



EMBASSY OF INDIA

545-547, Merchant Street

Post Box No. 751

Yangon, Myanmar

Tel: (951) 391219, 243972, 388412

Fax: (951)254086, 250164, 388414

Email: www.embassyofindiayangon.in

TENDER NOTICE FOR APPOINTING SHIP CHANDLER
FOR SUPPLY OF FUEL, PROVISIONS ETC

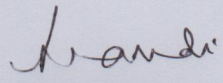
1. Sealed tenders are invited from chandlers/companies to provide fuel, provisions and other services/goods to Indian Naval (IN)/Coast Guard (ICG) ships and Aircraft visiting Myanmar from **04 Mar 2022 to 03 Mar 2023** (extendable by one year on mutual consent). Details of tender may be seen at www.embassyofindiayangon.in / CPP Portal: <https://eprocure.gov.in>. The last date submitting quotations/rate is **24 February 2022**.

2. Quotation along with company profile (including to details of past experience of providing logistic support to warships in Myanmar International Terminal Thilawa (MITT), Yangon during the last four years, financial statements for last two years, details of assets owned by the company, ownership details etc.) in separate sealed envelopes may be forwarded to Office of the Naval Attaché, Embassy of India, 545-547, Merchant Street, Post Box No. 751, Yangon, Myanmar and should reach by **24 February 2022**.

3. The company would be required to enter into one-year contract with Embassy of India, Yangon for supplying provisions at fixed price as per quotation.

4. Further clarifications can be sought from the Embassy of India at the following address during working days from **10 AM to 1 PM** and from **2.30 PM to 5 PM**:-

Embassy of India
(for Naval Wing)
545-547, Merchant Street
Yangon, Myanmar
Tel : 95-1-245071
Fax : 95-1-242110
E-mail : na.yangon@mea.gov.in


(Sankar Nandi)
Head of Chancery
4 February 2022

Encl:- Services required

**Enclosure to EoI, Yangon Tender Notice
Dated 04 February 2022)**

**SCOPE OF WORKS / SERVICES FOR THE TENDER INVITED
FOR PROVIDING SERVICES TO SHIPS / AIRCRAFT VISITING MYANMAR
FROM 04 MARCH 2022 TO 03 MARCH 2023**

1. Indian Naval and Coast Guard ships / aircrafts visit Myanmar for short durations from time to time. The ships usually berth at Myanmar International Terminal Thilawa (MITT), Yangon or other facilities/berths at ports in Myanmar, depending on specific requirements.
2. Sealed quotations are invited for providing (i) provisions and (ii) fuel and other services (two separate quotations as per Annexure A and B) to the visiting Indian Naval and Indian Coast Guard ships / Aircrafts to Myanmar from **04 March 2022 to 03 March 2023** (extendable by one year on mutual consent). Quotes should be in US Dollars and should include all the charges involved in providing (i) & (ii) above to the visiting ships at MITT, Yangon.
3. In the event quotations for certain items are not valid for the full year the validity period of each such item/service must be clearly indicated.
4. The quantities of provisions indicated is only an approximate estimate which may or may not coincide with actual requirement.
5. The chandler may require supplying items not included in the list.
6. Any item that has not been quoted should be indicated by Not Available/No Quote.
7. Adequate details are to be provided to eliminate any ambiguity in the interpretation of the quoted price.
8. Payment for all contracted services would be paid by the Embassy of India within a month from the date of submission of invoices.
9. The company should send experience of chandler services/supply of fuel/provisions to Naval Ships during last 04 years, financial statement for last two years, details of assets owned and ownership details.

Note:- The quotes should be exclusive of Commercial / Government taxes. Taxes etc, if charged, may be claimed against final bills showing it separately.

10. The following details of the company are also required:
 - (a) Company Name & Address
 - (b) Company Representative/POC Name & Contact Details

11. Instructions to Bidders:

(a) The tender document can be downloaded from the Embassy website: www.embassyofindiayangon.in / CPP Portal: <https://eprocure.gov.in> from **04.02.2022** to **24.02.2022**. No fee for tender document will be charged.

Last Date of submission of Tender : 24.02.2022 (1300 hrs)
Opening of Bid : 25.02.2022 (1500 hrs)

(b) The Embassy of India, Yangon reserves the right to reject any or all the bids without assigning any reason. The decision of the Embassy of India, Yangon shall be final and binding.

(c) The bidder or his authorized representative, who wish to be present, may attend the bid opening on the date and time specified.

(d) The successful company will have to enter into a contract (published with this tender) with the Embassy of Indian, Yangon.

EMBASSY OF INDIA – YANGON, MYANMAR
(NAVAL WING)

FINANCIAL TENDER FOR PROVIDING PROVISIONS
TO SHIPS / AIRCRAFTS VISITING MYANMAR.

The quote should include delivery charges of the provision upto ship at MITT, Thilawa, Yangon. If the ship is anchored at a port other than MITT, Thilawa, Yangon, transportation charges for 500 Kg/km may be mentioned. The indicative list of provisions that would be required to be supplied to visiting Naval and Coast Guard ships is as follows:-

Ser	Provision	Units	Price (USD)
1.	Bread White Sliced	Per Carton containing 400 Gms x 30 Loaves i.e. 12 kgs net per carton	
2.	Burger buns	Per Carton containing 90 pieces each	
3.	Fresh Milk in tetra pack	Per Carton containing 01 Ltr x 12 Pkts i.e. 12 lit net per carton	
4.	Butter	Per Carton containing 250 Gms x 60 Nos i.e. 15 kgs net per carton	
5.	Cottage Cheese (Paneer)	Per Packet containing 200 gms x 6 Nos i.e. 1.2 kgs net per packet	
6.	Potatoes Large	Per Kg	
7.	Onions Large Red	Per Kg	
8.	Onions Large Yellow	Per Kg	
9.	Broccoli	Per Kg	
10.	Spring onions	Per Kg	
11.	Red Capsicum	Per Kg	
12.	Green Capsicum	Per Kg	
13.	Yellow Capsicum	Per Kg	
14.	Red cabbage	Per Kg	
15.	White cabbage	Per Kg	
16.	Cucumber	Per Kg	
17.	Cauliflower	Per Kg	
18.	French beans fresh	Per Kg	
19.	Lady's finger /Okra	Per Kg	
20.	Tomatoes ripe	Per Kg	
21.	Carrot	Per Kg	
22.	Drum stick	Per Kg	
23.	Brinjal	Per Kg	
24.	Spinach leaves	Per Kg	
25.	Bitter gourd	Per Kg	
26.	Green Chilly	Per Kg	
27.	Ginger	Per Kg	
28.	Garlic dry	Per Kg	
29.	Curry leaves	Per Kg	

Ser	Provision	Units	Price (USD)
30.	Coriander	Per Kg	
31.	Mint leaves	Per Kg	
32.	Table celery	Per Kg	
33.	Lemon	Per Kg	
34.	Lime Fresh small	Per Kg	
35.	Salad Leaves	Per Kg	
36.	Coconut Milk	Per Packet of 200 ml each	
37.	Tender Coconut	Per piece	
38.	Corn kernel Quick Freezer	Per 10 Kgs carton	
39.	Peas QF	Per 12 Kgs carton	
40.	Non-Citrus Fruits Assorted (i) Water Melon (ii) Banana (iii) Papaya Half Ripe (iv) Honeydew (v) Longan (vi) Mango (vii) Pears (viii) Persimmon (ix) Pomegranates (x) Grapes Seedless (xi) Golden Red Apple (xii) Plums (xiii) Kiwi fruit	Per Kg	
41.	Citrus Fruit Assorted (i) Orange (ii) Pomelo	Per Kg	
42.	Eggs	Per Carton @ 360 nos per carton	
43.	Fresh Chicken whole	Per Kg	
44.	Chicken breast blast frozen	Per Kg	
45.	Chicken leg frozen	Per Kg	
46.	Fresh Fish (i) Fish King (ii) Fish Mackerel (iii) Fish Pomfret Black (iv) Fish Pomfret white (v) Fish Red snapper	Per Kg	

Ser	Provision	Units	Price (USD)
	(vi) Tiger Prawn		
47.	Mutton (Lamb Legs)	Per Kg	
48.	Bacon smoked sliced streaky	Per Kg	
49.	Chicken Sausages	Per packet of 250 gm	
50.	Ham	Per packet of 250 gm	
51.	Fruit Juice Tetra pack	Per Ltr	
52.	Ice-Cream	Per Kg	

2. Transportation charges, if any, for ports other than MITT, Thilawa may be quoted separately.
3. The quotes should be exclusive of Commercial / Government taxes. Taxes etc, if charged, may be claimed against finals bills showing it separately.
4. It is certified that price quoted above for the provisions is as per the list and will be supplied by the company.

Seal of Company

Signature of Company Head
Company Name
Date:

**FINANCIAL TENDER FOR PROVIDING FUEL & OTHER SERVICES
TO SHIPS / AIRCRAFTS VISITING MYANMAR**

<u>Ser</u>	<u>Services</u>	<u>Unit</u>	<u>Remarks</u>
1.	Fuel for Ships	Per ton including barge and logistics charges	Rates to be quoted is MOPS + % format
2.	Fuel for Aircraft	Per litres including transportation charges	
3.	Fresh Water	Per ton	
4.	Hire charges - Mobile handset, Internet Dongle, Wi-fi routers, Sim Cards	Per unit per day	
5.	Supply of English Newspaper	Per paper	Indicate minimum numbers to be ordered if any
6.	Sullage barge for black water / oily waste	Per job	
7.	Does the Company have any restriction in providing service to IN / ICG Ships at Thilawa or other naval bases		

2. The quotes should be exclusive of Commercial / Government taxes. Taxes etc, if charged, may be claimed against finals bills showing it separately.

3. It is certified that price quoted above for the provisions is as per the list and will be supplied by the company.

Seal of Company

Signature of Company Head
Company Name

Date:

**CONTRACT FOR HANDLING INDIAN NAVAL AND INDIAN COAST GUARD SHIPS &
AIRCRAFT VISITING MYANMAR**

FOR THE PERIOD 04 MARCH 2022 TO 03 MARCH 2023

1. This Contract is made between the **Embassy of India, Yangon, Myanmar** (Principal) and _____. (Contractor).
2. **General.** Husbanding Services and Supplies as required for the Indian Naval and Coast Guard ships **calling at all ports of Myanmar**. Ships normally berth at commercial port at MITT, Thilawa but sometimes may also berth at Naval Jetties of the Myanmar Navy (MN) in other regions or at anchorage. 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 (extendable by one another year on mutual consent at same rates and terms). 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, (if applicable) will be as per actuals, could vary as per the Government regulations in force.
4. **Supply of Fuel.**
 - (a) The Principal shall provide confirmation of the approx. quantity of fuel to be supplied at the earliest and fix the time with the Contractor for fueling 3-4 days working days prior to arrival of the Vessel at the designated Port. However, in case of emergency 1 days' notice may be provided for supply of fuel.
 - (b) The **exact quantity of fuel would be intimated one day prior fueling.**
 - (c) The Contractor will provide fuel **at agreed rate MOPS + % (Logistic cost included)** excluding taxes and duties as applicable. Post Fueling of the vessel, Contractor will submit the original fueling voucher (which must include quantity of fuel transferred) duly signed by the Vessel Engineer Officer.
 - (d) The payment for fuel supply shall be made forthwith to the Contractor upon presentation of invoice(s) within 21 days of receipt of voucher.
5. **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 procure necessary

food and beverage provisions as per rates quoted and supply to the vessel as per the projected requirements and would obtain signature of the concerned ship's officer on the delivery voucher. Quality is to be of highest standard and Quantity of the provisions delivered, would be verified by the ship's staff on delivery.

6. **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. 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.

7. **Option Clause.** The Principal has the option of requesting the Contractor to extend the term of the Contract for a period on one more year on mutual consent at same cost and terms as prescribed in the effective (in force) Contract.

8. **Commissions & Rebates Clause for Non-Fixed Priced Items.** The ordering authority (NA, DNA or Asst to NA on behalf of the Principal) from time to time may require services which have not been accorded at 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, Myanmar 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.

9. 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) Final Billing in US Dollars.

(d) **Any discounts, rebates or commissions received in sourcing Non Fixed Price Items.**

10. 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, Myanmar. 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.

11. **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, Yangon Myanmar.

12. **Contractor's Responsibilities.** Contractor shall arrange supplies / services as requested by the Principal based on contract. 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 approved rates. 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 / nonscheduled 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.

13. **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.

14. **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.

15. **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. Representative of the Contractor will be required to attend the coordination meeting with NA, DNA and Asst to NA at Embassy of India, Yangon prior arrival of Vessel.

16. **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.

17. **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.

18. **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.

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

20. **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.
21. **Port Services.** All Port Services, Tugs, Pilotage, Gangway, Water and Sullage Barge (if required) would be arranged by the Principal **and not by the contractor.**
22. **Transport.** Transportation for the visiting vessel would be arranged by the Principal **and not by the contractor.**
23. **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.
24. **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.
25. **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.
26. **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.
27. **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:

Office of the Naval Attaché
5454-547 Merchant Street
Embassy of India, Yangon
Myanmar
Tele: +95-1-245071
Fax: +95-1-242110
Email: na.yangon@mea.gov.in

FOR PRINCIPAL

If to Contractor:

Name
Address

Tel:-
Fax:-
Email:-

FOR CONTRACTOR