

**TENDER
DOCUMENT
FOR
HIRING OF A
SECURITY GUARD**

Disclaimer

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Embassy of India, Berlin, reserves the right to withhold or withdraw the process at any stage with intimation to all who will submit quotations.

Embassy of India, Berlin, reserves the right, without any obligation or liability, to accept or reject any or all the bids at any stage of the process, to cancel or modify the process or change/modify/amend any or all provisions of this Tender, at any time, without assigning any reason whatsoever.

The aim of the tender is only to invite quotations for deployment of one Security Guard in the Embassy of India, Tiergartenstrase 17, 10785 Berlin, from 0830 hrs to 1800 hrs every day, i.e. Monday to Saturday total 57 working hours per week. The successful bidder will be hired to provide services of a Security Guard on the following terms and conditions for a period of two years w.e.f.-**10.06.2023**

(1) General Terms of Bid Submission

i. The Security Agency should bear all the costs associated with the preparation and submission of the bid. Embassy will not be liable for these costs, regardless of the conduct of outcome of the bidding process.

ii. The bids are to be submitted in English language. Bidders are to submit two bids viz Technical and Financial. The Technical and Financial bids are to be submitted in separate sealed envelopes which are to be clearly marked as “Technical Bid” and “Financial Bid”. The two envelopes should be placed in a single sealed envelope marked “**Quotation for Hiring of a Security Guard by Embassy of India, Berlin 2023-Do not Open**” and sent by registered post addressed to:

Head of Chancery
Embassy of India
Tiergartenstr. 17
Berlin, 10785
Germany

iii. **Annexure-I (Technical Bid)** duly completed in all respects and signed by the owner of the Security Agency or authorized signatory,

with supporting documents must be part of the documents submitted for Technical Bid.

iv. **Annexure-II (Financial Bid)** duly completed in all respects and signed by the owner of the Security Agency or authorized signatory, with supporting documents, must be part of the documents submitted for Financial Bid.

v. Bids may be hand delivered or sent by registered post. Bids by Fax/Email will **NOT** be accepted under any circumstances. However, applying agencies may send information about their participation in the process by sending an email to prop.berlin@mea.gov.in.

vi. The Security Agency should provide a declaration and through authenticated documentary evidence, nominate a person who is empowered to sign the tender documents and bind the agency. All pages of the tender documents except printed brochures, if any, are to be signed by the authorized signatory, prior to submission to Embassy.

vii. Any or all the offers may be accepted or rejected, in full or in part, without assigning any reason whatsoever. Embassy may, at its discretion, abandon the process of the selection any time before notification of award.

viii. The Financial Bid will be opened by the Evaluation Committee and authorised representatives of the Security Agency shall have the option of being present at the time of opening of the Financial Bid. Only one representative will be allowed to represent the Security Agency.

ix. Responses to the Tender must clearly state the time period the said bid is valid for. Any bid that is not valid for the entire period i.e. 10.06.2023 to 10.06.2025 of selection will be rejected.

x. Any Technical or Financial Bid submitted cannot be modified after the closing date 11.04.2023. However, the Security Agency may modify or withdraw its offer after submission but prior to the closing date 11.04.2023. There cannot be any extra costs associated with the same other than the cost quoted by them.

xi. The Security Agency submitting responses should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the Tender. If the responses contain any extraneous conditions put in by the Security Agencies, such bids will be disqualified and will not be considered for the selection process.

xii. The submitted bids and all supporting documentation/templates are the sole property of Embassy.

xiii. By submitting a signed bid, the Security Agency certifies that:

a) The Security Agency has arrived at the prices in its bid without agreement with any other Security Agency of the Tender for the purpose of restricting competition.

b) The prices in the bid have not been disclosed and shall not be disclosed to any other Security Agency for this Tender.

c) No attempt by the Security Agency to induce any other Security Agency to submit or not to submit a bid for restricting competition has occurred.

xiv. Embassy shall be under no obligation to accept the lowest or any other offer received in responses to this Tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Embassy will not be obliged to meet and have discussions with any Security Agency, and/or to listen to any representations.

xv. Any clarification may be sought by sending email to hoc.berlin@mea.gov.in from 20.03.2023 to 24.03.2023. A pre-bid conference may be held to clarify queries, if required, on 27.03.2023 at 1500 hrs at Embassy of India, Berlin (Tiergartenstrasse 17, 10785 Berlin).

(2) Opening of bids

i. Opening of the Financial Bids will be communicated separately to the bidders whose Technical bids are found in order. The Financial Bids of Security Agencies that do not qualify in the Technical Bid stage will not be opened.

ii. The Security Agency which have submitted their Technical and Financial Bids but are not duly represented at the time of the opening of the two bids shall forfeit their right to make any claim or challenge the tendering process at any stage thereafter.

iii. The Embassy reserves the right to accept or reject any bid without assigning any reasons thereof.

iv. At any time, prior to the deadline for submission of applications, Embassy may amend the Tender document by issuing addendum/addenda. Such addenda will be posted on the website of Embassy and shall be treated as a part of the Tender document.

Embassy may, at its discretion, extend the deadline of the submission of applications.

(3) Conditions and Requirements to be fulfilled by the Security Agency and quality parameters for the Local Security Guard for submitting Technical bid

The Security Agency submitting quotations should fulfill the requirements and furnish the information mentioned in **Annexure-I**

(4) Duties for Security Guard

1. Security Guard is to be deployed in the Embassy from 0830 hrs to 1800 hrs every day, including German holidays and Indian Holidays except Sundays.
2. The Security Guard deployed may, at times be required to perform duty beyond the specified hours, i.e. 0830 hrs. To 1800 hrs, and on Sundays, during some events, in the Embassy, for which extra payment will be made as per contract.

(5) Conduct and Responsibility of Security Guard

1. The Security Guard provided by the Agency shall work under the overall supervision of the Embassy.
2. Embassy reserves the right to terminate the services of the Agency on account of complaints received about alleged misconduct or discourteous behavior of Security Guard.

(6) Terms and Conditions for Contract

1. The successful bidder (hereafter referred to as "Contractor"), on award of contract, must send the contract/acceptance in writing,

within seven (7) days of award of contract. The contractor will have to enter into an agreement with Embassy for two years w.e.f. the date of implementation of the contract i.e. 10.06.2023. The contractor has to sign agreement within a week of acceptance of award of contract. The Embassy reserves the right to cancel the agreement at any time without assigning any reason thereof and the contractor shall have no right to contest against the said decision of the Embassy.

2. The rates once quoted and approved will be valid for a period of two years w.e.f. the date of implementation of the contract. No request for revision of rates will be entertained during this period.

3. The agreement can be terminated at any time by giving three months' written notice by the Embassy or three months' written notice by the contractor without assigning any reasons. The decision of the Embassy shall be binding on the latter. No claim for compensation/loss/revenues due to such decision shall be entertained.

4. Before issuing the work order/signing of contract with successful bidder, Embassy has the right to check/verify the credentials of the Agency. The following copies must be submitted with the bids:

(i) Company registered License,

(ii) Tax identification number

(iii) Liability Insurance papers

If the credentials/ documentation of the Service provider are not found satisfactory, the bid will be cancelled.

5. The Embassy may at any time terminate the agreement by giving written notice to the Agency, without any compensation, if the agency

becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the Embassy.

(7) Criteria for Evaluation of Bids

1. Technical Bids would be evaluated based on the details provided by the Security Agencies in **Annexure-I**
2. Financial Bids would be evaluated based on the details provided by the Security Agencies in **Annexure-II**

(8) Adherence to Local Laws

1. The Contractor should abide by and comply with all statutory requirements and provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Contract Labour Act and other Labour/Laws/Acts/Rules in force from time to time at their own cost. In case the agency or its owner is found to be violating any such statutory provision under Labour Laws or any other law, it would constitute sufficient ground for consideration of immediate termination of the contract.
2. The Contractor shall not indemnify Embassy against damages/charges for which Embassy may be held liable or pay on account of the negligence of the Agency or their Security Guard or any person under their control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof. Embassy shall not be responsible financially or otherwise for any injury to the Security Guard or person deployed by the Agency or for any loss during the course of performing the duties.

(9) Legal Jurisdiction

1. 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 the parties. If the dispute is not resolved through mutual consultations, the Courts in Delhi shall have exclusive jurisdiction. The agreement shall be governed and interpreted in accordance with the laws of India.

2. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

3. The services of any Agency which fails to comply with any of the conditions stipulated above will be liable to be terminated immediately without any notice at point of time during the currency of the contract. Incorrect claims and misrepresentation of facts shall render the Agency to be disqualified. The decision of the Embassy, as to whether terms and conditions were violated, shall be final.

(10) The important schedule and dates are asunder:

1.	Dispatch of Tender/availability on Mission's website	Mar 13, 2023
2.	Pre-bid meeting (if required)	Mar 27 , 2023
3.	Last date to submit the bids	Apr 11 , 2023
4.	Date of opening Technical bids	Apr 17 , 2023 (tentative)
4.	Opening of Financial bids (to be communicated separately to the bidders whose Technical bids are found to be in order)	Apr 18 , 2023 (tentative)
5.	Commencement of Work	10/06/2023

Address for communication

All communications related to this tender including the submission of the Proposal shall be addressed to:

Soumya Ranjan Rout
Head of Chancery
Embassy of India,
Tiergartenstr17
Berlin - 10785
Tel: 0049-30-25795502
Email: hoc.berlin@mea.gov.in

Annexure – I

QUALITY PARAMETERS FOR LOCAL SECURITY GUARDS (LSGS)

1. LSGs should not be more than 50 years of age and the supervisor, wherever necessary, should not be more than 55 years of age.
2. Should be physically and mentally fit and should not be suffering from an apparent disability. The provider should submit Medical Fitness Certificate in r/o every LSG from an authorized Medical Practitioner. Additionally, he should not be emaciated, feeble and timid in an apparent sense.
3. Should have been vetted by Local Government's security department(s) in terms of past record, character and antecedents. The provider should provide background details of the LSGs and also proof of their vetting.
4. Should possess training in basic security duties such as access control and anti-sabotage checks (of persons, baggage and vehicles) including use of basic security tools such as HHMD, DFMD, CCTV monitoring, baggage and letter scanners etc.
5. Should have attended education at least upto 10th standard or matriculation equivalent.
6. Should be proficient in the local language (so as to deal with local visitors and unruly persons or group of persons). Should be in possession of minimum, English language skills required to communicate with the Mission staff.
7. Should perform duties in smart uniform and their overall appearance should be neat and clean.
8. Should be thoroughly proficient and trained in handling of arms and other security equipments they are supposed to carry or use.

Annexure – I

QUALITY PARAMETER FOR SERVICE PROVIDER COMPANY

1. List of other clients/Embassies the Agency is serving in terms of providing LSGs in Germany and other countries.
2. Past experience, service history, achievements of the company.
3. Evidence of registration of the agency under relevant statutory regulations such as labour laws applicable in Germany (If registered under more than one law, the same be furnished).
4. Evidence of range of security services provided.
5. Size of the reserve pool of men and logistic such as response teams, patrol vehicles/security equipments/control room facilities/communication equipments under use etc.
6. Attrition rate of security guards i.e. the average period for which a security guard remains with the company.
7. Training Facilities. Does the agency has its own training facility (details thereof)? Does it avail the facility of another provider or a company that only focuses on training? What is the curriculum and duration of training of the security guards and the supervisors?
8. Industry certification obtained by the company for its quality and Agency's relationship with the local police.
9. Scope and limit of liability of the Security Agency. The compensation offered in monetary terms for its security failure by Security Agency
10. Take home pay and allowances of the security Guards.
11. The bidder shall submit a Bid Securing Declaration as at Document-I. Failure to honor the Bid Securing Declaration shall render the bidder ineligible to participate 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. If a short-listed bidder decides not to submit a bid, he undertakes to inform the awarding authority of this no later than 14 days after announcement.

12. To cover up for situation where losses can be attributed to the dis-satisfactory services of Security Agency selected, the successful bidder after signing the contract shall submit a Performance Guarantee for an amount equal to 7.5% of the contract value in the form of a Bank Guarantee in favour of the Employer within ten days that shall be valid for a period of sixty days beyond the date of the completion of all the contractual obligations on the part of the Contractor. The Performance Guarantee will be cancelled after the completion of contract.

TENDER FOR HIRING OF A SECURITY GUARD BY EMBASSY OF INDIA, BERLIN -

2023

Document-1

Bid 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 their quest 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/Stamp_____

Annexure-II

PROFORMA FOR FINANCIAL BID

(Rate per hour to be mentioned in Euro and US\$, inclusive of VAT)

Name of Agency	830 hrs.- 1800 hrs. Monday- Saturday	Night duty after 1800 hrs. (Monday- Saturday)	Day duty 0830 hrs. 1800 hrs. on Sunday,	Night duty after 1800hrs on Sunday	Day duty 0830hrs. 1800hrs. on German Holidays	Night duty after 1800 hrs. on German holidays