

No. CAP/ADMN/120/1/2025
CONSULATE GENERAL OF INDIA
CAPE TOWN

Invitation seeking Bids for providing Services to
INSV Tarini during its visit to Cape Town (at Royal Cape
Yacht Club) between 30th March and 15th May, 2025

Request for Proposal (RFP)

1. Bids in a sealed cover are invited for items listed in Part II of this RFP. Please superscribe the above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

(a) Bids/queries to be addressed to hoc.capetown@mea.gov.in


(b) Postal address for sending the Bids:

Head of Chancery,
Consulate General of India,
8th Floor, The Terraces,
34 Bree Street, Cape Town City Centre,
Cape Town, 8001
South Africa

(c) Name/Designation of the contact person:

B. Subba Rao,
Head of Chancery,
Consulate General of India
Cape Town
Tel. No. 021-4198110/11
[E-Mail:-hoc.capetown@mea.gov.in](mailto:hoc.capetown@mea.gov.in)

3. The RFP is being issued with no financial commitment and the Consulate Client reserves the right to change or vary any part thereof at any stage. Client also reserves the right to withdraw the RFP, should it become necessary at any stage.


(B. Subba Rao)

Head of Chancery
Consulate General of India, Cape Town
3rd March, 2025

No. CAP/ADMN/120/1/2025
CONSULATE GENERAL OF INDIA
CAPE TOWN

TENDER INVITATION

Bids are invited from ship-chandelling agencies for providing services and provisions to INSV Tarini during its visit to Cape Town (at Royal Cape Yacht Club) between 30th March to 15th May, 2025. The bidders are required to submit **Technical** and **Financial** bids in two separate sealed envelopes. Detailed tender document along with details of services sought and provisions required can be downloaded from Consulate's website www.cgicapetown.gov.in or may be collected from the Consulate General of India, Cape Town, on any working day between 10:00 to 16:00 hrs., from **3-14 March, 2025**. Bids received after due date will not be considered. Technical Bids will be opened on **24th March, 2025** at **1500 hrs.**, and Financial Bids of those companies, which qualified at the technical evaluation stage, will be opened on same day at **1700 hrs.**



(B. Subba Rao)
Head of Chancery
Consulate General of India
Cape Town
3rd March, 2025

Part I - General Information

1. **Pre-qualification requirements:-**The reputation, capacity and credibility shall be evaluated before finalizing the bid and signing of the contract with the Company. The Company should have adequate experience in providing **Ship Chandler Services** in the past and must provide the following documents as a part of the bid.

- (a) Detailed profile including available technical expertise and the past experience of executing similar types of providing **ship chandler services** to the Government of India (GoI) establishments/Indian Missions/Posts abroad/other agencies of the Government of South Africa or its establishments. Copies of the contracts executed in the past may please be provided in support of their past experience.
- (b) Details of the Financial background of the Company.

2. **Last date and time for depositing the Bids:-**Last date and time for receipt of bids is **24th March, 2025 at 1000 hrs.** Bids in sealed covers are to be deposited in the Consulate General of India, Cape Town/reach the Consulate by the due date and time if they are sent by registered post/courier. The **technical and financial bids** should ***be sealed separately*** with clear indication and then both are to be put in one sealed envelope superscribing the Tender Number and Due Date of Opening and deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

3. **Manner of depositing the Bids:-**Sealed Bids should be either dropped in the Consulate General of India, Cape Town or sent by registered post/courier at the address given below so as to reach by **24th March, 2025 at 1000 hrs.** Tenders received after the due date/time will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by e-mail or in open condition will not be considered.

4. **Place of opening of the Bids:-**Bids shall be opened in the Consulate General of India, Cape Town in the presence of the members of the Tender Evaluation Committee and representatives of the respective bidders. The bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time mentioned above.

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

6. **Clarification Regarding Contents of the RFP:-**A prospective bidder, who requires clarification regarding the contents of the bidding documents, shall notify the client in writing about the clarification sought.

7. **Withdrawal of Bids:-**A bidder may withdraw their bid after submission if the client receives the written notice of withdrawal prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but a signed confirmation copy to be sent by post should follow. No bid shall be modified after the submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

8. **Clarification Regarding Contents of the Bids:-** During evaluation of the bids, the client may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

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

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

11. **Minimum Eligibility Criteria:**

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

(b) Should be able to provide **Ship Chandelling Services at Cape Town [at Royal Cape Yacht Club (RCYC)], South Africa.**

(c) Minimum **three years** experience in providing Ship Chandelling Services to ships (to include Sail Ship, Warships, Submarines, etc).

(d) Should have its **own/arrange to provide** ship Chandelling equipment, preferably located at all the ports/in near vicinity.

(e) Provide details of the countries to which ship chandelling services being provided currently with details of number and type of ships handled in the last three years.

(f) Provide details on ship chandelling assets held to provision Sail Ships/Warships/Vessels for more than one country at different ports.

(g) Should be able to sign contract with the Consulate General of India, Cape Town for providing the services being promised.

(h) Financially capable to do advance payments for all arrangements including fuel and logistics, etc., and subsequently raise the invoices for settlement with the Consulate General of India, Cape Town. Provide copies of the last three years financial reports including Profit and Loss Account, Balance Sheet, Tax Statements, etc.

(i) Adequate and well-trained manpower for providing ship chandelling services.

(j) Capability to provide services for all types of sail ships, warships, submarines, etc.

(k) Capability to provide security services/protection to the visiting vessel. Provide details of security manpower and equipment held.

(l) In addition, the company/agency should also be able to provide undermentioned additional services:

- (i) Medical assistance;
- (ii) Repairs of equipment onboard;
- (iii) Collection/dispatch of spare parts ex-India/clearance from the Customs in Cape Town on behalf of the Consulate General of India, Cape Town/ship;
- (iv) Obtaining visas and clearances from customs to facilitate arrival/ departure of personnel onboard;
- (v) Administrative arrangements to organize receptions on board the ship;

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

Part II-Essential Details

1. Scope of Work:

(a) The consolidated list of services required to be provided to the visiting INSV Tarini is placed at Enclosure 1. All items in the enclosure are to be quoted in local currency or in US Dollar indicating clearly the unit cost (i.e. per hour/per kg/per cubic metre/per ton, etc.)

(b) The ship handling agency should provide all services to INSV Tarini visiting Cape town in proper time and deal with all port formalities in accordance with port authorities' requirements and other officials, during entry and exit of the vessel.

(c) The ship handling agency should provide necessary assistance for customs and immigration clearance to INSV Tarini and its crew.

(d) The ship handling agency should provide estimated cost of fuel based on Government of South Africa's rates. The final cost will be calculated at actuals as per the usage for each individual services and rates of the Government of South Africa (without any tax) by INSV Tarini.

(e) Cost of all other services as indicated in enclosure 1, will be given per kg/ per hour/per cubic meter/per ltr, etc. and actual cost will be calculated as per the requirement of the Vessel.

(f) The payment guarantor to all the services availed by INSV Tarini will be the Consulate General of India, Cape Town.

(g) The ship handling agency has to obtain proof of services from the INSV Tarini and submit daily signed documents such as all the Invoices and the Delivery Acceptance for all the supplied and services by the agency to the Consulate General of India, Cape Town for settlement.

(h) The agency fee will be the fee agreed upon in the Commercial Offer.

(i) The service provided to INSV Tarini and the terms and conditions agreed upon are confidential and should not be disclosed to any third party without the consent of the "Principal".

(k) The legal address and the bank details of the ship handling agency are to be quoted clearly in the commercial offer.

(l) **Supply of Fuel (LSHFHSD):**-The ship handler should indicate in the technical bid that they will be able to supply the fuel **(LSHFHSD)** and the cost should be on actuals, as per the Govt's rate and without VAT.

Transportation:-The complete responsibility of safe movement of the ship's crew into and out of the port premises during the ship's stay at Cape Town will lie with the ship handling agency.

(m) Inspection/Acceptance/Rejection:-The Commanding Officer of INSV Tarini, being the end user, will be the final inspecting authority and will have the right to reject the services if found unsuitable/different from the initially agreed upon between the Principal and the Ship handling agency.

(p) Delivery period:-The tentative ETA of INSV Tarini (Place and Duration will be intimated). Any change in vessel's programme will be intimated by the Principal without any delay. **All services contracted should be provided during the period of the Vessel's stay.**

2. The detailed anticipated category of Logistic Requirements is placed at Enclosure 1.

Part III-Standard Conditions of RFP

The Bidder is required to give confirmation of his acceptance of the standard conditions of the request for proposal mentioned below which will automatically be considered as part of the contract concluded with the successful Bidder (i.e. Company in the contract) as selected by the Client. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Effective Date of the Contract:-**The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract.
2. **Arbitration:-**All disputes or difference arising out of or in connection with the contract shall be settled by bilateral discussion. Any dispute, disagreement or question arising out of or relating to the contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration.
3. **Penalty for use of Undue influence:-**The company undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the client or otherwise in procuring the Contracts or obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Company or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the company or anyone employed by him, or acting on his behalf shall entitle the Client to cancel the contract and all or any other contracts with the company and recover from the company the amount of any loss arising from such cancellation. A decision of the client or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Company. Giving or offering of any gift, bribe or inducement or any attempt at any at any such act on behalf of the company towards any officer/employee of the client or to any other person in a position to influence any officer/employee of the client for showing any favour in relation to this or any other contract, shall render the company to such liability/penalty as the client may deem proper, including but not limited to termination of the contract and refund of the amounts paid by the Client.
4. **Agents/Agency Commission:-**The Company confirms and declares to the client that the Company is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Company;

nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The company agrees that the present declaration is in any way incorrect or if at a later stage is discovered by the client that the company has engaged any such individual/firm, and paid or intended to pay any amount, gift, rewards, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this company will also be debarred from entering into any supply contract.

5. **Access to Books of Accounts:-**In case it is found to the satisfaction of the client that the company has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the company, on a specific request of the client, shall provide necessary information/inspection of the relevant financial documents/information.

6. **Non-disclosure of Contract documents:-**Except with the written consent of the client/company, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. **Termination of Contract:-**The client shall have the right to terminate this contract in part or in full in any of the following cases:-

(a) The delivery of the services is delayed for causes not attributable to *Force Majeure* for more than **05 days** after the scheduled date of providing the services.

(b) The company is declared bankrupt or becomes insolvent.

(c) The delivery of services is delayed due to causes of *Force Majeure* by more than **05 days** provided *Force Majeure* clause is included in contract.

(d) The client has noticed that the company has utilised the services of any Indian/Foreign agent for getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

8. **Notices:-**Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

9. **Amendments:-**No provision of present Contract shall be changed or modified in anyway (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

Part IV - Special Condition of RFP

The Bidder is required to give confirmation of their acceptance of Special Condition of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. company in the Contract) as selected by the Client. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Payment terms.** The applicable payment terms are indicated below:
 - (a) The payment will be made in US Dollar or ZAR by Bank Transfer;
 - (b) **The payment will be made on actuals based on the services provided and signing of the Delivery Acceptance Act by the Commanding Officer of INSV Tarini, within 30 bank days from date of departure of the Vessel and on receipt of the Original invoices at the Consulate General of India, Cape Town.**

2. **Force Majeure Clause**
 - (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such *Force Majeure* circumstances such as Flood, Fire, Earth Quake and other acts of God as well as War/Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
 - (b) In such circumstances, the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - (c) The party for which it becomes impossible to meet obligations under this contract due to *Force Majeure* conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than **05 (five) days** from the moment of their beginning.
 - (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

3. **Specification:-**The following Specification clause will form part of the contract placed on successful Bidder - The ship handling agency guarantees to meet the specifications as per Part-II of the RFP.

4. **Inspection Authority:-**The Commanding Officer of INSV Tarini ship being the end user, will be the final inspecting authority and will have all right to reject the services if found unsuitable/different from the initially agreed upon terms and conditions the Principal and the Ship handling agency.

Part V - Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria:-**The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder.
 - (c) The Bidders are required to spell out the rates of duty, VAT, etc. in unambiguous terms. If reimbursement of Duty/VAT is intended as extra, over the quoted prices, the Bidder must specifically say **so**.

SCOPE OF WORKS/ SERVICES FOR THE TENDER
INVITED FOR PROVIDING SERVICES TO THE
VISITING INSV TARINI TO CAPE TOWN (At Royal
Cape Yacht Club)
From 30th March to 15th May, 2025

INSV Tarini is likely to visit Cape Town (at Royal Cape Yacht Club) between 30th March to 15th May, 2025. Quotes should include all the charges involved in providing following services/items to the visiting vessel as per under mentioned Format:

The dimension of Vessel is as follows:

- (a) Length – 17.1 mtrs
 Breadth – 5.0 mtrs
 Draught – 2.7 mtrs (max)
 Tonnage –23 tonnes

<u>Service</u>	<u>Unit</u>	<u>Price</u> <u>(in ZAR/ USD)</u>	<u>Remarks</u>
Agency Fee – Familiarisation/ Recce Day	per day		
Agency Fee - First Day	per day		
Agency Fee- Subsequent days	per day		
Berthing Charges at RCYC if applicable	per day		
Pilotage (IN/OUT) – to include Pilot, Boat, fuel and any other cost involved	per move		
Pilot detention/ cancellation	per hour		
Port Leading hand for arrival and departure	per move		
Line handlers	per move		
Towage/ Tugs (for inwards and outwards and any additional moves)	per move		
Tug Fuel surcharge, if any	per service		
Brows of 16 mtr at wharf (quote to be of Two brow – actual numbers will be provided) including all relevant charges like mobilisation/ demobilisation	per day		
(There must be one amount)			
Crane for brows	per hour		
Yokohama Fenders at wharf including all charges like mobilisation/ demobilisation	ea per day		

(There must be one amount)			
Port Security per guard per hour, if necessary	ea per hour		
Medical Pratique	service		
AQIS Inspection Charges	service		
Potable water charges all inclusive (no separate charges for connection and hoses)	per tonne		
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		
Sewage removal at wharf including all costs	per MT		
Oily water waste removal at wharf including all costs	per MT		
Oily sludge removal at wharf including all costs	per MT		
Grey water removal at wharf including all costs	Per MT		
Crew change out/in fee	Per crew member		
Wifi multi user dongle (Minimum 100 GB data)	per dongle		
Sim Cards with entitled Airtime and Data	As per actuals		
1x Breasting barge -	per day		
On hire survey of barge	ea		
Off hire survey of barge	ea		
1 x sausage hire fender	ea per day		
Boat and crew for positioning of breasting barges	per service		
02 pax crew transfer boat (from 0900-0100 hrs+1)	per day		
-Commercial grade (LSHSD) as 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		
SERVICE CHARGES			
Commission percentage for purchase of SIM cards at actuals & activated thereafter by agency.			
STORES SUPPLY			
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.			

Commission percentage for any other charges not covered above			
Requirement of Items/ Emergency Repairs			
Selected vendor will be required to provide supplies of sails/ repairs of sails and all other repairs would be required to undertake during the stay at Cape Town.			

**DRAFT CONTRACT FOR PROVIDING SHIP HUSBANDING SERVICES
TO INDIAN NAVAL SAILING VESSEL VISITING CAPE TOWN BETWEEN
30th MARCH – 15 MAY 2025**

1. This Contract is made between the Consulate General of India, Cape Town (Principal) and _____ (Contractor).
2. **General:-**Ship Husbanding Services and Supplies as required for the Indian Naval ship's calling at port of Cape Town. 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 June, 2025. The contractor will continue to support the requirement of the Principal in accordance with the terms and conditions in the existing contract till 01 July, 2025 or mutually terminated before.
4. **Definitions – Day.** The definition of a day for various services will be from **00:01 – 23:59 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 any other person(s) as authorized by the Consulate General of India, Cape Town.
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 ship on arrival or advised by the Principal. Port entry passes for crew, all stake holders/ 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 / Ship 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 Ship and its authorised representative as otherwise stipulated in the contract.

12. **Personnel.** All personnel employed by the Contractor to deal directly with the Ship 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 Ship at short notice, if required

13. **Berthing.** The contractor will be responsible to liaise with the concerned **Port authorities/ RCYC** at Cape Town for provision of a suitable berth for visiting ship(s). 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 Ship(s). 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**

- (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 Republic of South Africa.
- (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 Ship(s) 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 South Africa. 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 port 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.

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:

Head of Chancery
Consulate General of India
8th Floor, 34 Bree Street,
Cape Town City Centre,
Cape Town, 8001
hoc.capetown@mea.gov.in

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 South Africa or may agree for arbitration.
