



**Embassy of India
Berlin**

REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR
PROVIDING CLEANING SERVICES IN THE PREMISES OF
EMBASSY OF INDIA IN BERLIN
CHANCERY COMPLEX

Date of issue: 21.12.2023

Last date of submission: 22.01.2024

DATA SHEET- Important dates	
Published date	21/12/2023
Bid submission start date	21/12/2023
Clarification (by email and phone) start date	01/01/2024
Onsite Pre-Bid meeting	08/01/2024
Clarification end date	15/01/2024
Bid submission end date	22/01/2024
Date of Bid opening	24/01/2024

1. Request for proposal (RFP):

Embassy of India, Berlin, (hereinafter referred as “Embassy”) requests proposals in sealed envelopes for selection of a company to provide cleaning services in the premises of **Embassy of India, Berlin, Chancery Complex**. The contract would initially be for a period of **One year**, extendable on year to year basis for another two years on same terms & conditions and charges subject to satisfactory services and mutual consent.

The company/ vendor shall submit its bid offer in an envelope superscripted as “Tender Quotation for Cleaning Services in the premises of Embassy of India, Berlin-Chancery Complex”.

It should also be superscripted at the bottom left corner with the Full name, Postal address, Fax, E-mail, Telephone number of the bidder.

The proposal duly completed in prescribed format as per para 5 of RFP document must reach to:

The Head of Chancery
Embassy of India
Tiergartenstrasse 17
10785
Berlin, Germany

on or before 1700 Hrs on 22/01/2024.

The sealed bid should have two envelopes inside:

Envelope A: Technical Bid include Annexure I and other documents.

Envelope B: Financial Bid including Annexure II and other documents.

The detailed RFP document along with its annexure may also downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India, Berlin at <https://www.indianembassyberlin.gov.in/>

2. Introduction:

Project Details: Providing cleaning services in the premises of **Embassy of India, Berlin, Chancery Complex** on daily basis (except weekends and holidays)

Basic eligibility criteria:

- (i) Should be registered in Berlin to provide cleaning services under relevant German law for the last 5 years.
- (ii) Should have an experience of at least 3 years in providing the cleaning services to Government/Semi-Government/reputed Corporate Clients.
- (iii) Should not have been barred or blacklisted by any organization in Berlin.

3. General Terms and Conditions:

- i. This Request for Proposal, hereafter referred to as 'RFP', is meant for only those applicants who may be eligible as per the basic eligibility criteria contained in this document. The purpose of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.
- ii. Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified.
- iii. Embassy reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
- iv. The proposal must remain valid for a period of 180 days from the date of opening of the financial bid which may be extended to a period mutually agreed upon, if required.
- v. The interested bidders can inspect/ survey the property on the date of pre-bid onsite meeting before submission of Technical and Financial Bids. Embassy can also arrange it separately on request from the bidders and convey the date and time of inspection accordingly. The request can be sent to hoc.berlin@mea.gov.in and prop.berlin@mea.gov.in
- vi. **The cleaning material, equipment and all other consumable items shall be arranged by the cleaning company. Embassy shall only pay the monthly charges quoted by the company (with VAT) and shall not provide or pay separately for such items. The tentative requirement of a few consumables (excluding cleaning materials) is placed at Annexure - VI for reference. However, the list is not exhaustive and the bidders have to ensure inclusion of all requisite items in their total monthly charges.**

- vii. **The bidders should submit the proposal keeping in view the inflation and other costs and no change/revision in prices, due to any reason, will be allowed for the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations or otherwise also, during the complete period of the contract, shall not be entertained by the Mission. There will be no mid-term escalation in the rate during the entire contract period.**
- viii. The Embassy reserves the right to accept or reject any or all the bids without assigning any reason thereof. The decision of the Embassy will be final. Bids submitted other than specifications mentioned in the tender may be rejected.
- ix. If a dispute arises out of or in connection with the contract arising from this tender, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same amicably between parties.
- x. The cleaning personnel deployed under the contractual agreement to clean premises shall abide by the policies and regulations prescribed by the Embassy of India, Berlin.

4. Scope of Work:

The scope of work includes the following:

- i) Cleaning and vacuuming of all the office rooms, stairs on all floors, lobbies, common areas, toilets, elevators, library on **daily basis** within the premises of the Chancery building of the Embassy. **At least one female cleaner required for the cleaning of women's washroom.**
- ii) **Kitchen** (only in office premises) on all floors (Ground, 1st, 2nd and 3rd floor) is to be cleaned every day. This includes the cleaning of the microwave, fridge, dishwasher, hot water kettle etc.
- iii) Dusting/Vacuuming of furniture, telephone, computer and other equipments within the premises of the Chancery building of the Embassy on a **daily basis**.
- iv) **Garbage:** Daily removal of waste materials of all the rooms and its disposal to a place outside the premises as directed by the competent authority.
- v) Cleaning of all **glass windows, frames and blinds** of the Chancery complex once in 4 months. The glass windows on the outside (common areas) are to be cleaned once in 6 months.
- vi) High pressure cleaning of all outside **stone pathways, stairs, terraces and Indian Emblem (Lion shaped)** once annually. Refilling of pathways with sand post cleaning.
- vii) During the functions, events in the Embassy, the Agency will provide additional cleaning workers along with necessary consumable items for a maximum of 30 days in a year.
- viii) To fill toilet paper, tissue paper and other items everyday (Annual Tentative requirement for Consumables excluding cleaning materials is placed at Annexure - VI)
- ix) Sweeping and mopping of **Basement parking floor** once in four months.

5. Preparation and submission of proposal:

The company should submit a brief profile of their company along with the Technical and Financial bids as per Formats given in Annexure-I and Annexure-II respectively.

The Technical and Financial bids, duly filled in and signed by the competent authority, as per Formats given in Annexure-I and Annexure-II respectively, should be submitted in separate sealed covers clearly mentioning “**Technical Bid**” and “**Financial Bid**” on the cover addressed to:

The Head of Chancery
Embassy of India
Tiergartenstrasse 17
10785
Berlin, Germany

The financial bid/ quote in Annexure-II should be all inclusive. No extra charges/ payment will be entertained by the Embassy over and above the quoted price.

6. Payment Terms:

Payment to the company shall be made on monthly basis within 10-15 working days of receipt of invoice.

7. Evaluation of Bids:

- i. A duly constituted bid evaluation committee will open and evaluate the bids in accordance with the stipulated terms and conditions and scope of work.
- ii. Financial bids of only those bidders will be opened who meet the basic eligibility criteria.
- iii. The bidder which has quoted the lowest will be awarded the contract subject to fulfilling of all terms and conditions of the tender.
- iv. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- v. The Committee may seek clarification/additional information from the firm/agency in case it is so required to evaluate the bids and help in decision- making for the purpose of selection of successful bidder.

Incomplete and conditional bids will not be accepted and summarily rejected.

8. Clarification and Amendment:

In case any prospective bidder requires any clarification with regard to the terms and conditions, a written clarification may be sought by email addressed to hoc.berlin@mea.gov.in at any time prior to 15/01/2024 at 1700 hrs (CET). The Embassy may, for any reasons, whether on its own initiative or suitability of its own requirement or in response to a clarification requested by a prospective bidder, modify the terms and conditions by making necessary amendment(s). The amendment(s) will be notified on Embassy's website and will be binding. The deadline for submission of bids may also be extended at the sole discretion of the Embassy.

9. Onsite Pre-Bid meeting:

All prospective bidders may attend the pre-bid meeting on the site on 08/01/2024 at 1100 hrs (CET) to fully understand the scope of work/specification and seek clarification, if any. Interested bidders may confirm their participation by email at project2.berlin@mea.gov.in.

10. Time period:

The contract would initially be for a period of **One year**, extendable on year to year basis for another two years on same terms & conditions and charges subject to satisfactory services and mutual consent.

11. Penalty Clause:

The company which has been awarded the work shall strictly carry out the work defined in the scope of work. Any delay, omission, diversion from the scope of work shall result in penalty with reduction of 0.2% per occasion in the monthly charges subject to a maximum of 10% of the total annual charges.

12. Bid Validity:

The bids will be valid for an initial period of 180 days from the date of bid opening and if required can be extended for a period mutually agreed upon by Embassy and the respective bidder.

13. Force Majeure:

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 are the result of Force Majeure.

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.

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.

The affected Party shall also notify the other party of any other changes in conditions 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 any 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.

If the company 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 of India, Berlin, Germany 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 cleaning company permanently unable to perform its obligations under the Contract in case the cleaning company is unable to perform its obligations, wholly or in part, by reason of force majeure.

14. Performance Security:

3% of Contract Value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of the contractual obligations of the supplier under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of signing of contract. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached at Annexure IV).

15. Earnest Money Deposit/Bid Securing Declaration–

The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee of 2% of contract value (Annexure-V) or Bid Securing Declaration (Annexure-III). The bidder shall submit either Annexure-III or Annexure-V. Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

Annexure-I

Technical Bid

S.no.	Particulars	Document/ information need to be submitted
1.	Whether company is registered in Germany as per the local laws for the last 5 years	Registration number with date of registration
2.	Whether the company has satisfactorily rendered cleaning services to at least 3 organizations during the last three (3) years.	Name of organizations with duration for which services were rendered
3.	Whether the company been blacklisted/banned from operating in Berlin by any organization.	Self declaration

Annexure-II

Financial Bid

S.No.	Particulars	In Euros
1.	Minimum No. of workers required	4
2.	No of workers quoted by bidder	
3.	Working days in a week	5 (Monday to Friday)
4.	Work shift timings	5am to 10 am
5.	Total monthly charges (incl. of material & equipment charges + wages + taxes(if any))	

**Embassy of India
Berlin**

**TENDER FOR SELECTING CONTRACTOR
FOR CLEANING SERVICES IN CHANCERY, EMBASSY OF INDIA, BERLIN**

(This may be submitted by the bidder in lieu of the document at Annexure-IV)

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:
Name:

Place:
Signature:

**TENDER FOR SELECTING CONTRACTOR
FOR CLEANING SERVICES IN CHANCERY, EMBASSY OF INDIA, BERLIN**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **Cleaning Services in Chancery, Embassy of India, Berlin**

Name and Address of Beneficiary: Embassy of India, Berlin, Tiergartenstrasse 17, 10785.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : **Cleaning Services in Chancery, Embassy of India, Berlin**, and one of the tender conditions is for the M/s (**Name of Contractor with address**)_____ to submit a Bank Guarantee for Performance Security amounting to **3% of contract value**. 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 **3% of contract value**.

2. This guarantee is valid for a period of **60 Days after the date of completion of the contract** 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 **3% of contract value**.

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 contract**) _____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 Germany and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **German** Courts.

Date:
Name:

Place:
Signature:

**TENDER FOR SELECTING CONTRACTOR
FOR CLEANING SERVICES IN CHANCERY, EMBASSY OF INDIA, BERLIN**

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: **Cleaning Services in Chancery, Embassy of India, Berlin**

Name and Address of Beneficiary: Embassy of India, Berlin, Tiergartenstrasse 17, 10785

Date:

Whereas M/s (**Name of Contractor with address**)_____ have submitted their tender for **Cleaning Services in Chancery at Embassy of India, Berlin**, 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 **2% of contract value**. 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 **2% of contract value**.

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 **2% of contract value**.

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 Germany and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the German Courts.

Date:
Name:

Place:
Signature:

**TENDER FOR SELECTING CONTRACTOR
FOR CLEANING SERVICES IN CHANCERY, EMBASSY OF INDIA, BERLIN**

Annual Tentative requirement for Consumables (excluding cleaning materials)

S.No.	Items	Quantity
1.	Toilet Paper (3 Ply)	650 Rolls
2.	Tissues (2-lg) - 150 Piece each	360
3.	Handwash	80 Litres
4.	Room Spray (270 ml)	90
5.	Utensil soaps (750 ml)	50

***The vendor has to specify in the quotation, the quality/brand of the consumables being provided.**

Draft Contract Agreement

Contract Agreement CONTRACT/AGREEMENT NO DATED.....

THIS AGREEMENT is made onbetween Embassy of India, Berlin (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 Tiergartenstrasse 17, 10785, Berlin of the One Part,

AND

M/s..... having its registered office at..... (Hereinafter referred to as "the Contractor") 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 WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender for "providing cleaning services in the premises of Embassy of India, Berlin - Chancery complex".

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills 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 Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the Contractor on.....for a total sum of.....[Euro.....Only] for providing Cleaning services required at Embassy of India, Berlin

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

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

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing cleaning services 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 Client and the Contractor agree as follows:

1. This agreement shall come into force w.e.f. (date) and will remain in force for a period for one year. The Agreement can be renewed on year to year basis for another two years, on mutually agreed terms and at the same rate and terms and conditions.

2. The contractor will provide full particulars of every worker deployed by it for providing the services and get their character and antecedents verified from the local police Authorities.
3. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the client shall have no liability on this account in any manner.
4. That the contractor shall ensure that all persons deployed at Embassy premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
5. The client shall have the right to ask for the removal from the embassy premises any personnel considered by the council to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the client.
6. That the contractor shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
7. That the contractor agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time
8. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements the client 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 solely at the discretion of the competent authority in the Embassy.
9. The payment to the workers in accordance to minimum wages prescribed by the German government along with other statutory payments is sole responsibility of the contractor. Claim for any escalation on account of minimum wages and any other statutory obligations or otherwise also, during the complete period of the contract, shall not be entertained by the client. There will be no mid-term escalation in the contract rate during the entire contract period.
10. The agreement can be terminated at any time by giving three months' written notice by either party without assigning any reasons. No claim for compensation/loss/revenues due to such decision shall be entertained.
11. The contractor shall strictly carry out the work defined in the scope of work. Any delay, omission, diversion from the scope of work shall result in penalty with reduction of 0.2% per occasion in the monthly charges subject to a maximum of 10% of the total annual charges
12. Performance security (3% of contract value) shall be provided by the contractor which shall be returned on satisfactory completion of work at the end of the contract period.
13. The cleaning material, equipment and all other consumable items shall be arranged by the contractor. Client shall only pay the monthly charges quoted by the contractor (with VAT) and shall not provide or pay separately for such

items. The tentative requirement of a few consumables (excluding cleaning materials) as enclosed. However, the list is not exhaustive and the contractor has to ensure inclusion of all requisite items in their total monthly charges.

It is certified by the contractor that they have submitted the quotation keeping in view the inflation and other costs and no change/revision in prices, due to any reason, will be allowed for the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations or otherwise also, during the complete period of the contract, shall not be entertained by the Client. There will be no mid-term escalation in the rate during the entire contract period.

14. 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 Contractor;
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.

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.

15. If a dispute arises out of or in connection with the contract arising from this tender, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same amicably between parties.

Signed on behalf of
the Contractor

(Authorised Signatory)

Signed on Behalf of
Embassy of India, Berlin

(Authorised Signatory)