

Embassy of India
Vilnius (Lithuania)

TENDER FOR HIRING OF CARS FROM REPUTED AGENCIES ON MONTHLY/ DAILY HIRE BASIS
FOR THE EMBASSY'S WORK

Tender No. VIL/873/1/2023 dated 8 May 2024

Important Dates:

Tender Publishing date & time	8 May 2024
Last date for submission of Tender Documents	29 May 2024
Date of opening of Technical Bid	30 May 2024
Date of opening of Financial Bid	31 May 2024

Note: Price bids of monthly hiring basis and daily hiring basis of vehicles will be analyzed separately

Address for communication:

The Head of Chancery
Embassy of India, Vilnius
Gediminas pr.12, Vilnius 01103
(4th and 5th Floor)
Lithuania

Phone: No.+370 5 264 0364
E-mail: hoc.vilnius@mea.gov.in

The intending and eligible bidders may submit the tenders by email in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted through email only to address above

Notice Inviting E-tender

Embassy of India in Vilnius is invited in Two bid system i.e. Qualifying/Technical bid and Financial bid for hiring of registered Agency for vehicles on monthly basis and daily basis not older than 2021 model.

The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (up to a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office. The requirement of vehicles shall be as under: -

S.No.	Description	Model	Quantity
1	Vehicles on monthly basis	Mercedes, BMW, Jaguar, Audi, or equivalent	1
2	Vehicles on call basis	Toyota, Hyundai, Honda or equivalent	As per requirement

i. The tender documents can be downloaded from the website of <https://eprocure.gov.in/epublish/app>. The intending and eligible bidders may submit the tenders by email in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted by email at hoc.vilnius@mea.gov.in

ii. Interested bidders may submit their quotation by email as per the tender document in the websites <http://eprocure.gov.in/epublish/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

iii. The Technical Bids will be opened online by a Tender Opening Committee of this Office. At the first stage the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the office. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened. The Tender Evaluation Committee (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC.

i. This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director General in this regard shall be final and binding on all.

ii. The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid

Sd/-

Subrata Maity
Second Secretary & HOC
Embassy of India, Vilnius

SECTION - I GENERAL TERMS AND CONDITIONS

1. **Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Head of Chancery, Embassy of India, Vilnius.

2. **Addresses:** - For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the Head of Chancery, Embassy of India, Vilnius. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. **Period of validity of Bid:** Bid shall be valid for 90 days after the date of opening of bids.

4. **Period of Contract/Duration:** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (up to a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office

5. **Preparation and Submission of Tender:** The tenders have been invited under two bid systems i.e., Technical Bid and Financial Bid.

The necessary documents should be sent to Head of Chancery, Embassy of India, Vilnius by email.

Below are the documents to be sent at the time of submitting bid online.

Cover-1: Technical bid (The list of the documents to be enclosed)

- i. Bid Form/Tender form and Declarations/Letters
- ii. Self-Attested copy of Registration of firm/company.
- iii. Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- iv. Self-Attested copy of TAX card of firm/company/individual.
- v. Self-Attested Copy of the IT return filed for the last 3 financial year.
- vi. Self-Attested Copy of Value added Tax (VAT) registration certificate.

vii. Self-Attested copy of document showing current insurance of the vehicle

viii. Self-Attested Copy of Registration Certificate of vehicle

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

Cover-2: Financial bid

The quotation should be filled in the financial bid document as per prescribed form below.

6. Signing of Tender: Individual signing the tender or other documents connected with contract must specify whether he signs as

a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Head of Chancery, Embassy of India, Vilnius may, without prejudice cancel the contract and hold the

signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its 12 Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

7. Technical/Qualifying Bid:

a) The Technical bid should be submitted to Head of Chancery, Embassy of India, Vilnius by email in cover-1 mentioned above.

b) All documents asked must be enclosed as part of Technical/Qualifying bid.

8. Financial Bid:

a) The Financial Bid should be submitted to Head of Chancery, Embassy of India, Vilnius in cover-2 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

b) The rates quoted shall be firm and final for the entire period of contract.

c) Terms of payment as stated in the Tender Document shall be final.

d) At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

9. Penalties:

a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of €250 will be imposed on each occasion and NO payment will be paid for the trip, in addition to the pro-rata deduction of rental in the monthly bill.

b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:

i. If vehicle is accepted after delayed reporting, a penalty of €50 will be imposed for that day.

ii. If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.

iii. In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of €50 per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.

iv. Head of Chancery, Embassy of India, Vilnius reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty as per clause (a) above will be imposed on each occasion.

v. In case the driver is found to be under the influence of liquor or any other intoxication including drugs, penalty of €250 shall be deducted by the Institute from the bill of the bidder, which will be in addition to other penal action, if any

10. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

11. Terms of payment:

a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

c) All payments shall be made by bank transfer.

d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.

12. Termination of Contract:

Termination for defaults: The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, Moreover, the contract may be terminated on mutual consent by giving one- month notice in advance, terminate the contract in whole or in part: a) If the Agency fails to deliver any work within the time periods specified in the contract, or any extension thereof granted by the Institute; b) If the Agency becomes bankrupt or otherwise insolvent. c) If the Agency, found in fraudulent practices against the institute. d) And any of its act's spoil to the integrity of the Institute, by any means.

Termination for Insolvency: The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court

provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Embassy of India, Vilnius.

13. Agreement: The successful bidder will have to enter an agreement initially for a period of one year, further extendable subject to clause 4 of section-III. Cost of execution of agreement shall be borne by the contractor. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement

14. Arbitration: If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there the same shall be referred to Head of Chancery, Embassy of India, Vilnius. The arbitration proceedings shall take place at Vilnius, Lithuania.

15. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

SECTION-II

Proforma for TECHNICAL BID

GENERAL

- I. Name of Tendering Company/ Firm / Agency/Individual:
- II. Nature of the concern: (i.e., Sole proprietor or partnership firm or a company)
- III. Full Address of Office of the Company/ Firm / Agency/Individual:
 - a. Telephone/Mobile No:
 - b. FAX No (if any):
 - c. E-Mail Address:
- IV. TAX No. of the Company/ Firm / Agency/Individual: (Attach attested copy)
- V. Photocopy of income tax returns for latest year: (Attach attested copy)
- VI. Value Added Tax (VAT) Registration No.: (Attach attested copy).
- VII. Whether each page of tender and its annexure have been signed and stamped:(Yes/No)
- VIII. Bidder" s bank, its address and Bank account no:
- IX. Infrastructure capabilities: Particulars of vehicles available with the Bidder. (please attach the attested copies of the proof of the ownership or lease holding/power of attorney (duly notarized) documents of the vehicles and proof of registration of the vehicles as commercial vehicle):

Type of Vehicle(s)	Registration number

I/We hereby declare that the information furnished above is true and correct.

Place :

Signature of Bidder/Authorized Signatory
with seal of the firm

Date : Name of the Bidder

SECTION-III

FINANCIAL BID

i. The Tenderer shall be required to download BOQ sheet from cover-2 of this tender from CPP portal and quote only service charges in figures which are given below and the same is to be sent to Embassy by email.

ii. Conditional bid shall not be considered and will be rejected outright.

The BOQ format is given below:

Financial BID

Sl. No.	Description of work	Amount
	Hiring of vehicle on Monthly Basis (Mercedes, BMW, Audi, Jaguar)	
	Monthly Rate (3000 Km per month)	
	Charges for extra Kms (over 3000 Km per month) in Rs per Km	
	Hiring of vehicle on call Basis (Toyota, Hyundai, Honda, Nissan, or equivalent A.C. Vehicle)	
	Rate for 5 hours (half day)	
	Rate for 8 hours (Full day)	
	Charges for extra Kms (over 20/40/60/80/100/120 Km in Euro per Km)	
	Charges for extra Hrs. (over 2/4/6/8/10/12 Hrs. in euro per Hrs.)	
	Charges for outstation per Kms. (Minimum 350 Km. per day)	
	Night Charges for Driver per Night	

I/We have read and understood the tender for supply of registered commercial vehicles on hire basis vide No. and other documents issued by you, we hereby quote the rates (inclusive of all taxes & duties except Value Added Tax (VAT) as under for supply of registered commercial vehicles on hire basis as detailed below:

Note : 1. Above rates are inclusive of all taxes/duties

[Signature] Seal of the bidder

Date :

Place :

DECLARATION FOR NON-TAMPERING OF DOWNLOADED TENDER DOCUMENT FROM
WEBSITE (<https://eprocure.gov.in/epublish/app>)

“I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <https://eprocure.gov.in/epublish/app> and no addition / deletion / correction has been made in the downloaded document.

Place :

Signature of tenderer /Authorized Signatory

Date:

Name of the Tenderer