

TENDER NOTICE

1. Sealed tenders are invited from companies to provide ship-husbanding services and provisions to Indian Naval/Coast Guard ships calling at ports in the Philippines. Details of services required and the contract template are placed at enclosure.
2. Quotation in sealed envelope may be forwarded to Head of Chancery, Embassy of India, 2190, Paraiso Street, Dasmarinas Village, Makati City, Metro Manila, Philippines and should reach by **30 Mar 2020 by 5:30 PM**. Commercial Quotation is to be submitted as per the proforma provided at Enclosure.
3. To safeguard against bidder's withdrawing or altering its bid during the bid validity period, Bid Security (Earnest Money) amounting to **USD 5,000/-** may be sent along with the quotations in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee with a date of forty-five days beyond the bid validity period. The commercial bid and company profile will be evaluated by a board of officers in Embassy of India, Manila. The company quoting lowest and having good experience in providing Ship-husbanding service will be awarded the contract. Bid security of the unsuccessful bidders will be returned to them on or before 30 days after award of the contract.
4. The company would be required to enter into one year contract (effective from the date of signing) with the Embassy of India, Manila for supplying contracted services / provisions at fixed price as per quotation and also assist in arranging non contracted services that may be sought from time to time based on requirement. Further, to ensure due performance of the contract, the successful bidder have to deposit 'Performance Security' amounting to **USD 10,000/-** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee with a date of sixty days beyond the date of completion of all contractual obligations. The performance security is required to be deposited prior signing of contract or within 10 days after intimation of award of contract whichever is earlier. Bid security will be returned to the successful bidder on receipt of Performance Security.

Performance Security will be forfeited and encashed by the Embassy of India, Manila in the event of breach of contract or deterioration of goods and services provided by the contractor.

5. Further clarifications can be sought from the Embassy of India on email id def.singapore@mea.gov.in or at the following address on working days from **10 AM to 1 PM** and from **2.30 PM to 5 PM**: -

Embassy of India
2190, Paraiso Street
Dasmariñas Village
Makati City, Metro Manila
Philippines
Tele: 0063-2-8173665
Fax: 0063-2-8158151
Email: hoc.manila@mea.gov.in


(Sandeep Marathe)
Captain, IN
Defence Adviser

09 Mar 20

Encl.: - Services and goods required

**(Enclosure to Tender Notice of Eol,
Manila dated 09 Mar 20)**

**SCOPE OF WORKS/SERVICES FOR THE TENDER INVITED FOR PROVIDING
SERVICES TO INDIAN NAVY/ COAST GUARD SHIPS VISITING PHILIPPINES**

1. A number of Indian Navy and Coast Guard ships visit ports at Philippines for short durations from time to time. The visiting ships may berth at Philippine Navy/ Philippine Coast Guard bases, or at commercial facilities in Philippines, depending on specific requirements.
2. Quotations are invited for providing ship-husbanding services to Indian Naval and Coast Guard ships visiting Philippines. Quotes should be in **US Dollars** and should include all the charges involved in providing services and provisions to the visiting ships at any govt owned / commercial berth in Philippines.
3. In the event that quotations for certain items may not remain valid throughout the envisaged contract period, the validity period of each such item/service must be clearly indicated.
4. Quotations may include additional services that may be deemed necessary to supply the item indicated or provide the indicated service at berth.
5. Any item that has not been quoted should be indicated by NA/No Quote.
6. Adequate details are to be provided to eliminate any ambiguity in the interpretation of the 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 a month from the date of submission of invoices.
8. **Ship-Husbanding Services to be Quoted.** The ship-husbanding services sought include the following: - (***To be quoted as per proforma annexed***)

<u>Ser</u>	<u>Services</u>	<u>Unit</u>	<u>Remarks</u>
1.	Port dues	As required	Indicate clearly if charges differ based on GRT of the ship
2.	Berthing Charges	per day (OR per hour if different)	Indicate clearly if charges differ based on GRT of the ship

<u>Ser</u>	<u>Services</u>	<u>Unit</u>	<u>Remarks</u>
3.	Pilotage charges for IN & OUT movement of ships	Per pilot per job (OR per hour if tariff is applied on hourly basis)	Indicate clearly if charges differ based on GRT of the ship
4.	Tugs services for IN & OUT movement of ships	Per Tug per hour	Minimum time for hire, if mandated by Port Authorities, or otherwise, to be indicated
5.	Line Handling services on arrival & departure for a group of minimum six (06) men. Cost of additional personnel, if required should be indicated proportionately.	per job	Should include all the charges involved in line handling and related services.
6.	30 to 45 ft Gangway Hire charges	Per unit per day	Should include transportation charges, cranes charges, man power and equipment involved for mobilisation and demobilisation
7.	45 to 70 ft Gangway Hire charges	Per unit per day	
8.	Hire charges for Garbage bin including mobilisation, demobilisation and disposal (Standard requirement - 18 Cubic M capacity. Dimensions may be indicated if different from those sought)	Per unit per day	Should include transportation charges, cranes charges, man power and equipment involved for mobilisation and demobilisation
9.	Diving Services (3 divers & 1 POC) with motor boat and operator	Per job	Indicate minimum time mandated per job
10.	Port Security Services	Per guard	Indicate duty hours per guard
11.	Pollution Control Boom	Per day	
12.	Sullage Collection by 20 Cubic Meter Tank by Road	Per tank per Job	Charges to include mobilisation and demobilisation
13.	Sewage Collection by 20 Cubic Meter Tank by Road	Per tank per Job	
14.	Fresh (Potable / Drinking) Water	Per ton	Indicate mandated minimum quantity to be ordered, if any
15.	Pneumatic Fenders	Per fender per day	Charges to include mobilisation and demobilisation
(a)	1 m x 1.5 m		
(b)	2 m x 3.5 m		

<u>Ser</u>	<u>Services</u>	<u>Unit</u>	<u>Remarks</u>
(c)	3.3 x 6.5 Metre		
(d)	Submarine Type		
16.	Mobile Handsets with SIM cards and Top Up Cards for local and IDD call and data as per actuals	Per SIM with Handset per day	
17.	Hire charges for Internet Dongle / Wi-Fi Routers with unlimited High-Speed data	Per unit per day	
18.	Agency Fee	Per ship per day	
19.	Supply of English Newspapers – Manila Bulletin	Per paper	
20.	Collection of spares from local air freighters, Airport including Customs Clearance	Per job	Indicate if there are different charges for different weight category
21.	Does Company have restrictions/ limitations in providing services to any of the port in Philippines. Specify if any		

Transport Services: -

<u>Ser</u>	<u>Type of Vehicle</u>	<u>Rate in USD</u>	
		<u>Half Day (08 Hours)</u>	<u>Full Day (16 Hours)</u>
22.	Sedan		
23.	5 Seater		
24.	12 Seater		
25.	44 Seater		
26.	Water Taxi (Indicate with capacity)		

Note: - Value Added Tax (VAT) for all the above quotes should be shown separately for claiming the VAT, if applicable.

9. **Supply of Fuel.** Taking into consideration the volatile nature of the fuel prices, the Contractor will be required to submit at least **four** quotations obtained from PPA accredited bunker suppliers (as amended from time to time) or authorised (licensed) fuel suppliers for the fuel to the Principal at least three working days in advance of the ship(s) making port call.

10. **Supply of Provisions.** 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 vessel. The Contractor will assist the Principal in procurement of necessary food and beverage provisions on competitive basis and supply to the vessel as per the projected requirements. To this end, the Contractor will be required to obtain at least **four** quotations from commercial suppliers and submit the same to the Principal for its approval prior arranging supply to the vessel on the date indicated.

11. **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. The Contractor will be given first opportunity to arrange all non contracted services/ goods, based on the condition that competitive market prices will be sought by the Contractor. To get fair and reasonable prices for all non contracted services/ goods amounting to **USD 340.00** (Or Equivalent local currency ie Philippine Peso) and above in a single invoice, the Contractor will be required to arrange **four** competitive quotations and send it to the principal for approval. The discretion and decision of the Principal will be final in so far as the nomination of supplier for non contracted services/ goods are concerned.

12. **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 amended accordingly.

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

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

CONTRACT TEMPLATE

CONTRACT FOR HANDLING INDIAN NAVAL AND COAST GUARD SHIPS VISITING PHILIPPINES FOR THE PERIOD FROM _____ TO _____

1. This Contract is made between the Embassy of India, Manila (Principal) and M/s _____ (Contractor).
2. **General.** Husbanding Services and Supplies as required for the Indian Naval and Coast Guard ships calling at ports of Philippines. Ships may berth at Philippine Navy/ Coast Guard berths as well as commercial berths in Philippines depending upon specific requirements of the deployment. 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 for a period of One (01) year. The Contractor will continue to support the requirement of the Principal in accordance with the terms and conditions in the existing Contract till the contract is renewed or terminated. Port and other charges like immigration, which will be as per actuals, could vary as per the Government regulations in force.
4. **Performance Security Deposit.** To ensure due performance of the contract, the successful bidder have to deposit 'Performance Security' amounting to **USD 10,000/-** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee with a date of sixty days beyond the date of completion of all contractual obligations issued in the name of 'Embassy of India, Manila'. The performance security is required to be deposited prior signing of contract or within 10 days after intimation of award of contract whichever is earlier. Bid security (Earnest Money) submitted along with quotations and Company profile, will be returned to the successful bidder on receipt of Performance Security. Performance Security will be forfeited and encashed by the Embassy of India, Manila in the event of breach of contract or deterioration of goods and services provided by the contractor.
5. **Supply of Fuel.**
 - (a) The Principal shall provide ***advance intimation of the approximate quantity of fuel*** to be supplied at the earliest and fix the time with the Contractor for fuelling 5-6 days working days prior to arrival of the Vessel at the designated Port.
 - (b) Taking into consideration the volatile nature of fuel prices for which the supplier will not accept resale or return of the fuel supplied, the fuel is deemed sold and supplied to the Principal upon ***confirmation*** of the quantity of fuel request by the Principal and the Contractor accepting the delivery of fuel from the supplier.

(b) The Contractor will be required to submit at least **four** quotations obtained from PPA accredited bunker suppliers (as amended by from time to time) or authorised (licensed) fuel suppliers for the fuel to the Principle at least three working days in advance of the Vessel making port call.

(c) The contractor will provide fuel at the market price and will not charge more than 5% on market price as service charges. The Contractor will submit the original bills of Fuel providing company to the Principal along with the documents / quotations received from all bidders for supply of fuel.

(d) The payment for fuel supply shall be made to the Contractor upon presentation of original invoice(s) of the fuel supplier along with quotations obtained from all bidders.

6. **Supply of Provisions.** 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 vessel. The Contractor will assist the Principal in procurement of necessary food and beverage provisions on competitive basis and supply to the vessel as per the projected requirements. To this end, the Contractor will be required to obtain at least **four** quotations from commercial suppliers and submit the same to the Principal for its approval prior arranging supply to the vessel on the date indicated.

7. **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. The Contractor will be given first opportunity to arrange all non contracted services/ goods, based on the condition that competitive market prices will be sought by the Contractor. To get fair and reasonable prices for all non contracted services/ goods amounting to **USD 340.00** and above in a single invoice, the Contractor will be required to arrange **four** competitive quotations and send it to the principal for approval. The discretion and decision of the Principal will be final in so far as the nomination of supplier for non contracted services/ goods are concerned.

8. **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 amended accordingly.

9. **Option Clause.** The Principal has the option of requesting the Contractor to extend the term of the Contract for a minimum period of one year or more, as mutually agreed at the rates prescribed in the effective Contract (in force).

10. **Commissions & Rebates Clause for Non Fixed Priced Items.** The ordering authority (DA or Asst to DA on behalf of the Principal) from time to time may require services and goods which have not been accorded a fixed price in the schedule of services. The Contractor will assist the Principal for carrying out a market survey by getting multiple competitive quotes, provide recommendations on the performance of the subcontractor and deliver purchase orders to the selected vendors. The

Contractor shall liaise with the vendor for efficient delivery of these services and maintain a record of the competitive quote process till 2 years after completion of the Contract. The Contractor shall be required to produce these documents as when requested during an audit process by the Embassy of India, Manila or any other Indian Government entity that has been authorized by Government of India to audit the purchasing process under the Contract. In assisting the ordering authority with the market survey, **the Contractor will disclose any fiduciary relationship with any of these vendors to ensure that there is no “conflict of interest”**. **The Principal has the right to use a different vendor for procurement of services whenever fiduciary relationships exist, are discovered or are disclosed. The Contractor will return all rebates or commissions received from these vendors on any of these transactions / invoices to the Principal within 45 days of the departure of the vessel.** The Principal will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor). The Contractor shall obtain materials at the most advantageous and competitive prices available with due regard to securing prompt delivery of satisfactory materials and give credit (by issue of a credit note) to the Principal for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the Contract.

11. The Contractor will be required to submit a report to the Principal within 45 days of departure of ship for all port calls stating the following: -

- (a) Name of Vessels.
- (b) Port of Call
- (c) Date of Call i.e. Actual Time of Arrival (ATA) & Actual Time of Departure (ATD)
- (d) Final Billing in US Dollars or Philippine Peso.
- (e) **Any discounts, rebates or commissions received in sourcing Non Fixed Price Items.**

12. The Contractor will also certify in each report 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 Embassy of India, Manila. 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.

13. **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: -

- (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 line item or non fixed price service, if applicable; and
- (d) Contractor points of contact.
- (e) Provide a copy of the remittance and supporting documentation to the Embassy of India, Manila.

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

15. **Logistics Requirement.** Logistics Requirement (LOGREQ) is defined as the firm placement of order by the Principal. Any enquiry/information sought of price estimates/availability should not be construed as a LOGREQ.

16. **Notification of Required Services.** Principal or the Vessel shall provide, via email/Fax, a copy of the 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.

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

18. **Berthing.** The Contractor will be responsible to liaise with the Port Authorities for provision of a suitable berth for the ship in case the ship is to be berthed in any port in Philippines other than PN or PCG bases. 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 request to Port. In case of berthing in PN or PCG bases, the Principal will liaise with the authorities to facilitate berthing. Representative of the Contractor will be required to attend the coordination meeting with the authorities and progress/liaise with them thereafter.

19. **Diplomatic Clearance**. The Principal will ensure that the Diplomatic Clearance Note is forwarded to the Contractor and the latter will ensure that the document is forwarded to the Port to ensure permit entry of the vessel.

20. **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 and fuel onboard the ship(s) 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. 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.

21. **Clearing of Consignment**. The Contractor will clear the consignment with customs and deliver it onboard on the date of arrival of the consignment at the airport.

22. **Urgent Requirements**. The Contractor should assist the Principal during any exigency where there is an urgent requirement arising at short notice to the ships, like clearance of ship's critical spares, repatriation of crew etc. All such requirements will be construed as a firm order once a written confirmation is received from the principal via email or fax.

23. **Chartering of Passenger Liners**. If under any exceptional circumstances a need arises to charter passenger liners, the Contractor will provide on specific request the information related to availability, chartering and port calls of these vessels. The basic principles of transactions with respect to Services, supplies, invoices, commissions, rebates etc would be as for this Contract.

24. **Purchasing Supplies and Services**. When requirements exist for items not listed in Pricing Schedule, Contractor will be responsible for providing the requirements subject to its availability in the local market or time permitting, imported from the nearest available market. Contractor shall arrange the purchase of requirements from reliable sources. Approval of the Principal's Office shall be taken for all such supplies and/or services ordered which are not priced. All such purchases of items will be construed as a firm order once released in writing from the Principal to the Contractor.

25. **General Assistance**. Contractor shall assist with all official requirements of the Vessel associated with its port call, as requested by Principal or the Vessel, or

their duly authorized representatives. Contractor may also be required to assist Principals' advance parties arriving in port prior to the Vessel's arrival with their logistics requirements. Contractor shall arrange for hotel rooms for advance planning teams or by request of the Principal.

26. **Liaison with Authorities**. Contractor will liaise with the Port Authorities for the arrangement of Tugs and Pilot as requisitioned by the Principal. The contractor should also ensure liaison with Port Authorities and Police of the port/concerned area for the security of the ships and the crew and smooth entry of guests/vehicles/stores to the ships.

27. **Exchange of Information**. An important requirement of services under this Contract is to ensure a prompt exchange of information between Contractor and the Principal. Contractor will keep the Principal or its designated representative informed of the status of delivery of supplies and services. Problems, delays in service, schedule changes, conflicts in schedule and any other questions encountered by the Contractor should be brought to the attention of the appropriate point of contact (Principal's Office / Vessel or its designated representative) as soon as possible. Intimation of problems / delays does not however alter, modify or nullify liability of the Contractor towards the Principal or the Vessel and its authorised representative as otherwise stipulated in the contract.

28. **Cancellation Costs**. Upon notification of a port visit cancellation, Contractor shall take immediate action to terminate all services and supplies requested in the Logistics Request (LOGREQ) and any subsequent LOGREQ changes. If cancellation for the port visit occurs within 48 hours from scheduled arrival, Contractor is entitled to the First Day of Services as shown in the Pricing Schedule. In the event some services covered under this Contract cannot be cancelled, the Principal shall be responsible for these incurred costs. Cancellation of the services will be charged by the Contractor only in the case of services/equipments mobilized from the yard/point of origination. Cancellation fees that are levied by the Ports will be paid by the Principal in accordance with the respective port regulations. The Contractor will make available to the Principal such documentation/invoices to authenticate the cancellation fee.

29. **Agency Fees**. The Contractor must cover all charges for all interaction with the Port, Customs, Immigration, Police and other local authorities under the Agency Fees.

30. **Definitions – Day**. The definition of a day for various services will commence from **0001 – 2359 hrs.**

31. **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 other than those indicated in the Pricing Schedule are requisitioned, the quotes for the same have to be approved by the Principal.

32. **Operations**. The Contractor will also maintain a centrally functioning Operations Centre (OPCEN) to ensure the information received from the ship is correctly and effectively communicated so that all necessary actions are taken.

OPCEN will also ensure that ship calling on port gets the required information on the Port of Call. OPCEN should act as a single POC for the Contractor on all operational matters. Contractor / OPCEN will advise the Principal on all prevailing rules and regulations in force in the Port of Call. OPCEN will handover communications to the local office at the appropriate time just prior to the Call. The Principal agrees to keep the respective OPCEN copied in all communications with the local offices.

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

34. **Transport.** The indicated cost of transport, if arranged through contractor, should be all inclusive and for trips within the city 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. In case of vehicle breakdown during employment the Contractor must ensure availability of replacement vehicle within one hour. All vehicles should be air-conditioned, clean and in good material condition.

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

36. **Personnel.** All personnel employed by the Contractor to deal directly with the Vessel must speak and understand English and be able to discuss technical aspects of shipboard requirements and services available within the port. The Contractor's representative must be available (either in person or by phone) 24 hours a day, for the entire duration of the port call and shall have the ability and means at his disposal to be present on the Vessel, if required. In addition, a representative capable of dealing with any eventuality will need to be positioned at the berth daily from 0800 hrs till personnel return from shore at 2359 hrs. Selection of personnel deputed for any service onboard or management of services for the vessel(s) of the Principal, shall be with consideration to the political and cultural sensitivities of the Govt of India.

37. **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.

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

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

39. **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).

If to Principal:

Embassy of India
2190, Paraiso Street
Dasmarinas Village
Makati City, Metro Manila
Philippines
Tele: 0063-2-88173665
Fax: 0063-2-88158151
Email: hoc.manila@mea.gov.in

If to Contractor:

PROFORMA FOR QUOTING PRICES OF ITEMS AND SERVICES

<u>Ser</u>	<u>Services</u>	<u>Unit</u>	<u>Remarks</u>
1.	Port dues	As required	Indicate clearly if charges differ based on GRT of the ship
2.	Berthing Charges	per day (OR per hour if different)	Indicate clearly if charges differ based on GRT of the ship
3.	Pilotage charges for IN & OUT movement of ships	Per pilot per job (OR per hour if tariff is applied on hourly basis)	Indicate clearly if charges differ based on GRT of the ship
4.	Tugs services for IN & OUT movement of ships	Per Tug per hour	Minimum time for hire, if mandated by Port Authorities, or otherwise, to be indicated
5.	Line Handling services on arrival & departure for a group of minimum six (06) men. Cost of additional personnel, if required should be indicated proportionately.	per job	Should include all the charges involved in line handling and related services.
6.	30 to 45 ft Gangway Hire charges	Per unit per day	Should include transportation charges, cranes charges, man power and equipment involved for mobilisation and demobilisation
7.	45 to 70 ft Gangway Hire charges	Per unit per day	
8.	Hire charges for Garbage bin including mobilisation, demobilisation and disposal (Standard requirement - 18 Cubic M capacity. Dimensions may be indicated if different from those sought)	Per unit per day	Should include transportation charges, cranes charges, man power and equipment involved for mobilisation and demobilisation
9.	Diving Services (3 divers & 1 POC) with motor boat and operator	Per job	Indicate minimum time mandated per job
10.	Port Security Services	Per guard	Indicate duty hours per guard
11.	Pollution Control Boom	Per day	

Ser	Services	Unit	Remarks
12.	Sullage Collection by 20 Cubic Meter Tank by Road	Per tank per Job	Charges to include mobilisation and demobilisation
13.	Sewage Collection by 20 Cubic Meter Tank by Road	Per tank per Job	
14.	Fresh (Potable / Drinking) Water	Per ton	Indicate mandated minimum quantity to be ordered, if any
15.	Pneumatic Fenders	Per fender per day	Charges to include mobilisation and demobilisation
(a)	1 m x 1.5 m		
(b)	2 m x 3.5 m		
(c)	3.3 x 6.5 Metre		
(d)	Submarine Type		
16.	Mobile Handsets with SIM cards and Top Up Cards for local and IDD call and data as per actuals	Per SIM with Handset per day	
17.	Hire charges for Internet Dongle / Wi-Fi Routers with unlimited High-Speed data	Per unit per day	
18.	Agency Fee	Per ship per day	
19.	Supply of English Newspapers – Manila Bulletin	Per paper	
20.	Collection of spares from local air freighters, Airport including Customs Clearance	Per job	Indicate if there are different charges for different weight category
21.	Does Company have restrictions/ limitations in providing services to any of the port in Philippines? Specify if any.		

Transport Services: -

Ser	Type of Vehicle	Rate in USD	
		Half Day (08 Hours)	Full Day (16 Hours)
23.	Sedan		
27.	5 Seater		
28.	12 Seater		
29.	44 Seater		
30.	Water Taxi (Indicate with capacity)		

Note: - Value Added Tax (VAT) for all the above quotes should be shown separately for claiming the VAT, if applicable.