

Ambasáid na hÉireann Embassy of Ireland

REQUEST FOR TENDERS FOR SECURITY FOR THE EMBASSY OF IRELAND IN DAR ES SALAAM, TANZANIA

DEADLINE FOR RETURN OF TENDERS:

18th May 2023 at 18.00hrs East Africa Time

Tenderers should note that ALL communication, clarification questions and tender submissions must be made directly with the Embassy.

CONTENTS

- Section 1 Statement of Requirements
- Section 2 Qualification Criteria
- Section 3 Contract Award Criteria
- Section 4 Required Format and Content of Tenders
- Section 5 Conditions applicable to the Tender Process
- Appendix I Details of services required
- Appendix II Financial Proposal
- Appendix III Declaration of Bona Fides
- Appendix IV Personal Situation Declaration Form
- Appendix V Human Rights Declaration

SECTION 1: STATEMENT OF REQUIREMENTS

- 1.1 The Embassy of Ireland, 353 Touré Drive, requires the services of a suitably qualified and licensed security services provider to provide security services including alarm monitoring and response service at the Embassy of Ireland premises, 353 Touré Drive, Ambassador's Residence,16 Kenyatta Drive, and up to five Diplomatic residences. The Embassy directly employs a team of guards. The scope of this contract is to complement the Embassy security team, particularly to:
 - 1.1.1 Provide a female security guard on a regular basis for 12 hours day-time service at the Residence and/or Chancery to ensure the security of the residents and property, screen visitors, monitor CCTV and respond to threats.
 - 1.1.2 Provide additional female and/or male guards on a monthly, weekly, daily or hourly basis on request.
 - 1.1.3 Provide back-up service for a team of guards employed by the Embassy, including mobile patrols and response team.
 - 1.1.4 Receive alarm activations (panic; intruder; fire) and respond according to a standard protocol to be established between the contractor and the Embassy.
 - 1.1.5 Provide a monitoring system for guard patrols at the Residence and Chancery.
 - 1.1.6 Devise and deliver a programme of regular training for Embassy-employed guards.
 - 1.1.7 Provide roadside assistance for Embassy vehicles in the event of breakdown or accident.
 - 1.1.8 Provide ongoing threat assessment and advice in relation to the Residence as necessary.
 - 1.1.9 Service and maintain key security-related equipment CCTV camera, emergency response equipment, fire and smoke alarm systems, access control systems, fire extinguishers, emergency buttons.
 - 1.1.10 Provide technical advice for security-related equipment or procedures at the Official Residence or Chancery.
 - 1.1.11 Liaise with authorities where necessary.
- 1.2 A list of detailed specific requirements is attached at Appendix I. Tenderers are required to submit a service proposal setting out how they propose to meet the specific requirements as set out.
- 1.3 The security services are required at Embassy of Ireland premises, Official Residence and up to five Diplomatic residences. Adequate facilities shall be provided at both addresses for guards.
- 1.4 It is recommended that tenderers carry out site surveys/inspections in order to help them prepare their service and financial proposals. A member of the Embassy's staff will meet tenderers at pre-arranged dates/times for this purpose. To arrange a site visit appointment please send an email marked FAO Security Tender to <u>DarProcurement@dfa.ie</u>.

- 1.5 It is envisaged that the contract will run for an initial term of one year, renewable annually thereafter up to a maximum term of three years, subject always to satisfactory performance review and the Embassy's needs.
- 1.6 The Embassy estimate that the total value of this contract will be €38,136 (excluding VAT) over three years

STANDARDS REQUIRED FOR THE SERVICES

- 1.6 All services are to be provided to the prevailing national standards that apply to the service under tender.
- 1.7 Correct and accurate invoices will be submitted to the Embassy, giving a clear breakdown of services provided.
- 1.8 The Department of Foreign Affairs of Ireland does not seek to engage with economic operators whose activities are incompatible with the activities or values of the Government of Ireland as represented by the Embassy of Ireland, Dar es Salaam in line with Ireland's Foreign Policy <u>"The Global Island (2014)"</u>.

Economic operators wishing to tender for contracts with the Embassy of Ireland, Dar es Salaam are required to complete the declaration form at Appendix V as part of their submission.

- 1.9 Where there is unsatisfactory service, providers will be asked to take the necessary steps to ensure that problems are promptly rectified and do not recur. The detailed service requirements are outlined in Appendix I. The Embassy will reserve the right to withhold payment of all or part of a particular invoice in the event of non-performance of any particular service.
- 1.10 Where the Embassy is not satisfied with the performance of any particular guard, it reserves the right to demand the guard's replacement and the contractor shall be expected to facilitate the replacement without undue delay.
- 1.11 The selected contractor must be compliant with all relevant employment and health and safety legislation, must hold relevant insurance covering liability for the operation of the contract and must be tax compliant. The labour legislation in force in Tanzania will be respected, in particular with regard to holiday, medical and overtime pay to employees of the security company. In addition, the selected contractor is expected to provide the following to any of its employees assigned to the Embassy premises.
 - 1.11.1 Uniforms, boots and other necessary items of clothing will be paid for in full by the security company and not charged to the employees assigned to this contract. Given the representational function of the Chancery, all such items will also be replaced at appropriate intervals by the security company;
 - 1.11.2 All equipment as well as means of communication (including radio and mobile phones) necessary for the fulfilment of this contract will be provided by the security company and not charged to the employees assigned to this contract;
 - 1.11.3 All the training to be provided to the workers assigned to this contract, and necessary for the fulfilment of this contract, will be provided by the security company and not charged to the employees assigned to this contract;

1.11.4 All guards provided to the Embassy on request will receive a minimum take-home pay of TSh 400,000 per month after all statutory payments are deducted by the contractor.

SECTION 2: SELECTION CRITERIA

- 2.1 Tenderers will be required to demonstrate, by way of certificate from the relevant authority, that they are capable of providing (the relevant) services to the Embassy. They must therefore demonstrate that:
 - The company is an established (at least five years in the national market), experienced and duly licensed security services provider according to relevant national laws and regulations pertaining to all the services at tender;
 - The service meets all mandatory national standards;
 - Tenderers are required to complete and sign appendices II, III, IV and V as part of their tender submission;
 - The company's employees are duly licensed and qualified to carry out the said services;
 - The tenderer is compliant with all local labour legislation and, in particular, regulations regarding health and safety at work. Confirmation is sought that the labour inspectorate has not identified any breaches of these regulations and legislation.
 - The tenderer is tax compliant and must submit a tax clearance certificate
 - Insurance, in the form of a letter from their insurer or broker that appropriate levels of
 employer's liability and public liability insurance is in place. The letter from the
 insurer/broker must confirm that the policies will apply in respect of all staff and all
 services to be carried out in the course of the service, and that the cover extends to
 services carried out by the tenderer's employees.

A tenderer who fails to provide the above information may be eliminated and not proceed to evaluation stage under the stated award criteria in Section 3. A tenderer will not qualify for evaluation if it fails to complete the Declaration of Bona Fides (Appendix III), Personal Situation Declaration Form (Appendix IV) or the Human Rights Declaration at Appendix V. Any false or misleading answer to the questions in Appendix IV will disqualify the tenderer.

SECTION 3:

AWARD CRITERIA

- 3.1 Tenders will be evaluated initially to confirm that they are fully responsive and that they meet the qualification criteria set out in Section 2 above. Qualifying tenders will then be evaluated in the light of the contract award criteria. The contract will be awarded to the most economically advantageous tender having regard to the following criteria, weighted as indicated:
- 9. Award Criteria
 - Technical Criteria (70%)
 - Financial Criteria overall cost (30%)

	Award Criteria		
	Technical Award Criteria	Marks Available	Minimum Marks Required
1	Experience in the national private security sector. Factors		12.5
	that will be considered;		
	 How long the company has been established in the urban and national market and its position in the market; Demonstrated economic and financial standing. Turnover levels for the last three years should be provided; Demonstrated resources to provide the required services nationally and in Dar es Salaam (frontline/ management); Number of locations nationally and in Dar es Salaam (centres); Range of services offered by the company; Demonstrated evidence that the Tenderer has provided these services to organisations similar to the Embassy of Ireland - three examples of similar clients are required and references must be provided for each example. 		
2	Quality and viability of the proposed service. Factors that	25	12.5
	will be considered;		
	 Demonstrated evidence of any relevant national or international standards to which the Company has been certified; 		

			,
	 Demonstrated evidence of how the company 		
	remains current with urban threat assessments		
	and advises clients accordingly;		
	 Demonstrated evidence of how the service links 		
	with the Tanzanian police;		
	 Demonstrated evidence of how the central 		
	monitoring office, satellite office, mobile response		
	unit support guards and respond to alarm		
	activations;		
	 Demonstrated evidence of experience in 		
	identifying training needs and in devising and		
	delivering training for teams of guards;		
	 Demonstrated evidence of how the company 		
	ensures the broader safety and security of		
	Embassy staff and properties including road safety		
	and fire safety;		
	 Demonstrated outline of the proposed service in 		
	terms of supervisory service, response times and		
	numbers, ability to respond to requests for		
	regular guards (give details of cost including		
	monthly, weekly, daily and hourly rates and		
	guards' terms and conditions), ability to scale up		
	cover for ad hoc requests including entertainment		
	functions (occasional extra guards – give details of		
	cost including daily and hourly rates);		
	Demonstrated evidence of the client care		
	practices and procedures the company will offer.		
3	Human Resource Management	20	10
	Tenderers should provide an outline of their policies and		
	practice and their application in human resource		
	management with reference to the relevant personnel,		
	i.e. guards, supervisors, response personnel.		
	Culturations also and a define a the fall of the factor		
	Submissions should address the following for		
	consideration under this criterion;		
	Vetting of personnel		
	Training and career development		
	Equipment		
	Staff retention		
	Staff remuneration (including industry		
	benchmarking and incremental and cost of living		
	increases)		
	Health and safety		
	Wellbeing at work		

	 Inclusion and diversity, particularly gender equality and women's empowerment Family friendly policies Performance management Any other relevant information 		
4	Financial Criteria	30	
	All costs for these services must be clearly stated in the		
	Tenderers financial proposal (see Appendix II)		
	Total	100	

3.2 Tenderers must score at minimum 50% of marks allocated in each of criteria 1, 2 and 3 above. Failure to achieve the minimum marks in all criteria will result in the tenderer being eliminated from the competition.

Scoring Methodology (Award Criteria 1, 2 and 3)

Score	Meaning	Interpretation
100%	Outstanding	A very comprehensive response demonstrating extensive understanding, offering full assurance. Fully supported tender with no reservations.
90%	Excellent	An excellent response demonstrating excellent understanding, offering assurance. Strongly supported tender.
80%	Very Good	A very good response demonstrating very good understanding, offering assurance. Fully supported tender.
60%	Good	A good response demonstrating good understanding, offering assurance. Well supported tender.
50%	Satisfactory	An acceptable response demonstrating a minimum understanding, offering assurance. Satisfactorily supported tender.
Less than 50%	Unacceptable	Response demonstrates limited understanding with limited or insufficient or no detail with a risk of non-delivery.

Marks for cost will be allocated using the following formula:

Cost Score	_	Lowest Tendered Rate	_ v	Number of Marks Available
Cost Score	ore –	Tendered Rate under evaluation	- *	

3.4 The following provision will apply to any tie-break situation occurring in the evaluation process:

If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall score from the technical evaluation shall be deemed the Most Economically Advantageous Tender.

3.5 Following tender evaluation, the committee will contact the highest scoring Tenderer to confirm their status as Preferred Tenderer for the contract.

Confirmation of the status of Preferred Tenderer is not an award of contract and should not be interpreted as inferring such, nor does it confer any contractual commitment by the Embassy. Reasons why the Embassy may withdraw Preferred Tenderer status may include (but are not limited to):

- The Embassy decide not to proceed to contract;
- The Embassy is unable to conclude agreement with the supplier on the contract or any other aspect of the Tender;
- The Embassy concludes that insufficient progress has been made during discussions and/or insufficient confidence exists that the contract can be concluded in a reasonable period of time on a satisfactory basis commensurate with the project's objectives.

If Preferred Tenderer status is withdrawn from a firm, this will be confirmed in writing.

SECTION 4: REQUIRED FORMAT AND CONTENT OF TENDERS

- 4.1 Tenderers must address all the Qualification Requirements specified in Section 2 ensuring they include a signed Declaration of Bona Fides (Appendix III), a signed Personal Situation Declaration form (Appendix IV) and a signed Human Rights Declaration (Appendix V). References from current similar contracts, safety record and written confirmation from the insurer or broker that all required insurances are in place and will apply in the event that a contract is awarded by the Embassy are required.
- 4.2 Tenderers must provide a Service Proposal (no more than six A4 pages in length) setting out details of the tenderer's proposal, having regard to the specification set out in Appendix I. In preparing the service proposal, tenderers should have particular regard to the contract award criteria and the associated weightings set out in Section 3 of this RFT.
- 4.3 Tenders must include a Financial Proposal in the exact form as set out in Appendix II.
- 4.4 The financial proposal must reflect all anticipated costs and any ancillary costs that may be incurred in the provision of the services. Claims for additional or extra items arising in the course of the contract will not be entertained, unless such items were not foreseeable at time of tender (e.g. changes in relevant government regulations affecting costs).
- 4.5 Tenders must be submitted in English.
- 4.6 The tender and all associated attachments may be submitted to <u>DarProcurement@dfa.ie</u> by electronic mail by 18th May 2023 at 18.00hrs East Africa Time. The email must be titled "Tender for Security Services –[COMPANY NAME]" and must clearly indicate the tenderer contact person, address, phone number and email for any potential communication.

Tenderers are entitled to submit clarification questions. The closing date for the receipt of clarification questions is 15th May 2023 at 18.00hrs East Africa Time the Embassy's responses to queries and requests for clarification will be anonymised and distributed to all interested parties

SECTION 5: CONDITIONS APPLICABLE TO THE TENDER PROCESS

- 5.1 The Embassy undertakes to hold confidential any information provided to it on a confidential basis by individuals or others, subject to the Embassy obligations under law, including the <u>Freedom of Information Act of Ireland</u>. If for any reason, it is considered that information supplied to the Embassy should not be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this concern and to specify the reasons for the information's sensitivity. The Embassy will consult with any individual or body so supplying sensitive information before making a decision on any FOI request received. However, it should be noted that, ultimately, the decision on whether or not to release information under the FOI is a matter for the Information Commissioner and/or Courts.
- 5.2 Conflicts of interest or potential conflicts of interest, involving a tenderer must be fully disclosed to the Embassy. Any registered interest involving a tenderer and the Embassy, its officers or their relatives, must be fully disclosed in any proposal submitted, or in the event that such information is not available at the time of submission of proposals, should be communicated to the Embassy immediately upon such information becoming known to the tenderer. The terms "registered interest" and "relative" shall be interpreted as defined in Section 2 of the Irish Ethics in Public Office Act 1995. Failure to disclose an interest may disqualify a tenderer or invalidate an award of contract, if, in the view of the Embassy, the conflict is of a sufficiently serious nature to warrant it.
- 5.3 The Embassy reserves the right to terminate the tender process at any time prior to the signing of the contract. The Embassy reserves the right not to accept the lowest or any tender. No contractual relationship will arise until such time as a written contract is signed on behalf of the Embassy.
- 5.4 Information supplied by tenderers will be treated as contractually binding. However, the Embassy reserves the right to seek clarification or verification of any such information, and also to request additional information from the tenderers.
- 5.5 The Embassy will not be liable in respect of any costs incurred by tenderers in the preparation of tenders or any associated work effort.
- 5.6 Tenders must be completed in accordance with the format specified in Section 4. Incomplete tenders may be rejected.
- 5.7 The tenders will be evaluated by an evaluation team consisting of three officials in the manner explained in Section 3 above. Tenderers will be notified of the outcome of the tender evaluation process as soon as possible after its completion.
- 5.9 Please note that all information relating to this tender will be sent by email from the email address <u>DarProcurement@dfa.ie</u> to all interested parties. The Embassy will not accept

responsibility for information relayed (or not relayed) via third parties. If the Request for Tenders is in any way altered or edited, the subsequent tender may be inadmissible.

- 5.10 Queries and requests for clarification relating to the Request for Tenders and any of the requirements specified therein will be dealt with via email to <u>DarProcurement@dfa.ie</u>. All requests for clarification in respect of this document must be submitted three (3) working days before the closing date for receipt of tenders. The Embassy's responses to queries and requests for clarification will be sent by email to all interested parties.
- 5.11 Site inspections are recommended and may be carried out by appointment with Ms. Joanitha Kivagaye, Embassy of Ireland, on 4th May 2023, at 10.00am to 13.00hrs subject to public health restrictions in force in Dar es Salaam. Meeting point is Embassy of Ireland Toure drive plot 353.

Please confirm to <u>DarProcurement@dfa.ie</u> your availability by 2nd May 2023 by 11.00 am for site visits and address the email for the attention of Ms. Joanitha Kivagaye.

Appendix I

REQUIREMENTS AND SPECIFICATIONS

Summary of Services Required	Frequency
One female security guard for 12-hour day-time service at the Chancery	All times
Male and/or female security guards on a monthly or weekly basis for 12-hour day-time or night-time service at the Official Residence or Chancery	Periodic
Additional guards as needed on a daily or hourly basis to cover Embassy events, both during the day and in the evening	Periodic
Back-up service for a team of guards employed by the Embassy, including mobile patrols and response team.	All times
24/7 Alarm monitoring (panic buttons, intruder alarms, fire and smoke alarms) and response for Official Residence, Chancery and posted staff accommodation	All times
24/7 telephone & online support service	All times
System for monitoring adherence to security procedures and guard patrols at Official Residence or Chancery	Ongoing
Identification of training needs and delivery of training for Embassy- employed guards	Ongoing
Roadside assistance for Embassy vehicles in the event of breakdown or accident	As required
Monitoring of security threats and briefing Embassy staff	Ongoing
Servicing and maintenance of key security-related equipment - CCTV	Periodic
camera, emergency response equipment, fire and smoke alarm	
systems, access control systems, fire extinguishers, emergency	
buttons.	
Technical advice for security-related equipment or procedures at the Official Residence or Chancery	As required
Liaison with Tanzanian authorities	As required

1. Duties

- 1.1 All guards, supervisors and response teams employed by the Contractor will be responsible for ensuring the safety and security of the Residents, staff, visitors and property of the Residence of the Ambassador of Ireland and the Chancery of the Embassy of Ireland.
- 1.2 Detailed requirements for guards supplied under this contract are included as Appendix VI.

2. Response service needs

- a) Remote monitoring of alarms at the Official Residence and Chancery and remote panic buttons at the other diplomatic staff residences
- b) Remote monitoring of guard patrols (eg click buttons to be pressed at intervals when patrols are carried out) and follow-up where a schedule patrol has not taken place
- c) Where an alarm is raised at any diplomat's residence or the Chancery, the Embassy expects an appropriately equipped response team on site within 15 minutes

3. Supervision of Guards

- 3.1 Guards employed by the Contractor must be supervised by a supervisor that is not a guard on site at least once during each shift. The supervisor should deal with any issues of performance that present on his/her visit. A log of supervisory visits must be kept.
- 3.2 The Contractor will propose a system for monitoring regular and timely patrols by guards stationed at the Residence or Chancery.

4. Account Manager

- 4.1 The Contractor must appoint a single Account Manager who will liaise with the Embassy on a monthly basis and as required/requested by the Embassy of Ireland (or delegates).
- 4.2 The Account Manager must:

a) Handle all administrative details of the account and respond to any queries or complaints from the Embassy of Ireland (or delegates) in a timely basis;

b) Provide periodic updates regarding the security situation in Tanzania and advise the Embassy of Ireland (or delegates) of any concerns/incidents that may have an impact on the security of the Embassy and its personnel;

c) Be able to competently communicate in English;

d) Ensure that all required documentation/reports are submitted in English;

e) Ensure that all invoices provide a breakdown of services and are consistent with unit costs agreed in the contract.

e) Produce and provide Operational Reports as requested (incident reports, guard monitoring reports, logbooks, and security guard note books must be secured at the Chancery premises or Ambassador's premises when not in use).

6. Operational Reports Schedule

6.1 The following reports must be provided at the frequency indicated:

a) Before any Security Guards provided by the contractor are eligible to work under this contract:

- 1. All security vetting related information such as employee name, photograph, address, and work history;
- 2. Proof of certificates, training records, fitness and medical test results, and residency permits requested by the Embassy of Ireland (or delegates).

b) Monthly

- 1. Incident investigation records;
- 2. Performance reviews and training plans for all guards (Embassy employees and company employees);
- 3. Number of training sessions held and assessment of trainees' level of understanding;
- 4. Records of other services provided to the Embassy.

c) Annually

- 1. Incident investigation records;
- 2. Aggregated incident reports;
- 3. Performance reviews and training plans for all employees;
- 4. Records of disciplinary or administrative actions (hiring, firing, suspension etc.);
- 5. Aggregated attendance records;
- 6. Aggregated records of the transfer of proscribed items;
- 7. Number of refresher training sessions held;
- 8. Summaries of any internal audits;
- 9. Formal performance appraisal for persons employed under this contract.

Appendix II Financial Proposal

Tenderers must provide an **itemized proposal** in the prescribed format below in respect of the services to be provided for. Prices must be stated in Tanzanian Shillings and be exclusive of VAT or any other Government levies, the rate of which must be shown separately.

Service	Cost TSh (excluding VAT and any tax and levies)	Applicable VAT Rate and any other levies or taxes
Annual cost for 1 female		
security guard for 12 hours per		
day on weekdays at the		
Chancery, 353 Touré Drive,		
including available support in		
the case of an incident		
Annual cost for training and		
monitoring Embassy-employed		
guards at the Official		
Residence and Chancery		
Annual cost for alarm and		
patrol monitoring and		
response for Residence and		
Chancery		
Annual cost for alarm		
monitoring and response for		
five diplomatic staff residences		
Additional cost for 24/7		
telephone and online support		
services, including security		
briefings and updates		
Any additional costs not		
included in the above (please		
specify)		
Total Annual Cost		

Tenderers are also required to provide the following information with their Financial Proposal;

Call out Charges

	Cost Tsh (excluding VAT and any tax and levies)	VAT Rate and any other taxes
Office Hours		
Other Hours		

Monthly and Weekly rate for one full-time additional guard if required

	Cost Tsh (excluding VAT and any tax and levies)	VAT Rate and any other taxes
 Monthly rate Weekly rate *Indicate how many 12-hour shifts per week are included 		

Daily and Hourly Rate for additional guards if required

	Cost Tsh (excluding VAT and any tax and levies)	VAT Rate and any other taxes
Office Hours		
Daily rateHourly rate		
Evening shifts Daily rate Hourly rate 		
Weekend, public holidays		
Daily rateHourly rate		

Appendix III

DECLARATION OF BONA FIDES

We, the undersigned, offer to provide security services for the Embassy of Ireland at the locations specified in the Request for Tenders at the fixed costs set out in our financial proposal (Appendix II to the Request for Tenders) and subject in all respect to the Terms and Conditions of Contract (as set out in the Request for Tenders).

We confirm that all information and commitments contained in or referred to in our tender are (i) accurate and correct, and (ii) accurately reflect our actual current operational and financial capability. We confirm that we will take full responsibility as prime contractors for the satisfactory performance of any services provided by sub-contractors.

We confirm that we operate in full compliance with all relevant local labour law requirements in respect of remuneration and conditions of employment in the security services industry and that these rates have been taken into account in preparing our tender. We confirm also that our Financial Proposal takes account of the need for replacement staff to cover sickness and holiday absences.

We confirm that our tax affairs are in order and that, if awarded the contract we will be in a position to provide the Embassy with a current valid Tax Clearance Certificate.

We confirm that this tender shall remain irrevocably open for acceptance by you for a period of 12 months from the closing date for receipt of tenders and it shall remain binding upon us for that period or such other period as we may agree.

We acknowledge that no legally binding agreement exists between us unless and until our offer is accepted by you.

We understand that the Embassy is not bound to accept the lowest or indeed any tender it may receive and may abandon or terminate the tender process at any time.

Signature: _____

Printed name:		
Name of tenderer:	 	
Authorised Officer:		

Appendix IV

PERSONAL SITUATION DECLARATION FORM

Name of Tenderer:

Address:

Country:

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

(1) The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.
 Yes [] No []

(2) The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.
 Yes [] No []

(3) The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgment which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.
 Yes [] No []

(4) The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in any State in which the tenderer is located.
 Yes [] No []

(5) The Tenderer, a Director or Partner has been found guilty of fraud. Yes [] No []

(6) The Tenderer, a Director or Partner has been found guilty of money laundering. Yes [] No []

(7) The Tenderer, a Director or Partner has been found guilty of corruption.Yes [] No []

(8) The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.

Yes [] No []

(9) The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.

Yes [] No []

(10) The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.
 Yes [] No []

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

DATE:

TEL:

SIGNATURE NAME

Appendix V

HUMAN RIGHTS DECLARATION FORM

Before awarding any contract, and as part of the procurement procedure, the Department of Foreign Affairs will need to ensure that the economic operators comply with Labour, Environmental and Human Rights Laws and has the appropriate procedures in place. Written confirmation in the form of this signed declaration is required.

The Department of Foreign Affairs reserves the right, even if such confirmation is given, to investigate/audit any of the situations listed if it has reasonable grounds to doubt the contents of such confirmation. For the purpose of the declaration signed below, the term "the Tenderer" refers to the following:

Name of Tenderer/Organisation:

Registered Office Address:

Registration Number (as appropriate):

ELIGIBILITY

The Tenderer hereby declare that we agree to participate in the procurement procedure in adherence to the Tender Notice and are fully aware that any failure to comply could lead to our exclusion from the tender process and to the rejection of our bid.

The Tenderer agrees to carry out our duties to the highest professional standards, with no consideration linked to possibilities for future contracts.

The Tenderer commits to adhere to the Department's procurement principles and minimum standards throughout our commercial agreement and have procedures in place to ensure that respect for these principles and standards is upheld by your organisation.

The tenderer subscribes to universal principles of universal human and workers' rights as set out in the United Nations Universal Declaration of Human Rights and in the core Conventions of the International Labour Organisation as set out at (d) and (e) in the declaration below.

We hereby declare that the Tenderer:

(a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract and there has not been any misrepresentation in the information supplied along the process;

(b) we or persons having powers of representation, decision-making or control over them have not been convicted of an offence concerning their professional conduct by a final judgment;

(c) has never been proven guilty of any grave professional misconduct;

(d) does not make use of child labour or forced labour and/or practise discrimination, and/or disrespect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

(e) subscribes to the principles of human rights set out in the United Nations Universal Declaration of Human Rights

(f) The activities of the tenderer are compatible with the activities and values of the Government of Ireland as represented in <u>Ireland's foreign policy</u>.

We agree to hold in trust and confidence any information or documents disclosed to us, discovered by us or prepared by us during the course of the tender and agree that it shall be used only for the purposes of this process and shall not be disclosed to any third party. We understand that any unauthorized disclosure by us may render the Tenderer liable to legal action.

Signed on behalf of the Tenderer:

Name (block capitals):

Date:

Appendix VI

Detailed requirements for Security Guards provided under this contract

1. General Requirements

- 1.1 All security guards employed by the Contractor will be expected to present themselves and conduct themselves as appropriate for a diplomatic residence and embassy, including in terms of physical presentation, behaviour and professionalism.
- 1.2 All security guards employed by the Contractor must meet the following requirements:
 - a) Be at least 18 years of age and of legal working age in the jurisdiction they are employed;
 - b) Be physically fit enough to perform all duties.
 - c) Be security vetted via a background and criminal record check, as per before being deployed to the Embassy Compound;
 - d) Be fully trained before being deployed to the Mission;
 - e) Be able to competently read, write and communicate in Swahili and preferably English;
 - f) Be on site only for contractual duties and not for any other business or purposes;
 - g) Have their professional certificates in good standing and be maintained as per local regulations;
 - h) Have at least three (3) years of experience as a security guard.
 - i) The Contractor must maintain a pool of at least two (2) security guards to be used as replacements in the event of sickness, holiday/other leave, additional services, disciplinary actions, etc.
 - j) All security guards must read, familiarise themselves with, and adhere to, the specific procedures and policies relating to each post.
 - k) All security guards are to be fully trained on the use of tools and equipment used at each post.
 - The Embassy reserves the right to reasonably change assigned security guard duties at any time during this contract and issue practices, procedures and policies, related to security services, which must be observed.

2. Duties

- 2.1 An indicative list of guards' duties is provided below and will be at the discretion of the Ambassador.
 - a) Guards will control entry and exit to the premises as instructed
 - b) Conduct vehicle checks
 - c) Confirm identity of visitors
 - d) Monitor guest lists
 - e) Direct visitors during office hours
 - f) Search visitors and their bags as instructed
 - g) Manage on-site parking

- h) Maintain vigilance on the property and its environs, including monitoring CCTV footage, local alarm monitoring, liaison with patrols, liaison with police
- i) Patrol the property at set intervals
- j) Ensure doors, windows, gates etc. are locked
- k) Ensure alarms are armed and disarmed as directed
- I) Respond to incidents on the property
- m) Orient or re-direct any Irish citizens presenting in distress outside of office hours
- n) Report any imminent threats to Embassy staff as per the protocol agreed with the Embassy
- o) Respond to panic, intruder and fire alarms
- p) Ensure back-up by responding units and/or police is called when required
- q) Record and report incidents to the Ambassador and to supervisors
- r) Assist in any emergency management scenario, including in evacuation

3. Shifts and Scheduling for security guards employed by the Contractor

- 3.1 The Contractor must provide the Security Guards with a system which will permit them to register their working hours;
- 3.2 Security guards are not permitted to work more than twelve (12) hours including overtime in a 24 hour period;
- 3.3 Security guards must have a rest of at least eight (8) hours between shifts.
- 3.4 Security guards working hours should be in line with Tanzanian labour law.
- 3.5 The Embassy will prepare a Weekly Security Guard Post Schedule (WGPS) for all security guard posts and for each shift. The WGPS will show the post number and location, the name of the security guard assigned and the shift assigned in terms of hours of the day. It will include break times to allow security guards to take breaks at alternating time. On Irish national holidays and designated local holidays when the Embassy is closed, regular staffing levels will remain in effect.
- 3.6 The Contractor must notify the Embassy of Ireland, Dar es Salaam three (3) days before any change of a regular Security guard (specific individual) to a post.

4. Accountability for performance of guards employed by the Contractor

- 4.1 In the event that the Embassy of Ireland observes deficient performance, the Contractor will receive written notice within 72 hours of the observation of the breach.
- 4.2 If a regular security guard is to be replaced by the Contractor for any reason (for example, illness, vacation or turnover), as much advance notice as possible is to be provided to the Embassy of Ireland, Dar es Salaam (or delegates). In any circumstances, proper justification must be provided to the Embassy of Ireland, Dar es Salaam.
- 4.3 The Embassy of Ireland, Dar es Salaam are permitted to conduct surprise visits to posts. Any security guard found sleeping or otherwise incapable of carrying out their duties while

on duty may be removed from duty;

- 4.4 Upon reporting for duty, any security guard appearing to be impaired, under the influence of drugs, narcotics, alcohol, excessive fatigue, illness, or otherwise apparently unable to fulfil all required duties, must be replaced within one (1) hour by the Contractor. The Contractor must provide the Embassy of Ireland with a medical report clearly stating that the problem/behaviour was not caused by alcohol and/or illicit drugs consumption. Once removed, the security guard must not return until approved by the Embassy of Ireland, Dar es Salaam (or delegates).
- 4.5 Where the Embassy of Ireland, Dar es Salaam is not satisfied with the performance of a security guard for reasons other than those stated in 4.4. above, the Embassy can request that a security guard be replaced within a four (4) hour period with another fully trained individual.

5. Safety of staff employed by the Contractor

- 5.1 The Contractor must respect all health and safety legislation concerning equipment, work habits, and procedures prescribed by the authorities having jurisdiction in Tanzania. When tasks call for their use, safety goggles, gloves, protective outerwear and other personal protective equipment are the responsibility of the Contractor.
- 5.2 The Contractor must ensure that all equipment used to perform the work is of good quality and in a state of good repair. The Embassy of Ireland reserves the right to have equipment judged to be unsafe, not suitable, or defective and taken out of service. The Contractor is responsible for supplying suitable replacement equipment.

6. Security vetting of guards, supervisors and response teams employed by the Contractor

- 6.1 The Contractor must determine the suitability of personnel to provide protective services. At a minimum the Contractor must verify and confirm the applicant's full name, date and place of birth, educational qualification, and perform background checks to determine with a reasonable degree of certainty that they:
 - a) Have not been convicted of a crime;
 - b) Have not been dishonourably discharged;

c) Are in significant debt or financial difficulty;

d) Had other employment or engagement contracts terminated for documented violations; or

e) Had a history of other conduct that, according to an objectively reasonable standard, brings into question their fitness to interact with the public from a position of authority or provide protective service

f) for any personnel on a backup team expected to carry a weapon, be fully qualified to be in possession of that weapon.

- 6.2 Background checks may consist of the following:
 - a) Personal references
 - b) Supervisor and co-worker interviews
 - c) Employment records
 - d) Criminal and Civil records history
 - e) Birth and death records (vital statistics)

- f) Military service records
- g) Motor vehicle records
- h) Sexual offender indices
- i) Government and industry sanction lists
- j) Industry specific licencing records

7. Medical Fitness for Duty

- 7.1 All individuals employed under this contract must meet the Contractor's medical and fitness requirements in order to perform their duties at the Embassy.
- 7.2 The medical examination will, at a minimum, include tests for vision and hearing, tuberculosis (TB), drugs use and other elements required by local law and must be conducted by a duly qualified medical practitioner.
- 7.3 Subsequent to the medical examination, a certificate, signed by a duly qualified medical practitioner certifying that the person is medically capable of safely performing the tasks that are likely to be assigned as part of their duties, must be provided for each individual prior to the commencement of their duties and every year thereafter.

8. Uniforms and Equipment for guards, supervisors and response teams

- 8.1 All security guards must be provided with uniforms that clearly identify and distinguish them as security guards and the uniforms must have a logo and ID badges identifying the contracted company which will be pre-approved by the Embassy of Ireland, Dar es Salaam. All guards, supervisors and response teams should carry appropriate ID cards to identify them as an employee of the Contractor
- 8.2 The Embassy requires the contractor to ensure that guards are provided with appropriate communications equipment to communicate between themselves and with external support (mobile phones, VHF radios etc.). The Embassy will provide the security guards employed by the Embassy with the means to contact residents.

8.3 All uniforms and equipment used to perform the work under this contract must be preapproved by the Embassy of Ireland, Dar es Salaam. The following items (but not limited to) must be issued to each security guard:

- a) Three (3) shirts with approved badge and shoulder patch;
- b) Two (2) clips;
- c) Three (3) pairs of trousers;
- d) One (1) sweater or pullover;
- e) One (1) jacket;
- f) Two (2) pairs of black shoes;
- g) Five (5) pairs of black tube socks;
- h) One (1) raincoat;
- i) One (1) black trouser belt;
- j) Two (2) caps
- k) One (1) Whistle;
- One (1) Flashlight Tactical or "security or police" flashlight, such as a Stream light "Scorpion" flashlight or industrial "heavy duty" type, (e.g. Mag-Lite) with appropriate flashlight holder and batteries. Must be functional at all times.

- m) One (1) pair of Kevlar Search Gloves;
- n) One (1) individual pocket sized notebook with numbered pages.
- o) One (1) pair rain boots;
- p) Two (2) umbrellas;
- q) One (1) civilian clothes set;
- r) Appropriate ID card to identify resources as an employee of the Contractor
- 8.4 Uniforms and equipment must be replaced when lost, damaged, or at the discretion of the Embassy of Ireland, Dar es Salaam.