

Request for Proposal (RFP)
For
Empanelment of Vehicle Service Providers for
Embassy of India, Berlin

Date: October 29, 2018
Embassy of India
Berlin

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Table of Contents

| | |
|--|-----------|
| Section 1: Letter of Invitation..... | 05 |
| Section 2: Instructions to Vehicle Service providers..... | 07 |
| Section 3: Criteria for Selection and Annexures..... | 10 |
| Section 4: Terms and Conditions for Empanelment..... | 11 |

Abbreviations used in the RFP

RFP - Request for Proposal

VSP - Vehicle Service Providers

QCBS - Quality and Cost Based Selection

Section 1: Letter of Invitation

Berlin, October 29, 2018

1.1 Background

Embassy of India, Berlin (hereafter referred to as 'Embassy') intends to empanel Government registered and reputed Limousine operators based in Berlin/Germany (hereafter referred to as 'Vehicle Service Provider (VSP)') for providing chauffeur driven vehicles for use by Embassy during visits of delegations or for other official purposes. The vehicles may be required within city limits of Berlin as well as away from Berlin in other parts of Germany.

The approximate number of vehicles required to be hired by the Embassy is minimum one and up to 80 or more at a time. The period of validity of the panel would be from January 2019 to December 2021 (three years), further extendable for one year, with mutual consent on the same terms and conditions.

1.2. Objective of the RFP

Objective of this RFP is to empanel Government registered and reputed Limousine operators based in Berlin/Germany for providing chauffeur driven vehicles for use during visits of delegations or for other official use within city limits of Berlin, or beyond if required.

1.3 Empanelment Criteria for the Service Provider

Empanelment of the Service provider shall be based on a **Quality and Cost Based Selection (QCBS)** system. The two bid system i.e. Technical & Financial Bid system shall be followed for this tender.

1.4 Schedules for Submission of the RFP

| | |
|---|-----------------------------|
| Despatch of RFP Document / Availability on website of Embassy | October 29,2018 |
| Queries by email to be sent by | November 28, 2018 |
| Pre-bid Conference (if required) | December 4, 2018 (tbc) |
| Bid Submission Date | December 7, 2018 (1700 hrs) |
| Opening of Financial Bid | December 14, 2018 (1530hrs) |
| Decision on Empanelment of Service Provider | By December 19, 2018 (tbc) |
| Commencement of the Work | January 01, 2019 |

1.6 Address for communication

All communications related to this RFP including the submission of the Proposal shall be addressed to:

Mr. Vikram Vardhan
Second Secretary
Embassy of India
Tiergartenstrasse 17
10785 Berlin
Tel: 0049-30-25795320
E-mail: hoc.berlin@mea.gov.in

(Please CC all communications to Mr.Vinay Sharma, Attache (P&W) at admn.berlin@mea.gov.in and Mr. Kranthi, Protocol Officer Embassy of India, Berlin at protocol.berlin@mea.gov.in and)

Section 2: Instructions to Vehicle Service Providers (VSPs)

4.1 Bid submission Process

4.1.1 General Terms of Bid Submission

- i. The Vehicle service provider(VSP) should bear all the costs associated with the preparation and submission of his/her bid and Embassy will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- ii. The bids are to be submitted in English language. Two copies of the Technical Bid are to be submitted, one in original duly signed by the Embassy and the other a copy thereof.
- iii. **Annexure I**, duly completed in all respects and signed by the owner of the Company or his/her authorized signatory with supporting documents, must be part of the documents submitted for Technical Bid.
- iv. **Annexure II**, duly completed in all respects and signed by the owner of the Company or his/her authorized signatory with supporting documents, must be part of the documents submitted for Financial Bid.
- v. The Technical Bid and Financial Bid are to be submitted in separate sealed envelopes which are to be clearly marked as "Technical Bid" and "Financial Bid". The two envelopes are to be placed in a single sealed envelope marked "Quotation or Empanelment of Vehicle Service Providers- Do not Open" and to be send by Registered post addressed to

Head of Chancery
Embassy of India, Tiergartenstr 17
Berlin – 10785
Germany

- vi. Bids delivered by Hand/Fax/Email will **NOT** be accepted under any circumstances.
- vii. The VSP signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the

tender documents and bind the company. All pages of the tender documents except printed brochures, if any, are to be signed by the authorized signatory.

- viii. Any or all the offers may be accepted or rejected, in full or in part, without assigning any reason whatsoever. Embassy may, at its discretion, abandon the process of the selection associated with this Request for Proposal (RFP) anytime before notification of award.
- ix. The Financial Bid will be opened by the Evaluation Committee and authorized representatives of the VSP shall have the option to be present at the time of opening of the Financial Bid. Only one representative will be allowed to represent any company.
- x. Responses to the RFP must clearly state the time period the said bid is valid for. Any bid that is not valid for the entire period of selection maybe rejected.
- xi. Any Technical or Financial Bid submitted cannot be modified after the closing date. However, the VSP may modify or withdraw its offer after submission but prior to the closing date and time. Embassy concludes that there shall be no extra costs associated with the same other than the cost quoted by them.
- xii. The VSPs submitting the responses should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the VSPs, such bids may be disqualified and may not be considered for the selection process.
- xiii. The RFP and all supporting documentation/templates are the sole property of Embassy.
- xiv. By submitting a signed bid, the VSP certifies that:
 - a. The VSP has arrived at the prices in its bid without agreement with any other VSP of this RFP for the purpose of restricting competition.
 - b. The prices in the bid have not been disclosed and shall not be disclosed to any other VSP of this RFP.
 - c. No attempt by the VSP to induce any other VSP to submit or not to submit a bid for restricting competition has occurred.

- xv. Embassy shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Embassy will not be obliged to meet and have discussions with any VSP, and / or to listen to any representations.
- xvi. Any clarification regarding the RFP may be sought by sending Email to hoc.berlin@mea.gov.in between November 1 and November 28, 2018. A pre-bid conference may be held to clarify queries, if required, on December 4, 2018 (tbc) at 1500 hrs at EoI, Berlin.

4.1.2 Opening of bids

- i. The Financial Bids will be opened on December 14, 2018 at 1530 hrs (tbc) in Business Centre, Embassy of India, Tiergartenstr. 17, 10785 Berlin in presence of the signatories of the bids or their duly authorized representatives. The Financial Bids of companies that do not qualify in the Technical Bid stage will not be opened.
- ii. VSPs which have submitted their Technical and Financial Bids but are not duly represented at the time of the opening of the two bids shall forfeit their right to make any claim or challenge the tendering process at any stage thereafter.
- iii. The Embassy reserves the right to accept or reject any bid without assigning any reasons thereof.
- iv. At any time, prior to the deadline for submission of Applications, Embassy may amend the RFP documents by issuing addendum or addenda. These addenda shall be posted at the website of Embassy and shall be treated as a part of the RFP documents. Embassy may, at its discretion, extend the deadline for the submission of applications.

Section3: Criteria for Evaluation of Vehicle Service Providers (VSPs)

- i. Technical Bids would be evaluated based on the details provided by VSPs in **Annexure-I**.
- ii. Brief profile of the firm along with previous experience and service portfolio shall be provided with Technical Biddocuments. This will be considered during technical evaluation.
- iii. Punctuality of chauffeur, availability of English speaking chauffeurs, personal behaviour and attire of chauffeurs as well as cleanliness of vehicle will be important requirements of the service. Penalties will be levied in case the above requirements are not met or are not satisfactory. Penalties will be as listed in **Annexure III**.
- iv. **For Evaluation of Financial Bids:** Lowest rates(hereafter referred to as L1 rates) for each category will be those rates (calculated for a 12 hour period) which are the lowest for each category of vehicle quoted (as per Annexure- II) by Company/Companieswhich are technically qualified and willing to provide cars as per terms and conditions of this tender.
- v. After L1 rates for each category of vehicle are determined, Bidding Companies would be requested to agree to provide vehicles at L1 rates.
- vi. Companies which agree to provide vehicles at determined L1 rates as per terms and conditions of this tender would be empanelled as Vehicle service providers for the Embassy in the given period of time.

Annexure – I

Proforma for Technical Bid

| | | | |
|----|--|----------------------------------|---|
| a) | Name of the company | | |
| b) | Make and no. of vehicles available (attach the list with number plate details and proof of registration) a. Mercedes Benz S Class/ BMW 7 / Audi 8 d. Mercedes Benz E Class/ BMW 5/ Audi 6 g. Mercedes Benz/ VW 6/7 seator Van h. Mercedes Benz Mini Bus (15 seator) e. Mercedes Benz Bus (30 seator) | | Evaluation will be done as per criteria listed in Annexure- III |
| c) | Number of Ministries/ Embassies to which service has been provided (Attach letter of Recommendation from concerned Institution/ References/ Bank Proof Statement) | | |
| d) | Years of experience solely in field of providing vehicle services (Attach relevant proof) | | |
| e) | Previous Experience with Embassy of India, Berlin | Yes/No (Please give details) | |
| f) | Availability of English Speaking Chauffeurs | Yes/No | |

(Signature)

(Stamp)

Place:

Date:

Proforma for Financial Bid

| Vehicles | Airport Transfer (TXL/SXF /BER) | Hourly Rates Along with minimum Hours to hire | Rates for Addlhrs | Night Charges if any | Weekend Charges if any | Out of city trips per hour Rate |
|----------------------------------|--|--|--------------------------|-----------------------------|-------------------------------|--|
| Mercedes Benz E class | | | | | | |
| Mercedes Benz S class | | | | | | |
| Mercedes Benz 6/7 Seater van | | | | | | |
| Mercedes Benz Mini bus 15 Seator | | | | | | |
| Mercedes Benz Bus | | | | | | |

Rates to be inclusive of all Charges (VAT, Mileage, service etc).

No request for additional charges will be entertained.

(Signature)

(Stamp)

Place:

Date:

Penalty levied for Irregularities

| Sl. | Problem | Penalty |
|----------|---|--|
| 1 | Late Arrival | |
| | By 10 minutes | € 50 |
| | Between 10-30 minutes | € 100 |
| | 30 minutes and beyond or does not turn up | -An amount equivalent to charges of 8 hours would be deducted -A taxi will be hired for the day and payment for the same will be borne by the company |
| 2 | Attire of the Chauffeur | Depending upon degree of inappropriateness |
| | Inappropriate | € 50. |
| | Very inappropriate | The Chauffeur with the vehicle will be sent back and a penalty of € 200 - will be imposed. A taxi will be hired for the day and payment for the same will be borne by the company |
| 3 | Un-clean vehicles or seat cover/ smell in the vehicle | € 100 for first day € 200 per day for 2 nd consecutive day and beyond |
| 4 | AC / Heating not working/ malfunctioning | Another vehicle to be provided in an hour's time. |
| 5 | Breakdown en-route | Another vehicle to be provided in an hour's time. |
| 6 | Recurrent malfunctioning /Dissatisfactory vehicle Condition | Another vehicle to be provided in an hour's time. |
| 7 | Chauffeurs Poor English speaking knowledge/ Knowledge of city | Another Chauffeur to be provided in an hour's time. |
| 8 | Chauffeur's behaviour | If any misbehaviour is reported, the Chauffeur will |

| | | |
|----|--|---|
| | | have to be changed by the contractor. If the company does not change the Chauffeur in 2 hours of time, the vehicle will be sent back and a taxi would be hired, payment of which will be borne by the contractor, along with a fine of € 200. |
| 10 | Irregularities such as overwriting, forged entries etc, in the log book(to be maintained in prescribed format) | Embassy also has the discretion to terminate the contract along with forfeiture of performance security/ blacklisting of the agency. |

Section 4: Terms and Conditions for Empanelment

4.1 Terms and Conditions for Contract

- i. The successful bidder (hereafter referred to as “Contractor”), will have to enter into an agreement with Embassy for three years w.e.f. the date of implementation of the contract. Embassy reserves the right to cancel the agreement at any time without assigning any reason thereof and the contractor shall have no right to contest against the said decision of the Embassy.
- ii. The rates once quoted and approved will be valid for a period of three years w.e.f. the date of signing the contract. No request for revision of rates will be entertained during this period.
- iii. The agreement can be terminated at any time by giving three months’ written notice by the Embassy or three months’ written notice by the contractor(s) without assigning any reasons and the decision of the Embassy shall be binding on the latter. No claim for compensation/loss/revenues due to such decision shall be entertained.
- iv. Before issuing the work order/signing of contract with successful bidder, Embassy has the right to check/verify the credentials of the transporter/company. A copy of the (i) Company registered License, (ii) Tax identification number (iii) Liability Insurance papers (iv) valid Road permits must be submitted to Head of Chancery. If the credentials/ documentation of the transporter is not found satisfactory, the bid will be cancelled.
- v. After award of the contract, if the contractor fails to provide the required number of vehicles, the agreement is liable to be cancelled along with other consequential actions such as blacklisting as deemed appropriate.
- vi. The Embassy may at any time terminate the agreement by giving written notice to the company/transporter, without any compensation, if the company/transporter becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the Embassy.

4.2 Adherence to Local Laws

- i. The Contractor(s) should abide by and comply with all statutory requirements and provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Contract Labour Act and other Labour/Laws/Acts/Rules in force from time to time at their own cost. In case the Company or its owner is found to be violating any such statutory provision under Labour Laws or any other law, it would constitute sufficient ground for consideration of immediate termination of the contract.
- ii. The Contractor shall indemnify Embassy against all other damages/charges for which Embassy may be held liable or pay on account of the negligence of the Company or their Chauffeur or any person under their control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. Embassy shall not be responsible financially or otherwise for any injury to the Chauffeur or person deployed by the Company or for any loss, damage to the car or any other car during the course of performing the duties.
- iii. Any additional requirements arising under the contract due to change in traffic regulations, rules and byelaws by local Government shall be the sole responsibility of transport company bidding and shall be suitably met by it to ensure unhindered service to the Embassy.

4.3 Conduct and Responsibilities of Chauffeurs

- i. The vehicles and the chauffeurs provided by the Contractor(s) shall work under the overall supervision of the Embassy.
- ii. The Contractor(s) have to ensure that all necessary documents (Registration certificate, Insurance papers, TÜV etc. are available with the chauffeurs, at all times.
- iii. In view of security considerations, dedicated cars and chauffeurs with proven integrity must be provided. Security clearance from the police authorities in respect of each Chauffeur should be furnished. The Company shall provide the name, address, mobile number and photocopy of driving license of each Chauffeur deployed.

- iv. The chauffeurs of the cars provided must follow traffic rules and other regulations prescribed by the local Govt. from time to time for regulating traffic in Germany.
- v. Chauffeurs should be familiar with all important places in respective city and chauffeur must hold a valid passenger transportation license (P-Schein). Chauffeurs must be thoroughly briefed and trained about working style of Embassy and shall be advised to demonstrate courteous behaviour at all times.
- vi. The names and full addresses with mobile numbers of the chauffeurs, who will attend the duty, should be furnished as and when deployed. A 24 hrs helpline number of the company should also be provided.
- vii. Any change in cars or chauffeurs will be allowed only in exceptional circumstances and that too with prior information/approval of the Embassy.
- viii. No additional charges will be borne by Embassy in respect of Chauffeurs under any circumstances.
- ix. Embassy reserves the right to terminate the services of the Company on account of complaints received about alleged misconduct or discourteous behaviour of chauffeurs.

4.4 Maintaining of Log Books

- i. All the cars should be provided with duty slips/ log books. Car engaged for duty must be certified by the users indicating clearly the kilometer reading and time of arrival for duty and end of duty on duty slips/log books. The Chauffeur should be able to maintain the same with proper care. The bills submitted to the Embassy at the time of settlement should clearly provide the above slips. Failure to do so will also lead to summary rejection of those bills.
- ii. The Companies shall maintain log book properly. Wrong recording of cars usage timings, overwriting of summary/ log sheet may lead to cancellation of contract.

- iii. Embassy reserves the right to conduct checks or verify the mileage meters and other records. Embassy also reserves the right to terminate services of the contractor/firm due to failure on their part to comply with this requirement.

4.5 Maintenance and upkeep of Vehicles

- i. The cars provided to Embassy should be insured comprehensively.
- ii. All the cars to be provided to this Embassy should not be later than 2017 model and black in colour. The interior of the cars should be neat and clean and should have leather upholstery.
- iii. The cars provided on hire must be regularly serviced and all the accessories should be in perfect working condition at all times. A/Cs and/or Heating systems should be in proper working condition during the respective seasons. On breakdown company should provide alternative vehicle. They should be in a position to substitute/ replace or arrange extra car at short notice.
- iv. First aid box, umbrella and water bottles are to be provided in each vehicle.
- v. The vehicles should be fitted / provided with – First aid box, clean seat covers, Music system, Reading Lamp, Tissue Paper, Car Perfume, Mobile Chargers, Seat Belt (Front/Rear), 2 Umbrellas and 4 water bottles of 500 ml each.

4.6 Legal Jurisdiction

- i. If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved through mutual consultations, the Courts in Delhi shall have exclusive jurisdiction. The agreement shall be governed and interpreted in accordance with the laws of India.

- ii. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

- iii. The services of any Company which fails to comply with any of the conditions stipulated above will be liable to be terminated immediately without any notice at point of time during the currency of the contract. Incorrect claims and misrepresentation of facts shall render the Company to be disqualified. The decision of the Embassy, as to whether terms and conditions were violated, shall be final.
