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 08.30 am to 06.30 pm every day, i.e. Monday to Saturday (57 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. 01.09.2020 to 31.08.2022.

The Embassy will accept quotations in a sealed cover until July 24, 2020. The sealed envelope shall be marked: "Tender for hiring of Security Guard" and addressed to:

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

**Conditions and Requirements to be fulfilled by the Security Agency**

The Security Agency submitting quotations should fulfil the requirements and furnish the information as given below:

1. The Agency should be a registered Company having continuous operations in Germany for more than 10 years, and in possession of certified registration papers.

2. The Agency should indicate number of security guards employed with it along with number of years of experience.

3. The Agency should mention its experience in the field of providing security to Embassies and names of Embassies, to whom, Security services have been provided. Preference would be given to those having experience of providing services to medium and large sized Embassies.

4. The Agency must specify experience of Security Guards in handling of sensitive, security equipment, including DFMD, HHMD, Baggage Scanner, Alarm Systems, Modern Access Control Systems, Fire drill, emergency evacuation drills, video surveillance systems, etc.

5. The quote should be inclusive of Insurance for personal injury, loss and damage of property due to the negligence of person deployed for duty,
violation of Federal Data Protection Act and loss of authorized keys, etc. The quote must be valid for a minimum of six months.

6. Documentary proof fulfilling the above requirements should be submitted with the quote

Conditions, Requirements and Duties for Security Guard:
1. The Security Guard deployed by the Agency should be a German national, preferably in the age group of 25-40 years.
2. Security Guard should be fluent in German and English language.
3. Security Guard must have experience in checking/frisking and access control duties.
4. Security Guard should be able to use computer and handle different security related software/programmes.
5. Security Guard should be able to maintain office records.
6. Security Guard should possess pleasing personality and sound health.
7. Security Guard should always be properly dressed in uniform.
8. The Security Guard is to be deployed in the Embassy from 0830 AM to 0630 PM every day, including German Holidays & Indian Holidays, except Sundays.
9. The Security Guard deployed may, at times be required to perform duty beyond the specified hours, i.e. 0830 AM- 0630 PM, and on Sunday, during some events, in the Embassy, for which extra payment will be made as per contract.

Conduct and Responsibilities of Security Guard
1. The Security Guard provided by the Agency shall work under the overall supervision of the Embassy.
2. In view of security considerations, Security clearance from the police authorities in respect of the Security Guard should be furnished. The Agency shall provide the name, address, mobile number and photocopy of ID of the Security Guard.
3. 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.

**Terms and Conditions for Contract**

1. The successful bidder (hereafter referred to as “Contractor”), will have to enter into an agreement with Embassy for two years w.e.f. the date of implementation of the contract. 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 signing 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(s). 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 contract by giving written notice to the agency, without any compensation, if the company 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.
Adherence to Local Laws

1. The Contractor(s) 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 indemnify Embassy against all other 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 demand 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.

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.

**Schedules for Submission of the Tender**

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**Address for communication**

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

Raghoo Puri  
Head of Chancery  
Embassy of India  
Tiergartenstrasse 17  
10785 Berlin  
Tel: 0049-30-25795510  
E-mail: hoc.berlin@mea.gov.in