

**Embassy of India  
Moscow**

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No.MOS/INFO/302/17/2019

Dated July 15, 2019

**Invitation for Bids**

The Embassy of India, Moscow invites bids from individuals /companies for a contract for creation of downloadable online application (app) for Trans-Siberian Railway travellers, as per the details in the enclosed Request for Proposal (RFP).

2. Individuals / companies with experience in printing / publishing are invited to send their profiles and expression of interest, along with a detailed offer taking into account the prequalification requirements indicated in the RFP.
3. The individuals / companies are required to submit technical and financial bids in two separate envelopes. In the prequalification stage, only the technical bids will be opened and examined and in the second stage, the financial bids will be opened only of those who fulfill the technical requirements. Contract Price shall be the criterion for selecting the successful Service Provider. If the Contract Price is same for more than one company, the company graded higher on technical aspects will become eligible.
4. The offers/bids may be sent in sealed covers (superscribed 'YOGA App Creation' and containing two separate sealed covers superscribed "Technical Bid" and "Financial Bid") addressed to Mr. Niket Mohan Sharma, Attache (Info), Embassy of India, Moscow (Ph: +7 495 783 75 35, Fax: +7 495 783 75 38, Email: [info.moscow@mea.gov.in](mailto:info.moscow@mea.gov.in) or [press.moscow@mea.gov.in](mailto:press.moscow@mea.gov.in)) so as to reach the Embassy latest by **Friday, 3<sup>rd</sup> August 2019**. All the bids shall be opened simultaneously at 16:30 hrs on the next working day after the final date of submission of bid. Interested bidders may participate in the opening of the bids.
5. The Embassy of India, Moscow's decision on the pre- qualification/selection of the individuals/companies shall be final.



**(T.J. Suresh)**  
**Counsellor (HOC)**

**EMBASSY OF INDIA  
MOSCOW**

**Creation of online application (app) for Trans-Siberian Railway Travellers**

**Request for Proposal (RFP)**

**No. MOS/INFO/302/17/2019**

**Dated 15.07.2019**

1. Bids in sealed cover are invited for items listed in Part II of this RFP. Please superscribe the above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -
  - (a) Bids/queries to be addressed to: **Attache (Info)**
  - (b) Postal address for sending the Bids:

**Embassy of India  
9, Vorontsovo Polye  
Moscow  
Russia – 105064**

- (c) Name/designation of the contact personnel:  
Mr. Niket Mohan Sharma, Attaché (Info)
- (e) E-mail ids of contact personnel:  
[info.moscow@mea.gov.in](mailto:info.moscow@mea.gov.in) or [press.moscow@mea.gov.in](mailto:press.moscow@mea.gov.in)
- (f) Ph: +7 495 783 75 35, Fax: +7 495 783 75 38.

This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

## **Part I - General information**

1. **Pre-qualification requirements:** The reputation, capacity and credibility shall be evaluated before finalizing the bid and signing of contract with the vendor.

The vendor should have at least 05 years of similar experience and must provide the following documents as a part of the technical bid:

a) Detailed profile including available infrastructure, technical expertise and the past experience of executing similar types of contracts.

b) Copies of similar contracts already executed.

2. **Last date and time for depositing the Bids.** Last date and time for receipt of Tender is **3<sup>rd</sup> August 2019 at 16.30 Hrs.** Bids in sealed covers superscripting the Tender Enquiry reference and Tender Opening Date are to be deposited at the Reception, Embassy of India, Moscow / reach by the due date and time. The sealed Bids (**both technical and financial**) should be sealed separately with clear indication and then both are to be put in one sealed envelope superscripting the Tender number and due date of opening and deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.

3. **Manner of depositing the Bids.** Sealed Bids should be either dropped at **Reception, Embassy of India, Moscow** or sent by registered post at the address given below so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered:

**Mr. Niket Mohan Sharma**  
**Attache (Info)**  
**Embassy of India**  
**9, Vorontsovo Polye**  
**Moscow**  
**Russia - 105064**  
**Tel: +7 495 783 7535**

4. **Time and date for opening of Bids.** Bids shall be opened at **1630 Hrs. on 3<sup>rd</sup> August 2019** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer).
5. **Place of opening of the Bids.** Bids shall be opened in the office of Counsellor (HOC), Embassy of India, Moscow. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of any representative. Security clearance has to be obtained for firm's representatives to visit Embassy of India, Moscow for official purposes.
6. **Two-Bid system.** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad with complete postal & e-mail address of their office.
8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 7 (*seven*) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Withdrawal of Bids.** A bidder may withdraw his bid after submission if the Buyer receives the written notice of withdrawal prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but a signed confirmation copy to be sent by post should follow it and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the submission of

bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary / rejection. Conditional tenders will be rejected.

12. **Validity of Bids.** The Bids should remain valid till **180 Days** from the last date of submission of the Bids.

## **Part II - Essential Details of Items/Services required**

### **1. Scope of Work.**

Creation of downloadable online application (app) for use of passengers traveling in Trans-Siberian Railway for journeys of long duration. For more details please contact: Mr. Niket Mohan Sharma, Attache (Information), Embassy of India, Moscow on Email : [info.moscow@mea.gov.in](mailto:info.moscow@mea.gov.in)

## **Part III - Standard Conditions of RFP**

The Bidder is required to give confirmation of his acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect from 19.08.2019 (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including termination of the contract, imposition of penal damages and refund of the amounts paid by the Buyer.

#### **Part IV - Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be

considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Payment Terms.** Payment will be made by Bank transfer through Embassy of India, Moscow after satisfactory completion of work.
2. **Advance Payments.** No advance payment(s) will be made.
3. **Force Majeure Clause.**
  - (a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
  - (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
  - (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
  - (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
  - (e) If the impossibility of completing of work or partial performance of an obligation, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

## **Part V - Evaluation Criteria & Price Bid issues**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder.
- (d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (e) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format.** Bidders are required to fill up the Price Bid as per the below given format **(as applicable).**

- (a) Cost of the item/items:
  - (i) 

Item	Unit price	Qty	Total
A			
  - (ii) Total of basic price

Any applicable Taxes/Duties/Overheads/Other costs (details as applicable).