

Title: Invitation of bids for providing Services to Indian Naval Ships at Vladivostok from Indian / Foreign Vendors.

**“Request for Proposal (RFP)
No. Vlad/120/01/2016 Dated June 2, 2016”**

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: **Consul General, Vladivostok**

(b) Postal address for sending the Bids:

**Consulate General of India
46, (4th floor), Verkhneportovaya Street,
Vladivostok, Russian Federation, 690003**

(c) Name/designation of the contact personnel: **Mr. R. B. Karjee (Consul General)**

(d) Telephone numbers : **+7423 2413920/33**

(e) e-mail id: hoc.vladi@mea.gov.in

(f) Fax number: **+7 (423) 2413956**

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 handler 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 Russian Governmental Organisations / establishments.

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

(c) **Copies of the contracts executed with GoI establishments/ Indian missions/RF governmental agencies /Other Foreign Missions in Russian Federation, if any in the past.**

2. **Last date and time for depositing the Bids:** Last date and time for receipt of Tender is **15/06/16 (dd/mm/yy) at 1700 Hrs.** Bids in sealed covers superscripting the Tender Enquiry reference and Tender Opening Date are to reach the given address 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 put in one sealed envelope superscripting the Tender Number 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 personally given at the **Reception, Consulate General of India, Vladivostok.** 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.

4. **Time and date for opening of Bids:** **Technical Bids shall be opened on 16/06/16 (dd/mm/yy) at 14:00 Hrs. The Financial Bid shall be opened on 16 /06 / 16 (dd/mm/yy) at 16:00 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 **Office of Consul General, Consulate General of India, 46, (4th floor), Verkhneportovaya Street, Vladivostok, Russian Federation, 690003.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/ technical clauses

quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of bidder's representative.

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

8. **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 not later than four days *prior to the date of opening of the Bids*.

9. **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 it and such signed confirmation should reach the Client not later than the deadline for submission of bids. 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.

10. **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.

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

12. **Validity of Bids:** The Bids should remain valid till **60 Days** from the last date of submission of the Bids.

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 Indian Navy Ships are placed at Annexure 1 and 2 respectively. **All items in the enclosure are to be quoted in Russian Rubles indicating clearly the unit cost (i.e. per hour/per kg/per cubic metre/per tons etc).**

(b) The ship handling agency should provide all services to Indian Navy Ships visiting Vladivostok 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 Indian Navy Ships and their crew.

(d) The ship handling agency should provide estimated cost for each of the services indicated at Enclosure 1 and 2. The final cost will be calculated at actuals as per the usage for each individual services by the Indian Navy Ships.

(e) The payment guarantor to all the services availed by the Indian Navy Ships will be Consulate General of India, Vladivostok.

(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.

(k) **Details of Indian Navy Ships visiting Vladivostok.** Three Indian Navy Ships will enter Vladivostok port. The tentative period of stay is four days with an Expected Date of Arrival on June 27, 2016. Out of which two ships will be berthed alongside at the Russian Naval Wharf and one Indian Navy Ship will be berthed at Vladivostok Civil Port. The tonnage of Indian Navy Ships and other details are indicated at Enclosure 1.

(l) **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 Vladivostok will lie with the ship handling agency. The ship handling agency should have prior experience and requisite security clearance from the Russian Navy for movement of personnel and goods from the Russian Naval Wharf and the same should mentioned clearly in the bid. The detailed transport requirements are indicated at Enclosure 1.

(m) **Inspection/Acceptance/Rejection:** The Commanding Officer of Indian Navy 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 between the Principal and the Ship handling agency.

(n) **Delivery period:** The Expected Date of Arrival of Indian Navy Ships to Vladivostok is 27 June 2016. The period of stay is from June 27, 2016 – July 1, 2016. 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.**

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. 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 offers 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.

4. 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.

5. 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.

6. 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.

7. 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.

(d) 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.

(e) As per decision of the Arbitration Tribunal.

8. **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.

9. **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:** Payment Terms will be different for **Indian** and **Foreign** firms. The applicable payment terms are indicated below:

(a) **For Indian Firms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. **45% of the overall estimated cost of all the services will be made as advance payment on receipt of the invoice from the ship handling agency. The balance 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 15 bank days from the date of departure of the ships and on receipt of the Original Invoices at the Consulate General of India, Vladivostok.**

(b) For Foreign Firms:

- i. The payment will be made in Roubles by Bank Transfer.
- ii. **45% of the overall estimated cost of all the services as per the contract, will be made as advance payment on receipt of the invoice from the ship handling agency.**
- iii. **The balance 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 15 bank days from the date of departure of the ships and on receipt of the Original Invoices at the Consulate General of India, Vladivostok.**

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.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than **6 (six) days prior to arrival of the *IN* ships at Vladivostok**, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 03 (three) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.
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 Naval 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 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.