

**EMBASSY OF INDIA
MEXICO CITY

NOTICE INVITING TENDER

**HIRING/SUPPLY OF LOCAL SECURITY GUARDS
FOR EMBASSY OF` INDIA, MEXICO CITY FOR TWO (2) YEARS**

TENDER NO. MEX/ADM/815/1/2022

Important Schedule for tender Notice

Date of Publishing of Bids	29.03.2023
Date of Receiving of Bids (Start)	29.03.2023
Date of Clarification (Start)	29.03.2023
Date of Clarification (Ends)	12.04.2023
Bid Submission Closing Date & Time	19.04.2023 & 1400 hrs
Technical Bids Opening & Time	19.04.2023 & 1530 hrs
Financial Bids Opening & Time	Will be advised via email to technical qualified bidders

Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City, Mexico. Ph: +52-55-5531-1050.

Web: www.indiainmexico.gov.in Email: hoc.mexico@mea.gov.in

**EMBASSY OF INDIA
MEXICO CITY**

**NOTICE INVITING TENDER (NIT) FOR PROFESSIONALLY TRAINED LOCAL
SECURITY GUARDS FOR EMBASSY OF INDIA,
MEXICO CITY**

No. MEX/ADM/815/1/2017

Dated 29 March 2023

1. Introduction

- i. Tender is invited from eligible Bidders located and based in the Mexico City, Mexico, for providing Local Security Guards at (i) Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City, (ii) Embassy Residence, Juan O'donoju 120, Lomas-Virreyes, Lomas de Chapultepec IV Secc, Miguel Hidalgo 11000, Mexico City, Mexico and (iii) Gurudeve Tagaore Cultural Centre (**GTICC**), Anatole France 319, Polanco III Secc, Miguel Hidalgo, 11550 Mexico City.
- ii. Local Security Guards (LSG) for security duties at Embassy of India and Embassy Residence premises, Mexico City as per terms and conditions set forth in the Tender Document.
- iii. This NIT is being issued with no financial commitment and the Embassy of India reserves the right to change or vary any part thereof of the NIT at any stage. Embassy of India also reserves the right to withdraw the NIT, should it become necessary at any stage.
- iv. Embassy of India'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: -

- i. Bidding company should have a minimum of **five years** of overall experience in providing security guards and related services.
- ii. The company should have proven expertise in the field of security in Mexico 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.
- iii. Bidding Company must submit a copy of the security related topics covered during training schedule of the guards.
- iv. Bidding Company must include, as part of its tender, attested copies of documents mentioned at **Sl. No. 3 (a) to (f)** as testimony of qualification to perform the contract.

- v. Evidence of registration of the company under relevant Mexico statutory regulations.
- vi. Evidence of range of security services provided.
- Vii. Size of the reserve pool of security guards and logistics such as response teams, patrol vehicles/ security equipment/ control room facilities/ communication equipment under use etc.
- viii. Attrition rate of security guards and security supervisors (the average period for which a security guard remains with the company)
- ix. 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?
- x. Industry certification obtained by the company for its quality.
- xi. Scope of limit of the liability of the company.
- xii. 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
- xiii. **The Earnest Money Deposit (EMD) of MX\$ 10000.00 (Mexican Pesos Ten Thousand only) in the form of (Banker's Cheque) in favour of Head of Chancery, Embassy of India, Mexico City is required to be submitted along with tender bids. Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.**
- xiv. The successful bidder will have to submit deposit **Performance Security** in the prescribed **format (attached with this tender), which will be a sum equivalent to 3% of the accepted contract value** in favour of Head of Chancery, Embassy of India, Mexico City, payable at Mexico City in form of Banker's Cheque, within fifteen days of the acceptance of the LoA.

Note: Embassy of India, Mexico City 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 security guards provided.

- c. **Character & Antecedents Verified:** The service Provider shall provide only such Security Guards who have been vetted by concerned department of Mexican 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 security guards and also proof of vetting.
- d. **Education:** Security Guards 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 provided by the company 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 security guards to ensure that the supplied security guards 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 security guards 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.
- l. **Rotation of Staff:** Service provider shall have sufficient number of security guards on its roll so that the staff is rotated periodically. Ideally the staff shall change after every **6 (six) 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 Embassy of India and Embassy Residence shall solely be the liability of the bidding company and not that of the Embassy of India.
- n. The service provider shall be responsible for dropping and picking up (transportation) the security staff to/from the Embassy of India and Embassy Residence. No separate allowance/charges will be paid for transportation.

o. The Bidding Company is to ensure compliance of all mandatory labour laws/regulations laid down by the Government of Mexico and/or local authorities in Mexico and any other relevant Acts and regulations enforceable from time to time without any liability on Embassy of India, Mexico City or without any responsibility for statutory compliance of any kind by the Embassy of India.

4. **Scope of Work:** The scope of work of the security guards is as follows: -

a. (i) Local Security Guards are required Round-the-Clock on all working days* at the Embassy of India premises and Embassy Residence to align suitably with the Mexican Labour Laws. The details of number of hiring of Security Guards are as follows:

S.No.	Duty Point	Requirement	To be covered in how many shift	No. of LSGs in one shift	Total No. of LSGs
1	Embassy of India	Round the Clock	02 shifts each last for 12 hours	1	02
2	Embassy Residence	Round the Clock	02 shifts each last for 12 hours	1	02
3	GTICC	Round the Clock	02 shifts each last for 12 hours	1	02
Total number of LSGs					06

Please note: * The working days for Embassy of India, Embassy Residence and GTICC may differ from Mexico 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 Hand held 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 as and when required.
- 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 Embassy of India.

- I. Company will ensure to maintain proper supervision over the security guards 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 Embassy of India, Mexico City.
- k. Must possess basic qualification for training in Fire Fighting.

5. **EARNEST MONEY DEPOSIT**

- i. The Earnest Money Deposit of M\$ 10000.00 in the form of (Banker's cheque) issued by any reputed Bank drawn in favour of Head of Chancery, Embassy of India Mexico City has to be submitted along-with the bid in the prescribed format (attached with this tender). The validity of the Cheque must be up to 6 (six) months.
- ii. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government.
- iii. The bids without Earnest Money Deposit shall be summarily rejected.
- iv. No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- v. The Bid Security may be forfeited:
 - (a) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (b) In case of successful bidder, if the bidder
 - (i) fails to sign the contract in accordance with the terms of the tender document;
 - (ii) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (iii) Fails or refuses to honour his own quoted prices for the services or part thereof.

6. **SUBMISSION OF BIDS**

- I. The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Embassy of India, Musset 325, Col. Polanco, Mexico City. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' Earnest Money Deposit (EMD)

ENVELOPE 'B' superscripted "**Technical Bid – for Security Guards for Embassy of India, Mexico City**"

ENVELOPE 'C' uperscripted "**Financial Bid – for Security Guards for Embassy of India, Mexico City**"

Other enclosures as required in this tender.

The envelopes containing “A”, “B” & “C” of offers shall be duly superscribed with Name of Work and above Envelopes A, B, and C to be put in another sealed envelope superscribed as “**Tender Quotation for Embassy of India, Mexico City**”. The envelope “A” containing EMD shall be opened first. Bidders who have submitted valid EMD as mentioned shall be considered successful for opening of Technical Bids. Technical Bids (Envelope B) of successful bidders shall be opened immediately. Both EMD and Technical bid envelopes shall be opened in presence of bidders or their representatives. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Employer. Financial bid (Envelope ‘C’) shall be opened thereafter.

- ii. No Bid shall be accepted after the specified date and time. However the Competent Authority in the Embassy of India, Mexico City, reserves right to extend the date / time for submission of bids, before opening of the Technical Bid
- iii. The bids may be submitted by Hand in person or be post. The bids by “**Email**” shall **NOT** be accepted. The Embassy of India will not be responsible for any delay in receipt of bids or missing of bids while in transit/post.
- iv. The validity of the bids must be for six months with effect from the date of opening of the Bids.
- v. The sealed quotations shall be submitted to the **Head of Chancery, Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City** latest by 19 April 2022 at 1400 hrs. Tenders received after the last date and time for submission for the same, shall **NOT** be accepted under any circumstances. Applications received after the last date shall be summarily rejected and returned to addressee unopened.
- vi. The proforma for Technical Bid and Financial Bid is placed at **Annexure A** and **Annexure B** respectively.

7. **Technical Bid Evaluation**

- i. In the first stage, only the envelopes, containing the Technical Bid will be opened on the date and time as given in the tender notice at **Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City**, 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.
- ii. The Technical Bids will be examined and evaluated by the Embassy of India, Mexico City 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**

- i. 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 Embassy of India and the financial bids will be opened in their presence at **Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City** .

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

9 PERFORMANCE SECURITY

- i. The successful bidder called as 'Agency' has to deposit Performance Security in the prescribed format (attached with this tender), which will be a sum equivalent to 3% of the accepted contract value in favour of Head of Chancery, Embassy of India, Mexico City, payable at Mexico City in form of Banker cheque, within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.
- ii. The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Agency's bill has been received and examined.
- iii. If the Agency fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Mission shall be free to make other arrangements at their own risk, cost and expense.
- iv. On due performance and completion of the contract in all respects, the Performance Security will be returned to the agency without any interest on presentation of an absolute 'No Demand Certificate' from the agency and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the agency, for carrying out work stipulated in the contract.

10 VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of **TWO YEARS** (02 year), extended for one more year on same terms and conditions and same rates, subject to satisfactory services provided by the company. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Mission shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission.

11 PAYMENTS

- i. After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to agency appointed for the job on completion of this tendering process.
- ii. The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- iii. The Agency shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the

month. The Agency shall submit correct invoice in terms of services provided within 10 days of the succeeding month.

- iv. All payments shall be made in Mexican Peso by means of Cheque.
- v. The Client shall be entitled to deduct in accordance with applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Agency, and the amount so deducted shall be deemed to be a payment made to the Agency.
- vi. The payment to the Security Guard in accordance to minimum wages prescribed by the Govt of Mexico along with the statutory compliance Bonus is sole responsibility of the agency. In case of revision in minimum wages by the Govt of Mexico, the same would be absorbed by the agency. Claim for any other escalation shall not be entertained by the Mission.

12. **Additional Information**

- i. 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 Embassy of India.
- ii. 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.
- iii. The Embassy of India reserves the right to accept or reject any or all the bids without assigning any reasons thereof.
- iv. **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 guards 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.
- v. **Medical Facility.** Service provider is responsible for providing medical facilities to the security guards deployed at the Embassy of India.

13. **Termination of Contract**

The Embassy of India reserves the right to terminate the contract at any time by giving one month's advance notice. However, Embassy 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 Embassy 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.

14. **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 Embassy of India in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical.

15. 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 Embassy of India, Mexico City. The arbitration shall be in accordance with the **existing rules of the Mexico** in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

16. Point of Contact

For any tender-related inquiry/ query/ clarification. Please contact: Head of Chancery, Email: hoc.mexico@mea.gov.in

17. 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.

No. MEA/ADMN/815/1/2022

**Embassy of India
Mexico City**

**TENDER FOR SELECTING CONTRACTOR
FOR
(Hiring of Local Security Guards for Embassy of India, Mexico City)**

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: *(Name of the Project)*

Name and Address of Beneficiary: *(Name of the Mission/Post, address)*

Date:

Whereas M/s **(Name of Contractor with address)** have submitted their tender for **(Name of the Project)** at **(Name of the station)** for **(Name of the Mission/Post)**, and one of the tender conditions is for the M/s **(Name of Contractor with address)** to submit a Bank Guarantee for Earnest Money Deposit amounting to M\$ 10000.00. 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 M\$ 10000.00.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days 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.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to M\$ 10000.00.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from **(date of issue)** up to the **(date after 180 days from date of issue)** and claims under this guarantee should be submitted not later than **(date after 180 Days from date of issue)**.

5. 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.

6. This guarantee shall be governed and construed in accordance with the laws of the **(Name of the Country)** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **(Name of the Country)** Courts.

Date:

Place:

Name:

Signature:

No. Mex/Admn/815/1/2022
Embassy of India
Mexico City

TENDER FOR SELECTING Consultant
FOR
(Hiring of Local Security Guards for Embassy of India, Mexico City)

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: *(Name of the Project)*

Name and Address of Beneficiary: *(Name of the Mission/Post, address)*

Date:

Whereas M/s **(Name of Contractor with address)** have submitted their tender for **(Name of the Project)** at **(Name of the station)** for **(Name of the Mission/Post)**, and one of the tender conditions is for the M/s **(Name of Contractor with address)** to submit a Bank Guarantee for Performance Security (3% of contract value) amounting to **(To be indicated in local currency)**. 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 **(To be indicated in local currency calculated as 3% of the tendered cost)**.

2. This guarantee is valid for a period of ___ Days and upto **(date should be two months after the date of completion of work)** 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.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **(To be indicated in local currency calculated as 3% of the tendered cost)**

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from **(date of issue)** up to the **(date should be two months after the date of completion of work)** and claims under this guarantee should be submitted not later than **(from date of expiry)**.

5. 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.

6. This guarantee shall be governed and construed in accordance with the laws of the **(Name of the Country)** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **(Name of the Country)** Courts.

Date:

Place:

Name:

Signature:

TECHNICAL BID PROFORMA

1. Name of the firm:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:
5. Name of Contact Person:
6. Telephone:
7. 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 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?
 - 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)

Financial Bid Proforma

1. Name of the firm:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:
5. Name of Contact Person
6. Telephone:
7. E-mail:

Per Item Charges (in Mexican Pesos)

S. No	Particulars		Unit price (per hour/per shift/per month)	Remarks, if any
1.	i. 0700 hrs to 1900 hrs, ii. 1900 hrs. to 0700 hrs. (Round the clock two single shift lasting 12 hours at (i) the main entry of the Chancery, (ii) Embassy Residence and (iii) GTICC	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 Embassy of India may differ from Mexican 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 Embassy of India, Mexico City for providing Security services at the Embassy of India and Embassy Residence premises.
2. I/We or my/our partners do not have any relative working in Embassy of India, Mexico City.
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 Mexico 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, Embassy of India, Mexico City 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 Embassy of India/Government of India.

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

Contract Agreement

CONTRACT/AGREEMENT No. MEX/ADMN/815/1/2022

DATED.....

THIS AGREEMENT is made onbetween ... (Mission)... (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at (address of the Mission)

AND M/s..... having its registered office at..... (Hereinafter referred to as "the Agency") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESS as follows:

WHEREAS the Client invited bids through open/limited tender, vide Notice Inviting Tender dated ____ for "hiring of **Local Security Guards** required at ...(of India under Tender No. _____ dates _____

AND WHEREAS the Agency submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client.

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Agency") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the Agency on.....for a total sum of..... [BDT.....Only] for providing required by the Mission.

AND WHEREAS the Client desires that the **Local Security Guards** (as defined in the Bidding Document) be provided, performed, executed and completed by the Agency, and wishes to appoint the Agency for carrying out such services.

AND WHEREAS the Agency acknowledges that the Client shall enter into contracts with other contractors / parties for the housekeeping services of its premises in case it falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing housekeeping services in the

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing **Local Security Guards** in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Agency shall be responsible for payment of VAT/other taxes. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.

AND WHEREAS the Client and the Agency agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Acceptance (LoA) issued by the Client;
Notice to Proceed (NTP) issued by the Client;
The complete Bid, as submitted by the Agency;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
(Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of _____. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Agency

Signed on Behalf of
Embassy of India,

(Authorised Signatory)

(Authorised Signatory)