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HIGH COMMISSION OF INDIA
NAIROBI

**INVITATION OF BIDS FOR PROVIDING SERVICES TO INDIAN
GOVERNMENT SHIPS IN KENYA (LAMU PORT)**

Bid submission start date : September 19, 2023 from 1500 hrs.

Bid submission end date : October 16, 2023 till 0900 hrs.

Validity of bids : 180 days

REQUEST FOR PROPOSAL
HIGH COMMISSION OF INDIA, NAIROBI

INVITATION OF BIDS FOR PROVIDING SERVICES TO INDIAN
GOVERNMENT SHIPS IN KENYA (LAMU PORT)

REQUEST FOR PROPOSAL (RFP) NO: - NBO/DA/622/Ship Visits

1. Bids in sealed cover are invited for items listed in Section 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: Head of Chancery, High Commission of India, Nairobi, Kenya in the address mentioned below.

(b) The postal address for sending the Bids:-

Head of Chancery
High Commission of India
260 , UN Crescent, Gigiri
Nairobi

(c) Name/designation of the Contact:- Mr. Rakesh Mohan
Head of Chancery

(d) Telephone number of contact:- +254-701464838
731801996

(e) E-mail ID:- hoc.nairobi@mea.gov.in

(f) E-mail ID for technical issues only:- danairobi@navy.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 come necessary at any stage.

4. The pre-bid meeting will be held at High Commission of India, UN Crescent, Gigiri, Nairobi, Kenya on 25.09.2023 at 1100 hrs.

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 Mission/ 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 Kenya and East Africa, if any, in the past.**

2. **Last Date and Time for Depositing Bids.** Last date and time for receipt of Tender is October 16, 2023. Bids in sealed covers super scripting the Tender Enquiry reference No. 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*** and is the responsibility to ensure this lies with the Bidder.

2.1. This tender document can also be downloaded from High Commission of India website: www.hcinairobi.gov.in. The tender should be submitted in **ONE SEALED ENVELOPE** in the following manner:

2.1. The first sealed cover should be superscribed 'Technical Bid' and should contain all relevant information showing compliance with the technical requirements listed in this document with all supporting documents. Product details shall also be indicated in technical bids. The financial bids would be opened in respect of those bidders, whose technical bids have been found meeting given eligibility conditions/ specification.

2.2. The second sealed envelope should be superscribed 'Financial Bid' and should contain the duly filled in proforma placed at Annexure-1. The financial bids should clearly mention the unit price, Rate (unit price x Quantity), any other expenditure, VAT and the total cost in US Dollars only. **The High Commission of India is VAT exempted by the Government of Republic of Kenya.**

2.3. Both the sealed covers should be placed in **ONE SEALED ENVELOPE** superscribed **"INVITATION OF BIDS FOR PROVIDING SERVICES TO INDIAN GOVERNMENT SHIPS IN KENYA (LAMU PORT) "**. This should be addressed to High Commission of India, UN Crescent, Gigiri, Nairobi and sent by post or hand delivered **latest by 16.10.2023 till 0900 hrs. All three envelopes should bear contact details of the company at the bottom left of the envelope.** The bids will be opened in the presence of the bidders or their authorised representatives at the High Commission of India, UN-Crescent, Gigiri, Nairobi at **1400 hrs. on 16.10.2023.** Tenders received after the due date and time or incomplete and conditional tenders shall not be accepted. Submission of more than one tender paper by a bidder for a particular work will render the bid liable for rejection.

3. Manner of Depositing Bids. Sealed Bids should be either handed over to Reception of High Commission of India, Nairobi with an entry made in mail register or sent by registered post at the address given below so as to reach by 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. Bid sent by FAX or e-mail will not be considered.

**Head of Chancery
High Commission of India
260 , UN Crescent, Gigiri
Nairobi**

4. Time and Date of Opening Bids. Technical bids shall be opened at **1400 Hrs on October 16, 2023.** Date of opening the Financial Bids will be intimated to those bidders who qualify at the technical bid stage. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/ suitable after Technical evaluation is done by the Client. (If due to any exigency, the due date for opening Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any day/time as estimated by the Client).

5. Place of opening of the Bids. Bids shall be opened in the Office of Defence Attache / earmarked place in High Commission of India, Nairobi. The Bidders may depute their representative, duly authorised 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 representatives. The bids will be signed by the tender committee and evaluated by a Committee of officers at High Commission of India, Nairobi.

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

7. Clarification Regarding Contents of 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 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

8. **Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Client prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for 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. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. To safeguard against bidder's withdrawing or altering its bid during the bid validity period, Bid Security (Earnest Money Deposit - EMD) amounting to **USD 6000/- (US Dollar Six Thousand only)** may be sent along with the quotations in the form of Account Payee Demand Draft, Banker's Cheque or Bank Guarantee with a date of forty-five days beyond the bid validity period. The financial bid and company profile will be evaluated by a board of officers in High Commission of India, Nairobi. The company quoting lowest and having good experience in providing Ship-husbanding/ Ship-handling services will be awarded the contract. Bid security of the unsuccessful bidders will be returned to them on or before 30 days after award of the contract. Bid security of the successful bidder will be returned on submission of the performance guarantee.

9. The company would be required to enter into one year contract (effective from the date of signing) with the High Commission of India, Nairobi for supplying contracted services / provisions at fixed price as per quotation and also assist in arranging non contracted services that may be sought from time to time based on requirement. Further, to ensure due performance of the contract, the successful bidder have to deposit 'Performance Security' amounting to **USD 15000/- (US Dollar Fifteen Thousand only)** in the form of Account Payee Demand Draft, Banker's Cheque or Bank Guarantee with a date of sixty days beyond the date of completion of all contractual obligations. The performance security is required to be deposited prior signing of contract or within 10 days after intimation of award of contract whichever is earlier. Bid security will be returned to the successful bidder on receipt of Performance Security. Performance Security will be forfeited and encashed by the High Commission of India, Nairobi in the event of breach of contract or deterioration of goods and services provided by the contractor.

10. **Clarification regarding content of 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 bid will be sought, offered or permitted. No post 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 rejection with forfeiture of EMD. Conditional tenders will be rejected. Bids received without EMD will be rejected.

12. **Validity of Bids.** The Bids should remain valid till 180 days from the last date of submission of the Bids. In the event that quotations for certain items may not remain valid throughout the envisaged contract period, the validity period of each such item/service must be clearly indicated.

13. Adequate details are to be provided to eliminate any ambiguity in the interpretation of the quoted price.

14. Payment for all contracted services as well as unforeseen services that may be sought from time to time would be paid by the High Commission of India within a month from the date of submission of invoices.

15. **Technical Capability Criteria.**

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

(b) Should be able to provide **Ship husbanding services at Port of Lamu.** Documents proof of this should be submitted within the bid .

(c) Bidder should have **Minimum three years experience** in providing Ship husbanding services to Warships.

(d) Bidder should preferably have **its own arrangements to provide** ship husbanding equipment. Provide details of stores and detachments if any, located at various ports.

(e) Should have own arrangements to provide transport requirement during the ship visit.

(f) Provide details of the countries to which ship husbanding services being provided currently with details of number and types of ships handled in the last five years. This list would also be subjected to security clearance by the Board of Officers at High Commission 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 High Commission of India for providing the services being promised.
- (j) Financially capable to advance payments for all arrangements including fuel and logistics etc. and subsequently raise the invoices for settlement with High Commission of India. Forward last three years audited Balance sheets and Profit and Loss statements.
- (k) Must be registered with Port Authorities in Kenya (LAMU) and have good liaison with Port Authorities to facilitate administrative arrangements. Proof of registration to be provided.
- (l) Adequate and well trained man power for providing ship husbanding services. Provide proof of number of manpower held to handle minimum of four ships at one time and requisite training of the manpower being employed by the company.
- (m) Capability to provide services for all types sail ships, warships, submarines including aircraft onboard ships.
- (n) Capability to provide/ arrange for security services to the visiting ship/ships.
- (p) Capability to provide Diving/ Sea Screening/ Underwater Berth Screening assistance to the visiting ship/ships.
- (q) Should be holding official bank account in Kenya or in India and provide the account details to High Commission of India, for the financial/ payment related transactions.
- (r) In addition, the company/ agency should also be able to provide under mentioned services.
 - (i) Medical Assistance.
 - (ii) Repairs of equipment onboard.
 - (iii) Collection/ dispatch of spare parts ex India from the Customs on behalf of the High Commission of India/Ship.
 - (iv) Obtaining VISAs and clearances from customs to facilitate arrival/ departure (repatriation) of personnel onboard.
 - (v) Administrative arrangements to organise receptions onboard the ship including printing of cards.

(vi) Arrangements for Public/ VIP delegation visits including gate pass and parking space.

(vii) Arrangement of Interpreters, if required.

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

16. Two-Bid System - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications mentioned at para 15 above bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP	Specification	Compliance to the RFP specifications – Yes/No	In case of non-compliance deviation from RFP to be specified in unambiguous terms

SECTION – II

ESSENTIAL DETAILS – SCOPE OF WORK/ SERVICES REQUIRED

1. Scope of Work/ Services Required

Scope of work/ Services required are as follows:-

- (a) The Consolidated list of services required to be provided to the *IN* Ships are placed at enclosure. **All items in the enclosure are to be quoted in USD** indicating clearly the unit cost (i.e. per hour/ per Kg/ per cubic meter/ per tons etc). Any item that has not been quoted should be indicated by NA/ No Quote.
- (b) The ship husbanding agency should provide all services to **Indian Government Ships** visiting Kenya (Port Lamu) in proper time and deal with all port formalities in accordance with port authorities' requirements and other officials, during entry and exit of **Indian Government Ships** ships. Provide free onboard delivery of cash for payments made by High Commission to the Ship.
- (c) The ship husbanding agency should provide necessary assistance for customs and immigration clearance to *IN* ship and their crew.
- (d) The ship husbanding agency should provide estimated cost for each of the services indicated at Enclosure. The financial cost will be calculated at actuals as per the usage for each individual service by the **Indian Government Ships** at **Port Lamu**.
- (e) The payment guarantor to all the services availed by the **Indian Government Ships** will be High Commission of India, Nairobi.
- (f) The ship husbanding agency has to obtain from the Commanding Officer of the **Indian Government Ships** 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 Financial Bid.
- (h) The service provided to the **Indian Government Ships** ships and the terms and conditions agreed upon **are confidential and should not be disclosed to any third party without the consent of the High Commission.**

(j) The legal address and the Bank details of the ship husbanding agency should be quoted clearly in the Commercial Offer. The Bank details quoted in the Commercial Offer should be a Bank in India or Kenya.

(k) **Transportation.** The responsibility of safe movement of ships' crew in and out of the port permissive during the period of ships stay at Kenya will lie with the ship husbanding agency.

(l) **Supply of Fuel.** Taking into consideration the volatile nature of the fuels prices, the Contractor will be required to submit at least *three* quotations obtained from reputed and established vendors, licensed by Energy and Petroleum Regulatory Authority (EPRA) and Kenya Revenue Authority (KRA) (valid on the date of supply) bunker suppliers or authorised and licensed fuel suppliers if supplied by truck, for the fuel to the Principal at least one week in advance of the ship(s) making port call. The Contractor will submit the original bills of Fuel providing company to the Principal.

(m) **Supply of Provisions.** The Client shall intimate the Contractor, the requirement for supply of fresh provisions (food and beverage items with quantities and date of supply) upon confirmation from the visiting vessel. The Contractor will assist the Client in procurement of necessary food and beverage provisions on competitive basis and supply to the vessel as per the projected requirements. To this end, the Contractor will be required to obtain at least *three* quotations from commercial suppliers and submit the same to the Principal for its approval prior arranging supply to the vessel on the date indicated.

(n) **Inspection/Acceptance/Rejection.** The Commanding Officer of *Indian Government 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 husbanding agency.

(p) **Non-contracted services.** The Contractor shall arrange for fixed prices with the relevant vendors on behalf of Principal for this Contract as set forth in Pricing Schedule. The Contractor will be given first opportunity to arrange all non-contracted services/ goods, based on the condition that competitive market prices will be sought by the Contractor. To get fair and reasonable prices for all non-contracted services/ goods amounting to **USD 300.00** and above in a single invoice, the Contractor will be required to arrange *three competitive* quotations and send it to the principal for approval. The discretion and decision of the Principal will be final in so far as the nomination of supplier for non-contracted services/ goods is concerned.

2. **Operations.** The Contractor will also maintain a centrally functioning Operations Centre (OPCEN) to ensure the information received from the ship is correctly and effectively communicated so that all necessary actions are taken expeditiously. OPCEN will also ensure that ship calling on port gets the required information on the Port of Call. OPCEN should act as a single POC for the Contractor on all operational matters. Contractor / OPCEN will advise the Principal on all prevailing rules and regulations in force in the Port of Call. OPCEN will handover communications to the local office at the appropriate time just prior to the Call. The Principal agrees to keep the respective OPCEN copied in all communications with the local offices.

3. **Contractor's Responsibilities.** Contractor shall arrange Husbanding Services and other supplies / services as requested by the Principal. Performance of the services includes providing for any line item(s) or portions thereof which may be required in accordance with the terms of this Contract at the fixed rates or Port Tariffs set out in Pricing Schedule. The quality of all services rendered shall conform to the highest standards possible in the industry. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade, or field. In the event where Chandler services and Fuel / Provision / non-scheduled item supply are arranged by different suppliers, the contractor would have the responsibility to coordinate port clearance for Fuel / Provision Supplier to access the ship. While the Fuel / Provision Supplier will liaise and coordinate with the Contractor regarding the time to arrive and provide relevant information for port clearance, the Contractor would act as main coordinator and ensure that there are minimum operational disruptions during provision of the services and fuel.

4. **Notification of Required Services.** Principal or the Vessel shall provide, via email/Fax, a copy of the LOGREQ (logistics requirements) message or other message directly to the Contractor at least 3 local working days (at the port of call) prior to the port call. The issuance of a LOGREQ shall constitute the placement of an order.

5. **Preliminary Arrangements.** Contractor shall arrange for any supplies and/or services ordered which are priced under Pricing Schedule. Contractor is responsible to procure, manage, and ensure timely delivery or performance of all supplies or services for and on behalf of the Principal which are ordered under this Contract. Contractor shall monitor the delivery of supplies and rendering of services to ensure performance meets the requirement of the Vessel.

6. **Berthing.** The Contractor will be responsible to liaise with the Port for provision of a suitable berth for the ship in case the ship is to be berthed in any port in Kenya. The Principal will be responsible to ensure that the Diplomatic Clearance is forwarded to the Contractor in sufficient time to facilitate the berth allotment request to Port.

7. **Clearing of Consignment.** The Contractor will clear the consignment with customs and deliver it onboard on the date of arrival of the consignment at the airport.
8. **Urgent Requirements.** The Contractor should assist the Principal during any exigency where there is an urgent requirement arising at short notice to the ships, like clearance of ship's critical spares, repatriation of crew etc. All such requirements will be construed as a firm order once a written confirmation is received from the principal via email or fax.
9. **Purchasing Supplies and Services.** When requirements exist for items not listed in Pricing Schedule, Contractor will be responsible for providing the requirements subject to its availability in the local market or time permitting, imported from the nearest available market. Contractor shall arrange the purchase of requirements from reliable sources. Approval of the Principal's Office shall be taken for all such supplies and/or services ordered which are not priced. All such purchases of items will be construed as a firm order once released in writing from the Principal to the Contractor.
10. **General Assistance.** Contractor shall assist with all official requirements of the Vessel associated with its port call, as requested by Principal or the Vessel, or their duly authorized representatives. Contractor may also be required to assist Principals' advance parties arriving in port prior to the Vessel's arrival with their logistics requirements. Contractor shall arrange for hotel rooms for advance planning teams or by request of the Principal.
11. **Liaison with Authorities.** Contractor will liaise with the Port Authorities for the arrangement of Tugs and Pilot as requisitioned by the Principal. The contractor should also ensure liaison with Port Authorities and Police of the port/concerned area for the security of the ships and the crew and smooth entry of guests/vehicles/stores to the ships.
12. **Exchange of Information.** An important requirement of services under this Contract is to ensure a prompt exchange of information between Contractor and the Principal. Contractor will keep the Principal or its designated representative informed of the status of delivery of supplies and services. Problems, delays in service, schedule changes, conflicts in schedule and any other questions encountered by the Contractor should be brought to the attention of the appropriate point of contact (Principal's Office / Vessel or its designated representative) as soon as possible. Intimation of problems / delays does not however alter, modify or nullify liability of the Contractor towards the Principal or the Vessel and its authorised representative as otherwise stipulated in the contract.

13. **Port Provided Service not Available.** In case an item that is normally provided by the port is not available with the Port, a certificate to the same effect is to be obtained from the Port Authorities and forwarded to the Principal. The cost of transporting, mobilizing/ demobilizing and handling charges whilst deploying and de-inducting this item should also be indicated clearly under the respective head of the pricing schedule.

14. **Transport.** The indicated cost of transport, if arranged through contractor, should be all inclusive and for trips. **Different rates may be quoted based on whether the vehicle would be required to leave city limits (for Diani/ Tsavo).** The drivers must have adequate communication skills to be able to communicate with the crew. Selection of drivers should cater to the political and cultural sensitivities of the Govt of India. In case of vehicle breakdown during employment, the Contractor must ensure availability of replacement vehicle within one hour. All vehicles should be air-conditioned, clean and in good material condition.

15. **Technical Support.** The Contractor will arrange Technical Support to the Ship/ships as requisitioned by the Principal. The Contractor will be required to arrange suitable technical expertise to advise the Principal on the scope of work, time of completion and cost estimate. The Contractor may also be required to procure spare parts as required by the Principal.

16. **Personnel.** All personnel employed by the Contractor to deal directly with the Vessel must speak and understand English and be able to discuss technical aspects of shipboard requirements and services available within the port. The Contractor's representative must be available (either in person or by phone) 24 hours a day, for the entire duration of the port call and shall have the ability and means at his disposal to be present on the Vessel, if required. In addition, a representative capable of dealing with any eventuality will need to be positioned at the berth daily from **0700 hrs till personnel return from shore or till 2359 hrs whichever is later.** Selection of personnel deputed for any service onboard or management of services for the vessel(s) of the Principal, shall be with consideration to the political and cultural sensitivities of the Govt of India.

17. **Confidentiality.** The Contractor will ensure that confidentiality is maintained to the highest level and information on the ship's arrival/departure is disseminated only on a need to know basis. The information that is required to be disseminated should be done with total discretion and without revelation of identity of the ship or its nationality. External agencies like the Port and sub-contractors should not be given any information on the identity of the ship/ships till the Diplomatic Note has been promulgated or with the approval of the Principal.

18. **Termination.** Termination of the Contract could be affected if the Principal observes deterioration in the quality of service. The complaint by the vessel would be

brought to the notice of the agent. The Principal will serve 30 days' notice prior termination of the contract.

19. The detailed anticipated category of Requirements is placed at **Enclosure**.

SECTION - 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 the signatures of both parties on the contract (Effective Date) and shall remain valid for a period of One (01) year. The Contractor will continue to support the requirement of the Principal in accordance with the terms and conditions in the existing Contract till the contract is renewed or terminated. **The contract may be extended for a period of one year up to three times if mutually agreed by both parties under contract.**

2. **Arbitration.** Disputes shall be settled in accordance with The United Nations Commission on International Trade Law (UNCITRAL). The venue of Arbitration shall be Delhi High Court, New Delhi, India.

3. **Penalty for use of Undue Influence.** The Contractor/ 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 Contacts or forbearing to do or for having done or forborne to do ant 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 favor or disfavor to any person in relation to the present Contract or any other Contract with Government of India. Any breach of aforesaid undertaking by the Company or any one employed by him or acting on his behalf (weather with or without the knowledge of the Contractor) 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 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 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 favor in relation to this or any other contract shall render the Company to such liability/ penalty as Client may deem proper, including but not limited to termination of the contract, imposition of penal

damage, forfeiture of the Bank Guarantee and refund of the amounts paid by the Client.

4. **Agents / Agency Commission.** The Contractor confirms and declares to the Client that the Contractor 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 Contractor; 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 Contractor 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 Contractor 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 Contractor will be liable to refund that amount to the Contractor. The Contractor 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 Contractor 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 Contractor 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 Contractor, 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, 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 cause not attribute to Force Majeure for more than 05 days after the schedule date of providing the service.

(b) The Company is decided bankrupt or become insolvent.

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

(d) As per the 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. **Transfer and Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

10. **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 date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

11. **Inspection Authority.** The Commanding officer of *Indian Government Ships* being the end user, will be the final inspection 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

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. Contractor in the Contract) as selected by the Client. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Fall Clause.** If the contractor reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract with the Client, at a price lower than that offered to the Client under extant contract, to any person or organisation during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract will be amended accordingly.
2. **Option Clause.** The Client has the option of requesting the Contractor to extend the term of the Contract for a minimum period of one year upto three times if mutually agreed by both parties at the rates prescribed in the effective Contract (in force).

SECTION - V

EVALUATION CRITERIA & PRICE BID ISSUES

Evaluation Criteria. The board 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) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Client with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be deducted upon the lowest price quoted by the particular Bidder.
- (d) 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 Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders.
- (e) Adequate details are to be provided to eliminate any ambiguity in the interpretation of the quoted price.

QUOTATION

Name of Agency : _____

Name of the Country : _____

	<u>Service required</u>	<u>Indicate unit rate</u>	<u>Amount in USD</u>
1.	<u>Agency fees per day per ship</u>		
2.	<u>Port services</u>		
(a)	Pilotage incl pilot boat (1 Pilot) (for in move)	Per 100 ton of GRT per move	
(b)	Pilotage incl pilot boat (1 Pilot) (for out move)	Per 100 ton of GRT per move	
(c)	Tugs (two) (for in move)	Per tug per 100 GRT	
(d)	Tugs (two) (for out move)	Per tug per 100 GRT	
(e)	Mooring (for in move)	Per move per 100 GRT	
(f)	Unmooring (for out move)	Per move per 100 GRT	
(g)	Berthing/ Docking	Per meter per hour	
(h)	Security dues	Per 100 GRT	
3.	<u>Harbour facilities</u>		
(a)	20 feet Brow/Gangway	Per gangway per day	
(b)	40 feet Brow/Gangway	Per gangway per day	
(c)	Mobilisation of brow (1 hr notice) (for placement of gangway)	Mob for 4 hours per brow (crane/ fork lift to be available for min 4 hours) or Lump sum	
(d)	Demobilisation of brow (1 hr notice) (for removal of gangway)	Demob for 4 hours per brow (crane/ fork lift to be available for min 4 hours) or lump sum	
(e)	Yokohama fender small	Per fender per day	
(f)	Yokohama fender medium	Per fender per day	
(g)	Yokohama fender large	Per fender per day	
(h)	Mobilisation of fenders	Prior arrival of ship – per fender or lump sum	
(i)	Demobilisation of fenders	Post departure of ship – per fender or lump sum	
(k)	Garbage removal	Per trip (2 ton truck)	
(l)	Garbage removal	Lump sum per day per ship	
(m)	Sullage removal	Per trip	
(n)	Sullage removal	Lump sum per day	
(p)	Sewage/ Waste Oil	2 tons per load	
(q)	Berth preparation	Cleaning along length of berth and in vicinity; jetty stem & stern markers to be	

	<u>Service required</u>	<u>Indicate unit rate</u>	<u>Amount in USD</u>
		set on arrival	
(r)	Hurricane Hawzers hire charges including rope handling for 02 sets per day	Per day	
<u>Logistics services</u>			
4.	Fresh Water (as per actuals)	per ton	
5.	<u>Security services</u>		
(a)	Hiring of empty containers	Per 20 TEU per day	
(b)	Container mobilisation (for placement)	Per mobilisation call (lumpsum) or per container	
(c)	Container demobilisation (for removal)	Per demobilisation call (lumpsum) or per container	
(d)	Drop arms (boom barrier)	Per day per drop arm	
(e)	Drop arm mobilisation (for placement)	Per mobilisation call (lumpsum) or per drop arm	
(f)	Drop arm demobilisation (for removal)	Per demobilisation call (lumpsum) or per drop arm	
(g)	Security guards at drop-arm (with hand held metal detector)	Per guard per drop arm per day	
(h)	Security patrol boat incl crew	Per boat per day	
(j)	Jetty armed patrol/ police	Per guard per day	
6.	<u>Transport</u>		
(a)	Saloon car	Unit rates for 16 hrs duty daily with fuel & driver. charges per extra hour of duty and extra mileage to be indicated	
(b)	Luxury Car/ LC/Prado 4 WWD		
(c)	Duty car (saloon car)	Unit rates 24 hours duty with fuel and driver	
(d)	Mini Van (8/9 seater)	Unit rates for 16 hrs duty daily with fuel & driver. charges per extra hour of duty and extra mileage to be indicated	
(e)	Mini bus (20 - seater)		
(f)	Bus (40/45-seater)		
(g)	Saloon car	Unit rates for visiting areas outside city limits upto 16 hours duty with fuel and driver	
(h)	LC/ Prado 4 WD		
(j)	Minivan (8/9 seater)		
(k)	Mini bus (20 - seater)		
(l)	Bus (40/45-seater)		
(m)	Boats for marine safari/ liberty	Per person/ Per trip	

	<u>Service required</u>	<u>Indicate unit rate</u>	<u>Amount in USD</u>
	men (small – upto 10 personnel)		
(n)	Boats for marine safari/ liberty men (medium – 10-30 personnel)	Per person/ Per trip	
7.	<u>Other services</u>		
(a)	Newspapers (English)		
(b)	Mobile phones (Samsung J7 equivalent; factory reset)	Per phone per day	
(c)	Mobile SIM cards	Per SIM	
(d)	Talk time	As per actuals Approx \$ 30 per sim card	
(e)	Internet routers with high speed internet for 50 gb per router (approx) per day	Per router per day	
8.	<u>Delivery of consignments onboard</u>		
(a)	Handling charges for courier/customs	Per 100 grams of package or standard rates as applicable	
(b)	Transportation cost from Airport to Seaport		
(c)	Custom gate in/out documentation charges		
(d)	Landing & Unloading Charges		
(e)	Cash Delivery Charges (preferably free)		
9.	<u>Crew Sign in / Sign Off</u>		
(a)	Agent service charge	Per crew	
(b)	Immigration in/out charges	Per crew	
(c)	Any other charge if applicable	Per crew	
10.	<u>Medical Service</u>		
(a)	Service Charge for agent rep escorting the patient to the Hospital	-	
(b)	Transportation charges from ship to hospital and back	Per trip	
11.	<u>Diving Assistance</u>		
(a)	Agent service charge		
(b)	Hiring Charges for boat for diving	Per hour	

	<u>Service required</u>	<u>Indicate unit rate</u>	<u>Amount in USD</u>
(c)	Charges for Diver	Per person per hour	
12.	<u>Other Misc services</u>		
(a)	Jetty crane with operator	Per hour	
(b)	Mobile crane upto 50 tonnes with operator	Per hour	
(c)	Mobile crane 51 to 100 tonnes with operator	Per hour	
(d)	Mobile crane above 101 tonnes with operator	Per hour	
(e)	Rope cargo nets	Per hour	
(f)	Rope cargo nets	Lumpsum for duration of stay	
(g)	Casual Labour on weekday	Per person per day	
(h)	Casual Labour on Saturday	Per person per day	
(i)	Casual Labour on Sunday	Per person per day	
(j)	Shore AC hiring charges with generator 125 kVA and Air Conditioner capacity of 100 KW along with ducts for 24 hrs		
(k)	Shore electric supply generator for 1000 KW for 24 hrs		

Signature of the Bidder with Seal

Seal of Establishment

Full Name of Bidder with address & Date

Note: -

(a) The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection for which no paper cost shall be returned to the bidder(s).

(b) The High Commission of India is VAT exempted by the Government of Republic of Kenya.

Annexure- 2**FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY**

Brief description of contract: - **Providing services to Indian Government ships in Kenya (Lamu port)**

To,
High Commission of India,
UN Crescent, Gigiri, Nairobi,
P.O. Box 30074-00100,
Tel: (+254 20) 2222 566 / 2225 104

In accordance with your Tender No. _____ dated _____ for **Providing services to Indian Government ships in Kenya (Lamu port)**, M/s. (Name of Contractor with address) _____ submits a Bank Guarantee amounting to **USD 6000/- (US Dollar Six Thousand only)**.

2. In fulfillment of the tender conditions, we, (Name of Bank with address) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **USD 6000/- (US Dollar Six Thousand only)**, which is liable to be forfeited by the Purchaser on :

- (a) The withdrawal / revision of the offer by the bidder within the validity period.
- (b) Non acceptance of the Work order / Purchase order by the Bidder when issued within the validity period, and
- (c) Failure to execute the contract as per contractual terms and condition with in the contractual delivery period.

3. This Bank Guarantee will be valid for the entire period of agreement from the date of order acknowledged. Any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

4. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to **USD 6000/- (US Dollar Six Thousand only)**.

5. Notwithstanding anything to the contrary contained herein above, this Guarantee is valid from (date of issue) _____ up to the (expiry of bid validity) _____ and claims under this Guarantee should be submitted not later than (date after expiry of bid) _____.

6. This Guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

7. This Guarantee shall be governed and construed in accordance with the laws of the Kenya and shall be subject to exclusive Jurisdiction of the Kenya Courts.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Note:- On expiry of Bond Period, the original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

FORMAT FOR PERFORMANCE GUARANTEE BOND / PERFORMANCE SECURITY

Brief description of contract: - **Providing services to Indian Government ships in Kenya (Lamu port)**

To,
 High Commission of India,
 UN Crescent, Gigiri, Nairobi,
 P.O. Box 30074-00100,
 Tel: (+254 20) 2222 566 / 2225 104

In accordance with your Tender No. _____ dated _____ for **Providing services to Indian Government ships in Kenya (Lamu port)**, M/s. _____ (Name of Contractor with address) submits a Bank Guarantee Bond amounting to 5% of the contract value and valid upto the sixty days beyond the validity of contract from the date of issue of Performance Guarantee Bond.

2. Now this bank hereby guarantees that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to High Commission of India, Nairobi on demand and without protest or demur 5% of the contract value i.e. **USD 15,000/- (US Dollar Fifteen Thousand only)**.

3. This Bank further agrees that the decision of High Commission of India, Nairobi (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding. We, _____ (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ High Commission of India, Nairobi (Buyer).

4. Notwithstanding anything contained herein:
 (a) Our liability under this Bank Guarantee shall not exceed 5% of the contract value i.e. **USD 15,000/- (US Dollar Fifteen Thousand only)**.

- (b) This Bank Guarantee shall be valid up to _____(date) i.e. upto the sixty days beyond the validity of contract; and
- (c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only High Commission of India, Nairobi serve upon us a written claim or demand on or before _____(date) i.e. upto the sixty days beyond the validity of contract

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Note:- On expiry of Bond Period, the original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.