

TENDER NOTICE

1. Sealed tenders are invited from companies to provide Ground Handling services and supply of fuel to the Indian Government Aircrafts visiting Singapore (at Changi, Paya Lebar Airbase). Considering the nature of services and supplies, the tender will be evaluated in single stage i.e., only commercial bids are required to be submitted. The bidders are requested to carefully read and understand the clauses of the draft rate contract placed at enclosure and quote for Ground Handling services as per Annexure I of the draft contract. The companies qualifying following criteria can only bid for the tender: -

- (a) The company should be registered in Singapore
- (b) The company should have experience of at least 3 years in providing Ground Handling services.
- (c) The company should not have suffered losses in past 3 years.
- (d) The company should not have been debarred from proving services to the Government of India or the Government of Singapore.

2. To safeguard against bidder's withdrawing or altering its bid during the bid validity period, **Bid Security** (Earnest Money) amounting to **SGD 3,750/-** 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 Ground Handling services will be awarded the contract. Bid security of unsuccessful bidders will be returned to them on or before 30 days after award of the contract.

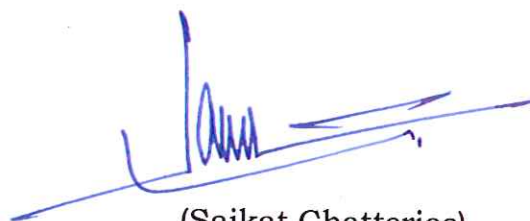
3. The company would be required to enter into one-year contract (effective from the date of signing the contract) with the High Commission of India, Singapore for supplying contracted services/ provisions at fixed price as per quotation and also assist in arranging non-contracted services that may be sought from time to time based on requirements during the period of the contract. Further, to ensure due performance of the contract, the successful bidder must deposit '**Performance Security**' amounting to **SGD 7,500/-** 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.

4. Further clarifications can be sought from this office during working days from **10 AM to 1 PM** and from **2.30 PM to 5 PM** on +65-62382522/512

5. Quotations must be addressed to **High Commission of India, Singapore**. Quotations along with Bid Security (as Para 2 above) to be forwarded in sealed envelope to the following address on or before 5 PM, 21 May 2024: -

**Defence Wing
High Commission of India
31, Grange Road
Singapore 239702
Tel: 62382522
Fax: 67346897
Email: def.singapore@mea.gov.in**



(Saikat Chatterjee)
Captain, (IN)
Defence Adviser

29 Apr 24

Encl: - Draft Contract.

DRAFT CONTRACT FOR PROVIDING GROUND HANDLING SERVICES
TO INDIAN GOVERNMENT AIRCRAFTS VISITING
SINGAPORE FOR THE PERIOD FROM TO

1. This Contract is made between the High Commission of India, Singapore (Principal) and _____ (Contractor).

2. **General.** Ground Handling Services and Catering Services as required for the Indian Government Aircrafts at (at Changi, Paya Lebar Airbase), Airports of Singapore. Aircrafts normally land at Paya Lebar and Changi Airport but may also land at other Airports 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. **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.

4. **Definitions – Day.** The definition of a day for various services will be from **0001 – 2359 hrs** on a given date.

5. **Performance Security Deposit.** To ensure due performance of the contract, the successful bidder is to deposit '**Performance Security**' amounting to **SGD 7,500/-** 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. Subject to having no financial liabilities to the contractor in execution of the contract, the Performance Security will be duly returned to the contractor.

6. **Authority for placing Order.** The authority for placing order on behalf of the principal will be Defence Adviser or Assistant to Defence

Adviser or any other person(s) as authorized by the Defence Adviser.

7. **Notification of Required Services.** The Principal shall provide requirement of services via email/ Fax, a copy of the message or other message directly to the Contractor at least three (03) working days prior to the arrival of the Aircraft.

8. **Diplomatic Clearance.** The Principal will ensure that the approved Diplomatic Clearance is forwarded to the Contractor and the latter will ensure that the document is forwarded to the Relevant Authorities to ensure that necessary permits are obtained for landing of the Aircraft.

9. **Ground Handling Services.** Ground Handling Services will be arranged as per the requirements provided by the Principal. In addition, the Contractor is to arrange catering services and fuel onboard the Aircraft(s) as per the requirements specified by the Principal. Airport entry passes for crew, 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, arrange delivery of consignments onboard the visiting ship, facilitate medical treatment of the Aircraft's crew, sign in/off.

10. **Contractor's Responsibilities.** Contractor shall arrange Ground Handling Services and other supplies/ services as requested by the Principal. Performance of the services/ delivery of goods includes providing any line item(s) or portions thereof which may be required in accordance with the terms of this Contract. The quality of all services rendered/ goods supplied shall conform to the highest standards possible in the industry. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade, or field and timely rendering of services/ delivery of goods is to be ensured. In the event where services and Fuel/ Catering/ non-contracted services/ goods are arranged through sub-contracting (by different suppliers), it would be the responsibility of the Contractor to coordinate necessary clearances from Airport and other authorities for the designated supplier(s) to deliver goods/ render services to visiting Aircraft(s). While the non-contracted services/ goods supplier(s) will also be directed to liaise and coordinate with the Contractor to provide relevant information for Airport clearances, the Contractor would act as the main coordinator and ensure that there are minimum operational disruptions during provision of the said services and supply of fuel.

11. **Exchange of Information.** An important requirement of services under this Contract is to ensure a prompt exchange of information between Contractor and the Principal. Contractor will keep the principal or its

designated representative informed of the status of delivery of supplies and services promptly. 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/ Aircraft 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 Aircraft (s) and its Authorised representative as otherwise stipulated in the Contract.

12. **Personnel.** All personnel employed by the Contractor to deal directly with the Aircraft must speak and understand English and be able to discuss technical aspects of the requirements and services available within the Airport/ Airbase. The Contractor's representative must be available (either in person or by phone) during the stay of the Aircraft(s) and shall have the ability and means at his disposal to be present at the Aircraft at short notice, if required. Selection of personnel deputed for any service for the Aircraft(s) of the Principal, shall be with consideration to the political and cultural sensitivities of the Govt of India.

13. **Operations.** The Contractor will also maintain a centrally functioning Operations Centre (OPCEN) to ensure the information received from the Aircraft is correctly and effectively communicated so that all necessary actions are taken. 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 concerned Airport/ Airbase. The Principal agrees to keep the respective OPCEN copied in all communications with the local offices.

14. **Parking Bay.** The Contractor will be responsible to liaise with the concerned Port authorities for provision of a suitable parking bay for visiting Aircraft(s). In such cases, the principal will be responsible to ensure that the Diplomatic Clearance is forwarded to the Contractor in sufficient time to facilitate the allocation of suitable parking bay.

15. **Supply of Fuel.**

(a) The Principal shall provide approximate quantity of fuel to be supplied to the Aircraft (on arrival) at the designated Airport.

(b) Based on the approximate quantity and the date of supply of fuel (provided by the Principal), the Contractor will be required to submit to the Principal, at least **four (04)** quotations obtained from **the fuel suppliers** (Authorised/ licensed fuel suppliers). The

Contractor may also advise, the validity of quotes obtained.

(c) Based on the quotations provided, the Principal will confirm the order to the lowest bidder, meeting requisite fuel specifications, (for the projected approximate quantity).

(d) The contractor will provide fuel as per actual price charged by the fuel supplier. The Contractor will submit the original delivery/ receipt note duly endorsed and stamped by ship's crew and invoice from Fuel Supplier to the Principal.

(e) In cases where the actual supplier has charged for the fuel in US Dollar, Contractor is to confirm the currency of payment from Principal, before submitting final invoices to the principal.

(f) The payment for fuel supply shall be made to the Contractor within 30 days upon presentation of invoice(s) and relevant documents.

16. **Arrangement of Supply of Non-Contracted Services and Goods.**

The principal may require services/ goods beyond scope of the price schedule of this contract based on the specific requirements raised by visiting Aircraft (s). The Contractor will be responsible to assist the principal for carrying out market survey and getting multiple competitive quotes, provide recommendations on the performance of the sub-contractor and deliver purchase orders to the selected vendors. The Contractor shall liaise with the vendor(s) for efficient delivery of these services/ goods. The Contractor will be given first opportunity to arrange all non-contracted services/ goods, based on the condition that competitive market prices will be sought by the Contractor. However, the discretion and decision of the Principal will be final in so far as the nomination of supplier for non-contracted services/ goods are concerned. To get fair and reasonable prices for all non-contracted services/ goods amounting to **SGD 965.25** and above in a single invoice, the Contractor will be required to arrange minimum **four (04)** quotations on competitive basis and submit to the Principal for approval.

17. **Pricing.** The Contractor shall arrange for fixed prices with the relevant vendors on behalf of the Principal for the Contract as set forth in Pricing Schedule. Charges from Airport Authorities and other Government Agencies could be as per actual and could vary as per extant regulations in Singapore.

18. **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 period of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract would stand amended accordingly.

19. **Extra Charges.** No charges under any other expenditure head other than those indicated in the Pricing Schedule should be made by the Contractor. If services/ goods other than those indicated in the Pricing Schedule are requisitioned, the quotes for the same are required to be approved by the Principal.

20. **General Assistance.** Contractor shall assist with all official requirements of the Aircraft associated with its stay at designated Airport/ Airbase, as requested by the Principal or the Aircraft, or their duly authorized representatives. Contractor may also be required to assist Principals' advance parties arriving in designated Airport/ Airbase prior to the arrival of the Aircraft with their logistics requirements.

21. **Liaison with Authorities.** Contractor will liaise with the Airport Authorities for the arrangement of services as requisitioned by the principal. The contractor should also ensure liaison with Airport Authorities and Police of the Airport/ concerned area for the security of the Aircraft (s) and the crew and smooth entry of guests/ vehicles/ stores to the Aircraft.

22. **Cancellation Costs.** Upon notification of cancellation of a scheduled visit, Contractor shall take immediate action to terminate all confirmed orders/ sub-contracts for services and supplies as requested. In the event that some services covered under this Contract cannot be cancelled owing to Government Regulations, the Principal shall be responsible for these incurred costs. Cancellation fees that are levied by the Airport will be paid by the Principal in accordance with the respective port regulations. In case of services/ equipment (as requisitioned by the principal) which may have already been mobilized from the yard/ point of origin, the Principal shall be responsible only for charges for first day of intended use. For goods/ services which will be charged by the Contractor to the Principal in cases of cancellation of intended arrival of the Aircraft, the Contractor will make available to the Principal such documentation/invoices to authenticate the cancellation fee/ chargeable amount.

23. **Commissions & Rebates.** In assisting the Principal with the

market survey, the Contractor will disclose any **fiduciary relationship** with any of the 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 Forty-Five (45) days of the departure of the Aircraft. 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. The Principal will reimburse the Contractor the actual cost of goods/ services (less any rebates, refunds, or discounts received by the contractor).

24. **Submission of Invoices and Relevant Documents.** The Contractor will be required to submit the invoices, third party invoices, quotations and other relevant documents in original to the principal within **Thirty (30) days** of the departure of the Aircraft(s). The Contractor will also certify that all discounts, rebates, commissions or things of value received in the process of carrying out the competitive sourcing process for non fixed priced items have been fully disclosed and returned to the High Commission of India, 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, the performance guarantee is liable to be forfeited.

25. **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Principal has otherwise overpaid on a Contract financing or invoice payment, the Contractor shall remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the following (along with a copy of the remittance and supporting documentation to the High Commission of India, Singapore): -

- (a) Circumstances of the overpayment (eg. duplicate payment, erroneous payment, liquidation errors, discounts, rebates, commissions, date(s) of overpayment).

- (b) Affected Contract number and delivery order number, if applicable.
- (c) Affected fixed price/ non-contracted items or services, if applicable.
- (d) Contractor points of contact.

26. **Record of Documents.** The Contractor should maintain a record of the invoices, competitive quotes and other relevant documents related to procurement of services/ goods for **Two (02)** years after termination of the Contract. The Contractor shall be required to produce these documents as and when requested during an audit process by the High Commission of India, Singapore or any other entity that has been authorized by Government of India to audit the transactions under the Contract.

27. **Confidentiality.** The Contractor will ensure that confidentiality is maintained to the highest level and information on the Aircraft'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 Aircraft or its nationality. External agencies and sub-contractors should not be given any information on the identity of the Aircraft(s) till the Diplomatic Note has been promulgated or with the approval of the Principal.

28. **Termination.** Termination of the Contract could be affected if the Principal observes deterioration in the quality of services. The complaint by the Aircraft would be brought to the notice of the agent. The principal will serve **Thirty (30) days'** notice prior termination of the contract.

29. **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 as mutually agreed at the rates prescribed in the effective Contract (in force).

30. **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
Defence Adviser
High Commission
of India
31 Grange Road,
Singapore 239702 Tele:
+65-62382522/512
Fax: +65-67346897
Email: def.singapore@mea.gov.in

If to Contractor:

Address, FAX, and email address of the Contractor

Annexure**PROFORMA FOR QUOTING PRICES OF ITEMS AND SERVICES**

Ser	Services	Unit	Rate in SGD	Remarks
1.	Ground Power Unit	Per service		
2.	Ground Aircraft Towing Tractor	Per service		
3.	Towing bar	Per service		
4.	Cabin Entry/Exit Ladder	Per service		
5.	Twenty Step ladder/Genie	Per service		
6.	Air Starter Unit	Per service		
7.	Nitrogen trolley	Per service		With Min Pressure of 3000 PSI
8.	Oxygen Trolley	Per service		With Min Pressure of 3000 PSI
9.	Lavatory Servicing Cart	Per service		
10.	Aircraft Cabin Cleaning services	Per service		
11.	Custom and Immigration Charges	Per service		
12.	Fuel	Per Litre		Fuel (ATFK-50, JET A1 or JP-5). For fuel other than ATFK-50 specification sheet must be sent earlier for confirmation of suitability from Air crew
13.	In-flight catering	Per head		Indian Vegetarian and Non-Vegetarian Menu
14.	Any Other services and Charges			May Kindly be specified.