

Embassy of India
Washington DC

F. No. WAS/ADM(PROT)/551/02/2022

May 11th, 2022

TENDER NOTICE

The Embassy of India, Washington DC invites proposal for transportation services:

- i. Within the Embassy Area
- ii. For other cities of the United States

2. Embassy's website <https://www.indianembassyusa.gov.in/Tender> and Central Procurement Portal (CPP) at <https://eprocure.gov.in/cppp/> may also be referred to for complete details, scope of work, and conditions of eligibility.

3. The bids should be submitted in three sealed envelopes {Envelope-A "Earnest Money Deposit" through a Cheque / Banker's Cheque / Demand Draft for US\$3000.00 (US Dollars Three Thousand Only) in favour of "Embassy of India, Washington DC", Envelope-B "Technical Bid Documents", and Envelope-C "Financial Bid Documents"}. Three envelopes containing "A", "B" & "C" shall be duly superscripted with above titles and put in another sealed envelope superscripted with the title "Proposal for Transportation Services".

4. 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 shall be final and binding.

5. Last date for receipt of bids is June 02, 2022, till 1700 hrs. (EST).



(Karthik G. Iyer)

Head of Chancery

Embassy of India

Tel: 202.939.7041

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INVITATION TO BID

Embassy of India, Washington DC, on behalf of the President of the Republic of India, hereby invites Proposal for Transportation services within the Embassy Area and for other cities of the United States. Details of tender are as under:

S. No.	Particulars	Annexure
(i)	Scope of Work	A
(ii)	Eligibility Criteria & Special Conditions	B
(iii)	Instructions for bidding	C
(iv)	Special conditions of contract	D
(v)	Standard format for Bank Guarantee	E
(vi)	Important Dates & Times	F

SCOPE OF WORK

The Embassy of India in Washington DC, Chancery-1 building located at 2107 Massachusetts Ave. NW, requires transportation services in the Embassy Area and for other cities within the USA. For this purpose, **Embassy area is defined as the area covering 50-mile radius from the Chancery-1 building.** The agency is expected to meet the transportation requirements of the Embassy 24*7.

2. The transportation requirements of the Embassy are categorized as follow:

i. Embassy Area Transportation:

The Embassy routinely requires transportation arrangements, for which various classes of vehicles, including Sedan, Premium Sedan, SUV, Premium SUV and Sprinter Van, are hired. The requirement of vehicle is usually submitted one day in advance of the requirement (it is not restricted to business day and request may be sent on a weekend or a public holiday). Sometimes the requirement of the vehicle is very urgent and such requirements may be communicated on a short notice of a few hours. Anyone interested in providing their transportation services may ensure such capabilities.

Indicative rates for providing only chauffeur to drive Embassy vehicles in the Embassy Area may also be provided on hourly basis. It must be ensured that such drivers are well trained and have current documentation and licensing as mandated by local laws.

ii. Transportation for other cities of the United States:

- Transportation may be required to be arranged to specific destinations from Embassy Area to neighboring cities. Also, local transportation within the city may be required. Such cities are listed below:
 - a. Embassy area to New York
 - b. Embassy area to New Jersey
 - c. Embassy area to Richmond
 - d. Embassy area to Norfolk
 - e. Embassy area to Dover

- Local transportation may also be required at various other places in the US. The transportation requirement may be more than the day-to-day needs of the Embassy and would depend on the actual needs of the visiting delegations. The

list of cities is not exhaustive. However, frequently visited cities are mentioned below:

- a) California: San Diego, San Francisco and Los Angeles
- b) Phoenix (Arizona)
- c) Seaward (Alaska)
- d) Boston, Massachusetts
- e) Chicago, Illinois
- f) Guam
- g) Hawaii
- h) Portland, Oregon
- i) Seattle, Washington
- j) Salt Lake city, Utah
- k) San Antonio, Texas
- l) Minneapolis, Minnesota
- m) St. Louis, Missouri
- n) New Orleans, Louisiana
- o) Montgomery, Alabama
- p) Florida: Pensacola and Miami
- q) Atlanta, Georgia
- r) Dayton, Ohio
- s) Rhode island
- t) Portland, Maine
- u) Louisville and Lexington, Kentucky
- v) Rest of the US

3. Agency must ensure to provide drivers who are fully vaccinated. Embassy may seek the vaccination status of the drivers at any time. The cars so provided must be sanitized/cleaned properly before use for Embassy work. Many a time, Embassy is required to furnish the details of the Car and the driver to US authorities before meetings. The same shall have to be provided by the agency within a specific time frame as designated by the Embassy.

4. The rate quotes to be submitted by the bidders should be for each location in the following format:

Sl. No.	Vehicle Type	Minimum Hours	Location
01	Sedan		
02	Sedan Luxury/ Premium Sedan		
03	SUV		
04	SUV luxury/ Premium SUV		
05	Van (08 Pax)		

06	Van (15 Pax)		
07	Van/bus (24 Pax)		
08	Van/Bus (52 Pax)		

* For locations with same rates, single table quote may be submitted for the sake of brevity clearly identifying all the locations.

ELIGIBILITY CRITERIA & SPECIAL CONDITIONS

The following shall be the eligibility criteria for selection of bidders at technical bid stage of the bidding process:

- (a) **Legally Valid Entity:** The Bidder/Bidding Firm should be a registered entity under relevant laws. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
- (b) **Experience:** The Bidder shall have experience of working with any Embassy for at least 05 years and/or with the Indian Embassy/Consulate for at least 1 year. Nothing negative should have been found previously when the bidder was working with Indian Embassy/Consulate or any other Embassy/Consulate.
- (c) **Bidder's profile and financial status:** The bidder may provide the organization's profile and financial status in terms of annual turnover and taxes paid during the last year. Certificate of incorporation to be submitted as well.
- (d) **Past Experience:** As proof of having fully adhered to eligibility criteria, attested copies of reference/experience certificates for services provided, issued by the Indian Embassies/Consulates/High Commissions/Foreign Embassies/High Commissions shall be attached with bid document. Embassy reserves the right to get such references verified.
- (e) **Tax Exemption:** Embassy is a tax exempt organisation and shall not pay any tax on the transportation services.
- (f) **All-inclusive quotes:** Embassy shall not pay any gratuity or toll charges separately on the invoice raised. Bidders must take this into consideration while submitting their bids. No request for payment of gratuity and/or toll charges shall be entertained later. It is pertinent to mention here that the driver must always take the fastest route to the destination unless instructed otherwise by the Embassy.
- (g) **Size of the fleet:** The size of the fleet readily available for deployment at short notice must be at least 10 vehicles including at least 1 sprinter, 1 sedan and 1 SUV. The bids must contain the registration details of such cars.
- (h) **Local Office:** The bidder must ensure that there is a local office of the company in the Washington DC DMV area. The Embassy reserves the right to inspect such office to verify genuineness.
- (i) **Bank Guarantee:** The bidder who is allotted the work shall submit a performance bank guarantee of \$5000 valid for a period of one year from the date of award of work, failing which the bidder shall forfeit his/her right to the work and Embassy reserves the right to allot the work to the next bidder.

INSTRUCTIONS FOR BIDDING

1.1 For the purpose of Bidding / Tender Document, the Embassy of India, Washington DC shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to as 'Contractor' and / or 'Bidder' or interchangeably.

1.2 The tender document can be downloaded from the Embassy's website <https://www.indianembassyusa.gov.in/Tender> and Central Procurement Portal (CPP) at <https://eprocure.gov.in/cppp/> from 11.05.2022 onwards. The last date of submission of bids is 02.06.2022 till 1700 hrs. (EST).

1.3 While all efforts have been made to avoid errors in the drafting of the tender document, 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 with EMD of requisite amount, 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, Washington DC.

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, Washington DC. 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 Extent of work has been defined in the Scope of Work enclosed. The bidder shall examine the Tender Document and all Addenda (if any) before submitting his Tender and shall become fully informed as to the extent, quality, type and character of operations involved in the Works and acquaint himself with the specific requirements. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished.

2. EARNEST MONEY DEPOSIT

2.1 The Earnest Money Deposit of US\$ 3000.00 (US Dollar Three Thousand only) in the form of Account payee Cheque/ Banker's Cheque / Demand Draft issued by a local bank drawn in favour of "Embassy of India, Washington DC" has to be submitted along-with the bid. The Banker's Cheque / Demand Draft must be valid for six (6) months.

2.2 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 Embassy in respect of any previous work shall be entertained.

2.3 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 EMD shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Embassy of India Washington DC.

2.4 No claim shall lie against the Embassy 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.

2.5 The EMD 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.

3. VALIDITY OF BIDS

3.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

3.2 In case, client calls the bidder for negotiation, this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

3.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

4. **BID OPENING PROCEDURE**

4.1 The Technical Bids (Envelope A) shall be opened in the Board Room of the Embassy of India, Washington DC on 03.06.2022 at 1430 hrs by the Tender Evaluation Committee constituted by the Competent Authority of the Embassy and other officers. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy. The Financial bids (Envelope 'C') will be opened subsequently.

4.2 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.

4.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.

4.4 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.

4.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

4.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the eligibility criteria as specified in the Tender Document.

5. CLARIFICATION ON TECHNICAL BID EVALUATION

5.1 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 Embassy 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.

5.2 If a bidder does not provide clarifications of its bid by the date and time set in the Embassy's request for clarification, its bid may be rejected.

5.3 Embassy also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

5.4 Technical bid must contain the following:

- 5.4.1 Details of the fleet size
- 5.4.2 Certificate of incorporation
- 5.4.3 Local Address proof
- 5.4.4 References if any
- 5.4.5 Past experience letter
- 5.4.6 Previous year income and tax return

6. CLARIFICATION ON FINANCIAL BID EVALUATION

6.1 Envelope C shall be opened of only those bidders who qualify in the Technical Bid evaluation.

6.2 The financial bid must contain only the quotes offered for respective class of transportation in each area/city/state and the rate for providing chauffeur on hourly basis as indicated in Annexure-A Para 2 (i).

6.3 The bidders are welcome to provide their quotes for the areas not mentioned in the list.

6.4 The quotes must be in the table form as illustrated in Annexure-A para 4. Embassy reserves the right to reject any bid not conforming to these stipulations.

7. Other Conditions, Force Majeure & Penalty Clause

- 7.1 The Contractor should not sublet the work to any other agencies.
- 7.2 The contract can be terminated by the Embassy of India, Washington DC for unsatisfactory jobs /service. The decision of Embassy shall be final in this regard.
- 7.3 The contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work. The contractor would indemnify Embassy 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. Embassy would not be liable to pay any damages or compensation to such workers or to any third party.
- 7.4 In case of any complaint, either as regards the nature of service or as regards the behavior of drivers on duty or otherwise, the contractor would be intimated and would be required to take corrective measures promptly.
- 7.5 Embassy of India 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 Embassy in this regard shall be final and binding on all.
- 7.6 Any wrong or misleading information will lead to disqualification.
- 7.7 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Embassy and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 7.8 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the work.
- 7.9 **Force Majeure:-** If, at 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 reasons of any war of hostility, acts of 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 such eventuality is given by either party to the other within 21 days from the date of concurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as

soon as practicable after such an event comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been resumed or not, shall be final and conclusive.

7.10 Settlement of Laws and Arbitration: All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative's rights, duties or liability of the parties shall be decided by way of mutual agreement.

7.11 Commencement of the services shall be effected immediately from the date of issue of acceptance letter of intent which can be done in person or via e-mail.

7.12 The Embassy will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.

AGREEMENT

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works as per the prices quoted (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The documents forming the Contract shall be interpreted in the following order of priority:
 - a) the signed Contract Agreement;
 - b) the Letter of Award by the Employer;
 - c) the Letter of Acceptance by the Contractor;
 - d) the completed Tender Submission Sheet as submitted by the Tenderer;
 - e) Scope of Work; and
2. The Contract will be valid for a period of 2 years, after which increase in rates can be mutually negotiated. Nothing in this agreement shall stop the Embassy from utilising the services of another agency offering same or lower prices.
3. The Employer hereby covenants to pay the Contractor within 15 business days (holidays as per Embassy of India) of receipt of invoice.

The parties hereto have caused this Agreement to be executed in accordance with the laws of the USA on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Signature

Print Name

Print Name

Title

Title

PROFORMA OF BANK GUARANTEE

To

The Head of Chancery

Embassy of India, Washington DC

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No. _____ Dated _____ having been placed by Embassy of India, Washington DC with M/s (Name & Address of Contractor) for _____.

The conditions of this order provide that the Contractor shall,

- a. Arrange to provide transportation services listed in the said order by the Client, as per details given in said order, and
- b. Arrange for service support and information related to the kind of transportation arranged (viz. name, vaccination status, Driving license of the driver, registration details and any other information sought) to the Client whenever required.

M/s (Name of Contractor) has accepted the said work with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. _____ M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Washington DC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the Embassy of India, Washington DC under any security(ies) now, or hereafter held by the

Embassy of India, Washington DC and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Washington DC hereunder or of prejudicing right of the Embassy of India, Washington DC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Washington DC and liabilities of the Contractor arising upto and until date.....

Your right to recover the said sum of USD. _____ USD _____ (only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to US\$ _____ (USD _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated _____.

Notwithstanding anything contained herein:

- 1 Our liability under this guarantee shall not exceed US\$.....(in words)
- 2 This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- 3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

-
- 4 The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Important Dates & Times

S. No.	Objective	Date	Particular cut off time (if any)
01	Issue of Tender	11.05.2022	--
02	Last date of Submission of bids	02.06.2022	1700 hours (EST)
03	Opening of Technical bid	03.06.2022	1430 hours (EST)
04	Opening of Financial bid	To be decided later	--
05	Award of Tender	To be decided later	--