

TENDER INVITATION

Bids are invited from ship-chandelling agents for providing fresh and dry provisions to the Indian Naval Ships visiting Omani Ports ie Port Sultan Qaboos, Port of Salalah and Port of Duqm.

The agencies are required to submit **technical and commercial 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 03 Feb 2022.

Tender opening for Technical Bids will be opened on 08 Feb 2022 at 1100 Hrs and Financial Bids will be opened on 15 Feb 2022. 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**

Date : 03 Jan 2022

REQUEST FOR PROPOSAL
EMBASSY OF INDIA, MUSCAT

**Invitation of Bids for providing fresh and dry provisions to
Indian Naval/ Indian Coast Guard Ships in Oman**

Request for Proposal (RFP)

**No. DA/319/Visits Dated 03 Jan 2022
(RFP for Indian/Foreign Vendors)**

1. Bids in sealed cover are invited for items listed in Part II of this RFP. Companies bidding are required to submit technical and commercial bids in two separate sealed envelopes. Please super scribe the above-mentioned Title, RFP number, type of bid (technical or commercial) 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 Attaché, Muscat.

(b) Postal address for sending the Bids:

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

(c) Name/designation of the contact person:

Capt Nilesh Khokle, Defence Attaché

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

(e) e-mail ID : **omdamus@navy.gov.in**

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

3. This RFP is being issued with no financial commitment and the **Client** reserves the right to change or vary any part thereof at any stage. **Client** 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 logistics services to ships at ports in Oman in the past and must provide the following documents as a part of the technical 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) Copies of the contracts executed with GOI establishments/Indian missions / Omani governmental agencies/Other Foreign Diplomatic Missions in Oman, if any in the past.

2. **Last date and time for depositing the Bids.** Last date and time for receipt of Tender is **03 Feb 2022 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 commercial** should be sealed separately with clear indication and then both are to be subsequently 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 timely and complete submission of bids 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. Bids received after the due date and time 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.** Technical Bids shall be opened at **1100Hrs on 08 Feb 2022**. **The Commercial Bids of Technically Qualified agencies shall be opened on 15 Feb 2022 at 1100 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 Client.

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. Bidders may depute their representative, duly authorized in writing, to attend the opening of Bids on

the due date and time. Details of authorised representative along with identity proof and company authorisation is to be submitted to the DA's office at least 72 hrs prior to the date and time of opening the bids. This event will not be postponed due to absence of a representative or late submission of attendee details.

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 supply of provisions and associated services to Warships (to include Sail Ship, Warships, Submarines and Aircraft Carrier).

(d) Should have its **own /arrange to provide** dry and fresh provisions and preferably located at all the ports/in near vicinity. Provide details of stores and detachments, if any, located at various ports.

(e) Should have own /arrange to provide transport required for requisite services during the ship visits.

- (f) Provide details of the countries to which such services are being provided currently with details of number and type of ships handled in last three years.
- (g) Provide details on ship agency assets held to provision warships for more than one country at different /same port.
- (h) Should be able to sign contract with the Indian Embassy for providing the services being promised. The period of contract will be for one year.
- (j) Financially capable to do advance payments for all arrangements and subsequently raise the invoices for settlement with Embassy of India. Provide copies of last three years financial reports including Profit and Loss Account, Balance Sheet, Tax Statements etc.
- (k) 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

1. Technical details required to be submitted for evaluation of bids are elaborated at Enclosure 1.
2. **Scope of Work.** Scope of work is as follows:
 - (a) The Consolidated list of fresh and dry provisions items to be provided to the visiting *IN and Indian Coast Guard* ships are placed at Enclosure 2. **All items in the enclosure are to be quoted in OMR indicating clearly the unit cost (i.e. per kg/per ltr/per piece/per unit etc) for the duration of contract expected to commence from April 2022 for the contract period of one year.**
 - (b) The provisions supplier should provide supply of required fresh and dry provisions in proper time i.e. well within the period of stay and deal with all port formalities in accordance with port authorities' requirements and other officials, during port call of *Indian Navy/Indian Coast Guard* ships.
 - (c) The provisions supplier **should be able to provide quality and hygiene certificate of the fresh and dry provisions supplied for Indian Navy/ Indian Coast Guard Ships during port calls in Oman.**
 - (d) The payment guarantor to all the services availed by the *Indian Navy/Indian Coast Guard* ships will be Embassy of India, Muscat.
 - (e) The ship agency must obtain from the Commanding Officer of the *Indian Navy/Indian Coast Guard* ships, in written form duly signed in the Invoices and the Delivery Acceptance Act for all the supplied fresh and dry provisions supplied by the agency.
 - (f) The summary of fresh and dry provisions items 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".
 - (g) The legal address and the bank details of the ship handling agency are to be quoted clearly in the Commercial Offer.
 - (h) **Transportation.** The complete responsibility of safe delivery of required fresh and dry provisions items onboard the ship whilst berthed at Oman ports will lie with the supplying agency.
 - (j) The agency fee will be the fee agreed upon in the Commercial offer and shall not be subject to revision during the period of contract.
 - (k) **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 supplied fresh and dry 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 the provisions rejected, and such provisions shall be removed and

replaced by the agent at his own expense. The agent shall neither claim nor be entitled to payment of 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.

(l) **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. **All services contracted should be provided during the period of the ship's stay.**

(m) 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. **Period of Contract.** The period of contract will be for one year effective from the date of contract extendable to a maximum of three years in steps of one year each.
4. **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.
5. **Penalty for use of Undue influence.** The Company undertakes that it 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, 1986 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.
6. **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.

7. **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.

8. **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.

9. **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 beyond the period of Ship's stay in port after the scheduled date of providing the services.

(b) If the company repeatedly provides unsatisfactory service resulting in operational delays to the ship's movement.

(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.

10. **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.

11. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) 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 services provided and signing of the Delivery Acceptance Act by the Commanding Officer of *IN* Ships, within 45 business days from the date of receipt of the Original Invoices at the Embassy of India, Muscat.
3. **Force Majeure:**
 - (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) On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect. The notification will be referenced to orders regarding the Force Majeure event issued by the relevant Government (i.e., the Government of India or the Sultanate of Oman having jurisdiction over the location of the Force Majeure event that directly impacts performance of either Party's obligations under this Agreement).
 - (c) As soon as practicable following such notification, the Parties shall consult with each other in good faith and use their respective reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Agreement.
 - (d) In such circumstances the time stipulated for the performance of an obligation under the present contract may be extended correspondingly for the period of time of action of these circumstances and their consequences.
 - (e) 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.

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 provisioning agency.

Part V – Evaluation Criteria & Price Bids

1. **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 overall 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
SUPPLY OF PROVISIONS TO THE VISITING
INDIAN NAVAL/INDIAN COAST GUARD SHIPS**

**TECHNICAL REQUIREMENTS FOR THE TENDER INVITED FOR SUPPLY OF PROVISIONS
TO THE VISITING INDIAN NAVAL/ COAST GUARD SHIPS TO OMAN**

1. Executive Summary.
2. Costing Process.
3. Organisation Profile-
 - Overview.
 - Detailed Information.
 - Full legal name.
 - Registration Number and details. Copies of Certificates / Licenses [Trade License, Membership from Chamber of Commerce & Industry, Other Licenses, If Any]
 - Ownership details of the Company
 - Summary of Services or Products and Capabilities
 - Contact Person (Name & Designation)
 - Employee profile. Number of Employees [Contract & Permanent Staffs and nationality.
 - Complete Address, including Registered Office/Corporate Office/Head Office Company.
 - Company Brochure
 - Past experience of executing similar types of Ship Agency services to Govt 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 Agency Services to Warships (to include Sail Ship, warship, Submarines and Aircraft Carrier.
 - Provide details of the countries to which ship agency services being provided currently with details of number and type of ships handled in last three years.
 - Organization chart, Company Headquarters and its Head Office in Oman
 - Organization chart of Company's division across Muscat, DUQM & Salalah office with details technical personnel for handling
 - Company's resources (Facility and Transport Equipment)
 - Oman bank details.
 - Financial Information with copies of last 3 (Three) audited financial Statements and declaration that no arbitration and/or litigation with Client of Supplier(s) exist.
 - Company's HSE policy and procedure
 - Specify Company's HSE training program
 - Formal method of incident reporting

- Company's to submit HSE statistics of incidents during last five years including their Sub-Contractors.
- Professional Indemnity Insurance
- Third Party Liability Insurance
- Claim History for past 3 years

**LIST OF PROVISIONS ITEMS EXPECTED TO BE SUPPLIED TOIN/ ICG SHIPS AT OMAN
PORTS IN THE FINANCIAL YEAR 2022-23**

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.	Bitter Gourd	Kgs		
15.	Lady Finger	Kgs		
16.	Fresh Beans	Kgs		
17.	Green Peas	Kgs		
18.	Beet Root	Kgs		
19.	Mushroom	Kgs		
20.	Potato Fresh	Kgs		
21.	Onion	Kgs		
22.	Spring Onion	Kgs		

Ser	Descriptions - Provisions	Unit	Price In OMR	Remarks
23.	Broccoli	Kgs		
24.	Iceberg Lettuce	Kgs		
25.	Parsley	Kgs		
26.	Coriander	Kgs		
27.	Spinach	Kgs		
28.	Fenugreek	Kgs		
29.	Mint Fresh	Kgs		
30.	Pumpkin	Kgs		
31.	Radish	Kgs		
32.	Apple Red	Kgs		
33.	Grapes	Kgs		
34.	Pears	Kgs		
35.	Kiwi	Kgs		
36.	Pomegranate	Kgs		
37.	Orange	Kgs		
38.	Guava	Kgs		
39.	Water Melon	Kgs		
40.	Musk Melon	Kgs		
41.	Banana	Kgs		
42.	Dragon Fruit	Kgs		
43.	Avocado	Kgs		
44.	Strawberry	Kgs		
45.	Plum	Kgs		
46.	Mango	Kgs		
47.	Sweet Lemon (Musambi)	Kgs		

Ser	Descriptions - Provisions	Unit	Price In OMR	Remarks
48.	Pineapple	Kgs		
49.	Butter Salted	Kgs		
50.	Butter Unsalted	Kgs		
51.	Milk Tetra (Cow)	Litres		
52.	Refined Flour (Maida)	Kgs		
53.	Wheat Flour (Atta)	Kgs		
54.	Gram Flour (Besan)	Kgs		
55.	Semolina Suji	Kgs		
56.	Basmati Rice	Kgs		
57.	Rice Flour	Kgs		
58.	Sugar	Kgs		
59.	Chicken Frozen	Kgs		
60.	Mutton	Kgs		
61.	Eggs	Nos		
62.	Fish Fresh Pomphret	Kgs		
63.	Fish Fresh Surmai	Kgs		
64.	Bread White/ Brown Slice	Kgs		
65.	Brown bread	Kgs		
66.	Biscuits (Glucose)	Kgs		
67.	Cooking Oil refined	Ltrs		
68.	Dal Arhar	Kgs		

Notes :-

(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 Omanto 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.

(c) A client feedback Performa is to be obtained by the agency from the accepting authority and submitted to the Embassy along with invoice for settlement.