

HIGH COMMISSION OF INDIA
CANBERRA

File No. CAN/DA/702/2

REQUEST FOR TENDER – SHIP HUSBANDING SERVICES

1. The High Commission of India invites a sealed tender from companies to provide ship-husbanding services and supply of provisions Indian Naval Submarine visiting Fremantle, Perth between 15 - 30 Aug 2023. Considering the nature of services and supplies, the tender will be evaluated in single stage i.e. only commercial bids are required to be submitted. The bidders are requested to carefully read and understand the clauses of the draft rate contract placed at enclosure and quote for Ship Husbanding Services as per Annexure I of the draft contract. The companies qualifying following criteria can only bid for the tender: -

- (a) The company should be registered in Australia.
- (b) The company should not have suffered losses in past 3 years.
- (c) The company should not have debarred from providing services to the Government of India or the Government of Australia.

2. The dimension of Submarine is as follows:

Length – 67.5 mtrs
Breadth – 8.2 mtrs
Draught – 6 mtrs (max)
Tonnage – 1810 tonnes

3. The quote must be received by Registered/Express Australia Post in sealed envelopes along with Company Profile (as Para 1 above) at following address by 1000 hrs on **07 Aug 2023**:

The High Commission of India
(for Defence Adviser)
3 Moonah Place
Yarralumla
Canberra
ACT – 2600

Queries related to this tender, if any, is to be forwarded at following E-mail Id:
da.canberra@mea.gov.in

4. The quotation will be opened at **1200** hrs on **07 Aug 23**. Agencies may need to depute suitable representative to clarify any doubt, if any, in relation to the quotations after the opening of the quotations by Board of Officers.

5. The Submarine is likely to stay in the port of **Fremantle, Perth** for five/six days between 15 - 30 August 23. The submarine will enter/exit twice in Fremantle during the period. The tentative date slot for the visit starting second week of August and end up in last week of August 2023. Firm dates will be confirmed in due course.

6. It is anticipated that husbanding services required may include, but may not be limited to which as per Annexure I of the draft contract. In the event of the services being provided gratis by the host Navy or if found not necessary, they may not be asked for. The CST (comparative statement) shall only be made on basis of services which will likely to be required for Ship's arrival and will not include service promised on gratis by host Government.

7. Please submit price quote for the following items as per described format only and unit indicated only for the ease of comparison. It is requested to quote rates for all entries for ease of comparison. All rates are to be provide in Australian Dollars except the price of Commercial grade fuel (LSHSD) which should be indicated in USD.



(Akhilesh Menon)
Captain, IN
Defence Adviser

Encl: - Draft Contract

Date 19 Jul 2023

**DRAFT CONTRACT FOR PROVIDING SHIP HUSBANDING SERVICES
TO INDIAN NAVAL SUBMARINE VISITING FREMANTLE, PERTH BETWEEN
10 - 30 AUG 2023**

1. This Contract is made between the High Commission of India, Canberra (Principal) and_____(Contractor).
2. **General.** Ship Husbanding Services and Supplies as required for the Indian Naval Submarine calling at ports of Fremantle, Perth Australia. The purpose of this Contract is to define responsibilities and provide the terms and conditions under which Principal and Contractor operate this Contract.
3. **Effective Date.** The contract will be effective from date of signing of contract up to 15 Sep 2023. The contractor will continue to support the requirement of the Principal in accordance with the terms and conditions in the existing contract till 15 Sep 23 or mutually terminated before.
4. **Definitions – Day.** The definition of a day for various services will be from **0001 – 2359 hrs** on a given date.
5. **Authority for placing Order.** The authority for placing order on behalf of the Principal will be Defence Adviser or Assistant to Defence Adviser or any other person(s) as authorized by Defence Adviser.
6. **Logistics Requirement.** Logistics Requirement (LOGREQ) is defined as the firm placement of order by the Principal. Any enquiry/information sought for price estimates/availability should not be construed as a LOGREQ.
7. **Notification of Required Services.** Principal shall provide, via email/Fax, a copy of the Logistic Requirement (LOGREQ) 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.
8. **Diplomatic Clearance.** The Principal will ensure that the approved Diplomatic Clearance is forwarded to the Contractor.

9. **Ship Husbanding Services.** Husbanding Services will be arranged as per the Logistics Requirement (LOGREQ) provided by the Principal. In addition, the contractor is to arrange supply of provisions as per the requirement specified by the Principal. For sewage collection, the empty volume of the bowser must be stated to the submarine on arrival or advised by the Principal. Port entry passes for men, vehicles and material being used/hired by the Principal is to be obtained by the Contractor. The contractor should also carry out Custom clearance at the Airport/Seaport, arrange delivery of consignments onboard the visiting ship, facilitate medical treatment of the ship's crew, sign in/off, port entry/exit of guests during reception, ship open to visitors etc. Diving permission for post sailing checks and fuelling permission during the stay of the ship is also to be obtained by the Contractor as requested by the Principal.

10. **Contractor's Responsibilities.** Contractor shall arrange Ship Husbanding Services and other supplies / services as requested by the Principal. Performance of the services/ delivery of goods includes providing any line item(s) or portions thereof which may be required in accordance with the terms of this Contract or Port Tariffs set out in Pricing Schedule. The quality of all services rendered/ goods supplied 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 and timely rendering of services/ delivery of goods is to be ensured. In the event where services and Fuel / Provision / non contracted services/ goods are arranged through subcontracting (by different suppliers), it would be the responsibility of the contractor to coordinate necessary clearances from port and other authorities for the designated supplier(s) to deliver goods/ render services to visiting ship(s). While the non-contracted services/ goods supplier(s) will also be directed to liaise and coordinate with the Contractor to 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.

11. **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 / Submarine 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 Submarine and its authorised representative as otherwise stipulated in the contract.

12. **Personnel.** All personnel employed by the Contractor to deal directly with

the Submarine 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 wharf at short notice, if required

13. **Berthing**. The contractor will be responsible to liaise with the concerned Port authorities for provision of a suitable berth for visiting submarine. In such cases, the Principal will be responsible to ensure that the Diplomatic Clearance is forwarded to the Contractor in sufficient time to facilitate the berth allotment.

14. **Supply of Provisions**. The Principal will endeavor to conclude contract for supply of provisions and other services with same contractor subject to the comparison on quotes from all bidders for provisions commission percentage and other goods and services. However, the Principal reserves the right to conclude separate rate contract with a different supplier for supply of provisions and beverages. The Principal 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 Submarine. The Contractor will assist the Principal in procurement of necessary provisions and beverages and supply to the ship as per the projected requirements at the indicated time and date. The Contractor and the Provisions Supplier (if other than contractor) must coordinate, if so required for delivery of provisions to visiting ship(s).

15. **Supply of Fuel**. (if required and ordered)

(a) The Principal shall provide approximate quantity of fuel as ordered in LOGREQ.

(b) GST component **will not be paid** by the office and may be claimed by the contractor with Government of Australia.

(c) The Contractor will provide fuel as per actual price charged by the fuel supplier. The Contractor will submit the original delivery / receipt note duly endorsed and stamped by ship's crew and invoice from Fuel Supplier to the Principal.

(d) In cases where the actual supplier has charged for the fuel in US Dollars, Contractor is to confirm the currency of payment from Principal, before submitting final invoices to the Principal.

(e) The payment for fuel supply shall be made to the contractor (**without GST**) within 30 days upon presentation of invoice(s) and relevant documents.

16. **Arrangement of Supply of Non-Contracted Services and Goods.** The Principal may require services/goods beyond scope of the price schedule of this contract based on the specific requirements raised by visiting Ship(s). 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. However, the discretion and decision of the Principal will be final in so far as the nomination of supplier for non-contracted services/ goods are concerned. The contractor will be responsible to assist the Principal for carrying out market survey and getting multiple competitive quotes, provide recommendations on the performance of the sub-contractor and deliver purchase orders to the selected vendors.

17. **Port Provided Service Not Available.** In case any Port provided Service(s)/ Good(s) 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. Procurement of such service(s)/ good(s) will be deemed as Non-contracted service(s)/ good(s) and will be regulated as per Para 16 of this contract. The cost of transporting, mobilizing/ demobilizing and handling charges whilst deploying and de-inducting this item should also be indicated clearly.

18. **Technical Support.** The contractor will arrange Technical Support to the visiting Submarine as requisitioned by the Contractor. The Contractor will be required to arrange suitable technical expertise to advise the Principal on the scope of the work, time of completion and cost estimate. The Contractor may also be required to procure spare parts as per requirement projected by the Principal.

19. **Transport.** The indicated cost of transport, if arranged through the Contractor, should be all inclusive for trips within current state limits. 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.

20. **Chartering of Passenger Liners.** If under any exceptional circumstances a need arises to charter passenger liners, the Contractor will provide on specific the information related to availability, chartering and port calls of these vessels. The chartering of such passenger liners will be regulated as per para 16 of this contract.

21. **Pricing.** The Contractor shall arrange for fixed prices with the relevant

vendors on behalf of Principal for this Contract as set forth in Pricing Schedule. Charges from Port Authorities and other Government Agencies can be as per actual and could vary as per extant regulations in Australia. Pricing of all non-contracted service(s)/ good(s) will be regulated as per para 16 of this contract.

22. **Fall Clause**. If the rate contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, 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 rate contract and the rate contract would stand amended accordingly.

23. **Extra Charges**. No charges under any other expenditure head other than those indicated in the Pricing Schedule should be made by the Contractor. If services/ goods other than those indicated in the Pricing Schedule are requisitioned, the quotes for the same required to be approved by the Principal.

24. **General Assistance**. Contractor shall assist with all official requirements of the Ship associated with its port call, as requested by Principal or the Ship, or their duly authorized representatives. Contractor may also be required to assist Principals' advance parties arriving in port prior to the Ship's arrival with their logistics requirements.

25. **Liaison with Authorities**. Contractor will liaise with the Port Authorities for the arrangement of Tugs, Pilot and other port services as requisitioned by the Principal. The contractor should also ensure liaison with Port Authorities and Police/ Security agency of the port/ concerned area for the security of the ships and the crew and smooth entry of guests/vehicles/stores to the ships. Contractor should also liaise with immigration and other local authorities dealing with the port call of the ship (s) as and when requested by the Principal.

26. **Agency Fees**. The Contractor must cover all charges for interaction with the Port, Customs, Immigration, Police/ Security Agencies and other local authorities, and Manpower involved during the port call of the ship(s) under the Agency Fees.

27. **Cancellation Costs**. Upon notification of cancellation of a scheduled port visit, Contractor shall take immediate action to terminate all confirmed orders / sub-contracts for services and supplies as requested in the Logistics Request (LOGREQ) and any subsequent LOGREQ changes. In the event some services covered under this Contract cannot be cancelled owing to Government Regulations, the Principal shall be responsible for these incurred costs. Cancellation fees that are levied by the

Ports will be paid by the Principal in accordance with the respective port regulations. In case of services/ equipment (as requisitioned by the Principal as per LOGREQ) which may have already been mobilized from the yard / point of origin, the Principal shall be responsible only for charges for first day of intended use. For goods / services which will be charged by the Contractor to the Principal in cases of cancellation of intended post call, the Contractor will make available to the Principal such documentation/invoices to authenticate the cancellation fee / chargeable amount.

28. **Submission of Invoices and Relevant Documents**. The Contractor will be required to submit the invoices, third party invoices, quotations and other relevant documents in original to the Principal within 30 days of the departure of the Ship(s). The Contractor will also certify that all discounts, rebates, commissions or things of value received in the process of carrying out the competitive sourcing process for non-fixed priced items have been fully disclosed and returned to the High Commission of India, Canberra. The Contractor shall also certify that any fiduciary relationships with any of the vendors during this process have been fully disclosed to the Customer. The onus of making truthful certification will rest with the Contractor and both parties understand that the Contractor and its representatives will be liable for action prescribed under the Indian Procurement Laws. If it is discovered that a false statement or a false document has been made/submitted during the performance of the Contract in respect of the above clauses, the performance guarantee is liable to be forfeited.

29. **Overpayments**. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Principal has otherwise overpaid on a Contract financing or invoice payment, the Contractor shall remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the following (along with a copy of the remittance and supporting documentation to the High Commission of India, Canberra): -

- (a) Circumstances of the overpayment (eg. duplicate payment, erroneous payment, liquidation errors, discounts, rebates, commissions, date(s) of overpayment);
- (b) Affected Contract number and delivery order number, if applicable;
- (c) Affected fixed price/ non-contracted items or services, if applicable; and
- (d) Contractor points of contact.

30. **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.

31. **Termination.** Termination of the Contract could be affected if the Principal observes deterioration in the quality of service. The complaint by the ship would be brought to the notice of the agent. The Principal will serve 30 days' notice prior termination of the contract.

32. **Notice.** Except as otherwise expressly provided herein, for the purposes of this Contract all notices and other communications hereunder must be in writing and will be deemed given when delivered by commercial courier service or reputable overnight delivery service to the parties at the following addresses, or sent by electronic transmission, with confirmation received, to the facsimile number specified below (or at such other address or facsimile number for a party as may be specified by like notice).

33. **Arbitration Clause.** Disputes, if any, should be resolved by mutual consultations between the Principal and the Contractor, based on the provisions/terms and conditions of the contract itself. However, if the dispute is not resolved through such mutual consultations, either parties may resolve it as per relevant laws and regulations applicable in Australia or may agree for arbitration.

If to Principal:

Defence Wing
High Commission of India
3 Moonah Place, Yarralumla
Canberra, ACT - 2600
Email: da.canberra@mea.gov.in
Tele: +61-262737942
Fax: +61-262737943

If to Contractor:

Address, FAX, and email address of the Contractor

Annexure I

<u>Ser</u>	<u>Service</u>	<u>Unit</u>	<u>Fremantle, Perth Price (in AUD)</u>
(a)	Agency Fee – Familiarisation/ Recce Day	per day	
(b)	Agency Fee - First Day	per day	
(c)	Agency Fee- Subsequent days	per day	
(d)	Berthing Charges	per day	
(e)	Pilotage (IN/ OUT) – to include Pilot, Boat, fuel and any other cost involved	per move	
(f)	Pilot detention/ cancellation	per hour	
(g)	Port Leading hand for arrival and departure	per move	
(h)	Line handlers	per move	
(i)	Towage/ Tugs (for inwards and outwards and any additional moves)	per move	
(j)	Tug Fuel surcharge, if any	per service	
(k)	Brows of 16 mtr at wharf (quote to be of Two brow – actual numbers will be provided) including all relevant charges like mobilisation/ demobilisation (There must be one amount)	per day	
(l)	Crane for brows	per hour	
(m)	Yokohama Fenders at wharf including all charges like mobilisation/ demobilisation (There must be one amount)	ea per day	
(n)	Port Security per guard per hour, if necessary	ea per hour	
(o)	AQIS Pratique	service	
(p)	AQIS Inspection Charges	service	
(q)	Potable water charges all inclusive (no separate charges for connection and hoses)	per tonne	
(r)	Quarantine waste removal at wharf Charges for 660 litre bin are to be indicated Including all charges i.e. collection, transfer and disposal	per bin	
(s)	Sewage removal at wharf including all costs	per MT	
(t)	Oily water waste removal at wharf including all costs	per MT	
(u)	Oily sludge removal at wharf including all costs	per MT	
(v)	Grey water removal at wharf including all	Per MT	

	costs		
(w)	Crew change out/in fee	Per crew member	
(x)	Wifi multi user dongle (Minimum 500 GB data)	per dongle	
(y)	-Commercial grade (LSHSD) as on end July 23 and source of supply of fuel - Fuel price to be all inclusive -GST component will not be paid by the office and may be claimed by the contractor	Per MT	

TRANSPORT

(z)	Sedan including driver	ea 12 hrs a day, per day	
(aa)	20/24-seater mini bus including driver	ea 12 hrs a day, per day	
(bb)	45/50 seat tourist coach tourist including driver	ea 12 hrs a day, per day	

SERVICE CHARGES

(cc)	Commission percentage for purchase of SIM cards at actuals & activated thereafter by agency.		
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STORES SUPPLY

(dd)	The selected vendor would be required to provide supplies/ rations at market rates as per demand raised subsequently. Commission percentage for the same are also to be listed.		
(ee)	Commission percentage for any other charges not covered above		