### **TENDER NOTICE**

## FOR PROVIDING SHIP-HUSBANDING SERVICES AND PROVISIONS TO INDIAN NAVY/COAST GUARD SHIPS VISITING SINGAPORE

- 1. Sealed tenders are invited from companies registered to provide ship-husbanding/ ship-chandling related services and provisions to Indian Navy / Coast Guard ships visiting Singapore. Details of services required and terms and condition of the contract are placed at Enclosures 1 and 2 respectively.
- 2. The tender will concluded in single bid system (commercial bid only). Commercial Quotation and Technical Information Document (company profile including but not limited to details of past experience of providing logistic support to warships in Changi Naval Base and / or commercial berths at Singapore during the last five years, financial statements, details of assets owned by the company, ownership details etc.) in separate sealed envelopes may be forwarded to Office of the Defence Adviser, High Commission of India, 31 Grange Road, Singapore 239702 and should reach by <u>06 September 2019</u>. The validity of bids should be <u>13 months</u> from the date of quotations. The bids received after <u>06 Sep 2019 will not be accepted</u>.
- 3. To safeguard against bidder's withdrawing or altering its bid during the bid validity period, Bid Security (Earnest Money) amounting to **SGD 20,000/-** 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 High Commission of India, Singapore. The company quoting lowest and having good experience in providing Ship-husbanding/ Ship-chandling services 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 High Commission of India, Singapore 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 SGD 40,000/- 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

High Commission of India, Singapore 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 High Commission of India, Defence Wing at 31, Grange Road, Singapore 239702 / on telephone 62382522 / email <a href="mailto:def.singapore@mea.gov.in">def.singapore@mea.gov.in</a> during working days from 10 AM to 1 PM and from 2.30 PM to 5 PM.
- 6. Pre-bid meeting is scheduled at 1500 Hrs on **30 Aug 19** at Conference Room, High Commission of India, Defence Wing at 31, Grange Road, Singapore 239702. Interested bidders are invited to attend the same and may send the details of representatives attending on email <a href="mailto:def.singapore@mea.gov.in">def.singapore@mea.gov.in</a> by 26 Aug 19.

(Sandeep Marathe) Captain, IN

Defence Adviser

16 Aug 19

**Enclosures**. As above.

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

- 1. A number of Indian Navy and Coast Guard ships visit Singapore for short durations from time to time. The ships berth at bases of Republic of Singapore Navy / Police Coast Guard, or at commercial facilities in Singapore, depending on specific requirements.
- 2. Quotations are invited for providing ship-husbanding services and provisions (two separate quotations) to the visiting Naval and CG ships to Singapore. Quotes should be in Singapore Dollars and should include all the charges involved in providing services and provisions to the visiting ships at any govt owned / commercial berth in Singapore.
- 3. In the event that financial implications 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 same as the actual requirement.
- 5. Quotations may include additional services that may be deemed necessary.
- 6. Any item that has not been quoted should be indicated by NA/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 as well as unforeseen services that may be sought from time to time would be paid by the High Commission of India within a month from the date of submission of invoices.

## 9. **Ship-Husbanding Services to be Quoted**. The ship-husbanding services sought include the following: -

<u>Ser</u>	Services	<u>Unit</u>	<u>Remarks</u>			
1.	Port dues	-	Berthing Charges			
2.	Pilotage charges for IN & OUT movement of ships	Per hour	Minimum time for hire, if mandated by MPA, or otherwise, to be indicated			
3.	Tugs services for IN & OUT movement of ships	Per hour	Minimum time for hire, if mandated by MPA, to be indicated			
4.	Line Handling services on arrival & departure: -	No of Men Per Job	Should include all the charges involved in line handling and related services.			
5.	Hire charges – Gangway of following dimensions:- (a) 30 to 45 ft (b) 50 to 70 ft (c) For Submarines / low freeboard vessels (two parted with platform)	Per day	Should include transportation charges, cranes charges, man power and equipment involved for mobilisation and demobilisation			
6.	Hire charges - Mobile Toilets with pedestal pan, flushing system, wash basin, soap dispenser, toilet roll, paper towel dispenser including cleaning twice a day for  (a) 10 units or less  (b) 20 units or less  (c) more than 20	Per day	Should include transportation charges, cranes charges, man power and equipment involved for mobilisation and demobilisation			
7.	Hire charges – Garbage bin 18 Cubic M including mobilisation, demobilisation and garbage disposal	Per trip both way or per day	Should include transportation charges, cranes charges, man power and equipment involved for mobilisation and demobilisation			
8.	Sea Screening Diving Services for tugs and pilot boats on arrival & departure (3 divers & 1 POC)	Per job	Team size as mandated by MPA regulations.			

<u>Ser</u>	<u>Services</u>	<u>Unit</u> <u>Remarks</u>						
9.	CISCO Police for sea screening on	Hourly	Indicate minimum time					
	arrival & departure for fuelling		mandated per job					
	(Constable & Supervisor)							
10.	Sullage barge / truck for black water /	Per job	Indicate capacity of					
	oily waste collection and disposal		carriage container					
11.	Sewage barge / truck for Sewage	Per Job	Indicate capacity of					
	discharge collection and disposal		carriage container					
12.	Fresh Water	Per ton						
13.	Hiring charges – Yokohoma (Fenders)	Per day	Charges inclusive					
	as per details: -		mobilisation and					
	(a) 1 x 1.5 M		demobilisation					
	(b) 2 x 3.5 M							
	(c) 3.3 x 6.5 M							
	(d) Pontoon							
14.	Hire charges - Mobile handset, Internet	Per unit per						
	Dongle, Wi-fi routers	day						
15.	Agency Fee per ship per day	Per day						
16.	Supply of Newspaper - Straits Times	Per paper						
17.	Diving Operations (for 3 divers & 1 POC)	Per hour	Indicate minimum					
			numbers to be ordered					
			if any					
18.	Collection of spares from local air	Per job						
	freighters, Changi Airport including							
	Customs Clearance							
19.	Does the Company have any restriction in providing service to IN / ICG Ships at							
	RSN or PCG bases?							

**Note**: - General & Service Tax (GST) for all the above quotes should be shown separately for claiming the GST, if applicable.

# 10. <u>Supply of Provisions to visiting Naval and Coast Guard Ships</u>. The indicative list of provisions that would be required to be supplied to visiting Naval and Coast Guard ships is as follows: -

<u>Ser</u>	<u>Provision</u>	<u>Units</u>
01.	Bread White Sliced	Per Carton containing 400 Gms x 30 Loaves i.e.
		12 kgs net per carton
02.	Burger buns	Per Carton containing 90 pieces each
03.	Fresh Milk in tetra pack	Per Carton containing 01 Ltr x 12 Pkts i.e. 12 lit
		net per carton

<u>Ser</u>	<u>Provision</u>	<u>Units</u>			
04.	Butter	Per Carton containing 250 Gms x 60 Nos i.e.			
		kgs net per carton			
05.	Cottage Cheese (Paneer)	Per Packet containing 200 Gms x 6 Nos i.e. 1.2			
		kgs net per packet			
06.	Potatoes Large	Per Kg			
07.	Onions Large Red	Per Kg			
08.	Onions Large Yellow	Per Kg			
09.	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			
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 QF	Per 10 Kgs carton			
39.	Peas QF	Per 12 Kgs carton			
40.	Non-Citrus Fruits Assorted	Per Kg			
	(i) Water Melon				
	(ii) Banana				

<u>Ser</u>	<u>Provision</u>	<u>Units</u>
	(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	
41.	Citrus Fruit Assorted	Per Kg
	(i) Orange	
	(ii) Pomelo	
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	Per Kg
	(i) Fish King	
	(ii) Fish Mackerel	
	(iii) Fish Pomfret Black	
	(iv) Fish Pomfret white	
	(v) Fish Red snapper	
	(vi) Tiger Prawn	
47.	Mutton (Lamb Legs)	Per Kg
48.	Bacon smoked sliced streaky	Per Kg
49.	Chicken Sausages	Per packet of 340 Gms
50.	Ham	Per Kg
51.	Fruit Juice Tetra pack	Per Ltr
52.	Ice-Cream	Per Ltr

### CONTRACT FOR HANDLING INDIAN NAVAL AND COAST GUARD SHIPS VISITING SINGAPORE FOR THE PERIOD FROM .

1.	This	Contract	is	made	between	the	High	Commission	of	India,	Singapore
(Princi	ipal) a	ınd				_ (C	ontrac	tor).			

- 2. <u>General</u>. Husbanding Services and Supplies as required for the Indian Naval and Coast Guard ships calling at ports of Singapore. Ships normally berth at facilities of the Republic of Singapore Navy (RSN) and Police Coast Guard (PCG) but may also berth at commercial berths in Singapore. The purpose of this Contract is to define responsibilities and provide the terms and conditions under which Principal and Contractor operate this Contract.
- 3. <u>Effective Date</u>. The Contract will be effective from date of signing of contract and remain valid for a period of One (01) year from the effective date. The Contractor will continue to support the requirement of the Principal in accordance with the terms and conditions in the Contract till the contract is renewed or terminated.
- 4. Performance Security Deposit. To ensure due performance of the contract, the successful bidder have to deposit 'Performance Security' amounting to SGD 40,000/- 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 'High Commission of India, Singapore'. 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 High Commission of India, Singapore in the event of breach of contract or deterioration of goods and services provided by the contractor.
- 5. <u>Supply of Fuel</u>. The Principal shall provide confirmation of the quantity of fuel to be supplied at the earliest and fix the time for fueling 5-6 days working days prior to arrival of the Vessel at the designated Port. Taking into consideration nature of the market driven variations in the prices of fuel, the Contractor will be required to submit at least four quotations obtained from *MPA approved (licensed) bunker suppliers* (as amended by MPA from time to time) or duly authorised by empowered agencies of the Government of Singapore, at least one week in advance of the arrival of the Vessel at Singapore for evaluation. The technical specification of the fuel are to be submitted along with these commercial quotes. The quotations and technical specifications thus submitted will be evaluated at the High Commission of India and the Principal will confirm the bunker supplier with the Contractor. Upon such confirmation the contractor may liaise with the supplier selected by the Principal for supply of requisite quantity of fuel to the vessel at the preassigned date and time. The contractor will not charge more than 5% on market price as service charges.

The Contractor will submit the original bills of Fuel as provided by the selected bunker supplier to the Principal along with the invoices of the contractor.

- 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. To get fair and reasonable prices for all non contracted services/ goods amounting to **SGD 480.00** and above in a single invoice, the Contractor will be required to arrange three competitive quotations and send it to the principal for approval. For the spares/ items manufactured by Original Equipment Manufacturer (OEM), quotation from OEM will suffice. 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. **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.
- 8. **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).
- 9. 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 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 High Commission of India, Singapore 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.

- 10. 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 Vessel(s).
  - (b) Port of Call
  - (c) Date of Call i.e. Actual Time of Arrival (ATA) & Actual Time of Departure (ATD)
  - (d) Final Billing in Singapore Dollars.
  - (e) Any discounts, rebates or commissions received in sourcing Non Fixed Price Items.
- 11. 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 High Commission of India, Singapore. 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.
- 12. <u>Overpayments</u>. 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 point of contact.
  - (e) Provide a copy of the remittance and supporting documentation to the High Commission of India, Singapore.
- 13. <u>Contractor's Responsibilities</u>. 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.

- 14. <u>Logistics Requirement</u>. 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.
- 15. <u>Notification of Required Services</u>. 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.
- 16. <u>Preliminary Arrangements</u>. 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.
- 17. **Berthing**. The Contractor will be responsible to liaise with the Port for provision of a suitable berth for the ship in case the ship is to be berthed in any port in Singapore other than RSN 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 RSN 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 CNB authorities and progress/liaise with CNB authorities thereafter.
- 18. <u>Diplomatic Clearance</u>. 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.
- 19. <u>Husbanding Services</u>. 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.
- 20. <u>Clearing of Consignment</u>. The Contractor will clear the consignment with customs and deliver it onboard on the date of arrival of the consignment at the airport.

- 21. <u>Urgent Requirements</u>. 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.
- 22. <u>Chartering of Passenger Liners</u>. 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.
- 23. <u>Purchasing Supplies and Services</u>. 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.
- 24. **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.
- 25. <u>Liaison with Authorities</u>. 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.
- 26. **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.
- 27. <u>Cancellation Costs</u>. 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.

- 28. <u>Agency Fees</u>. The Contractor must cover all charges for all interaction with the Port, Customs, Immigration, Police and other local authorities under the Agency Fees.
- 29. <u>Definitions Day</u>. The definition of a day for various services will commence from **0001 2359 hrs**.
- 30. **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.
- 31. 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.
- 32. 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 deinducting this item should also be indicated clearly under the respective head of the pricing schedule.
- 33. <u>Transport</u>. The indicated cost of transport, if arranged through contractor, should be all inclusive and for trips within Singapore 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 airconditioned, clean and in good material condition.
- 34. <u>Technical Support</u>. 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.

- 35. 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.
- 36. **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.
- 37. <u>Termination</u>. Termination of the Contract could be affected if the Principal observes deterioration in the quality of service. Any such complaint by the vessel would be brought to the notice of the contractor upon receipt. The Principal reserves the right to terminate the contract after serving notice to the contractor to this effect 30 days prior termination of the contract.
- 38. **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).

#### **Principal**

Office of the Defence Adviser
High Commission of India
31, Grange Road, Singapore 239702

Tel: +65-62382512/22 Fax: +65-67346897

Email: def.singapore@mea.gov.in

### Contractor