



**Embassy of India**  
**Moscow**

**TENDER NOTICE No. MOS/CHA/551/14/2018 Dated 18.12.2019**

**NOTICE INVITING TENDER FOR HIRING OF CARS/ VEHICLES**  
**BY THE EMBASSY OF INDIA, MOSCOW**

**TABLE OF CONTENTS**

Section	Content	Page No.
Section 1	Notice Inviting E-Tender	2
Section 2	Affidavit	3
Section 3	Introduction , Scope of work	4
Section 4	Minimum Eligibility Criteria	5
Section 5	Validity of Contract & Payment terms	6-8
Section 6	Force Majeure & Penalty Clause	9-10
Section 7	Instruction to submission online/ offline Bids	11
Section 8	Technical Bid	12
Section 9	Financial bid	13
Section 10	Contact Details Form (Form-1)	14

**SECTION-1**  
**NOTICE INVITING E-TENDER**

SUBJECT: TENDER FOR HIRING OF CARS/ VEHICLES BY THE EMBASSY OF INDIA, MOSCOW

Embassy of India, Moscow invites bids from established firms for hiring of cars/ vehicles by it, as per details given in the tender documents.

Important Dates	
Date of publishing	18.12.2019
Bid Document Download Start Date	18.12.2019
Clarification Start Date	18.12.2019
Clarification End Date	21.01.2020
Bid Submission Start Date (online/ offline by sealed letter)	18.12.2019
Bid Submission End Date (online/ offline by sealed letter)	21.01.2020
Date of Technical Bid Opening (online/ offline)	23.01.2020
Address:	Head of Chancery (HOC) Embassy of India, 6-8 Voronsovo Polye Moscow (Russia) 105064 Email: hoc.moscow@mea.gov.in

2. The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Offline bids submitted to the Embassy would also be accepted. Sealed envelope submitted to this effect should be superscribed as '**Tender for hiring of cars/ vehicles by Embassy of India, Moscow**' and should reach to the undersigned by 1500hrs on 21.01.2020.

3. The Competent Authority reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding. This notice inviting tender/ e-tender is not a Contract, offer or an agreement by Embassy of India, Moscow.

(T. J. Suresh)  
Counsellor (HOC)  
Embassy of India, Moscow  
Vorontsove polye 6-8  
Moscow 105064  
Email-hoc.moscow@mea.gov.in

**SECTION-2**

**AFFIDAVIT**

I/we ..... Partner(s)/  
Legal Attorney/ Proprietor(s)/ Accredited representative(s) of  
M/s .....solemnly declare that :

2. I/we am/are submitting tender for ----- against  
Tender Notice No.MOS/CHA/551/14/2018 dated 18.12.2019.

3. I/we or our partners do not have any relative working in the Embassy of India,  
Moscow or the Ministry of External Affairs (MEA), New Delhi.

4. All information furnished by me/us in respect of fulfillment of eligibility criteria and  
information given in this tender is complete, correct and true. All documents/credentials  
submitted along with this tender are genuine, authentic, true and valid.

5. My/our bid shall be valid for a period of 120 days from the **last** date fixed for the bid  
submission in accordance with the Bidding Documents and shall remain binding upon  
me/us and may be accepted at any time before the expiry of the period.

6. If my/our bid is accepted, I/ we commit to submit a Performance Guarantee in  
accordance with the Bidding Documents.

7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".

8. If any information or document submitted is found to be false/incorrect, Embassy of  
India, Moscow may cancel my/our Tender and can take any action as deemed fit including  
termination of the contract, forfeiture of all dues including Earnest Money (EMD) and  
blacklisting of my/our firm and all partners of the firm etc.

9. I/we also declare that the Government of India, Govt. of Russia or any other  
Government body has not issued any show-cause notice or declared us ineligible or  
blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices  
or any failure/lapses of serious nature.

10. I/we also accept all the terms and conditions of this bidding document and  
undertake to abide by them; including the condition that Embassy of India, Moscow is not  
bound to accept highest ranked bid / lowest bid or any other bid that Mission may receive.

(Signature of the Tender with Seal)

Seal of Notary with date:

**SECTION-3**  
**Introduction & Scope of work**

3.1). Introduction : Online/ offline quotations are invited from experienced and reputed service providing entities as per eligibility criteria given, for providing cars/ vehicles on rent to the Embassy of India, Moscow.

3.2) Scope of Work:

- 1) The company should be in possession/control of a large pool of different kinds of vehicles.
- 2) To provide cars and other vehicles on rent to the Embassy as and when required on the mutual agreed rates.
- 3) The vehicles provided to the Embassy should be clean and in good running state with updated maintenance schedule.
- 4) The vehicle should have valid registration, insurance and other various required permits i.e. registration, licenses, servicing etc.
- 5) To nominate a English speaking contact person for all correspondence and communication with the Embassy.
- 6) The driver should hold valid driving license, well dressed, disciplined and able to understand basic English.
- 7) The drivers should polite, courteous and obey the instructions of the the guests/ Embassy staff.
- 8) The drivers should report on duty sharp at the given time/ date.
- 9) Water bottles, napkin and air purifier should always be available in the car.

\*\*\*\*\*

**SECTION-4**  
**(Minimum Eligibility Criteria)**

4) MINIMUM ELIGIBILITY CRITERIA:

Embassy of India, Moscow invites bids from the car hire companies who fulfill the qualifying criteria as listed below:-

a) Legally Valid Entity: The Bidder shall necessarily be a legally valid entity and should be registered with appropriated authorities of Govt. of Russian Federation for the said purpose. The bidder must be in existence for a minimum period of 5 years as on 31.03.2019 and have its registered office in Moscow.

b) Registration and licenses: The Bidder must have appropriate licenses and registrations from all relevant authorities. If it was found at a later stage that one or more relevant license and/ or registration is not obtained by the bidder, the work order may be cancelled and entire amount of Performance Guarantee would be forfeited at the discretion of the Mission.

c) Experience: The bidder must have been working with Govt Departments / Ministries/ Organizations of the Govt of Russian Federation and other Diplomatic Mission(s) based in Moscow (Russia).

d) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting bid.

\*\*\*\*\*

**SECTION-5**  
**Validity of Contract & Payment terms**

5.1 VALIDITY OF CONTRACT

The contract/ panel of companies, 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 service provider. 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 and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission and/ or the Ministry of External Affairs, New Delhi.

5.2. Other Conditions:-

a) At any time prior to the deadline for submission of bids, Mission may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document.

b) Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, shall be uploaded as ‘corrigendum’ on <http://eprocure.gov.in/epublish/app> and [www.indianembassy-moscow.gov.in](http://www.indianembassy-moscow.gov.in). Such amendments/modification shall be binding on all the prospective bidders.

c) Mission at its discretion may extend the deadline for the submission of bids, if the bid document undergoes changes during the bidding period, in order to give prospective bidder time to take into the consideration the amendments while preparing their bids.

d) Mission reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. The decision of the Mission in this regard shall be final and binding.

e) In case of any complaint, either as regards the nature of service or as regards the behaviors of the staff of the service provider on duty or otherwise, the agency would be intimated and would be required to take corrective measures promptly.

f) Quotation/ bid should be valid for four months (120 days) from the last date of submission of bids, which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders at the Embassy. Their authorized representative may like to be present at that time.

g) Normally the company quoting the lowest amount (L-1) would be awarded the work, if not found ineligible or the offer has not been considered by the Mission for any other reason. Only becoming the L1 firm would not be the sole criteria for availing the contract. Mission may select more than one companies and prepare a panel of agencies for this purpose. Mission’s discretion in this regard shall be final.

h) The Mission reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

**I) Termination:** (I) The Mission may, by written notice sent to the agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Mission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. (ii) The company may terminate the contract with a written notice of 03 months to Mission specifying the reasons for termination. The agency would, however, may be requested by Mission to carry out the work till the alternative arrangements are made by the Mission and the agency would agree to the same.

j) Draft Contract: A draft contract (in English language or along with certified English translation) must also be provided by bidders which will be signed with the successful bidder after completion of tender process, with the amendments, if any, proposed by the Embassy and agreed by the company.

k) Conflict of Interest: Bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be eligible for selection as operator under any of the circumstances set forth below:

(i) Conflicting Assignment/job: A bidder or any its affiliates shall not be hired for any Assignment /job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employers.

(ii) Conflicting Relationship: A bidder that has a business or family relationship with a member of the Mission's staff who is directly or indirectly involved in any part of (i) the Preparation of the terms of reference of the Assignment /job, (ii) the selection process for such Assignment /job , or (iii) supervision of the contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to Mission.

(iii) Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity in serving the best interest of Mission, or that may reasonably be perceived as having this effect. Failure to disclose said situation may lead to the disqualification of the bidder or the termination of this contract.

(l) Only one proposal: Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposal shall be disqualified.

(m) Non Transferability: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.

(n) Non withdrawal of bids: No bidder will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

(o) Integrity: The bidder must observe highest standards of ethics during the selection process and later during the execution of the work. Mission may reject a proposal at any stage if it is found that the entity selected has indulged in corrupt or fraudulent activities in competing for or in executing the assigned work in question and may also declare the entity ineligible or blacklist it either indefinitely or for a stated period of time.

### 5.3. PAYMENTS

- (a) After acceptance of LoA, a price schedule shall be annexed to the Contract according to which all payments shall be made to the Service Provider.
- (b) The prices shall be exclusive of any Service Tax/VAT or any other applicable taxes as may be levied by the Russian Govt. from time to time and the same shall be charged in addition to the applicable rates.
- (c) Payment shall be released within 30 days of receipt of acceptable/ correct invoices.
- (d) No payment shall be made in advance nor any loan from any bank or financial institution will be recommended on the basis of the order of award of work.
- (e) Mode of payment shall be electronic transfer to a bank account provided by the bidder for the purpose at the time of award of contract preferably in the local currency i.e. Russian Ruble. Acceptance of any other mode of payment or payment in any other currency would be at the discretion of the Mission.

**5.4 : Earnest Money Deposit (EMD):.** The Tenderer must submit with his Tender the proof of depositing an Earnest Money Deposit (EMD) / Tender security of **Ruble 500,000/-** (Ruble five hundred thousand only) by bank transfer, demand draft drawn on any acceptable Bank or a Bank guarantee in favour of Embassy of India, Moscow. The EMD must be valid for 120 days. EMD of successful bidder can be adjusted against Retention Money/ Performance Guarantee at discretion of the High Commission. EMD of unsuccessful bidders will be return within 30 days after award of work / rate contract to the successful bidders. In case of delay, no claim of interest/ any other benefit on this account would be entertained.

**5.5 Performance Guarantee:** The Performance Security / Performance Guarantee of **Ruble 1250,000/-** (Ruble one thousand two hundred fifty thousand only) in the form of bank transfer, demand draft drawn on any acceptable Bank or a Bank guarantee in favour of Embassy of India, Moscow shall be submitted by the successful bidder(s). The Performance Security/ Bank Guarantee shall remain valid for a period to cover the execution of the Contract and additional two months thereafter. It would be returned thereafter, after adjusting the dues if any, towards the service provider.



**SECTION-6**  
**(Dispute Settlement, Force Majeure & Penalty Clause)**

6.1 Dispute Settlement

If any dispute or difference arises between the parties hereto as to the representatives, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- The sole arbitrator shall be appointed by the mutual consent of both parties.
- The venue of the Arbitration shall be at Delhi or Moscow, as per discretion of Mission.
- The language of arbitration proceedings will be English only.
- Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

6.2 Force Majeure

(a) Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

(b) For purpose of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Mission either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(c) If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

**6.3 Penalty**

(a). The work assigned to the agency should be carried out in the time bound manner as per the guidelines stipulated by the Mission from time to time keeping in view the local practices and regulations. If any of the assigned work incurs additional charges on part of Mission, then the amount so incurred by the Mission will be recovered from the service provider.

(b). If the vehicle do not report on duty, do not report on time, wearing shabby dress or the car is not clean or maintaining in it the articles as mentioned in Section -3 of this Notice Inviting Tender, then penalty of an amount of Ruble 2000/- would be levied on the service provider on each such instance.

(c). The amount of penalty would be recovered by way of adjustment in the pending bills of the service provider/ future bills or the Performance Guarantee retained by the Mission.

(d). The decision of Competent Authority of the Mission with regard to levying of penalty would be final and binding.

\*\*\*\*\*

**SECTION-7**  
**(Instructions for submission of online Bids)**

7. Instruction for submission of online Bids:

(a) The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> .

(b) All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Original draft towards EMD and Tender document fee shall be submitted on or before closing date of tender submission. Complete set of documents uploaded shall be submitted within 03 working days after the bid submission date.

(c) Bids submitted online without required documents will be summarily rejected.

(d) The bids are to be submitted and duly digitally signed on the Central Public Procurement Portal.

(e) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.

(f) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

(g) The online bids (complete in all respect) must be uploaded online in PDF Format.

\*\*\*\*\*

**SECTION-8**  
**(Technical Bid)**

ANNEXURE-A

The sealed envelope (containing Technical and Financial bids separately) supporting all the documents certifying the eligibility criteria along with registration certificate and work experience must be submitted as per schedule to the Embassy of India, Moscow (address: Embassy of India, Vorontsove polye 6-8, Moscow 105064).

Cover-I (Technical Bid) (following documents to be submitted/ uploaded online in .pdf format)		
Sl. No.	Document	File Type
1	Contact Details Form	.pdf
2	EMD of Ruble 500,000/- (scanned copy of bank transfer)	.pdf
3	Scanned copy of Affidavit	.pdf
4	Certified copies of Registration and Incorporation particulars of Company/Firm from appropriate authorities (must be registered before 01.04.2014)	.pdf
5	Certified copies relevant registration and licenses	.pdf
6	Proof of work experience from 01.04.2016 to 31.03.2019	.pdf
7	Proof of having ongoing Contracts as on 31.03.2019.	.pdf
8	Power of Attorney/Authorization by the company for signing the bid documents	.pdf
9	Draft contract to be signed with the agency	.pdf
10	Duly filled in Price Schedule/ Financial bid	.pdf

Signature of the authorized signatory of the Bidder with seal of the firm/company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION-9  
(Financial Bid)**

ANNEXURE-B

Subject: Price Schedule/ Quotation for providing vehicles on hire to the Embassy of India, Moscow:

SN	Type of Vehicles	Rate per running hours (Rbls.)	Rate per waiting hours (Rbls.)	Minimum hours (if any) (running/ waiting)	Rate per hours after minimum hrs. (Rbls.)	Charges for night hours*, if any, (Rbls.)
1	Economic Class cars					
2	<u>Business Class cars</u> (Toyota Camry, Skoda Octavia, Kia Optima, Volkswagen, Nissan Piana & others)					
3	Mercedes E-Class					
4	Mercedes S-Class					
5	Mini Van (7-Seater, Normal)					
6	Mini Van – Viano (7 Seater, Mercedes)					
7	Mini Van – Sprinter ( 08-10 Seater)					
8	Mini Van – Sprinter (15-19 Seater)					
9	Mini Bus (24-30 Seater)					

\*Night hours would be counted from :.....hrs to .....hrs.

**SECTION -10**

**FORM-I**

**CONTACT DETAILS FORM**

**GENERAL DETAILS OF BIDDER**

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO.	
5	FAX NO.	
6	E-MAIL ID	

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	