



**Tender for Annual Maintenance Contract
for Cleaning Services at Embassy of India, Baku.**

**TENDER No.: BKU/867/01/2022
Dated: 19.09.2024**

Last date for submission of bid: 10.10.2024

**Embassy of India, 6A, Olimpia Street,
Ganjlik, Narimanov District, 1072,
Baku, Azerbaijan**

File No. BKU/867/01/2022
Embassy of India
Baku

NOTICE INVITING TENDER

Embassy of India, Baku invites Tenders, under two bid system, from registered and authorized firms / agencies for providing cleaning services at its premises, located at **6A, Olimpia Street, Ganjlik, Narimanov District, 1072, Baku, Azerbaijan** as per details given in the tender documents.

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. BKU/867/01/2022 for AMC for Cleaning services at Embassy of India, Baku" and addressed to "**Head of Chancery, Embassy of India, 6A, Olimpia Street, Ganjlik, Narimanov District, 1072, Baku, Azerbaijan**". Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose Housekeeping/Cleaning services under any circumstances.

3. The Earnest Money Deposit (EMD) of 2% of annual contract value, in the form of confirmation of cash deposit in the bank account of Embassy of India, is required to be submitted along with tender bids.

4. The Technical Bids will be opened on 11.10.2024 by a Committee authorized by the Competent Authority of the Embassy of India, Baku. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted from 19.09.2024 to 09.10.2024, with prior appointment, to assess the job requirement / quantum of work involved. For any queries, please write to admin.baku@mea.gov.in

5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Mission/ Post shall be final and binding.

LETTER OF BID

Dated: _____

**The Head of Chancery,
Embassy of India,
6A, Olimpia Street, Ganjlik,
Narimanov District, 1072, Baku, Azerbaijan**

Ref: Invitation for Bid No. BKU/867/01/2024 dated 19.09.2024

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

2. We offer to execute in conformity with the Bidding Documents for AMC for Housekeeping/Cleaning services at Embassy of India, 6A, Olimpia Street, Ganjlik, Narimanov District, 1072, Baku.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe 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.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of 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.

Yours sincerely,

Authorized Signatory
(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)
Full Name and Designation
(To be printed on Bidder's letterhead)

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	19 September 2024
Starting date of Tender submission	19 September 2024
Last date for Site visit	09 October 2024
Pre-bid meeting	19 September 2024
Last date of Tender Submission	10 October 2024
Opening of Technical Bids	11 October 2024 at 1100 hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	11 October 2024 at 1500 hrs

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the Embassy of India, Baku shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites: <http://www.eprocure.gov.in> and <https://www.indianembassybaku.gov.in> from 19.09.2024 onwards. The last date of submission of bids is 10.10.2024
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, {Embassy of India, Baku}.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the Embassy of India, Baku. 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 bidders are required to 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. Vacuuming of carpets, dusting and polishing of furniture, cleaning of kitchen appliances, cleaning of wooden floors and other hard floors, cleaning of bath tubs shower stalls, toilets, sinks and all sink fixtures, removal of trash from all the trash containers and putting them into the outdoor dumpster.
- 2.2. The cleaning material will be provided by the client.

3. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process:-

- (i)The Bidder shall have experience in cleaning services for Embassies / Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies.
- ii)The bidders shall have to provide all documentary proof in support of the above eligible criteria in the form of attested copies of certificates issued by the respective authority, Experience certificates for completed work / ongoing work issued by previous clients.

4. EARNEST MONEY DEPOSIT

- 4.1 The Earnest Money Deposit (EMD) of 2% of annual contract value, in the form of confirmation of cash deposit in the bank account of Embassy of India, Baku, has to be submitted along with the bid. The details of Embassy's bank accounts are as follows:

US Dollar account

Account Name: HINDISTAN SAFIRLIYI
Account No.: AZ26IBAZ39020018409206090206
VOEN: 9900074581

AZN account

Account Name: HINDISTAN SAFIRLIYI
Account No.:
AZ05IBAZ39010019449206090206
VOEN: 9900074581

- 4.2 No request for transfer of any previous deposit of Earnest Money Deposit 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 offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid

security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Embassy of India, Baku.

- 4.4 The bids without Earnest Money Deposit will be summarily rejected.
- 4.5 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- 4.6 The bid security 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 case of successful bidder, if the 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 Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

5. **VALIDITY OF BIDS**

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 5.4 **PRE-BID MEETING/SITE VISIT:** Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during 19.09.2024 to 09.10.2024 after fixing a prior appointment. A pre-bid meeting will take place on 19.09.2024. The site address is 6A, Olimpia Street, Narimanov district, Baku. The bidders may also submit their queries by email on the admin.baku@mea.gov.in which will also be discussed in the pre-bid meeting.

6 **PREPARATION OF BIDS**

- 6.1 **Language:** Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.
- 6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the**

Technical Bid shall be put in a separate sealed envelope superscribed as “Envelope A – Technical Bid”. Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped.
- c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

6.3 **Earnest Money Deposit:** The Earnest Money Deposit (EMD) of 2% of annual contract value, in the form of confirmation of cash deposit in the bank account of Embassy of India, is to be submitted separately in a sealed envelope superscribed as “**Envelope B – Earnest Money Deposit**”.

6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as “**Envelope C- Financial Bid**”.

7. **SUBMISSION OF BIDS**

7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to {Address of Mission/ Post}. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A'	Technical bid
ENVELOPE 'B'	EMD (Demand Draft / Pay Order)
ENVELOPE 'C'	Financial Bid

7.2 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Embassy of India, Baku reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids.

8. **BID OPENING PROCEDURE**

8.1 The Technical Bids (Envelope A) shall be opened in the office of Head of Chancery, Embassy of India, Baku on 11 October 2024 at 1100 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy of India, Baku. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy of India. The Financial bids (Envelope 'C') will be opened on 11 October 2024 at 1500 hrs.

8.2 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.

- 8.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 8.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.7 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, 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. The client's request for clarification and the response shall be in writing.
- 9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

10. PERFORMANCE SECURITY (PS):

- 10.1 **The successful bidder has to deposit Performance Security which will be 3% of annual contract value, in the form of confirmation of cash deposit in the bank account of Embassy of India** within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 10.2 The Performance Security will be forfeited by order of the Competent Authority in Mission/ Post in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client

sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Contractor's bill has been received and examined.

- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Client shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. 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 for blacklisting etc. solely at the discretion of the competent authority in Mission.

12. PAYMENTS

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.
- 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 US Dollar by means of cheques/ bank transfer.
- 12.4 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- 12.5 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.

- 12.6 No request for revision/ increase of 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 workers so provided should be on the roll of the Company.
- 13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 13.3 The bidder should submit precise profile of its key clients alongwith details of services provided.
- 13.4 If any cleaner is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.
- 13.5 In case the Service Provider fails in adhering to the daily cleaning requirements at Mission's/ Post's premises, and Client has to make alternative arrangements for daily cleaning, then Service Provider would reimburse the cost of such arrangements.
- 13.6 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's/ Post's premises. Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such cleaners or to any third party.
- 13.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of cleaners on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.
- 13.8 Client reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Client in this regard shall be final and binding on all.
- 13.9 Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 13.10 Client may, by written notice sent to Housekeeping agency, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- 13.11 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.
- 13.12 Any wrong or misleading information will lead to disqualification.
- 13.13 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The SP will arrange at his own cost additional machinery/ equipment and resources if required by the Client for the purpose.
- 13.14 Client reserves the right to remove any person found unfit.
- 13.15 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's/Post's premises as stated in the eligibility criteria.

Annexure -1

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as “Envelope C – Financial Bid”)

BID No. BKU/867/01/2024

Date:.....

To,
The HOC
Embassy of India,
6A, Olimpia Street, Ganjlik,
Narimanov District, 1072, Baku, Azerbaijan

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1.	Name of the Bidding Agency/ Company	
2.	Address of the Bidding Agency/ Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

No. of cleaners	
Wages of cleaners (monthly)	
Total Wages	
Cleaning material charges (if applicable)	
Taxes (if applicable)	
{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (inclusive/ exclusive of taxes)	

Total monthly charges for cleaning services: _____ (incl./ excl. taxes)

Yours faithfully,

(Signature of Authorized Signatory)

Name: Designation:

Company seal:

{* While deciding the required number of cleaners, Mission/ Post should always strive to ensure economy and efficiency. Mission/ Post will have to provide proper justification if it intends to procure increased number of cleaners, compared to earlier-approved contract.}

Annexure-2

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting _____ documents)

- 1.
- 2.
- 3.
- 4.