INVITATION TO TENDER

1. The Head of Chancery, Assistant High Commission of India, Mombasa invites sealed bids in two parts (Part I - Technical & Part II - Financial) from Security agencies for providing English and Swahili Speaking Unarmed Security Guards and radio alarm response system for the Assistant High Commission of India, Mombasa

Name of Services: Engagement of a Security Agency for Security Guards at the Assistant High Commission of India, Mombasa, Assistant High Commissioner’s residence and radio alarm response system.

Time Schedule: One (1) year from the date of signing of contract

Tenders to be addressed to: The Head of Chancery, Assistant High Commission of India, Mombasa, Bank of India building, Nkrumah Road

Last Date of Submission 10th June 2020 (1200 hrs. KST)

Date & Time of Opening Tender 10th June 2020 (1500 hrs. KST)

Bid validity period: 120 days from the date of opening of the Tender.

2. Period of Contract - The period of contract will be one year. The Agreement can be extended by mutual consent for a further period of one year from the date of expiry of the one year agreement at the same rates, terms & conditions, etc..

3. The bidding document can be downloaded directly from website www.ahcimombasa.gov.in. The Technical Bid (Part I) and Financial Bid (Part II) must be enclosed in two separate sealed envelopes clearly marked as such. Both the sealed envelopes then should be sealed in a bigger envelope clearly marked “ Tender for Engagement of Agency for Security Guards” in the Assistant High Commission of India, Mombasa”.

4. Earnest Money Deposit of amount KSh. 50,000.00 only through a cheque drawn in favour of Assistant High Commission of India in Mombasa may be placed in the Technical Bid, or a Bid Securing Declaration must be placed in the envelope containing Technical Bid (Part I). The bids must be submitted in this office on or before last date, i.e., 10th June 2020. The bids submitted without EMD or Bid Securing Declaration would be rejected.

5. The Eligibility Conditions are stated in the Tender documents.

6. The Technical bid(s) will be opened on 10th June 2020 at 1500 hrs KST in the Assistant High Commission of India, Mombasa in the presence of the tenderer(s) or their authorised representative(s) who are present at the scheduled date and time. The date and time of opening of Financial bid(s) will be decided and intimated after Technical bids have been evaluated by the Client. Financial bid(s) of only those tenderer(s) will be opened who qualify the technical evaluation on the specified date and time. Those who do not qualify for Technical stage, the Bid will be rejected.

7. The Assistant High Commission of India, Mombasa reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

8. The INVITATION TO TENDER will form part of the Tender Documents & Agreement.

9. Interested Bidders can request for further details from Head of Chancery, Assistant High Commission of India, Mombasa by writing at email id: hoc.mombasa@mea.gov.in before 05th June 2020.
Conditions of eligibility & other requirements:

10. The Signatory to the Tender Document should also be the authorized signatory of the Agency for signing the Agreement between the Agency / Company and the Assistant High Commission of India, Mombasa.

11. The Agency should have not incurred financial losses for atleast three years out of last five years. A Solvency Certificate by a Bank or a reputed Chartered Accountant should be attached.

12. Agencies making their offer for the Tender should be registered in Kenya as Security providing organization, with relevant Government authority and should attach the proof of the same. They should have excellent relations and high-level contacts with police authorities.

13. The security firms should have experience of providing security personnel to:
   (i) Kenyan Government offices / locations, and / or (ii) reputed companies listed on Kenyan Stock Exchange, and / or (iii) Embassies / Consulates / International organizations, and / or reputed hotels.

14. The Agency will have to provide for suitable replacements or additions during one day leave per week to be enjoyed by the Security Guard and as per requirement conveyed by the Assistant High Commission of India.


16. The Assistant High Commission will have the right to do a quarterly review of the services and terminate the Agreement in case of persistent lack of quality of service.

17. Quality parameters of the security personnel and the security agency/company as detailed in the draft Security Services Agreement should be strictly complied with. Offers from the Agency/Company that does not meet the critical requirement will be summarily rejected.

18. All interested Agencies / Companies may contact the undersigned for seeking additional information, clarification, if any, before 05th June 2020.

19. Payment – The payment will be made to agency by cheque on monthly basis within seven working days from the date of receipt of Tax invoice (to be presented at the end of each month) taking into account the number of Security Guards actually performing duty.

20. Opening of Bids - The Technical Bids will be opened at 1500 hrs. on 10th June 2020 in the premises of Assistant High Commission of India, Mombasa. The bidder has the option to be present or send any representative at the time of opening of bids. Financial bids of the technically eligible bidders will be opened later on a subsequent date & time under intimation to all the technically eligible bidders. The financial bids of the ineligible bidders shall not be opened.

21. All offers should be submitted in English language only.
Declarations and Obligations of the Company

22. The Company obliges to employ, throughout the entire period of this Agreement, security personnel of Kenyan nationality, or a national of a friendly country, who are fluent in English & Swahili languages. The Company would declare the names of owners / partners, management executives and security personnel and any changes subsequently.

23. The Company should not engage / patronise such persons who were or are involved in illegal businesses, crimes, frauds, anti-national activities against India; nor have friendly relations with such individuals or companies or entities.

24. The Security personnel should not be more than 50 years of age and the Supervisor, wherever necessary should not be more than 55 years of age. He / She should be physically / mentally fit and should not suffer from an apparent disability, including obesity / overweight that would hinder efficient discharge of the duties typical to a security guard. The company should submit Medical Fitness Certificate on letter-head of hospital in respect of every personnel deployed for security from Medical Practitioner serving in a hospital in Mombasa. It should provide only such personnel who have been vetted by local government’s security department(s) in terms of past record, character and antecedents and the proof should be submitted to the Assistant High Commission of India in respect of each guard assigned duties at the Assistant High Commission of India and at residence. The Company should provide background details of the personnel and also proof of their vetting. The Security Guards should have regular refresher training in basic security duties such as access control, anti-sabotage checks (of persons, baggage and vehicles) including the use of basic security tools such as HHMD, DFMD, fire safety equipment, monitoring CCTV, baggage and letter scanners, etc.. They should be trained with knowledge of the potential threats to a foreign diplomatic establishment in general terms and also knowledge of what is ‘suspicious’ in terms of men and material in the given local context.

25. All security guards must speak English and Swahili (including stand-by Security Guards during leave period) and should have attended school at least upto 10th Standard or matriculation equivalent.

26. The employees of the Company, shall be equipped with smart uniform and their overall appearance should be neat and clean.

27. They should be thoroughly proficient and trained in handling of arms and other security equipment for use.

28. The Company should furnish information about its other clients in Kenya and abroad, including period and type of service rendered in broad terms. Its past experiences, service history and its achievements may also be provided. It should provide proof of registration in compliance of Kenyan local laws and statutory regulations and that the agency/company is permitted by law in Kenya to execute the works subject of this Agreement.

29. The company should provide details of the range of security services it caters to clients, the size of the reserve pool of men and logistics such as response teams, patrol vehicles / security equipments / control room facilities / communication equipments under use, etc.. Also, the company should provide details of its own training facilities or availing the facility of another company that provides service or a company that only focusses on training exclusively? The curriculum and duration & type of training of the security guards and the supervisors may be provided also.

30. The Company agrees to provide background details of Security Guards giving choice of individual three times as per the Client’s requirement to interview and choose. The Client
should have the option of choosing a particular employee. The Company should have sufficient employees on its roll so that the staff is rotated periodically. Ideally, the staff should change after every four months and the change in roster would be shared with the Client. The employee, who cannot be accepted by the Client, will be substituted immediately.

31. The Company will provide and share SOPs of security and emergency procedures in consultation with the Client, with effect from the beginning of the contract.

32. The Company will ensure to pay for all its employees National Insurance (NSSF) and third party as well as Employer's liability.

33. The Company will undertake to follow prevalent Kenyan Labour Laws in determining terms and service conditions of its employees. It is mandated to disclose to the Client the take-home pay, other allowances, bonus, leave, etc. including gratuity and leave facilities, they give to their Security Guards.

34. The Company should have a system of undertaking supervisory checks of functioning of the guard to ensure that the supplied guards are discharging their duties with efficiency and as per the SOPs. The Company 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. any should undertake responsibility regarding its employees including damages caused by the employees of the company.

**Period of Agreement**

35. The Period of Agreement shall be **for one year** from the date of signing of contract. The Agreement shall be extended with mutual consent at the same rates and on the same terms and conditions for further **period of one year**.

36. Notwithstanding the above mentioned, each Party reserves the right to terminate this Agreement, by way of a prior written notice by email & hand delivery **60 days in advance**.

[Signature]

Head of Chancery

Assistant High Commission of India, Mombasa

Email: hoc.mombasa@mea.gov.in
Part I – TECHNICAL BID PROFORMA

1. Name of the firm:
2. Address of the Registered Office:
3. Correspondence address
4. Contact details
   Telephone:
   Fax: E-mail:
   Mob.:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Requirements</th>
<th>Reply (Please attach additional sheets wherever needed, preferably on the firms letter heads)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>List of other clients the Company is serving in terms of supply of Security Guards with references from at least 4 reputed organisations / companies / hotels, etc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 2       | Past experience, service history, achievements of the company, Assets & Liabilities:  
   a) Brief introduction of the Company, Head Office  
   b) Names of Owners, Partners, Management level Executives & nationality,  
   c) Assets & Liabilities  
   d) Previous experience in the field (minimum of five years)  
   e) Other companies owned directly, by other family members, and by partners / major stakeholders |                                                                                                |                 |
<p>| 3       | Proof of registration of the company under relevant statutory regulations such as labour laws, etc.                                                                                                        |                                                                                                |                 |
| 4       | Evidence of range of security services provided                                                                                                                                                             |                                                                                                |                 |
| 5       | Size of the reserve pool of men and logistics including management viz. Response teams, patrol vehicles/security equipment/control room facilities/communication equipment, Assets etc.                           |                                                                                                |                 |
| 6       | Attrition rate of security guards and supervisors. What is the rate of turnover of managerial and field staff? High or Low? Please provide statistics that can be cross checked from labour department (NSSF) records. |                                                                                                |                 |
| 7       | Please provide details of training facilities for Security Guards: own or outsourced. If own, please provide curriculum and duration of training to guards and supervisor |                                                                                                |                 |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Industry certification obtained by the company for its quality &amp; company’s relationship with local police.</td>
</tr>
<tr>
<td>9</td>
<td>Please provide details of scope and limit of liability of the company - compensation, insurance etc. to the security guards.</td>
</tr>
<tr>
<td>10</td>
<td>Does it meet the minimum wage directive of the Kenyan government and also meets other legal, labour and governmental obligations? Please specify take home pay and allowances of the security guards. Please provide detailed break-up of payments on account of NSSF for per guard</td>
</tr>
<tr>
<td>11</td>
<td>Please provide plan of action and methodology proposed to secure the premises</td>
</tr>
<tr>
<td>12</td>
<td>Qualification and experience of the security guards proposed to be deployed for the job</td>
</tr>
</tbody>
</table>
| 13 | a) Details of current contracts of security services undertaken by the firm (Please provide references from at least four organisations/companies/hotels, etc. in Kenya)  
   b) Details of past contracts of security services undertaken by the firm  
   c) Testimonials [Clients’ letters/certificates, etc.] |
| 14 | Is the firm familiar with local policies, plans and procedures associated with the local contractual and their practical applications? |
| 15 | What is the communication system that the security firm has?  
What kind of technology and supervision mechanism does the firm have to monitor guard presence and efficiency? |
| 16 | Does the firm have a 24x7 control room? What are the salient features? Please provide details of working of the control room and how to contact the control room in case of any emergency |
| 17 | Is the firm, a member of the local security industry associations? If yes, attach details. |
| 18 | Is the firm licensed by the local police or statutory authority on the subject? Details of evidence be attached? |

( )  

Signature of the authorized signatory

Name of the authorized signatory

Mobile Numbers

Name of Company

Seal of firm
**Part II – FINANCIAL BID PROFORMA**

1. Name of the firm:
2. Address of the Registered Office:
3. Correspondence address
4. Contact details
   
   Telephone:

   Fax:

   E-mail:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items of Service &amp; Rate</th>
<th>Charge (including VAT)</th>
<th>Remarks and total amount for reference purpose (as it is a Rate Contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>1 Unarmed Security Guard at Assistant High Commission of India</strong>, on 24 hours x 7 days basis plus (+) (One SG during day &amp; One SG during night for 7 days on 12 hours shift) <strong>1 Unarmed Security Guard at Assistant High Commission</strong> on 12 hours x 5 days basis (One SG during day only on 12 hours shift) Rate (KSH) =</td>
<td>Two Guards x Rate (Ksh) =</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>1 Unarmed Security Guard at Residence of the Assistant High Commissioner</strong> on 24x7 basis (One SG during day &amp; One SG during night for 7 days on 12 hours shift) Rate (KSH) =</td>
<td>One Guard x Rate (Ksh) =</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Radio Alarm Response System (RA) at Assistant High Commission</strong> and <strong>three Apartment Residences of Assistant High Commission</strong> with two remotes each Rate (KSH) =</td>
<td>Two Guards x Rate (Ksh) =</td>
<td></td>
</tr>
</tbody>
</table>

Note: Monthly Rate should be quoted on all-inclusive basis, it should include the cost of all services, personnel, transportation, rentals, taxes, consumables, social security contribution, insurance premium of the Security Guards, etc. (Also, Hourly Rate may be quoted on per-Security Guard basis for additional work-hours separately).

The company undertakes to refund the amount of VAT to Client on the basis of KRA’s blanket exemption or upon presentation of KRA’s approval for refund of VAT.

(                              )

Signature of the authorized signatory
Name of authorized signatory..........................Mobile No & Email id.............................

Name of Company.................................

Seal of firm
Bids Securing Declaration

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, I/we will be suspended for the future from being eligible to submit Bids for contracts with the Assistant High Commission of India, Mombasa.

Date __________

(________________)
Signature of the authorized person

Name of the Person……………………………………………….

Mobile Numbers……………………………………………….

Name of Company……………………………………………….

Seal of firm