

TENDER INVITATION

Bids are invited from Shipping Chandlers for providing provision to the Indian Naval Ships visiting Omani Ports ie Port Sultan Qaboos, Port of Salalah and Port of Duqm.

The Chandlers are required to submit **technical and financial bids in two separate sealed envelopes**. Details of services sought & technical evaluation criteria can be collected from the Embassy of India, Muscat at the following address during any working day from 10 AM to 5 PM or by visiting Embassy of India website: www.indemb-oman.gov.in/tenders.php. The bids are to be forwarded to Embassy of India, Defence Wing, Muscat, to reach latest by 1500 hrs on 24 Feb 2019.

Tender opening for Technical Bids will be opened on 26 Feb 2019 at 1100 Hrs and Financial Bids will be opened on 03 Mar 2019. Bids received after due date will not be considered.

Price bids of only those bidders who qualify in the Technical Bid evaluation would be considered for Financial Bids opening.



**Defence Attaché,
Defence Wing,
Embassy of India
PB No 1727, PC 112
Diplomatic Area
AL Khuwair, Muscat
Oman**

REQUEST FOR PROPOSAL
EMBASSY OF INDIA, MUSCAT

**Invitation of Bids for providing Chandelling Services to
Indian Naval/ Indian Coast Guard Ships in Oman**

Request for Proposal (RFP)

**No. DA/317/Visits Dated 27 Jan 2019
(RFP for Indian/Foreign Vendors)**

1. Bids in sealed cover are invited for items listed in Part II of this RFP. Please super scribe 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: Defence Attache, Muscat.

(b) Postal address for sending the Bids:

**Defence Attache,
Defence Wing,
Embassy of India
PB No 1727, PC 112
Diplomatic Area
AL Khuwair, Muscat
Oman**

(c) Name/designation of the contact personnel:

Capt (Navy) N Hariharan, Defence Attaché

(d) Telephone numbers of the contact personnel:**+96824684533.**

(e) e-mail ID of Defence Wing, EoI, Muscat:**omdamus@navy.gov.in**

(f) Fax number: **+968-24684535.**

3. This RFP is being issued with no financial commitment and the **Embassy** reserves the right to change or vary any part thereof at any stage. **Embassy** 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 **Company**. The **Company** should have adequate experience in providing ship agency services in the past and must provide the following documents as a part of the bid:

(a) Detailed profile including available technical expertise and the past experience of executing similar types of providing ship handling services to GoI establishments/ Indian missions / other Omani Governmental Organisations / establishments.

(b) Details of the financial background of the Company.

(c) Details of the contracts executed with GOI establishments/Indian missions / Omani governmental agencies/Other Foreign Diplomatic Missions in Oman, if any in the past.

(d) Details of registration of company.

2. **Last date and time for depositing the Bids.** Last date and time for receipt of Tender is **24 Feb 2019 at 1500 Hrs.** Bids in sealed covers superscripting the Tender Enquiry reference and Tender Opening Date are to 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 No and Due Date of opening and reach the Defence Wing, Embassy of India, Muscat by the due date and time. The responsibility to ensure this lies with the Bidder.

3. **Manner of submitting the Bids.** Sealed Bids should be handed over to Defence Wing, Embassy of India, Muscat, 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.

**Defence Attaché,
Defence Wing,
Embassy of India
PB No 1727, PC 112
Diplomatic Area
AL Khuwair, Muscat
Oman**

4. **Time and date for opening of Bids.** T-Bids shall be opened at **1115Hrs on 26 Feb 2019. The Technically Qualified Bids shall be opened on 03Mar 2019 at 1115 Hrs.** 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 Embassy.

5. **Place of opening of the Bids.** Bids shall be opened in the conference room at Embassy of India, Muscat by Defence Attaché in the presence of a Board of Officers. The Bidders may depute their representative, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to absence of a representative.

6. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad with complete postal & e-mail address of their office.

7. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the client in writing about the clarifications sought.

8. **Withdrawal of Bids.** A bidder may withdraw his bid after submission if the client 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. 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.

9. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Client 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.

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

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

12. **Technical Capability Criteria.**

(a) The bidder must be a registered Company/firm/agency. The details of the company/Agency to be submitted along with the company brochure.

(b) Should be able to provide fresh and dry **provisions within Ports located in Oman.**

(c) Minimum **three years** experience in providing provisions to Warships (to include Sail Ship, Warships, Submarines and Aircraft Carrier).

(d) Should have its **own /arrange to provide provision to various ports.**

(e) Provide details of the countries/ navies to which such services are being provided currently.

(f) Should be able to sign contract with the Indian Embassy for providing the services being promised for a period of one year.

(g) Financially capable to do advance payments for all arrangements and subsequently raise the invoices for settlement with Embassy of India.

(h) Must be registered with the Port Authorities in Oman and have good liaison with the Port Authorities to facilitate administrative arrangements. Proof of registrations to be provided.

Part II – Essential Details

Scope of Work. Scope of work is as follows:

(a) The Consolidated list of likely provisions required to be provided to the visiting **IN** ships are placed at Enclosure. All items in the enclosure are to be quoted in OMR indicating clearly the unit cost (i.e. per ltr/per kg/per unit).

(b) The ship handling agency should provide all provisions to Indian Navy/Indian Coast Guard ships visiting Oman in proper time and deal with all port formalities in accordance with port authorities' requirements and other officials, during entry and exit of Indian Navy/Indian Coast Guard ships.

(c) The payment guarantor to all the services availed by the Indian Navy/Indian Coast Guard ships will be Embassy of India, Muscat.

(d) The ship handling agency has to obtain from the Commanding Officer of the Indian Navy/Indian Coast Guard ships, in written form duly signed in all the Invoices and the Delivery Acceptance Act for all the supplied provisions by the Agency.

(g) The agency fee will be the fee agreed upon in the Commercial Offer and will be re-tendered on a yearly basis.

(h) The service provided to **Indian Navy/Indian Coast Guard** ships and the terms and conditions agreed upon are confidential and should not be disclosed to any third party without the consent of the "Principal".

(j) The legal address and the bank details of the ship handling agency are to be quoted clearly in the Commercial Offer.

(l) **Inspection/Acceptance/Rejection.** The Commanding Officer of *IN* Ship/ICG Ship being the end user, will be the final inspecting authority and will have all right to reject the provisions if found unsuitable/different from the initially agreed upon between the Principal and the agent. The agent shall not charge or be paid for provisions rejected, and such provisions shall be removed and replaced by the agent at agent's own expense. The agent shall not charge or be paid for provisions rejected as above, and such provisions shall be removed by the agent at once and at the agent's own expense. The agent shall neither claim nor be entitled to payment for any damage that rejected provisions may suffer from cutting, tearing or any other harm incidental to full and proper examination and test of such provisions.

(p) **Delivery period.** The tentative ETA of Indian Navy/Indian Coast Guard ships (Place and Duration will be intimated). Any change in ship's programme will be intimated by the Principal without any delay. Services contracted should be provided during the period of the ship's stay.

(q) In case of unsatisfactory service the Principal reserves the right to withhold payments either part or in full.

Part III – Standard Conditions of RFP

1. 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. Company in the Contract) as selected by the Client. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under 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 performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence.** The Company 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 Client 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 Company 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 Company 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Client to cancel the contract and all or any other contracts with the Company and recover from the Company the amount of any loss arising from such cancellation. A decision of the Client or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Company. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Company towards any officer/employee of the Client or to any other person in a position to influence any officer/employee of the Client for showing any favour in relation to this or any other contract, shall render the Company to such liability/ penalty as the Client may deem proper, including but not limited to termination of the contract, imposition of penal damages, and forfeiture of refunds of the amounts paid by the Client.
5. **Agents / Agency Commission.** The Company confirms and declares to the Client that the Company is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Company; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Company agrees that if it is established at any time to the satisfaction of the Client that the present declaration is in any way incorrect or if at a later stage it is discovered by the Client that the Company has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Company will be liable to refund that amount to the Client. The Company will also be debarred from entering into any supply Contract with the Government of India for a

minimum period of five years. The Client will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Company who shall in such an event be liable to refund all payments made by the Client in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Client will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Client that the Company has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Company, on a specific request of the Client, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Client/ Company, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Termination of Contract.** The Client shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than **05 days** after the scheduled date of providing the services.

(b) The Company is declared bankrupt or becomes insolvent.

(c) The Client has noticed that the Company has utilised the services any Indian/Foreign agent in getting this contract and paid commission to such individual/company etc.

(d) As per decision of the Arbitration Tribunal.

9. **Notices.** Any notice required or permitted by the contract shall be written in English and may be delivered personally or may be sent by Email, FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

10. **No Revision of Rates.** Rates accepted are fixed throughout the currency of contract and there will be no scope for upward revision of rates under any circumstances.

11. **Fall Clause.** In the event of a dip in the market rates of the items, when compared with the contracted rates, revision of the rates be carried out mutually with the agent and Principal else the Principal has the right to short close the contract with seven days notice to the agent.

12. **Amendments.** No provision of present Contract shall be changed or modified in any way (except in the case of the Fall Clause) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

Part IV – Special Conditions of RFP

1. 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. Company in the Contract) as selected by the Client. Failure to do so may result in rejection of Bid submitted by the Bidder.
2. **Payment Terms.** The applicable payment terms are indicated below:
 - (a) The payment will be made in OMR by Bank Transfer.
 - (b) The payment will be made at actual based on the chandelling services provided and signing of the Delivery Acceptance by the Commanding Officer of *IN Ships*, within 45 bank days from the date of departure of the ships and on receipt of the Original Invoices at the Embassy of India, Muscat.
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 **05 (five) 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.
4. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The ship handling agency guarantees to meet the specifications as per Part-II of the RFP.
5. **Inspection Authority.** The Commanding Officer of Indian Navy/Indian Coast Guard ships being the end user, will be the final inspecting authority and will have all right to reject the services if found unsuitable/different from the initially agreed upon terms and conditions between the Principal and the Chandelling agency.

Part V – Evaluation Criteria & Price Bid issues

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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder.
- (c) The Bidders are required to spell out the rates of Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so.

**SCOPE OF WORKS/SERVICES FOR THE TENDER INVITED FOR
PROVIDING SERVICES TO THE VISITING
INDIAN NAVAL/INDIAN COAST GUARD SHIPS
TO OMAN COMMENCING 01 APR 2019**

**TECHNICAL REQUIREMENTS FOR THE TENDER INVITED FOR THE VISITING
INDIAN NAVAL SHIP TO OMAN COMMENCING 01 APR 2019**

1. Executive Summary.
2. Service Price.
3. Costing Process.
4. Organisation Profile-
 - Overview.
 - Detailed Information.
 - Full legal name.
 - Registration Number and details (Proof of Registration.
 - Contact Person (Name & Designation)
 - Telephone, Facsilime and email contact details.
 - Employee profile.
 - Complete Address, including Registered Office/Corporate Office/Head Office Company.
 - Website address of the Company which give details of the Company including outsourcing activities
 - Company Brochure
 - Past experience of executing similar types of Ship Chandelling services to GoI establishments.
 - Copies of the contracts executed with GOI establishments/ Indian missions/Omani Govt agencies/other foreign diplomatic missions in Oman, if any, in the past.
 - Experience in providing Ship Chandelling Services to Warships (to include Sail Ship, warship, Submarines and Aircraft Carrier.
 - Provide details of the countries to which ship chandelling services being provided currently with details of number and type of ships handled in last three years.

Enclosure 2

**RECORD OF PROVISIONS ITEMS AND QUANTITY DEMANDED FOR IN/ ICG SHIPS AT
OMAN PORTS IN THE FINANCIAL YEAR 2018-19**

Ser	Descriptions - Provisions	Unit	Price In OMR	Remarks
1.	Cauliflower	Kgs		
2.	Cabbage	Kgs		
3.	Tomato Red	Kgs		
4.	Capsicum Green	Kgs		
5.	Capsicum Red	Kgs		
6.	Capsicum Yellow	Kgs		
7.	Carrot	Kgs		
8.	Brinjal/ Egg Plant	Kgs		
9.	Lime/ Lemon	Kgs		
10.	Cucumber	Kgs		
11.	Green Chilly	Kgs		
12.	Ginger	Kgs		
13.	Bottle Gourd	Kgs		
14.	Lady Finger	Kgs		
15.	Fresh Beans	Kgs		
16.	Green Peas	Kgs		
17.	Beet Root	Kgs		
18.	Mushroom	Kgs		
19.	Potato Fresh	Kgs		
20.	Onion	Kgs		
21.	Broccoli	Kgs		
22.	Iceberg	Kgs		
23.	Lettuce	Kgs		
24.	Coriander	Kgs		
25.	Spinach	Kgs		

26.	Spring Onion	Kgs		
27.	Mint Fresh	Kgs		
28.	Pumpkin	Kgs		
29.	Radish	Kgs		
30.	Apple Red	Kgs		
31.	Grapes	Kgs		
32.	Pears	Kgs		
33.	Kiwi	Kgs		
34.	Pomegranate	Kgs		
35.	Orange	Kgs		
36.	Guava	Kgs		
37.	Water Melon	Kgs		
38.	Musk Melon	Kgs		
39.	Banana	Kgs		
40.	Dragon Fruit	Kgs		
41.	Avocado	Kgs		
42.	Strawberry	Kgs		
43.	Plum	Kgs		
44.	Mango	Kgs		
45.	Sweet Lemon (Musambi)	Kgs		
46.	Tangerine	Kgs		
47.	Pineapple	Kgs		
48.	Butter Fresh Salted	Kgs		
49.	Milk Tetra (Cow)	Litres		
50.	Refined Flour (Maida)	Kgs		
51.	Wheat Flour (Atta)	Kgs		
52.	Gram Flour (Besan)	Kgs		
53.	Semolina Suji	Kgs		
54.	Basmati Rice	Kgs		
55.	Sugar	Kgs		

56.	Chicken Frozen	Kgs		
57.	Mutton	Kgs		
58.	Eggs	Nos		
59.	Fish Fresh Surmai/ Pomphret	Kgs		
60.	Bread White/ Brown Slice	Kgs		
61.	Brown bread	Kgs		
62.	Lentil	Kgs		
63.	Chick peas	Kgs		
64.	White Beans	Kgs		
65.	Moong Beans	Kgs		
66.	Multipurpose Flour	Kgs		
67.	Long Grain Rice	Kgs		
68.	Basmati Rice	Kgs		
69.	Gram Pulses/ Dal	Kgs		
70.	Red Kidney Beans	Kgs		
71.	White Kidney Beans	Kgs		

Note :-

(a) Additional charges/ Agency Fees are to be reflected. These figures will also be reflected in the final contract.

(b) Quarterly progress report to be submitted on port calls by Indian Navy/ Indian Coast Guard Ships in Oman to Embassy. The report should indicate name of ship, port of call, dates of call, ATA &ATD, final billing in OMR and any discounts, rebates or commissions received in sourcing non-fixed price items.