

**Embassy of India
Athens**

**Tender for Hiring of Security Guards for the Residence of Ambassador of India
in Athens
(58 Nikiforou Lytra, Paleo Psychiko, Athens 15452)**

**Tender No: No. Ath/Adm/815/01/2024
dated 31.07.2024**

Last Date for submission of bid: 30th August, 2024.

NOTICE INVITING TENDER

Embassy of India, Athens invites sealed quotations from eligible firms for hiring of local Security Guards for the residence of Ambassador of India to the Hellenic Republic, at 58 Nikiforou Lytra, Paleo Psychiko, Athens 15452.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a separate single envelope superscribed as “Tender No. Ath/Adm/815/01/2024 Tender for Hiring of Security Guards for the Residence of Ambassador of India in Athen 58 Nikiforou Lytra, Paleo Psychiko, Athens 15452” and addressed to: **Head of Chancery, Embassy of India, Athens, No. 3 Kleanthous Street, 10674 Athens** (See **Annexure 1** for format). The Tender Document will also be available for download on the Embassy’s website – <https://www.indiaingreece.gov.in/>.

3. A reimbursable, Earnest Money Deposit (EMD) of **Euro 3150** in the form of Bank Guarantee should be drawn in favour of Embassy of India, Athens, to be submitted separately along with the envelope with the tender bids. Bids not accompanied by the EMD will not be accepted by the Embassy. The Earnest Money Deposit shall be refunded upon conclusion of the bidding process and appointment of the successful Bidder by the Embassy.

4. The Technical Bids will be opened on **2nd September, 2024 at 1100 hrs** by a Committee authorized by the Ambassador of India. The Financial Bids of those bidders whose Technical Bids are found responsive, shall be opened subsequently on **3rd September, 2024 at 1100 hrs** by the Committee authorized for this purpose.

5. Bidders may conduct pre-bid site survey (i.e. at 58 Nikiforou Lytra, Paleo Psychiko, Athens 15452) any time between August 1 to 30, 2024 with prior appointment. Requests for appointment may be made to Head of Chancery, Embassy of India, Athens at: +30 210 7215070, Mobile - +30-6936103444 or through e-mail to: hoc.athens@mea.gov.in.

6. If a Bidder qualifies in the Technical Bid but quotes Nil charges/consideration in the Financial Bid, the bid submitted shall be deemed as Technically unresponsive and will not be considered thereafter.

7. A successful Bidder will have to commit to provide a refundable Performance Security Deposit of **Euro 7800** that shall be valid for the period of the contract that shall be signed, and shall lapse upon the conclusion of the term of the contract.

8. The Embassy of India, Athens reserves the right to reject any or all of the bids or cancel the tender, without assigning any reason and the decision shall be final and binding.

Athens

31st July, 2024

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	31 July 2024
<u>Starting date of Tender Submission</u>	31 July 2024
<u>Site visit</u>	1-30 August 2024
<u>Last date of Tender Submission</u>	30 August 2024 till 1700 hrs.
<u>Opening of Technical Bids</u>	2 September 2024 at 1100 hrs.
<u>Opening of Financial bids (of only those Bidders whose Technical Bid qualifies)</u>	3 September 2024 at 1100 hrs.

1. GENERAL INSTRUCTIONS

1.1 For the purpose of the Tender Document the Embassy of India, Athens shall be referred to as “Client” and the Bidder shall be referred to as the Contractor, both terms to mean equal and the same, and to be used interchangeably.

1.2 The tender document can be downloaded from the website of <http://www.eprocure.gov.in> or Embassy of India’s website <https://www.indiaingreece.gov.in/> from 31st July, 2024 onwards.

1.3 While all efforts have been made to avoid errors in the drafting of the tender document and its annexures, the Bidder is advised to check the same carefully. No claims arising on account of any errors detected in the tender documents or annexures shall be entertained.

1.4. The Bidder shall submit the copy of the authorization letter/power of attorney as proof of authorization for signing on behalf of the Bidding company/agency at the time of submitting the Technical Bid document to the Embassy. In other words, the letter of authorization or power of attorney or any other document may be placed in the envelope of the Technical Bid as one of the supporting documents.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from conditions or stipulations specified in the bid documents or not meeting the minimum eligibility criteria or Technical Bids not accompanied by EMD of the requisite amount/format or deviation from any other requirement specified in the tender document is liable to rejection of the bid at any stage of the bidding process.

1.6 The parties to the Contract/Agreement to be signed (See **Annexure 2**) shall be the successful Bidder/Contractor (to whom the work has been awarded) and the Client i.e, Embassy of India, Athens.

1.7. For all purposes of the Contract including arbitration thereunder the address of the bidder as mentioned in the initial bid document shall be treated as final unless the Bidder notifies any change of address by a separate letter handed over personally/ courier to the Mission and duly acknowledged. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

1.8. The bidder should visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted it will be presumed that the bidder has seen and understood the complete work involved.

2. SCOPE OF WORK

2.1. The selected firm / successful bidder shall deploy, on a 24-hour basis for 7 days in the week, the services of One Unarmed Security Guard at the Residence of the Ambassador of India to the Hellenic Republic located at 58 NAnnexure 1ikiforou Lytra, Paleo Psychiko, Athens 15452.

2.2 The deployed Security Guard shall be responsible for monitoring installed security cameras and conduct regular patrols of the outside perimeter of the premises of the Residence.

2.3 The deployed Security Guard shall regularly check all entry points into the Premises including Window entry points.

2.4 The deployed Security Guard shall be responsible for monitoring entry and exit of visitors to the Residence. The responsibility of first response to the bell at the Gateway to the premises shall lie with the deployed Security Guard.

2.5 While the selected firm may decide the number of shifts required to ensure continuous deployment of One Unarmed Security Guard (i.e, on a 24 hour basis, 7 days of a week), the firm shall ensure that a proper protocol of 'handing over' and 'taking over' between the shifts of Security Guards is adhered to at all times.

2.6. The successful bidder/Contractor shall also ensure that there is constant means of communication between the deployed Security Guard and the central control room of the Contractor.

2.6. The deployed Security Guards shall be employees of the Contractor / successful bidder. The deployed Security Guards should not be more than 50 years of age and should be physically and mentally fit and should not suffer from any apparent disability.

2.7 All Security Guards deployed at the Residence shall perform their duties at the Premises, wearing the designated Uniform of the company.

2.7 The Firm shall provide background details and proof of vetting by local authorities of all Security Guards deployed at the Residence.

3. MINIMUM ELIGIBILITY CRITERIA FOR FIRMS DESIROUS OF SUBMITTING BIDS

3.1 Well established private security firms with at least 5 years of experience in providing security services to Diplomatic Missions/International Organizations/Multinational Companies and/or prominent Greek companies may apply.

3.2 Preference would be given to firms already working with other diplomatic missions / international organizations / companies, and already working in the Paleoi-Psychiko/Philothei municipal area.

3.3. Firms must provide proof of registration with the local security services, and/or regulator, and/or Government authorities as a private security service provider.

3.5 Firms should be able to show proof of the scale of existing operations of private security services being provided including, but not limited to, business turnover, number of permanent personnel, security equipment being used, control room facilities of the company, communication equipment used etc.

4. EARNEST MONEY DEPOSIT

4.1 At the time of submitting a bid the Bidder will have to provide an Earnest Money Deposit (EMD) (refunded) of **Euros 3150** through a Bank Guarantee issued by any reputed Bank, drawn in favour of Embassy of India, Athens. The Bank Guarantee will be valid till 120 days. The EMD / Bank Guarantee must be handed over along with the Envelope containing the Technical and Financial Bids. Bids without the accompanying Earnest Money Deposit will not be accepted.

4.2 No request for transfer of any previous deposit of EMD or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offers or modify the terms and conditions thereof after submission of their bids. In case the bidder fails to observe and comply with these stipulations, or backs out after quoting the rates the Earnest Money Deposit shall be forfeited.

4.4 No claim shall lie against the Client in respect of erosion of value or interest on the amount of EMD.

4.5 The EMD may be forfeited:

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In the case of a successful bidder, if the successful bidder:
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the Terms of the Tender Documents within the Time frame specified by the Client.
 - (c) Fails or refuses his own quoted prices for the services or past thereof.

5. VALIDITY OF BIDS

5.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

5.2 In case client calls the bidder for negotiations then this shall not amount to cancellation or withdrawal of original offer in the bid document which shall be binding on the Bidder.

5.3 Interested firms/service providing agencies may visit the site for visualization and better understanding of the quantum of work after fixing a prior appointment which can be requested from Head of Chancery, Embassy of India, Athens at: +30 210 7215070, Mob- +30-6936103444 or through e-mail at hoc.athens@mea.gov.in.

6. PREPARATION OF BIDS

6.1 **Language:** Bids and all accompanying documents shall be submitted in English. The Technical as well as Financial bids should be submitted in two sets-one original and one copy.

6.2 **Earnest Money Deposit:** Earnest Money Deposit of **Euro 3150** in the form of Bank Guarantee shall be submitted separately but along with the Envelope containing the Bid Documents (i.e., Technical Bid and Financial Bid).

6.3 **Technical Bid:** Technical Bid should be submitted in a Sealed Envelope superscribed "Technical Bid-companies name". The Technical Bid document should be prepared in such a manner that clearly demonstrates ability to fulfil the Scope of Work specified by the Client, as also demonstrate proof of the Bidder having satisfied the Minimum Eligibility Criteria as specified. The Technical Bid envelope should contain:

- (a) Technical Bid Submission Form duly signed and printed on Company letterhead showing response to the required Scope of Work and having met Minimum Eligibility Criteria.
- (b) All supporting documents in proof of having adhered to minimum eligibility criteria as referred above.
- (c) Contact Details of the authorized signatory of the Technical Bid.
- (d) Power of Attorney, letter or any other document clarifying status of

signatory of the Bid document.

6.4 **Financial Bid**: Bidder shall prepare the Financial Bid in format provided in this tender Document (**Annexure 3**) The Financial Bid shall be put in a separate sealed envelope superscribed as “Financial Bid- *companies name*”

7. **SUBMISSION OF BIDS**

7.1 The Bidding firms have to submit the tenders in the prescribed two bid system i.e., through a (i) Technical Bid and (ii) Financial Bid document that is put in a single envelope addressed to **Head of Chancery, Embassy of India, Athens No. 3 Kleant-hous Street, 10674 Athens**. Please note that the Technical Bid must contain documents and supporting evidence to show that the Bidder is in a position to respond to the Scope of Work and meets the Minimum Eligibility Criteria. No Bid document will be accepted after the stipulated date.

7.2 However, the Embassy of India reserves the right to extend the date and time for submission of bids before the opening of the Technical Bids.

8. **BID OPENING PROCEDURE**

8.1 The Technical Bids shall be opened at 1100 hrs. on 02/09/2024 at the **Chancery of the Embassy of India Athens, No. 3 Kleanthous Street, 10674 Athens** in the presence of bidders or their representatives and the constituted Tender Evaluation Committee (TEC).

8.2 Technical Bids can be declared as valid or invalid based on preliminary scrutiny by the Committee at the time of opening of the Technical Bid. However, the Committee may also make such a determination at a subsequent time before the opening of the Financial Bid

8.3 Absence of bidder or their representative shall not impair the legality of the opening of the Technical Bid.

8.3 While the date of the opening of Financial Bid shall be communicated to the short-listed candidates in advance, presence of the representatives of the company shall not be required.

9. CLARIFICATION ON TECHNICAL BID EVALUATION

9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder, as also the assessment of the Committee. To assist in the evaluation of a Bid the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered and will not serve as an amendment to the original Bid. The client's request for clarification and the response shall be in writing.

9.2 If a bidder does not provide clarification of its bid by the date and time set in the clients request for clarification, its bid may be rejected.

10. PERFORMANCE SECURITY (PS)

10.1 A successful bidder will be informed that its bid has been accepted through a Letter of Award to be issued by the Embassy of India (see **Annexure 4**).

10.1 The successful bidder has to deposit a Performance Security of **Euro 7800** in favour of **“Embassy of India, Athens”**, Address: **No. 3 Kleanthous Street, 10674 Athens in** the form of Bank Guarantee within fifteen days of the acceptance of the Letter of Award. Performance Security should remain valid for a period of thirty days (30 days) beyond the date of completion of all contractual obligations of the service provider.

10.2 The Performance Security will be forfeited in the event of any breach or negligence or non-observance of any terms and conditions of the contract or for unsatisfactory performance of the contract.

10.3 If the Contractor fails to provide the necessary Performance Security within fifteen days of the acceptance of the Letter of Award, such a failure shall constitute a breach of contract and the Client shall be free to make other arrangements. The Contractor will also forfeit the EMD.

10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the Contractor without any interest and upon presentation of a “No Demand Certificate” by the Contractor.

11. VALIDITY OF CONTRACT

11.1 A successful bidder/Contractor shall enter into a contract valid for TWO YEARS (02 YEARS). The contract may be extended for an additional year by mutual consent on the same terms and conditions including rates/charges etc. **(Annexure 2)**

11.2 In case of breach of contract or in the event of not fulfilling statutory requirements the Client shall have the right to terminate the contract. Any breach of contract will automatically lead to forfeiture of the Performance Security amount.

12. CONTRACT/PAYMENTS

12.1 A successful bidder shall sign a Contract agreement with the Client clearly specifying services to be delivered and payment schedule. A price schedule shall be annexed to the Articles of the Contract. **(Annexure2)**

12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.

12.3 All payments shall be made in Euro by means of bank transfers.

12.4 The Client shall be entitled to deduct, in accordance with the applicable law, Income tax, withholding tax or any other deduction (as the case may be) from payments to the Contractor and the amount so deducted shall be deemed to be payments to the Contractor under the contract agreement.

12.5 Payments to workers employed by the Contractor in accordance to minimum wage laws or other statutory requirements, is the sole responsibility of the Contractor. Revision of minimum wages by the local Government or any other change in statutory employment regulations imposed by the local Government shall not be a basis for any additional financial claims by the Contractor on the client or for a change in the agreed price schedule under the Contract.

12.6 No request for revision/increase of the approved rates during the currency of the contract will be entertained.

12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of Award of Work.

13. OTHER CONDITIONS, FORCE MAJEURE & PENALTY CLAUSE

13.1 The security guards so provided should be on the rolls of the Contractor.

13.2 The bidder must have satisfactory arrangements for training of its workers.

13.3 The bidder should submit precise profile of its key clients along with details of services provided.

13.4 The Contractor (i.e, successful bidder) would be fully responsible for all acts of omission or negligence, dishonesty, misconduct of its employees for work in the Premises. The Contractor shall indemnify the Client against an compensation/claim damage etc due to accident or injury to its employees or death due to accident or oth-

erwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation such cleaners or to any third party.

13.5 In case of any complaint, either as regards the nature of service or as regards the behaviour of security guards or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.

13.6 In the event of a serious breach of Contract the Client shall reserve its right to revoke the contract with immediate effect.

13.7 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider at Embassy Residence as stated in the eligibility criteria.

LETTER OF BID

To,

**The Head of Chancery (HoC)
Embassy of India, Athens
No. 3 Kleanthous Street,
10674 Athens**

Reference: Invitation for Bid to Tender No. Ath/Adm/815/01/2024 for Hiring of Security Guards for the Residence of Ambassador of India, at 58 Nikiforou Lytra, Paleo Psychiko, Athens 15452

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents including its Annexures issued in accordance with Instruction to Bidders.

2. We offer to execute the services in conformity with the instructions contained therein in the Bidding Documents published by the Embassy of India, Athens.

3. Our bid shall be valid for a period of 120 days from the bid submission deadline of 30th August, 2024 (30/08/2024 by 1700 hrs) and shall remain binding upon us and will be accepted at any time before the expiry of the period.

4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents for the duration of the contract.

5. We also declare that the Government of India or Government of the Hellenic Republic has not declared us ineligible or blacklisted us on charges engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of a serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Your Sincerely,
(Authorized Signatory of the Company)

(Note: Authorized person shall attach a copy of Authorization for signing on behalf of the bidding company with full name and designation)

Contract Agreement

THIS AGREEMENT is made on.....between Embassy of India, Athens hereinafter referred to as “Client” (which expression unless excluded or repugnant to the context be deemed to include successors and assigns), and whose principal place of office is at No. 3 Kleanthous Street, 10674 Athens,

AND

M/s.....having registered office at....., hereinafter referred to as “the Contractor” (which expression unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) on the other part, for providing services of one -Security Guard on a 24 hour basis for 7 days in a week to the Client

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Tender No. Ath/Adm/815/01/2024 dated 31/07/2024 for Hiring of Security Guards for the Residence of Ambassador of India in Athens at 58 Nikiforou Lytra, Paleo Psychiko, Athens 15452

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils 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 negotiations of contract prices, awarded the Letter of Award No.....to the Contractor on.....for a total sum of.....per month/quarter/semester for providing for providing services of one Security Guard on 24 hour basis for 7 days in a week to the Client at 58 Nikiforou Lytra, Paleo Psychiko, Athens 15452.

AND WHEREAS the Client desires that the 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 at the monthly/quarterly charges of.....inclusive of all taxes for an initial period of two years from.....to....., extendable for a further period of one year by mutual consent at the same rates and terms and conditions.

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other parties for provision of Security services of the said premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

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 stipulated in the Tender Documents for providing the desired security services in the Client's said premises, failing which the Contract is liable to be terminated at any time without assigning any reasons by the Client

AND WHEREAS the Contractor shall be responsible for payment of service/value added taxes due on this transaction

AND WHEREAS the Client and the Contractor agree as follows

In this Agreement capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement

- The Letter of Award issued by the Client
- Letter of Acceptance by the Contractor
- The complete Bid, as submitted by the Contractor
- The Tender Document No. **Tender No. Ath/Adm/815/01/2024 dated 31st July 2024.**
- All other documents forming part of this Contract Agreement (ie, Performance Bank Guarantee, Bank Guarantee for EMD)
- Payment schedule as annexed to this Contract Agreement
- Scope of Work as annexed to this Contract Agreement

There shall be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages or any other statutory obligation on the company, or otherwise also, during the entire period of contract shall not be entertained by the Embassy of India, Athens.

The payment to the workers employed by the Contractor shall be in accordance to minimum wage and other statutory obligations prescribed by the Government of the Hellenic Republic from time to time, along with any other statutory payments, is the sole responsibility of the Contractor.

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 the present Contract Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of the Hellenic Republic on the dd/mm/yyyy .indicated above in Athens.

Signed on behalf of the Contractor (Authorized Signatory)	Signed on Behalf of the Embassy of India, Athens Head of Chancery.
--	--

Format for Submitting the "Financial Bid"*(To be submitted in a separate sealed cover superscribed Financial Bid-company's name)***Tender No. Ath/Adm/815/01/2024**

To,

Embassy of India, Athens No. 3 Kleanthous Street, 10674 Athens**FINANCIAL BID**

1.	Name of the Bidding firm/company with company registration number and tax number.	
2.	Registered Address of the Bidding firm/company	
3.	Branch Offices (with address and contact), if any	
4.	Average Annual turnover of the company in the last 5 years	
5.	Total number of permanent employees of the company	
6.	Contact person and contact details of the designated representative of the Bidding firm/company	
7.	Nationality of staff to be deployed in the Indian Embassy premises.	

2. Break up of total costs:

Number of shifts to ensure deployment of one unarmed security guard on 24 hour rotation, 7 days a week.	
Wages of Security Guard (Monthly) or	
Any other monthly charges in respect of deployed Security Guards/equipment etc	
Taxes (if applicable)	
Total Amount (monthly) inclusive of taxes	

3. Payment Schedule during the contract period.

The bidder may clearly specify schedule of payment during the period of the Contract. This may include the options of (i) equal monthly or (ii) equal quarterly payments. In certain cases payment on the basis of six monthly schedule may be negotiated by the Client if found feasible.	
--	--

4. Total monthly/quarterly payments (inclusive of taxes/exclusive of taxes) for security services for the period under contract.....

Yours, faithfully,**(Signature of Authorized Signatory)****Name & Designation:****Company Seal:**

Letter of Award

Tender No. Ath./Adm/815/01/2024

To: *Name of Successful Bidder*

This is to notify that your bid dated.....for the for Hiring of Security Guards for the Residence of Ambassador of India in Athens at 58 Nikiforou Lytra, Paleo Psychiko, Athens 15452 for the Contract Price of.....per month/quarter as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by Embassy of India, Athens.

You are requested to proceed with the execution of the services on the basis of this Letter of Award which shall constitute the formation of a contract, with shall become binding upon you signing the Contract Agreement within seven days (7 days) and furnishing a Performance Security deposit within fifteen days (15 days).

We attach the Contract Agreement for your perusal and signature.

Head of Chancery

Embassy of India, Athens

Date

Athens.