

EMBASSY OF INDIA
WASHINGTON DC

FILE NO. NA/100/TENDER(I)


APRIL 23, 2024

TENDER NOTICE

ON BEHALF OF PRESIDENT OF REPUBLIC OF INDIA, SEALED BIDS ARE INVITED FROM REPUTED AND EXPERIENCED COMPANIES WITH MILITARY BASE ACCESS TO PROVIDE SHIP-HUSBANDING, RATION PROVISIONS AND TRANSPORT SERVICES TO INDIAN NAVAL SHIPS AND AIRCRAFT VISITING HAWAII DURING THE MONTH OF JUNE TO AUGUST 2024.

BIDS MAY BE SUBMITTED IN ORIGINAL AFTER CHECKING THE COMPLETE DETAILS, SCOPE OF WORK, CONDITIONS AND INSTRUCTIONS AS ATTACHED.

LAST DATE OF SUBMISSION OF BIDS IS 1000 HRS (ET) ON MAY 15, 2024.



(DR VINOD J BAHADE)
MINISTER (HEAD OF CHANCERY)
EMBASSY OF INDIA
WASHINGTON DC
TEL: 202.939.7041

**Embassy of India
Washington DC**

INVITATION TO BID

Name of Works/ Services: **Ship-husbanding, Ration Provisions and Transportation** to Indian Naval Ships and Aircraft visiting Hawaii during the month of June to August 2024.

Embassy of India, Washington D.C. on behalf of the President of Republic of India, hereby invites tenders for **Ship-husbanding, Ration Provisions and Transportation** to Indian Naval Ships and Aircraft visiting Hawaii during the month of June to August 2024.

The Lump-sum Fixed Price/ Amount shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work/ Services & Eligibility Criteria (Annexure A)
Financial Bid Document:	
Document – II	Form of Tender - Bid (Lump sum price to be quoted on this form by Bidder)
Document – III	Schedule of Items/ services as per Annexure-A
Document – IV	Special Condition of contract including standard formats of BG/ Guarantee etc.

- The Tender shall be submitted in a Sealed Cover containing sealed envelopes (as per Instructions to Bid) and should reach **before 1000 Hrs (ET) on 15 May 2024, in the office of HOC, Embassy of India, Washington D.C. [2107 Massachusetts Avenue, NW, Washington D.C. - 20008]**. Any Tender received after this date and time will not be considered. Tender shall be opened on 16 May 2024 at 1600 hrs (ET). (If due to any exigency, the Bids are not opened on due date, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer).
- The Tender shall remain valid for a period of **one hundred and eighty (180)** days from the date of opening or any extended period.
- The value of Earnest Money Deposit (EMD) will be **USD \$10,000.00** and shall remain valid for a period of one hundred and twenty (120) days with effect from the last date of submission stated above or any extended period. Bid security of the unsuccessful bidders will be returned to them on or before 30 days after award of the contract.

- The value of the Performance Security shall be Five Percent (5%) of the Contract Price.
- Tenderer/ Contractor shall quote his Lump-sum Fixed Price Amount based on the enclosed **Scope of work/ services in each category (A, B & C) in Annexure-A**. The Contractor shall note that quantities shall not form part of the agreement and he shall complete all the works/ services as defined in the Scope of Work/ service. The Contractor shall complete all the works as stated above irrespective of the quantities/ details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.
- Commencement of the works/ services shall be effected from June 2024 on arrival of Indian Naval Ships at Hawaii.
- The Retention Money will be deducted @ 10% of the tender (for a period of six months). Retention Money release shall be regulated as per terms and condition of the agreement.
- The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 1% of accepted contract amount per week to be computed on per day basis limited to 10% of tender amount. The total amount of liquidated damage shall be limited to 10% of Accepted Tender Cost.
- The Defect notification period for spare parts items (non-consumable items) shall be Three Hundred Sixty Five (365) days.
- The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
- The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
- The Embassy, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/ or commencement of work with or without cause.
- The successful Tenderer shall be responsible for co-ordinating his work/ services with various Sub-contractors and other bid-pack Contractors employed on the Works/ services co-ordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.
- This Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Tender, should it become necessary at any stage in parts or completely.

INSTRUCTION TO BID

Name of Works/ Services: **Ship-husbanding, Ration Provisions and Transportation** to Indian Naval Ships and Aircraft visiting Hawaii during the month of June to August 2024.

- All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.

- The Tender comprises of:

A) Technical Bid:

Document - I : Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligibility Criteria

B) Financial Bid:

Document - II : Form of Tender – Bid
(Lump-sum price to be quoted on this form by Bidder)

Document – III : Schedule of Items/ services as per Annexure-A

Document – IV : Conditions of contract including standard formats for BG/ Guarantee etc.

- The Embassy of India will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.
- This is a LUMPSUM FIXED PRICE TENDER (under each category) with Extent of work as defined in the Scope of Work/ Services enclosed. The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his Tender and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the Site of the Works. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished.
- Bidders are required to quote Lumpsum prices on “Form of Tender”. Contractor shall satisfy himself about the quantities in Scope of Work in Tender Document. They are free to add/ delete items, change quantities which are needed for completion of the job. These quantities shall not form part of the agreement, however, the unit rates quoted shall be used for variation if any.

- All Tender documents must be returned properly filled in and completed in all respects in accordance with the conditions and Provisions of the Tender Documents. No alteration shall be made by Bidders to the Tender Document unless otherwise permitted.
- The Lumpsum Fixed Price/ amount and rates for variations must be quoted both in figures and words in local official currency only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.
- The Lumpsum Fixed Price/ amount shall be submitted according to the “Form of Tender”, with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Tenderer shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorized to sign the Tender and shall be dated. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the tender documents shall be used towards variation as per the tender conditions. **Decision on bid will be taken based on the final price quoted on the Form of Tender (under each category).** Any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid. The rates on schedule of quantity or elsewhere shall be adjusted in the ratio to match with quoted Final price on the form of tender. Tender will be awarded on based on L-1 (least price).
- The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) / Tender security to Employer in the form of **cheque in favour of Embassy of India, Washington D.C.** The EMD must be valid for 120 days and shall be as per the **proforma annexed** with tender documents. The EMD of unsuccessful bidder will be returned after the award of work while EMD of successfully bidder can be adjusted against Retention Money at discretion of the Embassy.
- Quotations along with company profile (including but not limited to details of past experience of providing logistic support to warships in Naval Base and Air Force Base at Hawaii during the last five years, financial statements, details of assets owned by the company, ownership details etc.) in separate sealed envelopes.
- Bid system (Financial Bid)
The Tender shall be submitted in three sealed envelopes as described below:-

Envelope “A” Earnest money Deposit (EMD) Cheque

Envelope “B” Technical Bid Document

Envelope “C” Financial Bid Document

And addenda or other enclosures as required in the tender.

The three envelopes containing "A", "B" & "C" of offers shall be duly superscribed with above titles and "Description of work/ services". The envelopes A, B and C to be put in another sealed envelope with the name of work written on top. The envelope "A" containing EMD shall be opened first and only those bidders who have fulfilled the requirements of the EMD will have the Technical part (Envelope B) of their bid opened and only those Bidders who have fulfilled the requirements of the Technical information Envelope "B" shall have the Envelope "C" of their Bid opened. The decision of employer in this regard shall be final and binding on the tenders.

- In case the tender is not decided during validity period of tender i.e. within 180 days from date of opening of tender. The employer may request to extend the bidder(s) to extend the validity of tender and Earnest money/ tender security deposit for a further specified period beyond 120 days. Bidder(s) shall be at liberty to extend the validity of tender and Earnest money Deposit for the specified period or withdraw from tender. Once the validity is extended in writing by bidder(s), they will not be permitted to withdraw from tender. If bidder(s) withdraws his offer in between, the Embassy shall be at liberty to forfeit the EMD absolutely.
- The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the actual contract signed between the Employer and the Contractor. Should the Contractor fail to sign the contract within the stipulated time or for any other reason withdraw his participation in the Tender, the Embassy may withdraw his acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it and thereupon the amount of Earnest Money Deposit (EMD) shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the Contractor unless the agreement is signed.
- Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained from **Commodore Amit Kumar Sinha, Defence and Naval Attache, Embassy of India, Washington D.C. on email attnavy.washington@mea.gov.in** All information requested by and supplied to one bidder will be supplied to all bidders.
- At any time prior to the date of opening of the proposals the Embassy may issue an addendum in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this acknowledged and so noted in the space provided in the Tender.

Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy as to the meaning of anything connected with the Tender Document.

- The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India to all Bidders. Tenders received after this date will not be considered.
- Tender may be disqualified for any reason including, but not limited to the following:
 - If Tenderer sets forth any conditions which are unacceptable to the Employer.
 - If any tender is submitted under a name other than the name of the individual firm partnership or corporation that was issued the Tender Document.
 - If there is evidence of collusion between Bidders.
 - If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
 - If Bid price is disclosed before opening of Financial Bid.
- *(i) The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT) etc. All rates and sum inserted against items of works shall be exclusive of input Value Added Tax. Amount for output Value Added Tax shall be incorporated in Summary of Bid as specified therein.*

In addition, Bidders must obtain all relevant information from the relevant Authorities concerning all details and costs in respect of temporary services, deviation of traffic, construction of temporary footpaths and pedestrian walkways, closing part of the road and pavement, temporary electrical, water, telephone connections, etc. and shall allow for same in their Bids.

(ii) If the bidder fails to quote separately for VAT in the Main Summary of the bidding document as instructed, his bid price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.

- **Scope of Work:-**

Scope of Work is enclosed in the Tender Documents as Annexure 'A'. Tenderers/ Contractors are requested to quote the rates of individual items. In case, the Tenderer feels that any item is left out and is required for completion of the work/ service, the same can be added in the schedule of items with full nomenclature of the item. Tenderer/ Contractor shall satisfy himself of the quantities given in the schedule of quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project. The Tenderer/ Contractor may add to or deduct items, quantities to the items, supplied in Schedule of Quantity as per the scope of the work, drawings and specifications provided in the tender document. As already clarified, the quantities in Schedule of Quantity shall not form part of the agreement and in no way have any bearing of the completion of the work as defined in the tender documents, however, the rates quoted shall be used for variation. It shall be the responsibility of the contractor to satisfy himself of the completion of the

documents for the scope of work given to him. Nothing extra shall be payable if any additional information or detail is provided later on for carrying out the works stated in the documents.

- Contractor shall be deemed to have read carefully all the Tender Documents, Scope of Work and acquainted himself with the work by visiting the site. The quoted Lump-sum price are inclusive and complete in all respect to make buildings functional as per the standard of Embassy of India's work.
- Lump-sum Fixed Price/ Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L-I bidder.
- Tender for any of the categories can be cancelled by the Embassy of India, in case items are being supplied by the US Government under exchange agreements between the two countries.
- In case US Navy is providing any services like Trash dumpsters, crane facility, brows, platforms, sewer services, portable water, shore power etc or any other such services, no additional charges will be paid by Embassy. Payment of these services will be made based upon production of actual invoices issued by US Navy/ port authorities.

- **Payment:-**

All the payment shall be released on completion of work/ service after receipt of invoice on the basis of receipt/ work completed certificate signed by the authorized representative of Indian Naval Ship and Aircraft or an authorized Representative of the Mission within 30 days.

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority.

- (i) Receipt/ work completed Certificate signed by the authorized representative of Indian Naval Ship and Aircraft or an authorized representative of the Mission.
 - (ii) Signed copy of Commercial invoice / Seller's bill.
 - (iii) Copy of Supply Order/ Contract.
 - (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, Routing number.
 - (v) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
 - (vi) User Acceptance.
- The commercial bid and company profile will be evaluated by a board of officers in Embassy of India, Washington DC. The company quoting lowest and having good experience in providing Ship-husbanding/ Ship-chandling services will be awarded the contract.

Scope of Work & Eligibility Criteria

SCOPE OF WORKS/ SERVICES FOR THE TENDER INVITED
FOR PROVIDING SERVICES TO THE VISITING INDIAN NAVAL SHIPS AND
AIRCRAFT AT HAWAII DURING THE MONTH OF JUNE TO AUGUST 2024

1. One Indian Naval ship is scheduled to visit Hawaii during the month of June to August 2024. Items/ supplies would need to be delivered onboard the Ships or locations as per requirements of Aircrews.
2. All quotations should be valid till end October 2024.
3. The indicated estimated quantity is only a rough estimate and actual requirement may change.
4. Quotations may include additional services that may be deemed necessary.
5. Quotations should not have any blanks. Any item that has not been quoted should be indicated by NA/ No Quote.
6. Provide adequate details so that there is no ambiguity in interpretation of quoted price.
7. Payment for all contracted services as well as unforeseen services that may be sought from time to time would be paid by the Embassy of India within one month of the date of submission of invoices.
8. Embassy of India has the discretion to change/ cancel tender/ contract at short notice (without any financial implications) in view of unavoidable situations/ change in Ship's/ Aircraft's plans. Upon notification of cancellation of a scheduled port visit, Contractor shall take immediate actions to terminate all orders/ subcontracts for services and supplies as requested.
9. The tender document has three categories. Lumpsum quotations in each category need to be made. Tender selection/ award would be based on L1. The categories are as follows:-
 - (a) **Ship Husbanding Services/ Port Services**
 - (b) **Ration Provisions to Ships**
 - (c) **Transportation**
10. Quotes should include all the charges (in US\$) involved in providing following services/ items to the visiting Indian Naval ships and aircraft at Hawaii:-

PORT : HAWAII

FIRST REQUIREMENTS

CATEGORY (A):- SHIP HUSBANDING SERVICES/ PORT SERVICES			
Ser	Description	Deno	Qty
1.	Fresh Water	Tons	40 Per day
2.	Pilot (Both on all Arrival and Departure)	--	01
3.	Newspapers (English)	Nos	10 Per day
4.	Magazines (English)	Nos	10
5.	SIM Cards/ Mobiles with unlimited data	Nos	25
6.	Wifi Dongles/ Routers with unlimited data	Nos	40
7.	Yokohama Fenders	Nos	02
8.	Tugs (On all Arrival and Departure)	Nos	02
9.	Sullage Barge/ Garbage Truck	--	02 Per Day
10.	Brow	Nos	02 (30 ft)
11.	GT Lubricating Oil (OX-27) (Turboncoil 600, NATO-O-156, Mil PRF 23699G Class STD)	Ltrs	250

CATEGORY (B):- TRANSPORTATION			
Ser	Description	Deno	Qty
1.	Staff Car (SUV)	Nos	05
2.	Mini Bus (09 Seater)	Nos	07
3.	Bus (54 Seater)	Nos	06

Ration for 27 Jun 2024

CATEGORY (C):- PROVISIONS			
Ser	Description	Deno	Qty
1.	Bread White	Kgs	100
	Bread Brown	Kgs	75
2.	Potatoes	Kgs	250
3.	Fresh Vegetables	Kgs	525
Varieties	Cauliflower	Kgs	50
	Cabbage	Kgs	50
	Brinjal	Kgs	25
	Capsicum (Red)	Kgs	15
	Capsicum (Yellow)	Kgs	15
	Capsicum (Green)	Kgs	20
	Mushroom	Kgs	13
	Lady Finder	Kgs	25
	Carrot	Kgs	50
	Beet Root	Kgs	50
	Tomato	Kgs	25
	Spinach	Kgs	12

	Bean French	Kgs	25
	Bottle Gourd	Kgs	25
	Broccoli	Kgs	25
	Pumpkin	Kgs	50
	Mint Leaves	Kgs	03
	Coriander Leaves	Kgs	5
	Green Chilly	Kgs	10
	Ginger	Kgs	7
	Cucumber	Kgs	15
	Spring Onion	Kgs	02
	Lemon	Kgs	8
4.	Onion	Kgs	200
5.	Lamp Fresh	Kgs	--
6.	Chicken Blast Frozen	Kgs	125
7.	Eggs	Nos	4500
8.	Milk Tetra	Ltr	1800
9.	Fish	Kgs	40
10.	Fruits (NC)	Kgs	350
Varieties	Apple	Kgs	50
	Watermelon	Kgs	25
	Banana	Kgs	25
	Pear	Kgs	25
	Grapes Grean (Seedless)	Kgs	25
	Grape Black (Seedless)	Kgs	25
	Kiwi	Kgs	50
	Plum Red	Kgs	25
	Korean Yellow Musk Melon	Kgs	25
	Pine Apple	Kgs	25
	Dragon Fruit	Kgs	25
11.	Fruit (Citrus)	Kgs	25
Varieties	Orange	Kgs	25

Ration for 08 Jul 2024

CATEGORY (C):- PROVISIONS			
Ser	Description	Deno	Qty
1.	Bread White	Kgs	200
	Bread Brown	Kgs	150
2.	Potatoes	Kgs	500
3.	Fresh Vegetables	Kgs	1050
Varieties	Cauliflower	Kgs	100
	Cabbage	Kgs	100
	Brinjal	Kgs	50
	Capsicum (Red)	Kgs	30
	Capsicum (Yellow)	Kgs	30
	Capsicum (Green)	Kgs	40

	Mushroom	Kgs	25
	Lady Finder	Kgs	50
	Carrot	Kgs	100
	Beet Root	Kgs	100
	Tomato	Kgs	50
	Spinach	Kgs	25
	Bean French	Kgs	50
	Bottle Gourd	Kgs	50
	Broccoli	Kgs	50
	Pumpkin	Kgs	100
	Mint Leaves	Kgs	05
	Coriander Leaves	Kgs	10
	Green Chilly	Kgs	20
	Ginger	Kgs	15
	Cucumber	Kgs	30
	Spring Onion	Kgs	05
	Lemon	Kgs	15
4.	Onion	Kgs	400
5.	Lamp Fresh	Kgs	--
6.	Chicken Blast Frozen	Kgs	250
7.	Eggs	Nos	9000
8.	Milk Tetra	Ltr	3600
9.	Fish	Kgs	80
10.	Fruits (NC)	Kgs	700
Varieties	Apple	Kgs	100
	Watermelon	Kgs	50
	Banana	Kgs	50
	Pear	Kgs	50
	Grapes Grean (Seedless)	Kgs	50
	Grape Black (Seedless)	Kgs	50
	Kiwi	Kgs	100
	Plum Red	Kgs	50
	Korean Yellow Musk Melon	Kgs	50
	Pine Apple	Kgs	50
	Dragon Fruit	Kgs	50
11.	Fruit (Citrus)	Kgs	50
Varieties	Orange	Kgs	50

Ration for 01 Aug 2024

CATEGORY (C):- PROVISIONS			
Ser	Description	Deno	Qty
1.	Bread White	Kgs	100
	Bread Brown	Kgs	75
2.	Potatoes	Kgs	250
3.	Fresh Vegetables	Kgs	525

Varieties	Cauliflower	Kgs	50
	Cabbage	Kgs	50
	Brinjal	Kgs	25
	Capsicum (Red)	Kgs	15
	Capsicum (Yellow)	Kgs	15
	Capsicum (Green)	Kgs	20
	Mushroom	Kgs	13
	Lady Finder	Kgs	25
	Carrot	Kgs	50
	Beet Root	Kgs	50
	Tomato	Kgs	25
	Spinach	Kgs	12
	Bean French	Kgs	25
	Bottle Gourd	Kgs	25
	Broccoli	Kgs	25
	Pumpkin	Kgs	50
	Mint Leaves	Kgs	03
	Coriander Leaves	Kgs	5
	Green Chilly	Kgs	10
	Ginger	Kgs	7
	Cucumber	Kgs	15
	Spring Onion	Kgs	02
	Lemon	Kgs	8
4.	Onion	Kgs	200
5.	Lamp Fresh	Kgs	--
6.	Chicken Blast Frozen	Kgs	125
7.	Eggs	Nos	4500
8.	Milk Tetra	Ltr	1800
9.	Fish	Kgs	40
10.	Fruits (NC)	Kgs	350
Varieties	Apple	Kgs	50
	Watermelon	Kgs	25
	Banana	Kgs	25
	Pear	Kgs	25
	Grapes Grean (Seedless)	Kgs	25
	Grape Black (Seedless)	Kgs	25
	Kiwi	Kgs	50
	Plum Red	Kgs	25
	Korean Yellow Musk Melon	Kgs	25
	Pine Apple	Kgs	25
	Dragon Fruit	Kgs	25
11.	Fruit (Citrus)	Kgs	25
Varieties	Orange	Kgs	25

Note: -

1. As the Embassy of India is exempt from paying taxes no tax will be paid on goods and services provided.
2. The Quotes should include all the charges involved in providing above logistic services/ items to the visiting ships/ aircraft.
3. The quantities will be indicated by the Embassy of India prior to the event. The quantities are indicated above in the table and will be as per actual requirements.
4. In case of additional items, the same is expected to be provisioned as per Market Price.
5. The demand/ quantity of ration provisions may change on receipt of confirmation from Ships/ Aircraft.

The Contractor shall note that quantities shall not form part of the agreement and he shall complete all the works/ services as defined in the Scope of Work/ services. The Contractor shall complete all the works as stated above irrespective of the quantities/ details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.

- Commencement of the works/ services shall be effected from June 2024 at Hawaii on arrival of Indian Naval ships.
- The Retention Money will be deducted @ 10% of the tender (for a period of six months). Retention Money release shall be regulated as per terms and condition of the agreement.
- The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 1% of accepted contract amount per week to be computed on per day basis limited to 10% of tender amount. The total amount of liquidated damage shall be limited to 10% of Accepted Tender Cost.
- The Defect notification period for spare parts items shall be Three Hundred Sixty Five (365) days.
- The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
- The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
- The Embassy, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
- The successful Tenderer shall be responsible for co-ordinating his work/ services with various Sub-contractors and other bid-pack Contractors employed on the Works/ services co-ordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.
- No advance payment is permissible.
- Payment shall be linked to stages of progress of work/ services.
- Letter of guarantee for work for a period of one year is required.
- Contractors should have permission to operate inside military bases in Hawaii) in relevant field of work and submit recent list of jobs done with specified names of clients in the Technical bid.

Special Terms and Conditions

Working Condition

i) The agency needs to deploy the professional workers/ technicians trained in the field. The quality and the time limit should not be compromised under the supervision of the company's person in in-charge.

ii) The access to the premises should be controlled through registration of entrances and exit.

iii) The workers on duty should be strictly forbidden to the consumption of alcohol and other such substances prohibited by law on duty time.

iv) The Agency will be exclusively liable for the wages, funds, social security, bonus, gratuity, leave, health insurance etc. in respect of his workers deployed by the company.

v) If, at any time during the period of contract, it is observed by the Embassy or its authorized representative, that the services rendered by the company are not to the satisfaction of the corporation or any terms of the contract are violated, Embassy reserves the right to terminate the contract without any notice.

vi) The agency need to be in possession of Military Base Access (permission to operate inside Naval Base and Air Force Base at Hawaii).

Administration of contract

Work will be authorized by means of a works order issued under the authority of Embassy of India, Washington D.C.

Payment for work

1. No Advance payment is permissible.
2. Payment shall be released linked to stages of progress of work

A claim of work completed may be made by the service provider and is to be in the form of an IVA tax invoice and is to show the following information:

1. Requirement of a VAT tax invoice
2. Order Number
3. The date the work was carried out at each location with description.

The claim/ Invoices are to be addressed to Embassy of India at intervals of not less than one week.

Payment will be measured on a lump-sum basis upon satisfactory completion according to this specification, and on a monthly/ weekly basis per item completed.

Maintaining service

- i) The contractor (service provider) is to maintain during the period of the contract the level and quality of service offered in the contract documents.
- ii) Where necessary, specialized sub-contractors shall be employed by the contractor to ensure competent completion of section of works.
- iii) All replacement material shall be the new and of the best quality and shall be installed in accordance with good trade practice. To the best of his ability the contractor shall supply replacement components to match existing details. Repair work should be performed in a tradesman like manner.

Responsibility of Contractor

- i) At no time during the continuance of the contract shall the principal or its representative, servant or agent act or be deemed to act in any manner whatsoever for or on behalf of the contractor or so as to relieve or release the contractor in any way from his contract responsibilities.
- ii) No inspection or interim approval of the work or any part thereof made or given by Embassy of India, or its representative during the execution of works and prior to the final acceptance of the works at the end of the maintenance period, in accordance with the terms hereof shall relieve or release the contractor in any way, from his responsibility mentioned in (a) above.
- iii) The contractor's attention is drawn to his statutory obligations pursuant to the Health and Safety law in the country. No cost additional to the contract price shall accrue on account of the contractors obligations under the Act and the contractor shall indemnify the principal against costs arising from any failure of the contractor to meet his obligations.

The contractor shall be the 'the person in control of the work/ services' for the purpose of Act.

Compliance

- i) The Contractor shall ensure that the conditions of the Health and Safety in Employment Act are strictly complied with. The Contractor will also comply with the requests from the staff of the engineer.
- ii) The Contractor shall notify the Embassy of India as soon as practicably in the case of an accident on site resulting in personal harm. Details of the incident shall be forwarded to the concerned authority no later than 48 hours following a personal injury accident.

Public Safety

The Contractor shall protect members of the public and third party from site hazards and use barriers where necessary to separate the public work areas.

Quality of workmanship

All work is to be carried out as per best trade and accepted working practices, using current market of standards.

Evaluation Criteria

The broad guidelines for evaluation of Bids will be as follows:

1. 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. The envelope "A" containing EMD shall be opened first and only those bidders who have fulfilled the requirements of the EMD will have the Technical part (Envelope B) of their bid opened and only those Bidders who have fulfilled the requirements of the Technical information Envelope "B" shall have the Envelope "C" of their Bid opened. The decision of employer in this regard shall be final and binding on the tenders.
2. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer 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.

3. **Contractors should have good experience (including permission to operate inside military bases in Hawaii) in relevant field of work and submit recent list of jobs done with specified names of clients in the Technical bid.**

4. **Lump-sum Fixed Price/ Amount as quoted in the “Form of Tender” shall be the basis for deciding the tender quote and the L-I bidder Lowest price quoted by the Bidder for following categories:-**

- (a) Ship Husbanding Services/ Port Services
- (b) Ration Provisions to Ships
- (c) Transportations

4. The Lowest Acceptable Bid rate per item will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest/ similar rate in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

5. Any other criteria as applicable to suit a particular case.

6. The successful Bidder shall be responsible for co-ordinating his work/ services with various Sub-contractors and other bid-pack Contractors employed on the Works/ services co-ordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.

Schedule of Items

The tenderer will describe the extent of service trades offered.

Schedule of Prices (separate schedules for each category)

Item/ Description	Quantity	Unit	Price/ Unit	Amount	Remarks
Total sum					