

REQUEST FOR PROPOSAL
EMBASSY OF INDIA, MUSCAT, OMAN

INVITATION OF BIDS FOR PROVIDING SERVICES TO INDIAN NAVAL/ INDIAN COAST
GUARD SHIPS IN OMAN

REQUEST FOR PROPOSAL (RFP) NO:- MUS/DA/109/ADM

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 and time of opening of the Bid onto 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 as follows :-
 - (a) Bids/queries to be addressed to: Defence Adviser, Muscat
 - (b) Postal address for sending the Bids: -

**Defence Adviser,
Defence Wing, Embassy of India
PB No 1727, P.C 112
Diplomatic Area, Al Khuwair
Muscat, Oman**
 - (c) Name/designation of the contact:- Capt N Hariharan, Defence Adviser.
 - (d) Telephone numbers of the contact:- **+968 24684533**
 - (e) E-mail ID of Defence Wing, Eol, Muscat:- da@indemb-oman.org
 - (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.

SECTION 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 Husbanding 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 husbanding services** to Government of India establishments/ Indian missions / other foreign Governmental Organisations/ establishments.

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

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

2. **Last Date and Time for Depositing Bids.** Last date and time for receipt of Tender is **04 Jan 16 at 1500 Hrs.** Bids in sealed covers superscripting the Tender Enquiry reference and Tender Opening Date are to be deposited with reception after due entry in mail register / reach by the due date and time. **Technical and financial bids should be sealed separately with clear indication and then put in one sealed envelope superscripting the Tender No.** The responsibility to ensure this lies with the Bidder.

3. **Manner of Depositing Bids.** Sealed Bids should be either handed over to **Reception, Embassy of India, Muscat** with an entry made in mail register 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 Adviser, Defence Wing,
Embassy of India
PB No 1727, P.C 112
Diplomatic Area
Al Khuwair, Muscat
Oman**

4. **Time and Date for Opening of Bids.** T-Bids shall be opened at **1100 Hrs on 06 Jan 16.** **The financial bids which have technically qualified shall be opened on 10 Jan 16** (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 office of Defence Adviser/ Eol, Board Room in the presence of BOO. 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 non-presence 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. **Technical Capability Criteria.**

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

(b) Should be able to provide **Ship husbanding services at Oman.**

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

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

(e) Should have own /arrange to provide transport required to be provided during the ship visit.

(f) Provide details of the countries to which ship husbanding services being provided currently with details of number and type of ships handled in last three years. This list would also be subjected to security clearance by the Board of

Officers at Embassy of India.

(g) Provide details on ship husbanding 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.

(j) Financially capable to do advance payments for all arrangements including fuel and logistics etc. and subsequently raise the invoices for settlement with Embassy of India.

(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.

(l) Adequate and well trained manpower for providing ship husbanding services. Provide proof of number of manpower held to handle minimum four ships at one time and requisite training of the manpower being employed by the company.

(m) Capability to provide services for all types of sail ships, warships, submarines and aircraft carrier including aircraft onboard ships.

(n) Capability to provide/ arrange for security services to the visiting ship /ships.

(p) In addition, the company/agency should also be able to provide under mentioned additional services :-

(i) Medical assistance.

(ii) Repairs of equipment onboard.

(iii) Collection/dispatch of spare parts ex India from the Customs on behalf of the Embassy of India/Ship.

(iv) Obtaining VISAs and clearances from customs to facilitate arrival/departure (repatriation) of personnel onboard.

(v) Administrative arrangements to organise receptions on board the ship including printing of cards.

(vi) Arrangement of Interpreters.

(q) Besides the above, additional services the company/agency can provide

from their side will be given due consideration.

SECTION – II

ESSENTIAL DETAILS- SCOPE OF WORK

1. **Scope of Work.** Scope of work is as follows:-
- (a) The Consolidated list of services required to be provided to the visiting **IN** ships are placed at Enclosure. **All items in the enclosure are to be quoted in Omani Rial indicating clearly the unit cost (i.e. per hour/per kg/per cubic metre/per tons etc).**
- (b) The ship husbanding agency should provide all services 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. Provide free onboard delivery of cash for payments made by Eol to the Ship.
- (c) **The ship husbanding agency should provide necessary assistance for customs and immigration clearance to IN ships and their crew.**
- (d) The ship husbanding agency should provide estimated cost for each of the services indicated at Enclosure. The final cost will be calculated at actuals as per the usage for each individual services by the **Indian Navy/Indian Coast Guard** ships. **Cost of services maybe shown separately for ports of Salalah, Muscat, and Duqm if in variance with each other.**
- (e) The payment guarantor to all the services availed by the **Indian Navy/Indian Coast Guard** ships will be Embassy of India, Muscat.
- (f) The ship husbanding 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 services by the Agency.
- (g) The agency fee will be the fee agreed upon in the Commercial Offer.
- (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 Eol.
- (j) The legal address and the bank details of the ship husbanding agency are to be quoted clearly in the Commercial Offer.
- (k) **Transportation.** The responsibility of safe movement of the ship's crew into and out of the port premises during the period of ship's stay at Oman will lie with the ship husbanding agency.

- (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 services if found unsuitable/different from the initially agreed upon between the Principal and the Ship husbanding agency.
2. The detailed anticipated category of Logistic Requirements is placed at **Enclosure**.

SECTION 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. **The contract may be extended for a period of one year up to two times if mutually agreed by both parties under 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, 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, forfeiture of the Bank Guarantee and refund of the amounts paid by the Client.
5. **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.

6. **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 of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(d) As per decision of the Arbitration Tribunal.

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

8. **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.

9. **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 Ship husbanding agency.

SECTION IV

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.

Enclosure to MUS/DA/109/Adm
dated ____ Nov 15

QUOTATION

Name of Agency : _____

Name of Country : _____
(Separate bids for Muscat, Salalah and Duqm)

Ser	Service per vessel	Amount (in local currency)
1.	<u>Agency Fees per day per unit</u>	
2.	<u>Port Dues</u>	
(a)	Harbour dues per day thereafter	
(b)	Pilotage in/out	
(c)	Tug hiring per day/unit	
(d)	Pilot Boat both entry and exit	
(e)	Fenders (Small, Medium, Large size)	
(f)	Gangway 20 Ft, 40 Ft & 60 Ft	
(g)	Crane /Fork Lift as per tonnage	
(h)	Fender mobilisation & demobilization charge per pair including if brought from out station.	
(j)	Gangway mobilization & demobilisation charge including if brought from out station	
(k)	Berthing & Unberthing Charges	
(l)	Berthing & Unberthing Charges (Public holiday)	
3.	<u>Transport Hiring (for 06, 08 & 12 hours separately)</u>	
(a)	Luxury car Mercedes/Volvo	
(b)	Saloon car (2-3 ltr)	
(c)	Saloon car (1.8-2 ltr)	
(d)	Saloon car (1.5 ltr)	
(e)	15 Seater bus	
(f)	25 Seater bus	
(g)	45 Seater bus	
(h)	50 Seater bus	

(j)	4WD (ie. Landcruiser/Prado)	
(k)	Percentage reduction in Transport Hiring Charges during Ramadan (Catering for 'driver's off' from 1700-2100), in case applicable	
(l)	Overtime rates	
4.	<u>Sewage Collection</u>	
(a)	2000 gallon per load	
(b)	5000 gallon per load	
5.	<u>Waste Oil Collection</u>	
(a)	2000 gallon per load	
(b)	5000 gallon per load	
6.	<u>Garbage Collection</u>	
(a)	Garbage Collection 2 ton truck per trip	
(b)	Garbage collection per skip	
7.	<u>Mobile phone/Internet rental for 24 hours.</u>	
(a)	With International facility (Call charges payable at actuals)	
(b)	Without International facility (Call charges payable at actuals)	
(c)	Internet Dongle charges per piece	
8.	<u>Crew Sign out/ Sign In</u>	
(a)	Agent Service Charge	
(b)	Immigration in/out Charge	
(c)	Any other charge if applicable	
9.	<u>Delivery of consignments onboard</u>	
(a)	Agent Service Charge	
(b)	Transportation cost from Airport to Seaport	
(c)	Custom gate in/out documentation charge	
(d)	Delivery Charges	
(e)	Loading & Unloading charge	
(f)	Cash Delivery Charges (preferably free)	

10.	<u>Force Protection (when required)</u>	
(a)	Hiring charge for 20 Ft Container per day	
(b)	Hiring charge Drop Arm Barrier per day	
(c)	Hiring charge of security guard per day	
(d)	Mob and Demob of Containers and Barrier, cabin for security guard.	
(e)	Cost of hiring cabin of security guard	
(f)	Hiring charge of portable barricade/fencing for route control	
11.	<u>Medical Service</u>	
(a)	Service charge of agent rep escorting the patient.	
(b)	Transportation charge from ship to hosp and back.	
(c)	Any other miscellaneous charges	
12.	<u>Technical Services</u>	
(a)	Service charge of agent	
(b)	Transportation charges for supply of spares including if brought from abroad.	
(c)	Repair of machineries - commission	
(d)	Local purchase of items/spares -commission	