

HIGH COMMISSION OF INDIA, MAPUTO

TENDER INVITATION

Bids are invited from ship-chandelling agents for providing services and provisions to the **Visit of Indian Naval Ship INS Sujata from 19-21 March 2023**. The agencies are required to submit technical and financial bids in **two separate sealed envelopes**. Details of services/goods sought & technical evaluation criteria can be collected from the High Commission of India, Maputo at the following address during any working day from 10 AM to 5 PM or downloaded from the website <https://eprocure.gov.in>.

The bids are to be forwarded to Head of Chancery, High Commission of India, 167, Av,Kenneth Kaunda, 1100 hrs on 15th March 2023. Tender opening for Technical Bids will be on 15th March 2023 at 1100 hrs and Financial Bids will be opened on same day at 1200 hours in the Chancery, High Commission of India, 167, Av. Kenneth Kaunda, Maputo. 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.

**Head of Chancery
High Commission of India, Maputo
167, Av.Kenneth Kaunda, Maputo, Mozambique
hoc.maputo@mea.gov.in**

**Invitation of Bids for providing Services/goods to Visit of Indian Naval Ship
INS Sujata from 19-21 March 2023**

Request for Proposal (RFP)

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: Maputo
- (b) Postal address for sending the Bids:

**Head of Chancery
High Commission of India, Maputo
167, Av.Kenneth Kaunda, Maputo, Mozambique
hoc.maputo@mea.gov.in**

- (c) Name/designation of the contact personnel:

Sujit Biswas, Head of Chancery
- (d) Telephone numbers of the contact personnel: 21485703
- (e) e-mail ID:

hoc.maputo@mea.gov.in

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 **ship Chandler 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 Government of India's establishments/ Indian missions / other agencies of Government of Mozambique / establishments.
 - (b) Details of the financial background of the company.
 - (c) **Copies of the contracts executed with GOI establishments/ Indian missions / other agencies of Government of Mozambique / establishments. if any in the past.**
2. **Last date and time for depositing the Bids.** Last date and time for receipt of Tender is 15th March 2023 at 11:00hrs. Bids in sealed covers superscripting the Tender Enquiry reference and Tender Opening Date are to be deposited in the High Commission of India, Maputo / 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 deposited / reach by the due date and time.** The responsibility to ensure this lies with the Bidder.
3. **Manner of depositing the Bids.** Sealed Bids should be either dropped in in the High Commission of India 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.**

Head of Chancery
High Commission of India, Maputo
167, Av.Kenneth Kaunda, Maputo, Mozambique
hoc.maputo@mea.gov.in

4. **Place of opening of the Bids.** Bids shall be opened in the office of Head of Chancery, High Commission of India, 167 Av. Kenneth Kaunda, Maputo in the presence of member of tender committee and representative of bidders. The Bidders may depute their representative, duly authorized in writing, to attend the opening of Bids on the due date and time mentioned above. This event will not be postponed due to non-presence of your representative.
5. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad with complete postal & e-mail address of their office to the High Commission of India, 167 Av. Kenneth Kaunda, Maputo.
6. **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.
7. **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.
8. **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.
9. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary. Conditional tenders will be rejected.
10. **Validity of Bids.** The Bids should remain valid till 60 **Days** from the last date of submission of the Bids.

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 **Ship Chandling services at Maputo Port, Mozambique.**
- (c) Minimum **three years** experience in providing Ship Chandelling Services to Warships (to include Sail Ship, Warships, Submarines etc).
- (d) Should have its **own /arrange to provide** ship chandling 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 chandling services being provided currently with details of number and type of ships handled in last three years.
- (g) Provide details on ship chandelling assets held to provision Warships for more than one country at different /same port.
- (h) Should be able to sign contract with the High Commission of India, Maputo 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 High Commission of India, 167 Av. Kenneth Kaunda, Maputo. 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 Maputo, Mozambique 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 chandling services. Provide proof of number of manpower held to handle minimum three 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 helicopter onboard ships.
- (n) Capability to provide security services/protection to the visiting ship /ships. Provide details of security manpower and equipment held.

(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 in Maputo on behalf of the High Commission of India of India/Ship.
- (iv) Administrative arrangements to organise receptions on board the ship.

(q) Besides the above, additional services the company/agency can provide from their side will be given due consideration.

Part II – Essential Details

1. **Scope of Work.** Scope of work is as follows:

(a) The Consolidated list of services required to be provided to the visiting **INS** ships are placed at Annexure: I **All items in the enclosure are to be quoted in local currency or in US Dollar indicating clearly the unit cost (i.e. per hour/per kg/per cubic metre/per tons/per ltr etc).**

(b) The ship handling agency should provide all services to **Indian Navy** ships visiting Maputo 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** ships.

(c) **The ship handling agency should provide necessary assistance for customs and immigration clearance to IN ships and their crew.**

(d) The ship handling agency should provide cost for each of the services/items indicated at **Annexure I**. The final cost will be calculated at actuals as per the usage for each individual services/goods by the **Indian Navy** ships.

(e) The payment guarantor to all the services availed by the **Indian Navy** ships will be High Commission of India, Maputo.

(f) The ship handling agency has to obtain from the Commanding Officer of the **Indian Navy** 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** 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) **Supply of Fuel** . The ship handler should indicate in the technical bid that they will be able to supply the fuel as per specified in **Annexure: I**

(m) **Transportation**. The complete responsibility of safe movement of the ship's crew into and out of the port premises during the period of ship's stay at Maputo will lie with the ship handling agency.

(n) **Inspection/Acceptance/Rejection**. The Commanding Officer of *IN* 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 handling agency.

(p) **Delivery period**. The tentative ETA (19th March 2023) of ***Indian Navy*** ships, in Maputo. 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.**

2. The detailed anticipated category of Logistic Requirements is placed at **Annexure: I**

Part III – Standard Conditions of RFP

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.

1. **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.
2. **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.
3. **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.

4. **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.

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 delivery of services is delayed due to causes of Force Majeure by more than **05 Days** provided Force Majeure clause is included in contract.
- (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 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.

Part IV – Special Conditions of RFP

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.

1. **Payment Terms.** The applicable payment terms are indicated below:
 - (a) The payment will be made in US Dollar or **Mozambican metical** by Bank Transfer only.
 - (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 30 bank days from the**

date of departure of the ships and on receipt of the Original Invoices at the High Commission of India, Maputo .

2. **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.
3. **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.
4. **Inspection Authority**. The Commanding Officer of Indian Navy 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 handling agency.

Part V – Evaluation Criteria & Price Bid issues

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 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 SHIPS
TO MOZAMBIQUE FOR THE FINANCIAL YEAR 2022-23**

A number of Indian Navy/Indian Coast Guard Ships visit Mozambique . The average stay of the ships is 03 days. Quotes should include all the charges involved in providing following services/items to the visiting ships as per undermentioned Format.

BERTHING ASSISTANCE

SER	ITEM	REMARKS	Rates applicable only if Port is not providing exemption (US dollar Only)
1.	ETA	19 MAR 23	
2.	BERTHING ASSISTANCE	YES, AS PER PORT AUTHORITIES	
3.	PILOT	YES,	
4.	TUGS	YES, TWO TUGS	
5.	YOKOHAMA FENDERS (LARGE SIZE)	FWD YOKOHAMA TO BE 40M AFT OF STEM & AFT YOKOHAMA TO BE 70M AFT OF STEM	

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SER	ITEM	REMARKS	Rates (US Dollar Only)
6.	LSHFHSD	FUEL (LOW SULPHUR HIGH FLASH HIGH SPEED DIESEL) – 105 TONS <u>SPECIFICATIONS:</u> (A) APPEARANCE – FREE FROM WATER, SEDIMENT & SUSPENDED PARTICLES. (B) WATER CONTENT<0.05% BY VOLUME.	
7.	AVCAT	NIL	
8.	FRESH WATER	TONS PER DAY	

LOGISTICS

SER	DESCRIPTION	DENO	QUANTITY / REMARK	Rates (Mozambican metical)
9.	MILK TETRA	LTRS	600	
10.	POTATO	KGS	200	
11.	ONION	KGS	250	
12.	APPLE RED	KGS	100	
13.	APPLE GREEN	KGS	50	
14.	PEARS	KGS	60	
15.	POMEGRANATE	KGS	40	

16.	ORANGE	KGS	40	
17.	BANANA	KGS	40	
18.	STRAWBERRY	KGS	30	
19.	KIWI	KGS	40	
20.	CAULIFLOWER	KGS	40	
21.	CABBAGE	KGS	40	
22.	TOMATO RED	KGS	20	
23.	CAPSICUM GREEN	KGS	10	
24.	CAPSICUM RED	KGS	05	
25.	CAPSICUM YELLOW	KGS	05	
26.	CARROT	KGS	35	
27.	BRINJAL	KGS	30	
28.	LADY FINGER	KGS	30	
29.	ZUCCHINI RED	KGS	03	
30.	CHILLY GREEN	KGS	10	
31.	FRESH BEANS	KGS	40	
32.	ZUCCHINI YELLOW	KGS	03	
33.	ZUCCHINI GREEN	KGS	03	
34.	LIME FRESH	KGS	05	
35.	BROCCOLI	KGS	05	
36.	MUSHROOM	KGS	30	
37.	CELERY	KGS	03	
38.	SPINACH	KGS	03	
39.	EGGS	NOS	2000	
40.	FOWL 'D'	KGS	200	
41.	FISH POMFRET	KGS	40	
			TOTAL (Mozambican Metical)	

TRANSPORT AND MISCELLANEOUS

SER	ITEM	QUANTITY	REMARK	Rates (Mozambican metical)
42.	SUV	08	(A) 01 FOR COMMANDING OFFICER, HsOD AND OFFICER	
43.	MINI BUS (25 SEATER)	07	FOR SHIP'S COMPANY / SEA TRAINEES	
44.	NEWSPAPER	10	ENGLISH	
45.	MAGAZINES	05	ENGLISH	

46.	MOBILE PHONES WITH SIM CARDS	40	750 MINS OF INTERNATIONAL CALLING TO INDIA PER SIM / DAY	
47.	INTERNET	15 INTERNET DONGLES	FOR INTERNET WITH 50 GB PER DAY FOR TWO DAYS	
48.	GARBAGE FACILITY	YES	TWICE A DAY	
49.	SULLAGE COLLECTION FACILITY	YES	TWICE A DAY	
50.	DIVING ASSISTANCE	REQUIRED	UPON ARRIVAL	