

**Embassy of India
Berlin
Tiergarten Str. 17, 10785 Berlin**

Invites bids for

Hosting of National Day reception on January 26, 2024

Important Dates:

Published Date	05.10.2023
Bid Submission Start date	06.10.2023
Bid Submission End date	03.11.2023
Technical Bid Opening date	07.11.2023
Financial Bid Opening date	08.11.2023

EMBASSY OF INDIA
Tiergarten Str. 17, 10785 Berlin
WEBSITE: www.indianembassyberlin.gov.in
EMAIL: hoc.berlin@mea.gov.in & protocol.berlin@mea.gov.in

TENDER NOTICE

NOTICE INVITING BIDS FROM REPUTED HOTEL REGISTERED IN GERMANY.

1. The Embassy of India, Berlin (hereafter referred to as Embassy/Embassy of India) will hold the National Day reception on 26 January 2024 from 1800 hrs to 2200 hrs and therefore, invites bids from hotel registered in Germany who can provide high quality service and space for the event on January 26, 2024.

2. The sealed envelopes "A" and "B" consisting of the following documents shall be duly filled in with the titles '**National Day**'.

COVER A: Technical Bid Documents should contain the following:

Bidders should demonstrate and explain their professional and practical experience of similar works undertaken in Germany for the last 3 years.

Credentials of bidding entity:

- (i) Name of the Hotel:
- (ii) Full address with contact details:
- (iii) Company Registration:
- (iv) VAT No.:
- (v) Past experience of assignments of large events in Germany, etc.:

COVER B: The financial bid should contain:

i) Rate per person with reference to Scope of Work (duly signed: Annexure-IV);

ii) Form of Tender-to be provided on the Letterhead of the Hotel and duly signed.

3. Both envelopes as indicated above should be kept in an outer cover/envelope indicating '**Quotation for National Day**'. Tender should be sent only by Registered post to **HOC, Embassy of India, Tiergarten Str. 17, 10785 Berlin** or may be handed over personally, against proper receipt, at the Embassy of India, Berlin.

Note: The financial bid that does not qualify at the technical stage will not be opened and would be handed over unopened to unsuccessful bidders.

4. The schedule of the tender process are as follows:

Published Date	05.10.2023
Bid Submission Start date	06.10.2023
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5. Bidders may contact HOC, Embassy of India, Berlin on Tel; +49 30 25795502 or send a request by email at: hoc.berlin@mea.gov.in & protocol.berlin@mea.gov.in for any clarification.

6. Any further information or clarification which the bidder may require in order to complete the Tender may be obtained from the above-mentioned officer of the Embassy of India, Berlin. All information requested by and supplied to one Tenderer will be supplied to all Tenderers.

7. The Embassy of India, Berlin reserves the right to reject any or all bids with assigning any reasons, if not found suitable.

8. Technical evaluation: Only the bidders who provide the documents as mentioned in Annexure III shall be eligible for technical evaluation. Such bidders shall be evaluated laid down below:

S.no	Category	Max. Marks
1	Requisite technical equipments available with the company	6
2	Possess hall and other necessary infrastructure to accommodate 300 guests	6
3	Years of experience in hosting high profile events	6
4	Previous experience with Embassies / Govt. Organizations/ state visits. If yes, please provide details	6
5	Whether the service personnels are fluent in English and German	6

The minimum qualifying score shall be 15.

9. Financial round:

- i. Only the bidders which qualify the Technical evaluation round, will be eligible to participate in the financial bidding round.
- ii. No change in financial bids is allowed after the last date of submission of tender documents.
- iii. After evaluation of financial bids, the L1 (lowest responsive financial bid) bidder will be awarded the contract.

10. Payment terms:

- i. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
- ii. Hotels, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period.

11. Penalty Clause: If at any future point of time it is found that the successful bidder has made a statement which is factually incorrect or if the successful bidder does not fulfil any of the contractual obligations or found to be in breach of the terms & conditions of this contract, the Embassy may take a decision to cancel the Agreement with immediate effect, and / or debar the Contractor from bidding prospectively for a period of three years or take any other action as deemed necessary.

12. FORCE MAJEURE:

- i. The Embassy may consider relaxing the penalty and delivery requirements, as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
- ii. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
- iii. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- iv. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably

considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

v. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Embassy shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy shall be entitled to consider the successful Bidder permanently unable to perform its obligations under the Contract in case the successful Bidder is unable to perform its obligations, wholly or in part, by reason of force majeure.

13. Liquidated damages and termination:

i. It would be the first and foremost responsibility of the successful Bidder to ensure that the services are being provided satisfactorily and the contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Embassy may recover a sum from the successful Bidder equivalent to a minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.

ii. In case of quality of service provided by the successful Bidder found wanting / inadequate, the competent authority may terminate the contract/ agreement after giving 15 days' notice.

iii. In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Mission in that event.

14. Closure of Contract: While making the final payment to the successful bidder, a "no claim certificate" may be taken from the successful bidder as per the format given in the Annexure 21 of Manual for Procurement of Services, 2017.

Scope of Work

Embassy of India, Berlin would be hiring a hotel with the following scope of work on January 26, 2024:-

Sl No.	Details
1	Hall for 300 Guests
2	Stage of minimum size 6 x 4 meter Full PA system with mexer, amplifier, speaker & stage monitor 6-8 mics (instrumental + vocal) Playback device for national anthem Stage lights(upto 6)
3	Cocktail tables for 300 guests
4	Drinks – Soft drinks, Water, Tea & Coffee for 300 guests
5	Three course (Veg & Non-Veg) for 300 guests including dishes, cutlery and glasses
6	Service personnel
7	Decoration in the colours of the Indian National Flag(flowers, etc.)

NOTE:-

1. The service personnel should be fluent in English and German and familiar with large events in Germany
2. In view of the extreme circumstances the Embassy may sometime request cancellation of booking at last minute. The bidder must clearly specify last-minute cancellation charges while bidding.

CERTIFICATE

This is to certify that we understood the requirement as mentioned above in the Scope of Work and condition mentioned.

**Sign and Stamp of the Hotel
Authorized Representative**

TERMS AND CONDITIONS

1. To assist evaluation and comparison of the Tender, the client may at its discretion, ask bidders for clarification of their bids. The clarification and response from the bidders shall be in writing.
2. The bidders should provide all usage rights (Nutzungsrechte) of hotel without any reservation.
3. Embassy will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
4. If the bidder is asked to competitively quote for the work, the Client is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of tender altering the quantities offered by a bidder shall supply the same at the rate quoted. Nothing extra shall be payable if any additional information or details is provided later as stated in the tender documents.
5. The quoted rates for the hiring of hotel are inclusive and complete in all respect as per the requirements of tender by Embassy of India, Berlin.
6. The finalized bid(s) would be valid only for the assignment to be executed on January 26, 2024.
7. Bidders should not have been barred/black-listed by any central government department/organisation of India (please submit a self-declaration to this effect) and /or local body including in Germany.
8. The successful bidder will be required to present plans based on the specific requirements before placing the bid for tender to Embassy of India, Berlin.
9. Embassy of India will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.
10. All Tender documents must be properly filled in and completed in all respects in accordance with the Conditions and Provision of the Tender Documents. No alternation shall be made by Bidders to the Tender Documents unless otherwise permitted.
11. The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Berlin

12. At any time prior to the date of opening of the proposals, the Embassy of India may issue an addendum in writing to all hotels or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this acknowledged and so noted in the space provided in the Tender. Unless it is in formal manner described above, any representation or explanation to the Tenderer shall not be considered valid or binding on the Embassy of India as to the meaning of anything connected with the Tender document.

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

14. Tender may be disqualified for any reason including, but not limited to the following:

I. If bidders sets forth any conditions which are unacceptable to the Embassy.

II. If any tender is submitted under a name other than the name of the hotel or firm that was issued the Tender documents.

III. If there is evidence of collusion between Bidders.

IV. If bidder sets forth any offer to conditionally discount, reduce or modify its tender.

V. If Bid price disclosed before the opening of Financial Bid.

15. The attention of bidder is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, company's tax, input tax and output tax (VAT) etc. All rates and sum of work/Tender shall be inclusive of Value Added Tax.

16. In view of extreme circumstances Embassy may sometimes request cancellation of booking at the eleventh hour. The bidder must clearly specify last-minute cancellation charges while bidding.

17. The financial bid of those who could not qualify at the technical stage will not be opened and would be handed over unopened to unsuccessful bidders.

Eligibility Criteria (Based on the Scope of work)

1. The hotel should have at least three years of experience in organising large events in Germany. This should be supported by relevant documents from concerned authorities.
2. The hotel shall be equipped with good infrastructure with latest technology like Wi-Fi and shall possess other technical equipment.
- 3 The technician shall be available during the events.
4. Experience in organising large scale events

Proforma for Technical Bid

Name of the Hotel:

S.no	Description	Remarks
1	Type and Registration of Hotel /firm (attach proof)	
2	VAT no.	
3	Requisite technical equipment available with the organisation	
4	Possess hall and other necessary infrastructure to accommodate 300 guests	
5	Years of experience in hosting high profile events	
6	Previous Experience with Embassies / Govt. Organisations/ state visits. If yes, please provide details	
7	Whether the service personnel are fluent in English and German	

NOTE:

1. No proof older than one year would be entertained.
2. The financial bid of these could not qualify at the technical stage will not be opened and would be handed over unopened to unsuccessful bidders.

Date & Place:

(Signature & Stamp)

Financial Bid Proforma

Name of the Hotel:

	Amount in Euros
Per Head cost (including VAT)	
Total cost (including VAT)	
Cancellation charge (if any)	

NOTE

1. Rates to be inclusive of all Charges (VAT, usage right (Nutzungsrechte), other services, etc.)
2. In view of the extreme circumstances the Embassy might sometime request for cancellation of booking at the eleventh hour. The bidder must clearly specify last-minute cancellation charges while bidding.

Date & Place:

(Signature & Stamp)

FORM OF TENDER

(To be submitted by the bidder in the following format)

To:

Embassy of India

Berlin

We have examined the Tender conditions. We offer services to the Embassy of India, Berlin, on 26 January 2024 from 1800 hrs to 2200 hrs in congruent with this Tender.

If this offer is accepted, we are ready to sign the contract with the same terms and conditions as stipulated in the tender documents.

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

Signature _____

In the capacity of _____

Duly authorized to sign tenders for and on behalf of

Stamp:

Address: _____

Date: _____