No. COL/DC/228/02/2015 High Commission of India Colombo

Tender Notice for Supply and Delivery of Fishing Boats and Equipment in Mullaitivu District of Sri Lanka

High Commission of India, Colombo invites sealed quotations (Bid Reference: COL/DC/228/02/2015) under the two bid system (technical and financial) from eligible bidders for Supply and Delivery of Fishing Boats and Equipment in Mullaitivu District of Sri Lanka

- 2. Interested bidders can purchase the Tender document from Project Officer (Development Cooperation), High Commission of India, 36-38, Galle Road, Colombo-03, between 16 January 2017 and 08 February 2017 against payment of SLR 2,000 per package. Indian bidders can purchase the tender document by paying through telegraphic transfer (TT) valued USD 20 per package in favour of "High Commission of India, Colombo" payable at "[A/C no: 25150000420006] [Swift code: SBINLKLX] State Bank of India, Colombo". A receipt to this effect should be enclosed with the technical bid. These documents can also be seen from www.hcicolombo.org.
- 3. The technical bid (Original & Duplicate) and the financial bid (Original & Duplicate) documents should be sealed by the bidder in separate covers duly superscribed and these four sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed and marked "Supply and Delivery of Fishing Boats and Equipment in Mullaitivu District of Sri Lanka." Sealed quotations may be submitted under the two bid system (technical and financial) by manufacturers or authorized dealers/sales agents of items mentioned in Annexure A (as per listed specifications) based in Sri Lanka or India. All tenders received after the deadline will be rejected.
- 4. Bidders requiring any clarification on any issue of the Tender document may take it up with the Technical Evaluation Committee (TEC) during the Pre-Bid meeting at 1500 Hrs on **27 January 2017** in the High Commission of India, 36-38, Galle Road, Colombo-03.
- 5. Bid may be submitted to Project Officer (Development Cooperation) High Commission of India, 36-38, Galle Road, Colombo-03 on or before 1500 hrs on 09 February 2017 and acknowledgement obtained.
- 6. The technical bids will be opened in presence of authorized representatives of bidders at 1530 hrs on **09 February 2017** in the High Commission of India, Colombo, Sri Lanka.

Second Secretary (Development Cooperation)
High Commission of India
36-38, Galle Road, Colombo 3

Terms and Conditions

- 1. A certificate guaranteeing that adequate amount of spare parts will be available for **at least five years** including warranty period may be provided along with the technical bid.
- 2. The technical bid (Original & Duplicate) and the financial bid (Original & Duplicate) documents should be sealed by the bidder in separate covers duly superscribed and these four sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.
- 3. As per the MOU signed between the Government of India and Government of Sri Lanka, customs duty, VAT and other taxes will be borne by Government of Sri Lanka.
- 4. Indian companies will have to quote only in Sri Lankan Rupees (SLR). If selected, the payment will be made in SLR. In case the Indian companies want the payment in INR or USD, the payment will be made in INR or USD at the prevailing official rate of exchange.
- 5. **OPENING OF BIDS**: The sealed quotations (technical bids) will be opened in presence of authorized representatives of bidders at 1530 hrs on **09 February 2017** in the High Commission of India. After scrutiny of technical bids by the TEC, financial bids of only those bidders who qualify the technical evaluation will be opened at a time and date to be intimated later.
- 6. **EARNEST MONEY DEPOSIT (EMD)/Bid Security**: Technical bids should contain EMD (May please refer clause 10) in the form of a Bank Guarantee drawn in favour of High Commission of India, Colombo. Alternatively, a standard bid guarantee (format as in **Annexure D**) issued by a commercial bank approved by the Central Bank of Sri Lanka, in favour of the High Commission of India, Colombo of this amount may be provided. The Bid Guarantee of all unsuccessful bidders will be released after the tender is finalized. The Bid Guarantee should be valid for a minimum period of 135 days from the date of opening of tenders. **Earnest Money Deposit/ Bid Security must be submitted with the technical bids (in the same envelope).** Indian bidder may submit EMD in US Dollar at the official rate of exchange 1 INR = 2.1764 SLR, 1 INR = 68.5300 USD drawn in favour of the "High Commission of India, Colombo", payable at "State Bank of India, Colombo". Bidders are requested to intimate the concerned Bank Guarantee issuing authority to send a confirmation to the High Commission of India at dc.colombo@mea.gov.in with the following information (This is mandatory)
 - I. Date of issue
 - II. Bond number
 - III. Value
- IV. To whom the bond is issued
- 7. **PACKAGES FOR BIDDING:** Bidders may bid for one or more of the following packages (Details in **Annexure A**). The EMD payments may be made accordingly.

Package	EMD (in Sri Lankan rupees)
ONE (OFRP boat hull)	525000
TWO (Outboard motors)	1035000
THREE (Fishing Nets)	200400

8. **VALIDITY AND CURRENCY OF BIDS:** All bids shall hold good for acceptance for a minimum period of <u>90 days</u> from the date of closing of tender. The price quoted in the Price Schedule Form (at **Annexure C**) should be in Sri Lankan Rupees and written clearly in ink or typewritten. The total amount of the bid should be given in words as well as in figures.

9. **PRICE QUOTATIONS**: The price as quoted in the Price Schedule Forms (**Annexure B**) should be as of point of delivery. The price both exclusive and inclusive of all taxes, duties and levies etc must be quoted. The taxes, duties and levies etc as applicable may be quoted separately. The VAT Registration number should be indicated, if registered for VAT. Otherwise, the tender is liable to be rejected.

10. Documents establishing goods conformity to tender specification.

- I. The bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- II. If a bidder furnishes incomplete/ wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
- 11. **Minor Infirmity/Irregularity/Non-Conformity:** If during the preliminary examination, the TEC find any minor infirmity and/or irregularity and/or non-conformity in a tender, the High Commission of India may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidders asking them to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be rejected.

12. Alteration and Withdrawal of Tender

- Bids are not permitted to be altered / modified after the prescribed deadline of 09 February 2017
- ii. No bids should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.
- 13. The bidder may provide the following:

With the Technical Bid:

- (i) Self-attested photo-copy of registration of the company/firm/ proprietorship with the concerned Sri Lankan / Indian authorities.
- (ii) Annual Report (where statutorily required to be filed), and Financial Reports for the last 3 years, preferably audited ones.
- (iii) Details of experience in the field of supplying similar items to Government or companies in Sri Lanka or in India
- (iv) Copy of registration with authorities of Government of India or Ministry of Fisheries of Sri Lanka or any Provincial Council Ministries, Chambers of Commerce in Sri Lanka, if any.

- (v) Document to support the country of origin declaration in the Price Schedule form, where applicable.
- (vi) Manufacturer's authorization letter authorizing the bidder to supply the goods.
- (vi) Documentary evidence to establish conformity of the goods to the technical specifications in the bidding documents along with the Technical Specification Form (**Annexure B**).
- (vii) Documents and information as required in the Bidder Information Form (Annexure D)
- (viii) The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period.
- (ix) EMD as mentioned in paragraph 7 above (the bid will be rejected if the EMD is not submitted in the Technical Bid envelope)

With the Financial Bid:

- (i) Price quotation in the Price Schedule Forms (as in **Annexure C**)
- (ii) The price should be quoted only in Sri Lankan Rupees.
- 14. Any alteration or deletions in the bid should be authenticated by the <u>full</u> signature of the bidder.
- 15. **ACCEPTANCE OF TENDERS:** High Commission of India reserves right to reject bids from companies who are blacklisted by Government of Sri Lanka or Government of India.
- 16. **WARRANTY:** The Supplier shall provide on-site warranty. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period as originally agreed. Suppliers shall ensure the availability of after sales service for a period of at least <u>five years</u> including warranty period. The warranty period shall be <u>two years</u> for Fishing Boats, <u>one year</u> for Out Boat Motors and <u>three months</u> for Fishing Nets on manufacturing defects. Supplier shall also carry sufficient inventories to assure ex-stock supply of consumables and spares in Sri Lanka. All charges with regard to the supply of spare parts, labor, travel, per diem and accommodation to supplier's staff etc. shall be borne by the supplier during the period of warranty. No additional expenditure for services rendered during the above period will be paid.
- 17. **PERFORMANCE GUARANTEE**: The successful bidder shall submit, within <u>fourteen</u> working days after the award of tender, a Performance Guarantee provided by a commercial bank or an insurance agency approved by the Central Bank of Sri Lanka, of an amount equal to ten percent (10%) of the value of order, drawn in favor of the "High Commission of India, Colombo" for the due execution of the contract within the specified period. **Indian bidder may submit the performance guarantee in US Dollar at the prevailing official rate of exchange drawn in favour of the "High Commission of India, Colombo", from "State Bank of India" payable at "State Bank of India, Colombo", for the due execution of the contract within the specified period. The Performance Guarantee should be valid for a period of <u>150 days</u> from the date of award. If the Performance Guarantee is not submitted within <u>14 days</u> of the letter of award, the award will be cancelled and the Guarantee will be forfeited. The EMD of the bidder, whose tender is accepted, will be discharged when the said bidder's Performance Guarantee has been accepted. Bidders are requested to intimate the**

concerned Bank Guarantee issuing authority to send a confirmation to the High Commission of India at dc.colombo@mea.gov.in with the following information

- I. Date of issue
- II. Bond number
- III. Value
- IV. To whom the bond is issued
- 18. **DELIVERY:** The successful bidder must complete delivery, as stipulated above, of the items within a period of 90 days from the issue of Purchase Order. Payment will be done only after successful supply of boats and other equipment at designated places in Mullaitivu District. Damage, if any, in transit during the supply period shall be the responsibility of the supplier and should be replaced free of cost. The exact places and the quantities to be supplied there will be intimated later. If the successful bidder fails to hand over within the stipulated period, liquidated damages @ 0.5% of the tender amount shall be levied for a delay of each calendar week or part thereof, subject to a maximum of 10%.
- 19. In the case of boats, Manufacture's Instruction Manual indicating operating instructions of the lifejacket is to be submitted.
- 20. **MODE OF PAYMENT**: Payments will be released only after the items as tendered are handed over/delivered in Mullaitivu, Sri Lanka in perfect working condition and physical verification of the supplies, as also technical verification has been carried out by a competent team authorized by the Government of Sri Lanka/ High Commission of India. Upon completion of delivery, the items will be inspected and defect, shortcomings or non-conformity to specifications, if any, will be brought to the notice of the Bidder who should take immediate action to rectify those **within 14 days**
- 21. **RETENTION MONEY:** Retention money to the extent of 5% of the invoice amount will be retained up to the warranty period.
- 22. Any dispute or difference regarding the interpretation of the provisions of the Agreement/Contract shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations within a period of six months, either party may refer the dispute to arbitration in accordance with the Arbitration & Conciliation Act 1996 of India as amended from time to time. The number of arbitrators shall be one and that the place of arbitration shall be New Delhi, India. In such a situation the applicable law will be the law of India. The language of the Tribunal shall be English. The cost shall be borne by the parties equally unless otherwise determined by the Arbitral Tribunal.

Annexure A: Specification for Supplies

Package ONE: OFRP - Out-board engine Fiberglass Reinforced Plastic boats

Desired Specification	Required Number
 Length overall: 19 to 19.6 ft Max length over water line- 17 ft Breadth: 6 – 6.6 ft Depth: 2.2 - 2.8 ft Service speed- minimum 7 knots 2 life jackets 	150

Package TWO: Out Board Motors

Desired Specification	Required Number
1. Power- 25HP	
2. Two stroke	
3. Two cylinders	
4. Displacement = 240-350cc	
5. Manual start	
6. Control type - tiller handle	150
7. Gear shift-forward/neutral/reverse	
8. Fuel tank-kerosine-15L/gasoline-6L	
9. Revolution-4500-6000rpm	
10. Ignition system-CDI	
11. Repair Kit	

Package THREE: Fishing Nets

Desired Specification	Required Number
1. 2PLY X 2,1/4 X 200 X 3000	
2. Nylon-Multi Filament	600
3. Double Knot	600
4. Left Direction PLY	
1. 2PLY X 1,3/4 X 250 X 3000	
2. Nylon-Multi Filament	600
3. Double Knot	
4. Left Direction PLY	

Annexure B - Technical Specification Forms

B-1: TECHNICAL SPECIFICATION FORM: OFRP - Out-board engine Fiberglass Reinforced Plastic boats

No.		Aspect	Bidders Note
1	Company Registration number		
2	DFAR Approval for Boat Yard		
3	DFAR Approval for design		
4	Vat Registration Number		
5	TIN Certificate Number		
6	3 years Previous Experience		
7	Valid Environment Certificate		
8	Reg. numbers obtained recer	itly for boat building from DFAR	
9	After Sale service		
10	Basic dimensions of the boat		
	Length (Range)	19'- 19'.6" FT	
	Breadth (Range)	6'-6'.6"	
	Depth (Range)	2'.2"-2'.8"	
	Draught (Range)	0'.4"-0'.6"	
11	Drawings	GA Plan should be submitted	
12	Layer details (Laminating)		
	AWL	02 Gelcoat of 1650GSM of CSM	
	BWL	AWL+Extra 600 GSM of W/R	
	Deck	02 Gelcoat of 1200GSM of CSM	
	Transom	AWL+Extra 1800GSM of CSM and W/R	
	Hollow Frames	1800 GSM of CSM and W/R	
	Transverse frames	1350 GSM of CSM	
	Buoyancy Tank	Covered with 1200 GSM of CSM	
13	Kell Arrangement	sand +resin	
14	Bow Fenders	Compatible	
	Engine Mounting steel	Compatible	
15	Template		
16	Towing eye bolt	Compatible	
17	Service speed	Minimum 7 knots	
		2 marine Life Jackets should be	
18	Life Jackets	provided with the OFRP Hull	
19	warranty period	2 year	
20	Boat Yard Capacity	Number of boats per month	
21	Quality Certificate for the prod	duct (SLS/ISO or equivalent)	

Signature of the Bidder:	
	(Common Seal of the Company
Name & address of the Company:	

B-2: TECHNICAL SPECIFICATION FORM: Out Board Motors

No	Item	Description	Bidders No	ote
1	Company Registration number			
2	DFAR Approval	for the company		
3	DFAR Approval	engine type		
4	Vat Registration	Number		
5	TIN Certificate N	lumber		
6	3 years Previous	s Experience		
7	After Sale service	e		
8	Power	25HP	Yes 🗆	No □
9	Stroke	Two stroke	Yes □	No □
10	Cylinders	Two cylinders	Yes □	No □
11	Displacement	Please mention in CC		cc
12	Start	Manual	Yes □	No □
13	Control type	Tiller handle	Yes □	No □
14	Gear shift	Forward/neutral/reveres	Yes □	No □
15	Fuel tank-	Kerosine/ Gasoline (Provide the volume)	Kerosine Gasoline	L L
16	Revolution	Provide the RPM rate		rpm
17	Ignition system	Please mention	Yes □	No □
18	Tool Kit	•	Yes □	No □
19	Manual / Instruction			
20	Country of Origin			
21	Country of Manufacture			
22	warranty period	1 year		

Signature of the Bidder:		
ŭ		(Common Seal of the Company
Name & address of the Company: -	·	

B-3: TECHNICAL SPECIFICATION FORM: Fishing Nets

No	Item	Description	n	Bidders N	lote
1.0	Company Regis	tration number	er		
2.0	DFAR Approval for the company				
3.0	DFAR Approval				
4.0	Vat Registration				
5.0	3 years Previous				
6.0	After Sale service	•			
7.0	Specification of				
8.1	Net type	ine net	No of Pieces		
Α	2PLY X 2,1/4 X	200 X 3000		Yes □	No □
В	Material Type of		lon	Yes □	No □
С	Colour of the Net PLY Direction Type of the knot		Green □	White □	
D			Left □	Right □	
Е				Double	
8.2	Net type		No of Pieces		
Α	2PLY X 1,3/4 X	250 X 3000		Yes □	No □
В	Material Type of		/lon	Yes □	No □
С	Colour of the Ne	•	-	Green □	White □
D	PLY Direction			Left □	Right □
Е	Type of the knot			Double	
9.0	Warrantee perio		s minimum)		Months
L				ny alternate	models proposed)
ature c	of the Bidder:				(Common Seal of the Con
e & ad	Idress of the Com	pany:			

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Annexure C: Price Schedule Form

C- 1: Price Schedule for OFRP - Out-board engine Fiberglass Reinforced Plastic boats

		(1)	(2)	(3)	(4)
No	Description of the Item and ITEM CODE	Qty	Rate per Unit in SLR without Custom duty, VAT and other taxes SLR	Custom duty, VAT or other taxes SLR (per unit)	Total amount without Custom duty, VAT and other taxes SLR (1x2)
1	MECHANISED OFRP FISHING BOATS OF LENGTH 19 to 19.6 ft (HULL ONLY)	150			

Total amount in words; Sri Lankan Rupees	(If applicable)
Signature of the Bidder	(Common Seal of the Company)
Name address of the Authorized Officers:	
Telephone Number:Fa	ax Number:
Date/20	

C -2: Price Schedule for Out Board Motors

		(1)	(2)	(3)	(4)
No	Description of the Item and ITEM CODE	Qty	Rate per Unit in SLR without Custom duty, VAT and other taxes SLR	Custom duty, VAT or other taxes SLR (per unit)	Total amount without Custom duty, VAT and other taxes SLR (1x2)
1	Power- 25HP, two stroke engine	150			

Total amount in words; Sri Lankan Rupe	es
Signature of the Bidder	(Common Seal of the Company)
Name &address of the Company	
Name address of the Authorized Officers	S:
Telephone Number:	.Fax Number:
Date/ 20	

C-3: Price Schedule for Fishing Nets

		(1)	(2)	(3)	(4)
No	Description of the Item and ITEM CODE	Qty	Rate per Unit in SLR without Custom duty, VAT and other taxes SLR	Custom duty, VAT or other taxes SLR (per unit)	Total amount without Custom duty, VAT and other taxes SLR (1x2)
1	2PLY X 2,1/4 X 200 X 3000	600			
2	2PLY X 1,3/4 X 250 X 3000	600			

Total amount in words; Sri Lankan Rupees	(If applicable)
Signature of the Bidder	(Common Seal of the Company)
Name address of the Authorized Officers:	
Telephone Number:F	ax Number:
Date/ 20	

Annexure D: Bidder Information Form

Please provide the necessary details with supporting documentary evidence

Company Registration Number:					
(only for boats) DFAR Approval for Boat Yard (please attached a copy of the certification)					
DFAR Approval for design (please attached a copy of the certification)					
Safety Regulation Certificate issued by DFAR under new regulation (please attached a copy of the certification)					
Previous Experience Years					
Production Capacity per month Boats /Out Board Motors/Fishing Nets					
Valid Environment Certificate (please attached a copy of the certification)					
AD's certificate to prove that the boat yard is currently operated (please attached a copy of the certification) (only for boats)					
Reg number obtained recently for boat building from DFAR (only for boats)					
Awards obtained					

Annexure E

BID BOND FORM

Whereas						
TENDERER" has submitted his/their Tender dated for the "Supply and Delivery						
	hing Equipment in Mullaitivu District of Sri Lanka.", as per specification schedule					
	ed. Know all men by these presents that we (Here in after called the Bank) are bound to the					
	(Here in after called THE PURCHASER) in the					
bank b	ffor which payment well and truly to be made to the said PURCHASER The binds itself, its successors and assigns by these presents sealed with the common seal of the ank this Day of 2011.					
The co	onditions of the obligation are:					
1.	If the TENDERER withdraws his bid during the period of bid validity specified by the TENDERER on the bid form or					
2.	If the TENDERER having being notified of the acceptance of his bid by the PURCHASER' during the period of Bid validity					
a.	Fails or refuses to execute the CONTRACT.					
	Or					
b.	Fails or refuses to furnish the performance bond. We undertake to pay to the PURCHASER up to the above amount upon receipt of his first written demand, without the PURCHASER having to substantiate his demand PURCHASER will state that the amount claimed by him is due to him owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.					
	This guarantee will remain in Force up- to and including 165 days after the period at BID validity, and any demand in respect thereof should reach the BANK not later than the above date.					
	Signature of the Bank					

Annexure F

PERFORMANCE BOND FORM

"Supply and Delivery of Fishing Equipment in Mullaitivu District of Sri Lanka."

Whereas hereinafter called "The SUPPLIER" has undertaken, in pursuance of CONTRACT dated 2016 "Supply and Delivery of Fishing Equipment in Mullaitivu District of Sri Lanka."

Hereinafter called "The CONTRACT" and where as it has been by you in the said CONTRACT that the SUPPLIER shall furnish you with a "Bank. Guarantee" by a recognized Bank for the sum specified herein as security for compliance with the SUPPLIER's performance obligation in accordance with the CONTRACT and whereas we agreed to give the SUPPLIER a Guarantee.

Thereof we hereby affirm that we are guarantors and responsible to you on behalf of SUPPLIER, up to a total of and we undertake to pay you upon, your first written demand declaring the SUPPLIER to be in default under the CONTRACT and without cavil or argument any sum or sums within the limits of
your demand or the sum specified therein. This guarantee is valid until theday of 20
Signature and the Seal of the Bank
Signature
in the capacity of
(IN BLOCK CAPITAL LETTERS) Name:
WITNESSES
Address:
Signature:
Name
Address:
Signature: