



**Embassy of India
Tallinn**

No. TAL/813/1/2023

February 8, 2023

TENDER NOTICE

Notice inviting Tender for hiring of Local Security Guard (LSG) for the Embassy of India.

The Embassy of India, Tallinn invites sealed tenders from professional and reputed security companies/firms based in Tallinn for providing Local Security Guards for the Embassy of India, Premises for a period of 06 months as per terms and conditions set forth in the Tender.

Scope of work

2. To provide Local Security Guards at the Embassy Premises as detailed below :

S. No.	Duty Point	Duration	No. of shifts	No. of Security Guards in one shift
1	Embassy of India Tornimae 5, Tornimae Business Centre, Tallinn, 10145.	24 Hours	03 shifts each lasting for 8 hours	01

2. The Security Guards shall be armed with non-lethal weapons and should be under supervision of a Supervisor.

3. To ensure security of the premises which is located in a multistorey building in the Tallinn city centre.

4. To assist in regulating visitors to the premises while being polite and courteous with visitors.

5. Take periodic patrolling and surveillance for suspected activities of visitors in premises.
6. Keep watch over any sabotage, damage, fire and safeguard the property, men, material, machines and document system at site.
7. To be alert and detect unattended packages and strange objects and respond in emergency situations like fire, law & order, medical etc.
8. Security Guards have to be very alert on duty, both physically and mentally throughout the shift and report any issues immediately to the supervisory officer in the Embassy.
9. 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.
10. Perform all security duties assigned by the Embassy of India, Tallinn.
11. Must possess basic training in Fire Fighting.
12. Provision of one female security guard when required. The requirement of female security guard will be informed by the Embassy of India at least one day in advance. The deputation of female security guard will be over and above the usual strength of security guards.

Instructions to bidders :

13. Tender document can be downloaded from,
www.indembassytallinn.gov.in,
[www.https://eprocuregov.in/cppp](https://eprocuregov.in/cppp).
14. The tender is invited in two parts (i) **Technical Bid** (along with Bid Security Declaration and Affidavit as per the annexures A, B, D and F) and (ii) **Financial Bid**;(Annexure C) (a) First envelope – superscripted 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. The first sealed cover superscripted as “**Technical Bid**” should contain details of technical capabilities of the firm (with documentary evidence i.e. firm registration paper, experience with other offices/organizations etc.
 - b. The second envelope superscripted “**Financial Bid**” should contain rates only for Annual contract as per **Annexure-C**.

15. Bids may be hand delivered or sent by courier/post to Head of Chancery, Embassy of India, Regus Business Centre, Tornimae 5, Tallinn, 10145 so as to reach on or before the prescribed date i.e. March 02, 2023. The Embassy will not be responsible for any postal delay.

16. Technical Bid Evaluation

16.1. 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.

16.2. The Technical Bids will be examined and evaluated by the Embassy 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.

17. Financial bids

17.1. 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 Embassy and the financial bids will be opened in their presence.

17.2. After opening of the financial bids, L1 bidder will be announced based on the lowest financial quote. The final decision of the Embassy on award of contract will be communicated in due course. The notification of award will constitute the formation of contract.

17.3. **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 E) of 5% 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:-

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

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

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

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

17.4. 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 Embassy side. No interest shall be paid on the service guarantee.

17.5. 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.

18. The Embassy of India, Tallinn reserves the right to revoke the contract at any time during the contract, without citing any reason by giving one-month advance notice to revoke the contract.

19. The Embassy reserves the right to amend any of the terms and conditions contained in the tender document or reject or all bids without giving any notice of assigning any reason thereof. The decision of Embassy in this regard will be final and binding upon all the bidders.

20. Bidders are requested to go through the terms & condition of the contract carefully.

21. The important schedule and dates are given below:

Key event	Dates
Tender publish date	9 th February, 2023
Date of receiving the bids (start)	10 th February, 2023
Date of clarification (start)	10 th February, 2023
Date of clarification (end)	01 st March, 2023
Bid submission end date	02 nd March, 2023
Opening of Technical bids	03 rd March at 1500 hrs
Opening of Financial bids	Date to be intimated late (only to technically qualified bidders)

22. For any tender related enquiry/clarification/site visit, please contact the Head of Chancery by email hoc.tallinn@mea.gov.in. The Chancery premises can be inspected within the bid submission date with prior appointment.

23. All bidders are requested to read and understand the terms and conditions of the contract before submitting their bids. No change or violation of aforementioned terms and conditions is permissible once the bid is accepted by the Embassy.

Note: The Embassy of India, Tallinn 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.

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Terms and Conditions

1. The Embassy of India, Tallinn (hereinafter referred to as Embassy) shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial tender. The lowest price criteria shall be applied on the total.
2. The bidder shall submit a Bid Security Declaration (**Annexure-D**). Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.
3. Price quoted by the bidder and agreed to by the Embassy shall be considered final and no price escalation will be permitted thereafter. Bidders must quote the price in the format given at **Annexure-C** of this document.
4. In case of any ambiguity/dispute in the interpretation of any of the clauses in this tender document, Embassy's interpretation of the clauses shall be final and binding on all parties.
5. The successful bidder, on award of contract, must send the contract/ acceptance in writing within 07 days of award of contract, otherwise the contract will be awarded to the next successful bidder i.e. L-2.
6. Any deviation or deficiency concerning the quality of service provided by the agency or violation of the provisions in the contract shall be taken as violation of the contract.
7. The price quoted should be on all-inclusive basis to be paid monthly and shall include the cost of all the services including the mandatory government contributions such as social security contributions, insurance, rentals taxes, transportation etc if any. No enhancement in the rate/cost of hiring the LSG during the contract period is allowed.
8. Security guard should not be more than 50 years of age. Likewise, the Supervisor should not be more than 55 years of age. The security guard should be physically and mentally fit and should not be suffering from any apparent disability (the company should submit medical fitness certificate in respect of security guard from an authorized medical practitioner once they are successful in their bid).

Additionally, the security guard should be of good physique, alert and agile. Except for mobile phone, no personal belongings will be allowed in office premises.

9. The company is responsible for getting the past record, character and antecedents vetted by local security department and should provide these details along with proof of their own vetting to the Embassy.
10. The security guard should be reasonably qualified (at least Grade 10 or its equivalent in local terms). He should be trained in basic security duties such as handling CCTV monitoring, baggage/letter scanner, access control etc. He should be fluent in local languages and in English language.
11. Security guard should be properly uniformed and should be neat and tidy in appearance.
12. The company should also agree to allow review of pay slips/banks statements of security guards to cross-check the claim.
13. The bid will remain valid for a period of 180 days and bids should be in English language only.
14. The contract will be valid for a period 06 months from the date of acceptance by the Embassy and subject to renewal for another 06 months on same terms and conditions depending on the performance as per the satisfaction of the Embassy and of the requirement.
15. The company shall arrange for suitable reserve personnel in lieu of weekly off or leave period of the regular security guard. No separate payment shall be made for such arrangements.
16. Compliance with labour regulations/laws of the Government of Republic of Estonia will be the sole responsibility of the company. They shall comply with all the requirements of taxes, fee and other statutory payments as are required by the concerned authorities. The Embassy will have no responsibility, whatsoever, in this regard.
17. The company shall at all time follow the lawful instructions as given by the Embassy or its authorized representatives with regard to functioning of the security guards.
18. The company is prohibited from subletting/outsourcing the job to any other agency.

19. The company is liable for penalty, as deemed fit by the Embassy in case it fails to provide desired service or breaches the contract, cause loss or damage, if any, to property, life of Embassy's staff etc. due to negligence of the security guard provided by the company.
20. Medical facility/health insurance/social security/transport for the security guards will be sole responsibility of the company. The Embassy will have no responsibility, whatsoever, in this regard.
21. The service providers are hereby clearly informed that fulfilment of conditions, as mentioned in Technical bid, is mandatory and these are our critical minimum requirement and any inability to meet any or all of these would make them liable for rejection at the technical bid stage itself.
22. Security company should have sufficient security guards on its roll so that the staff is rotated periodically.
23. All quotations should have date and signature of the authorised signatory of the service provider company with stamp. All quotations must be neatly typed/computer printed. Handwritten offer will be rejected.
24. Embassy will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.
25. Bidding company should have a minimum of three years of overall experience in providing security personal and related services.
26. 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.
27. Termination of Contract: Embassy reserves the right to terminate the contract at any time by giving one month's advance notice. However, Embassy shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, what so ever that the Embassy 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. Embassy reserves the right to impose a financial penalty of equivalent to the service charges of one month, in case the latter terminates the contract without providing three months termination notice.
28. Sudden absences and replacements: In case of absence by a member of the

tenderer's staff due to sickness or other unforeseen circumstances, the tenderer shall guarantee the adherence to the pre-agreed deployment schedule by arranging a replacement provided from the reserve list, within a maximum of one hour from the starting time of the deployment. In case of non-performance or misbehaviour of whatever nature by a member of the tenderer's staff, access to the Embassy or other premises or property may be refused and depending on the circumstances, Embassy might request his/her exclusion from the deployed team. In such a case, the tenderer must arrange for a replacement provided by another candidate included in the reserve list, within a maximum of one hour from the Embassy's request. The replacement shall not oblige the Agency to pay any additional remuneration, fees or costs other than those laid down in the initial contract. The contractor shall bear all the additional costs arising out of or incidental to such replacement. Any changes of any sort shall be communicated by the tenderer to the Embassy in writing; in case of changes affecting security staff already deployed at the Agency, the tenderer shall consult with the Embassy at least five working days in advance. The successful tenderer will be required to make every possible effort to keep the turnover within the security staff deployed at the Embassy to absolute minimum. The contractor shall provide evidence of permanent availability of on call reserve list of a minimum of 2 guards. The evidence will consist of a list of security guards. Before any security guard is placed on the respective list, he or she must be trained at the Embassy premises and be ready to take on duties.

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**QUALITY PARAMETERS* FOR LOCAL SECURITY GUARDS
(LSG) TO BE PROVIDED AT CHARCERY**

The bidder is required to write 'Yes' or 'No' in the column REMARKS. In case of partial fulfilment, the bidder requires to mention which conditions cannot be fulfilled.

S. No.	Item/ Description	REMARKS
1.	LSGs should not be more than age of 50 and supervisor, wherever necessary, should not be more than 55 years of age.	
2.	LSGs should be physically and mentally fit. Service provider should submit Medical Fitness Certificate in respect of every LSG from an Authorized Hospital/Medical practitioner.	
3.	LSGs should have been vetted by local Government's security department(s) in terms of past record, character and antecedents. The Provider should provide background details of the LSGs and also proof of their vetting.	
4.	LSGs should possess training in basic security duties such as handling gadgets like Fire Extinguishers, access control, conduct anti-sabotage checks including use of X-Ray Baggage Scanner, Vehicle Scanner, Under deck Scanner, HHMD, DFMD, CCTV monitoring, letter scanners etc.	
5.	LSGs should have passed at least Grade 10 or equivalent.	
6.	LSGs should be fluent in local languages and in the English language.	
7.	LSGs should perform duties in smart uniform and their overall appearance should be neat and clean.	
8.	LSGs should be thoroughly proficient and trained in handling of arms and other security equipment they are supposed to carry/use.	
9.	Service provider should have provisions for real time check of functioning of the security guards to ensure that the quality of the provided staff and the service they render is always the benchmark. The provider should be able to provide proof of this to the Embassy.	

***These parameters are Embassy's critical minimum requirement and any inability to meet any or all of these would make the service provider liable for rejection at the technical bid stage only.**

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

(Signature of the authorized signatory) Dated _____

Name and address of the Agency/Company _____ Seal of the firm

**QUALITY PARAMETERS FOR SERVICE PROVIDER
COMPANIES**

In case of partial fulfilment, the bidder is required to mention which conditions cannot be fulfilled.

s. No.	Item/ Description	Response*
1.	Provide the list of other clients like embassies, international organizations, reputed companies, Govt offices/Ministries etc. to whom the company is serving in Estonia as well as in other countries, if any.	
2.	Submit a brief of past experience, service history and achievements of the company.	
3.	Submit evidence of registration of the company under relevant statutory regulations such as labour laws, arms licenses etc.	
4.	Any other security services other than manpower services provided to the clients should be enumerated.	
5.	Provide the information on current size of the reserve pool of guards and logistics such as response teams, patrol vehicles, security/communication equipment, control room facilities under use etc.	
6.	Attrition rate of security guards and supervisors (the average period for which a security guard remains with the company).	
7.	Provider should clearly mention whether it has its own training facilities or avail the facility of another provider or a company that only focuses on training. Also to indicate curriculum and duration of training of the security guards and the supervisors.	
8.	Industry certification obtained by the provider for its quality from the specialized security certification bodies. Also to specify service provider's relationship with local police.	
9.	Scope and limit of liability of the company in terms of compensation for its security failures in monetary terms.	
10.	Provide the information on take home pay and other allowances of the security guards. (Monthly figures in Euros).	

* Responses shall be filled in the given column and relevant documents shall be enclosed with the technical bid.

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

**(Signature of the authorized
signatory) Dated _____**

Name and address of the Agency/Company _____ Seal of the firm

FINANCIAL BID

PROFORMA TO BE FILLED UP AND SUBMITTED IN THE BID (IN ENGLISH)

1.	Name of the Bidding Agency/Company	
2.	Address of the Bidding Agency/Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

Sr. No.	Duty Point	No. of shifts with duration of each shift	LSGs in one shift	Total No. of LSGs	Unit Price (monthly)	Total Amount (in Euros)
01	<u>Embassy:</u> <u>Tornimae 5</u> Tallinn, 10145.	03	01			
	Additional Charges for supplying female security guard at the request of Embassy of India					

Total monthly amount: _____

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge. The quoted unit price (monthly) includes all mandatory contribution such as social security contribution etc. as per the extant provision of the Government of the Estonia.

(Signature of the authorized signatory) Dated _____

Name and address of the Agency/Company _____ Seal of the firm

Bid Security Declaration

To:
The Head of Chancery,
Embassy of India,
Tallinn.

Reference: (1) Tender No. _____ Dated _____
(2) Our Bid No. _____ Dated _____

Sir,

I/We, _____ irrevocably declare as under:-

I/We understand that, as per 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

Performance Guarantee (bank Guarantee Format)

To
Embassy of India,
Tallinn.

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 5% of contact 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)

Details :
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 Embassy of India, Tallinn for providing Security services at the Embassy's premises.
2. I/We or my/our partners do not have any relative working in the office of Embassy of India, Tallinn.
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 Estonian 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, Embassy 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