 November 2021.

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

5.4. The validity of the bids must be for six months with effect from the date of opening of the bids. All bids should be in English language only.

5.5. The proforma for Technical Bid, Bid Security Declaration, Financial Bid and Affidavit is placed at **Annexure A Annexure B, Annexure C & Annexure E** respectively.

5.6. **Late Applications:** Any application received after the last date and time for submission for the same, shall not be accepted and will summarily be rejected.

6. Technical Bid Evaluation.

6.1. In the first stage, only the envelope containing the Technical Bid along with Bid Security Declaration 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 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/telephonically 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 bidder 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.

7.3. **Performance Security:** The successful bidder will submit a Performance Security in the form of Bank Draft or Bank Guarantee (as per format given at **Annexure D**) of 3% of annual contract amount within 1 month of award of work. The bank guarantee must remain valid 60 days beyond tenure of contract period. The Guarantee amount in full or part may be forfeited in the following cases:-

7.3.1. When the terms and conditions of the contract are breached.

7.3.2. When the service provider fails to comply with minimum service levels agreed upon.

7.3.3. When the service provider fails to comply with statutory requirements.

7.3.4. The service provider shall forfeit the performance security in full in case the service provider terminates the contract without providing three months termination notice.

7.4. The guarantee money shall be refunded 60 days after successful completion of contract period provided there is no breach of contract during the period of the contract or there is no claim for damages from High Commission's side. No interest shall be paid on the service guarantee.

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

8. Commencement of Contract: The Services of the L1 will be availed by the High Commission with effect from 01 April 2022, subject to approval of Ministry of External Affairs, Govt of India. Initial contract period would be for two years subject to the approval of Ministry of External Affairs, Govt of India. Payments in respect of the security services provided by the company will be made on monthly basis, in the form of a cheque. **No enhancement in the rate/cost of hiring the LSGs during contract period is allowed.**

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 tenders without assigning any reasons thereof.

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

9.5. Medical Facility: Service provider is responsible for providing medical facility to the security personnel deployed at the High Commission.

10. Termination of Contract: High Commission reserves the right to terminate the contract at any time by giving **one month's advance notice**. However, High Commission shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, what so ever that the High Commission of India in Brunei Darussalam be wound up and close, security considerations, violation of privacy laws etc. The Service Provider may terminate the contract by giving **three month's advance notice** with

justification for termination of services. High Commission reserves the right to impose a financial penalty of Brunei Darussalam equivalent to the service charges of one month, in case the latter terminates the contract without providing three months termination notice.

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

12. Settlement of Disputes and Arbitration: All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of any person nominated by the High Commissioner of India, Brunei Darussalam. The arbitration shall be in accordance with the existing rules of the Brunei Darussalam 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:

Head of Chancery

High Commission of India

Brunei Darussalam

Email: hoc.brunei@mea.gov.in

Land line-2339947.

14. Affidavit: The complete signed tender document must be submitted along with the affidavit at **Annexure E**.

TECHNICAL BID PROFORMA

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

S No	Requirements
1	(a) Brief introduction of the company
	(b) Previous experience in the field (minimum of five years)
	(c) Local level security industry knowledge (documented references of Govt and private clients needed).
	Registration Certificate & license for the services
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 manager? How?
	(b) Where does the top manager reside? Locally or far away?
	(c) Do you familiar with local policies, plans and procedures associated with the local contractual requirements and their practical applications?
	(d) What is your policy and practice of visiting the client at regular intervals?
	(e) Do you provide only manpower or a wide range of diversified security management services? How wide and diversified?
	(f) Size of the reserve capacity of men and logistics such as response teams, patrol vehicles/ security equipments/ control room facilities/communication equipments under use etc.
	(g) Attrition rate of security guards and security supervisors (the average period for which a security guard remains with your firm)
	(h) Where do you train your staff? In-house or through another training provider? How good is the training provider in terms of reputation? Details of training curriculum, duration etc.?
	(i) What is the communication system do you have? What kind of technology and supervision mechanisms do you have in place to monitor guard presence and efficiency?
	(j) Do you have a 24 x 7 Control Room? What are its salient features?

(k) What is your relationship with the local police?
(l) What is your industry certification in terms of Quality?
(m) What is the scope and limit of the liability of your company? What type of security failures your firm wants to avoid and what compensation will you offer in case of a failure?
(n) What is the general and specific scope of work your firm willing to put in the contract?

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

Bid Security Declaration

To:

The Head of Chancery
High Commission of India,
Brunei Darussalam.

Reference: (1) Tender No. _____ Dated _____

(2) Our Bid No. _____ Dated _____

Sir,

I/We, _____ irrevocably declare as under:-

I/We understand that, as per Para- 5.1 of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified/suspended from bidding for any contract with you for a period of 2 years from the date of disqualification/suspension as may be notified by you if,

- 1) I am/We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of my/our bid, I/We fail to deposit the prescribed Performance Security or fail to execute the agreement or fail to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & Designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ Year.

Financial Bid Proforma

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

S No	Item	Charges (in B\$)	Remarks, if any
(a)	Monthly charges for Two Security Guard (2 x 8 hourly shift duty i.e. from – 5 a.m. to 1 p.m. and 1 p.m. to 9 p.m. 7 days per week)		
(b)	Additional Charges for supplying female security guard at the request of High Commission of India.		

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

Performance Guarantee (bank Guarantee Format)

To

High Commission of India,
Brunei Darussalam.

WHEREAS _____ (Name of the Service Provider) herein called "the Bidder" has undertaken, in pursuance of Contract No. _____ dated _____ to provide a complete Security services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee. THEREFORE, We hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of _____ (Amount of the Guarantee in Words and Figures 3% of contract value) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____, 20_____.

(Signature and Seal of Guarantors)

Date:

Address:

AFFIDAVIT

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

1. I/We are submitting my/our bid against the Tender Notice no. _____ dated _____ brought out by the High Commission of India, Brunei Darussalam for providing Security services at the High Commission's premises.
2. I/We or my/our partners do not have any relative working in the office of High Commission of India, Brunei Darussalam.
3. All information furnished by me/us in respect of fulfillment 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 Brunei Darussalam Government agencies or PSUs.
7. I/We accept all the terms and conditions of tender.
8. If any information or document submitted is found to be false/ incorrect, High Commission may cancel my/our Tender and take any action as deemed fit including termination of the contract, forfeiture of all dues including Performance Security and blacklisting of my/our firm and all partners of the firm etc.

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