



**No. ULA/Admn/815/1/2019**  
**Embassy of India**  
**Ulaanbaatar**

**NOTICE INVITING TENDER**

**Subject: Invitation for competitive tender for Annual contract for supply of two (02) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Residential Complex, Embassy of India, Ulaanbaatar, Beijing Street-8, 7th Khoroo, Sukhbaatar District, Ulaanbaatar-14190, Mongolia.**

The President of India acting through the Embassy of India, Ulaanbaatar requests proposals in sealed envelopes from appropriately qualified and adequately experienced & reputed Security Agencies for entering into annual contract for supply of two (2) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Residential Complex, Embassy of India, Ulaanbaatar. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Head of Chancery, Embassy of India, Ulaanbaatar, telephone No.: +976-11-329522, 329524, Email : [hoc.ulaan@mea.gov.in](mailto:hoc.ulaan@mea.gov.in) on or **before 1700 hrs on 29 August 2022**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India, Ulaanbaatar at <https://www.eoi.gov.in/ulaanbaatar> under Tenders.

1. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Security Agency by the Embassy of India, Ulaanbaatar for Hiring of two (2) professionally trained Security Guards for round the clock (24x7) security duty at the Embassy of India, Ulaanbaatar (Mongolia).

1.1 Location and description of Property: Embassy of India, Beijing Street-8, Khorro # 7, Sukhbaatar District 14190, Ulaanbaatar (Mongolia)

1.2 **Scope of Work: Attached at Section IV**

1.3 **Submission:** The proposals (bids) should be submitted in two parts: (i) **Technical Bid**, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (ii) **Financial Bid**, which should be as per the format given in this tender. The last date of submission of sealed bids is 1700 hrs on 29 August 2022 in the office of Head of Chancery, Embassy of India, Ulaanbaatar. Technical bids will be opened on 1000 hrs on 30 August 2022 in the Embassy of India, Ulaanbaatar. All pages of the submission document must be signed by authorised signatory. Schedule of the bid submission would be as follows:

Bid submission (start date)	:	05.08.2022 (0900 hrs)
Pre bid meeting date	:	17.08.2022 (1100 hrs)
Bid submission (end date)	:	29.08.2022 (1700 hrs)
Bid Opening date (Technical)	:	30.08.2022 (1000 hrs)
Bid Opening date (Financial)	:	30.08.2022(1200 hrs)

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**Tender Documents**

2. Tender Contents

2.1 **Technical Bid Documents:**

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)\*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

2.2 **Financial Bid Documents:**

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)  
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Bid Securing Declaration (BSD)/Guarantee, etc. (Section-VII)\*\*/

\* Section-II - Documents about the credential of the bidder, resources, company brochures, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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**Invitation to Tender**

3. The President of India acting through the Embassy of India, Ulaanbaatar invites Lump-sum Fixed Price Tender for Annual Contract for supply of two (02) professionally trained Security Guards for round the clock (24x7) security duty at the Chancery cum Residential Complex, Embassy of India, Ulaanbaatar, Beijing Street-8, 7th Khoroo, Sukhbaatar District, Ulaanbaatar-14190, Mongolia. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

<b>Technical Bid Document:</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
<b>Financial Bid Document:</b>	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

3.1 The last date of submission of sealed bids is 1700 hrs on 29 August 2022 in the office of Head of Chancery, Embassy of India, Ulaanbaatar. Technical bids will be opened on 1000 hrs on 30 August 2022 in the Embassy. Any Tender received after this date and time will not be considered.

3.2 Technical bids will be opened on 1000 hrs on 30 August 2022 in the Embassy. Applicants may send their representative to be present during opening of bids.

3.3 The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

**3.4 Eligibility Criteria:**

3.4.1 **Permit:** The Tenderer should have valid permit/registration from a competent local authority and expertise in supplying manpower of appropriate qualification and especially professionally trained Security Guards for importing/supplying the technical equipment & appliances.

3.4.2 **Similar work:** The Tenderer must have satisfactorily completed (i) one similar

completed project/contract costing not less than MNT 34 million or (ii) two similar completed projects/contracts each costing not less than MNT 25 million or three similar completed projects/contracts each cost not less than MNT 17 million in a year. Similar projects/contracts means “The bidder should have competed a contract of supply of manpower during last 5 years”.

3.4.3 **Annual Turnover:** Average annual financial turnover should be at least MNT 12.5 million during last 3 consecutive financial years ending 2021-22. This should be duly audited by the Chartered Accountant.

3.4.4. **Profit-Loss:** The tenderer should be a profit-making company. The tenderer should not have suffered loss in more than three financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

3.5 In case, the bidder that fails to submit the above mentioned documents including documents specified in Section-II of NIT, Bid Security Declaration and Data Sheet specifying the technical specifications of the items which should not be less than the specifications provided in the tender document, it will lead to disqualification of the bid on technical grounds.

4. **Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

5. **Commencement:** Commencement of the services shall be effected within 5 days from the date of issue of Acceptance letter or signing of contract.

**Arbitration:**

6. If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

7. The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

The Arbitration will have its sittings in Embassy of India, Ulaanbaatar.

8. **Rejection:** Embassy of India, Ulaanbaatar reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

9. **Sub-contractors:** The Tenderer must submit with his offer a list of Sub-Contractors/Suppliers and Specialists names, he/she proposes to use. The Embassy of India, Ulaanbaatar reserves the right to accept or reject any pre-approved sub-Contractor/supplier

even after formal award of Contract and/or commencement of work with or without reason.

10. **Code of Integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the the procurement process. The bidders shall also have to avoid the following prohibited practices such as (I) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

11. **Conflict of interest:** The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

[Sanjeev Kumar]  
Head of Chancery  
Address: Embassy of India,  
Beijing Street-8, Khorro #7,  
Sukhbaatar District,  
Ulaanbaatar - 14190  
Email: hoc.ulaan@mea.gov.in

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**Section-I**

**INSTRUCTION TO BIDDERS**

1. The Bidding Documents comprise of:

Section-I : Instruction to bidders  
Section-II : Introduction and Credentials of Bidder  
Section -III : Terms and conditions of Contract  
Section- IV : Scope of work  
Section -V : Form of Bid  
Section-VI : Standard formats for Bid Securing Declaration(BSD)/Guarantee, etc.

2. **Cost of Tendering** – The Embassy of India will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submission of his Tender/bid.

**3. Bid Securing Declaration–**

3.1 The bidder shall submit Section-VI for the above purpose. If the bidder withdraws or modify the bids during the period of validity or, after award of contract, fails to sign the contract or to submit a performance security before the deadline defined in the request for bids document, the bidder will be suspended for a period of **one year** from being eligible to submit bids for contracts with the Government of India.

**4.Lump Sum Fixed Price Tender** - This is a **LUMPSUM FIXED PRICE TENDER** with extent of Work as indicated in scope of works.

- 4.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.
- 4.2 Bidders are required to quote Lump-sum fixed prices on “Form of Tender”. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.
- 4.3 The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be **MNT** only.

4.4 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

**5. Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

**6 Final Tender Price** - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

**7. Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with '**Annual Contract for Supply of two(2) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Residential Complex at the Embassy of India, Ulaanbaatar(Mongolia)**' which shall have following sealed envelopes inside:

**Envelope A:** Should contain the document mentioned in Section-VII and also the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "**Technical Bid**".

**Envelope B:** Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "**Financial Bid**".

8 The last date of submission of sealed bids is 1700 hrs on 29 August 2022 in the office of Head of Chancery, Embassy of India, Ulaanbaatar, telephone No.: +976-11-329522, 329524, Email : [hoc.ulaan@mea.gov.in](mailto:hoc.ulaan@mea.gov.in)

8.1 The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Ulaanbaatar to all Bidders. Tenders received after this date will not be considered.

8.2 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

**9. Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Ulaanbaatar. The Embassy may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

**10. Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Embassy may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Embassy of India, Ulaanbaatar.

**11. Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Head of Chancery, Embassy of India, Ulaanbaatar, telephone No.: +976-11-329522, 329524, Email : [hoc.ulaan@mea.gov.in](mailto:hoc.ulaan@mea.gov.in)



12. All information requested by and supplied to one bidder will be supplied to all bidders.

13. Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy as to the meaning of anything connected with the Tender Document.

**14. Disqualification of Tender** - Tenderer may be disqualified for any reason including but not limited to the following:

- If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Ulaanbaatar.
- If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.
- If there is evidence of collusion between Bidders.
- If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- If Bid price is disclosed or become known before opening of Financial Bid.

**15. Compliance with Laws and Regulations and Pricing of Schedule of Quantities** -

The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax. In case the amounts quoted include element of VAT/Customs, the break-up of the same shall be provided specifically.

**16. Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and technical specifications etc. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Ulaanbaatar.

**17. No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

**18. Payments:** Payment for services by the Contractor will be released at the end of the month on a monthly period cycle.

19. The Embassy of India, Ulaanbaatar right to waive - The Embassy reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy except that no proposal will be accepted if the Bid Securing Declaration (BSD) of the preceding statutory documents was not submitted with the tender.

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**Section-II**

• **Introduction and Credentials of Bidder**

**(To be submitted by the bidder)**

**Note:** This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

**Company profile**

1.	Name of the company	
2.	Registered address	
3.	Phone Number	
4.	Fax Number	
5.	E-mail ID	
6.	Name & Contact details of firms for which similar Security Work has been done	
7.	Details of technical capabilities including the total number of security work force under deployment with their age	
8.	Details of Registration of company	
9.	Details of character and antecedents verified	
10.	Details of training of security personnel	
11.	Knowledge of languages	
12.	Details of service conditions	

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**Section-III**

- **Terms and Conditions of Contract**
- **Quoted price shall be exclusive of VAT.** The quoted price should include lump sum charges for Labour/transportation for complete work. In case the amounts quoted include element of VAT/Customs, the break-up of the same shall be provided specifically.
- **Commencement date of work** shall be counted from the 5 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
- **Payment:** - Payment shall be released on a monthly basis cycle after each month of satisfactory services received by the Embassy of India, Ulaanbaatar.
- **Force Majeure and EoT clause:** In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.
- **Validity of the Contract:** This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, to not be later than for a period of 2 (year) year.
- **Additional Work:** Embassy of India, Ulaanbaatar shall not allow any claims for additional work or services performed by contractor unless the additional work/ service is authorized by the Embassy in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work / service authorized by the Embassy shall be compensated at a rate mutually agreed to by the parties.
- **Termination of Contract:** The Embassy may terminate this contract, by giving a written notice of minimum 30 days to the service provider being unable to perform a particular portion of the services for a period of more than seven (07) days

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**Section-IV**

**4. Scope of Work**

*Scope of work given below. The bidder is advised to understand the full scope of work .*

<b>S.No.</b>	<b>Component</b>	<b>Quantity</b>
i.	Supply of two professionally trained Security Guards (SGs) for round the clock (24x7) security duties at the Chancery cum Residential Complex, Embassy of India, Ulaanbaatar	02

**Duties of Security Guards**

- (i) Manning of the main entrance and exit of the compound and screen baggage/parcel/letter etc. using metal detector and lookout for any kind of firearms or weapons.
- (ii) Security of the perimeter and to prevent unauthorized parking in front of the Chancery and to prevent any defacing of the Chancery wall/building or disrespect to the National Flag.
- (iii) To take periodic Patrolling and surveillance for suspected activities of visitors and intruders in the premises, monitoring of CCTV, access to the Chancery, checking of rear garage and to record the details of persons permitted inside the Embassy premises. Also maintain record for any vehicle permitted.
- (iv) Keep watch over for any sabotage, damage fire and safeguard the property, men, material, machines and document systems at site.
- (v) Monitor X Ray machine if required, use of Hand Held Metal Detector, Door Frame Metal Detector and assist in regulating visitors to the premises while being polite and courteous with visitors.
- (vi) To be alert and detect unattended packages and strange objects and respond in emergency situations like fire, law and order, medical etc.
- (vii) 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.
- (viii) 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.
- (ix) Must possess basic qualification training in Fire Fighting.
- (x) Perform all security duties assigned by the Embassy of India including above but not

limited to the above duties.

**(a) The following requirement regarding Security Guards (SGs) must be met by the agency:**

- (i) No SG should be more than 45 years of age.
- (ii) SG should be physically and mentally fit.
- (iii) SG must be cleared by the local government's security department.
- (iv) Agency must provide smart uniforms to all SGs including raincoat / overcoat and all necessary clothing to withstand climate of Mongolia.
- (v) All SGs should have basic training to operate security equipment such as access control, CCTV, baggage scanners, DFMD etc.
- (vi) The agency should rotate SGs periodically (once in every 4 months, if Mission desires so)
- (vii) All SGs should also have basic knowledge on security laws.
- (viii) SGs should have basic knowledge of First Aid and Fire Fighting.
- (ix) SGs should have the ability or able to communicate or understand basic English language.

**(b) Following additional information may also be provided by the bidding agency:**

- (i) Does the agency provide security services to other diplomatic Missions or any other industrial establishment also? Supporting documents for experience and references.
- (ii) What is the reserve capacity of men and vehicles? Can it draw in more human resources to combat an emergency?
- (iii) What is the reserve capacity of men and vehicles? Can it draw in more human resources to combat an emergency?
- (iv) Does it meet the minimum wage policy of the local government and other legal, and labour obligations?
- (v) Details of training curriculum, duration of the security personnel.
- (vi) What communicative system does the Agency have? Provide details of technology and supervision mechanisms to monitor guard presence and efficiency.
- (vii) Does the agency have a 24x7 Control Room?
- (viii) If the agency licensed by the local police or statutory authority?
- (ix) What industry certificate does it have in terms of quality?

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**Section-V**

**Form of Tender**

**(To be submitted by the bidder)**

TO: Embassy of India, Ulaanbaatar (Mongolia)

We have examined tender conditions for the above-named services at the site and general conditions under which the 24 x 7 security of the premises are to be carried out. We offer to execute and complete the contract in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: MNT\_\_\_\_\_ exclusive of VAT.

If this offer is accepted, we will commence the contract as soon as is practicable and in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

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**Section-VI**

**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, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date:  
Place:

Name:  
Signature: