



**Consulate General of India**  
**Saint Petersburg**

**No. SPB/873/01/2023**

**TENDER NOTICE**

**Dated 11<sup>th</sup> April, 2023**

NOTICE INVITING TENDER FOR HIRING OF CARS/ VEHICLES BY THE  
CONSULATE GENERAL OF INDIA, SAINT PETERSBURG

**TABLE OF CONTENTS**

Section	Content	Page No.
Section 1	Notice Inviting E-Tender	2
Section 2	Introduction , Scope of work	3
Section 3	Minimum Eligibility Criteria	4
Section 4	Validity of Contract & Payment terms	5-7
Section 5	Force Majeure & Penalty Clause	8-9
Section 6	Contact Details Form	10

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

SUBJECT: TENDER FOR HIRING OF CARS/ VEHICLES BY THE CONSULATE GENERAL OF INDIA, SAINT PETERSBURG

Consulate General of India, Saint Petersburg invites bids from established firms for hiring of cars/ vehicles by it, as per details given in the tender documents. The prospective bidder may quote the rates in the format prescribed below:


Sl	Type of Vehicles (with make and model)	Rate per hour during day excluding VAT	Rate per hour during night excluding VAT
1.	Economy/Standard Car		
2.	Toyota Camary		
3.	Mercedes E Class		
4.	Mercedes S Class		
5.	Mercedes 6 seater		
6.	Microbus Mercedes Sprinter 18 seater		
7.	Bus 40 Seater		
8.	Luggage/Baggage Van		

<b>Important Dates</b>	
Date of publishing	11.04.2023
Clarification Start Date	14.04.2023
Clarification End Date	21.04.2023
Bid Submission Start Date	12.04.2023
Bid Submission End Date	02.05.2023
Date of Technical Bid Opening Address: Head of Chancery (HOC) Consulate General of India, Ryleeva, 35 Saint Petersburg (Russia) 191123 Email: hoc.spburg@mea.gov.in	03.05.2023

2. Bids should be submitted in sealed envelope and superscribed as '**Tender for hiring of Car/Vehicles**' by '**Consulate General of India, Saint Petersburg**' and should reach at the following address by 1700 hrs. on 02.05.2023.

3. The date from which the new Contract will be valid will be after the expiry of the current contract that is after 08.06.2023.

4. 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 Consulate shall be final and binding. This notice inviting tender is not a Contract, offer or an agreement by Consulate General of India, Saint Petersburg.

  
(Prem Nath Khare)  
Consul (HOC)

**SECTION-2**  
**Introduction & Scope of work**

**I) Introduction :** Quotations are invited from experienced and reputed service providing entities as per eligibility criteria given, for providing cars/ vehicles on rent to the Consulate General of India, Saint Petersburg.

**II) General Requirement:**

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 Consulate as and when required on the mutual agreed rates.
3. The vehicles provided to the Consulate 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 Consulate.
6. The driver should hold valid driving license, well dressed, disciplined and able to understand basic English.
7. The drivers should be polite, courteous and obey the instructions of the the guests/ Consulate 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-3**  
**(Minimum Eligibility Criteria)**

Consulate General of India, St Petersburg 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 bidders must have its registered office in Saint Petersburg.
  
- 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 canceled at the discretion of the Consulate.
  
- c) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting bid.

\*\*\*\*\*

## SECTION-4

### Validity of Contract & Payment terms

#### **I) 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 the Consulate.

#### **II) Other Conditions:-**

a) At any time prior to the deadline for submission of bids, Consulate 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 submission of bids, shall be uploaded as ‘corrigendum’ on <http://eprocure.gov.in/epublish/app> and [www.cgispburg.gov.in](http://www.cgispburg.gov.in). Such amendments/modification shall be binding on all the prospective bidders.

c) Consulate 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) Consulate 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 Consulate 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 three months (90 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 Consulate. 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 been rejected by the Consulate for any other reason. Only becoming the L1 firm would not be the sole criteria for availing the contract. Consulate may select more than one companies and prepare a panel of

agencies for this purpose. Consulate's discretion in this regard shall be final.

h) The Consulate 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:** (1) The Consulate 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 Consulate's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. (2) The company may terminate the contract with a written notice of 03 months to Consulate specifying the reasons for termination. The agency would, however, may be requested by Consulate to carry out the work till the alternative arrangements are made by the Consulate 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 Consulate 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 of 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 Consulate'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 Consulate.

(iii) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity in serving the best interest of Consulate, 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 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. The Consulate 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.

### **III) Payments:**

(a) After receiving of Letter of Acceptance, 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 15 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 Consulate.

### **IV) Earnest Money Deposit (EMD):**

The Tenderer must submit with his Tender the proof of depositing an Earnest Money Deposit (EMD) / Tender security of **Ruble 40,000/-** (Ruble Forty thousand only) by bank transfer, demand draft drawn on any acceptable Bank or a Bank guarantee in favour of Consulate General of India, Saint Petersburg. The EMD must be valid for 120 days. EMD of successful bidder can be adjusted against Retention Money/ Performance Guarantee at discretion of the Consulate. 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.

**SECTION-5**  
**(Dispute Settlement, Force Majeure & Penalty Clause)**

**I) 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 Saint Petersburg, as per discretion of Consulate.
- 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.

**II) 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 Consulate 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 or Consulate 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.



### **III) Penalty**

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

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

\*\*\*\*\*

**SECTION -6**

**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	