

## TENDER INVITATION

1. Bids are invited from **Air Handling Agents** for providing Ground Handling services and catering requirements to Government of India (Class E) Aircraft visiting Civil Airport/ JSDF Airbase (Japan) in **Feb 2025**. The Bidding Agencies are required to submit in sealed envelopes with clear indication superscripting the Title, RFP No. and Due Date of Opening. For details of Ground Handling Services required visit: [www.indembassy-tokyo.gov.in/Defence-Tender.html](http://www.indembassy-tokyo.gov.in/Defence-Tender.html).

2. The Bids are to be forwarded to Embassy of India, Defence Wing, Tokyo, Japan, by Registered Post/Deposition in Tender Box kept at Embassy of India (Tokyo) Reception Desk to reach latest by **1100 hrs on 19 Feb 2025** at the following address.

**Defence Attaché, Defence Wing,  
Embassy of India  
Address: 2-2-11,  
Kudan Minami  
Chiyoda-ku  
Tokyo 102-0074  
Tele - 03-3262-9254  
Fax - 03-3262-9254**

3. The Bids will be opened on **19 Feb 2025** at **1200 Hrs**. The Bids received after due date will not be considered.



  
**(Majeesh Mathew)  
Captain (IN)  
Defence Attaché  
Embassy of India, Tokyo**

29/1/25

**REQUEST FOR PROPOSAL**  
**EMBASSY OF INDIA, TOKYO, JAPAN**

**Invitation of Bids for Provision of Ground Handling Services to**  
**Government of India (Class E) Aircraft visiting Japan**

**Request for Proposal (RFP)**  
**No. DA/126/35/Visit Dated 29 Jan 2025**  
**(RFP for Indian/Foreign Vendors)**

1. The Bids in sealed cover are invited for Provision of Air Chandelling Services to the visiting Government of India (Class E) Aircraft to Civil Airport/ JSDF Airbase (Japan) in Feb 2025 as per items listed in Part I of this RFP. Please superscribe the above mentioned **Title, RFP Number and Date of Opening** of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The contact details for sending Bids or seeking clarifications regarding this RFP are given below:-

(a) Bids/queries to be addressed to:

**Defence Attaché, Embassy of India (Tokyo), Japan.**

(b) Postal address for sending the Bids:

**Defence Wing  
Embassy of India  
2-2-11 Kudan Minami  
Chiyoda-Ku,  
Tokyo 102-0074  
Japan**

(c) Name/Designation of the contact personnel:

**Captain Majeesh Mathew, Defence Attaché**

(d) Telephone numbers of the contact personnel:

**81-3-3262-9254  
81-3-3262-2391 to 97**

(e) E-mail ID of Defence Wing, Eol, Tokyo:

**da.tokyo@mea.gov.in**

(f) Fax number: **81-3-3262-9254**

3. This RFP is being issued with no financial commitment and the **Client** reserves the right to change or vary any part thereof at any stage. **Client** also reserves the right to withdraw the RFP, should it become necessary at any stage.

## **Part I – General Information**

4. **Method of Depositing the Bids.** The Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX** kept at **Reception, Embassy of India, Tokyo** or sent by **Registered Post** at the address given below so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delays or non delivery/non-receipt of Bid documents. **In case of any clarification, please contact at the following address for assistance: -**

**The Defence Attaché  
Embassy of India  
2-2-11 Kudan Minami  
Chiyoda-Ku,  
Tokyo, Japan 102-0074  
Tele : 81-3-3262-9254**

5. **Last Date and Time for Depositing the Bids.** The Last Date and Time for receipt of Tender Bids is **19 Feb 2025 at 1100 Hrs.** The Bids should be sealed with clear indication superscripting the **Title, RFP number** and due **Date of Opening** and deposited in the Tender Box / or sent by Registered Post to reach by the due date and time. The responsibility to ensure this lies with the Bidder. The Format of Bid is placed at **Enclosure.**

6. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad with complete postal & e-mail address of their office.

7. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the client in writing about the clarifications sought not later than 7 (seven) days prior to the date of opening of the Bids.

8. **Receipt of Bids.** Only those Bids that are found in the Tender Box or delivered by Registered Post/Courier will be opened. The Tender box is located at the Reception Desk, Embassy of India, Tokyo.

9. **Withdrawal of Bids.** A bidder may withdraw his bid after submission if the client receives the written notice of withdrawal prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but a signed confirmation copy to be sent by post should follow it and such signed confirmation should reach the Client not later than the deadline for submission of bids. No bid shall be modified after the submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

10. **Time and date opening of Bids.** Bids shall be opened at **1200 Hrs on 19 Feb 25.** (If due to any exigency or the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Client).

11. **Place of Opening of the Bids.** The Bids shall be opened in Embassy of India in the presence of Board of Officers. The Bidders may depute their representative, duly authorized in writing, to attend the Opening of Bids on the due date and time. This event will not be postponed due to non-presence of representatives.

12. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Client may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
13. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the Tenders.
14. **Validity of Bids.** The Bids should remain valid till **180 Days** from the last date of submission of the Bids.

## **Part II : Essential Details – Technical**

15. **Pre-qualification Requirements.** The reputation, capacity and credibility shall be evaluated before finalizing the Bid and signing of contract with the **Company**. The **Company** should have adequate experience in providing **Ground Handling Services** in the past and **must provide the following documents as a part of the bid:-**
- (a) Detailed profile including available technical expertise.
  - (b) Past experience of executing similar types of **Ground Handling Services** to **Gol establishments/ Indian missions / other Japanese Governmental Organisations** and establishments.
  - (c) Details of the financial background of the Company.
16. **Technical Capability Criteria**
- (a) The Bidder must be a registered Company/firm/agency with the Airport/Base Authorities in Tokyo (Japan), (Proof of registration to be provided). The details of the Company/Agency to be submitted alongwith the company brochure.
  - (b) Should be able to provide **Ground handelling services at Civil Airport/ JSDF Bases (Japan).**
  - (c) Experience in providing Ground handling Services to Aircrafts.
  - (d) Provide details of the countries to which Ground handling services being provided currently with details of number and type of Aircrafts handled in last three years.
  - (e) Adequate and well trained manpower for providing Ground handling services to handle minimum two or more Aircrafts at one time.
  - (f) Should have its **own /arrange to provide** Ground handling equipment and preferably located at the base/airport/in near vicinity.
  - (g) Should have own /arrange to provide transport and miscellaneous logistics requirements to be provided during the Aircraft visit.
  - (h) Should be able to sign contract with the Indian Embassy for providing the Ground Handling Services being offered.

(j) Financially capable to do advance payments for all arrangements including fuel and logistics and subsequently raise the invoices for settlement with Embassy of India (Tokyo).

(k) In addition, the company/agency should also be able to provide under mentioned additional services in case of requirement: -

(i) Repairs of Mechanical/Electronic equipment onboard.

(ii) Collection/dispatch of spare parts ex India from the Customs in Japan on behalf of the Embassy of India/Aircraft.

(iii) Obtaining VISAs and clearances from customs to facilitate arrival / departure of personnel onboard.

(l) Besides the above, additional services the company/agency can provide from their side will be given due consideration.

### **Part III : Essential Details - Financial**

17. **Scope of Work.** The scope of work is as follows:-

(a) The Consolidated list of services required to be provided to **Government of India (Class E) Aircraft** is placed at **Enclosure**. All items in the enclosure are to be quoted in Japanese Yen indicating clearly the unit cost.

(b) The Air chandling agency should provide all services to **Government of India (Class E) Aircraft** visiting Civil Airport/ JSDF Airbase (Japan) timely and deal with all port formalities in accordance with base authority regulations during Arrival and Departure of aircraft.

(c) **The air chandling agency should provide necessary assistance for customs and immigration clearance to Government of India (Class E) aircraft and their crew in area of landing.**

(d) The air chandling agency should provide cost for each of the services indicated at **Enclosure**. The final cost will be calculated as per the usage by the **Government of India (Class E) aircraft**.

(e) The Agency Fee will be the fee agreed upon in the Financial Offer.

(f) The payment guarantor to all the services availed by the **Government of India (Class E) Aircraft** will be Embassy of India, Tokyo.

(g) The air chandling agency has to obtain from the **Main Pilot, Aircraft**, in written form, duly signed in all the Invoices and the Delivery Acceptance Act for all the supplied services by the Company.

(h) The logistic services provided to **Government of India (Class E)** and the terms and conditions agreed upon are confidential and should not be disclosed to any third party without the consent of the "Principal".

(j) The legal address and the bank details of the Air handling agency are to be quoted clearly in the Financial Offer.

(k) **Transportation**. The complete responsibility of safe movement of the air crew into and out of the port premises during the period of aircraft's stay at Civil Airport/ JSDF Airbase (Japan) will lie with the air chandling agency.

(m) **Inspection/Acceptance/Rejection**. The Pilot, Government of India (Class E) aircraft being the end user, will be the final inspecting authority and will have all rights to reject the services if found unsuitable/different from the initially agreed upon between the Principal and the air chandling agency.

(n) **Delivery period**. The tentative ETA of **Government of India (Class E)** aircraft (Place and Date/Duration) will be intimated. Any change in aircraft's programme will be intimated by the Principal without any delay. **All services contracted should be provided during the period of the aircraft's stay.**

18. The detailed anticipated category of requirements are placed at enclosure.

#### **Part IV – Standard Conditions of RFP**

19. **The Bidder is required to give confirmation of his acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Company in the Contract) as selected by the Client. Failure to do so may result in rejection of the Bid submitted by the Bidder.**

20. **Effective Date of the Contract**. The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract.

21. **Arbitration**. All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration.

22. **Penalty for use of Undue influence**. The Company undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Client or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Company or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Company or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Client to cancel the contract and all or any other contracts with the Company and recover from the Company the amount of any loss arising from such cancellation. A decision of the Client or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Company. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Company towards any officer/employee of the Client or to any other person in a position to influence any officer/employee of the Client for showing any favour in relation to this or any other contract,

shall render the Company to such liability/ penalty as the Client may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Client.

23. **Agents / Agency Commission.** The Company confirms and declares to the Client that the Company is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Company; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Company agrees that if it is established at any time to the satisfaction of the Client that the present declaration is in any way incorrect or if at a later stage it is discovered by the Client that the Company has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Company will be liable to refund that amount to the Client. The Company will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Client will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Company who shall in such an event be liable to refund all payments made by the Client in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Client will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

24. **Access to Books of Accounts.** In case it is found to the satisfaction of the Client that the Company has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Company, on a specific request of the Client, shall provide necessary information/ inspection of the relevant financial documents/ information.

25. **Non-disclosure of Contract documents.** Except with the written consent of the Client/ Company, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

26. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, **liquidated damages (applicable on basic cost of items)** to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated damages (**applicable on basic cost of items**) being not higher than **10% of the value of delayed/undelivered stores.**

27. **Termination of Contract.** The Client shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributable to Force Majeure after the scheduled date of providing the services.
- (b) The Company is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than **05 Days** provided Force Majeure clause is included in contract.

(d) The Client has noticed that the Company has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

(f) **In case of failure of the supplier to deliver an ordered item or items within Delivery period/ Extended Delivery Period, Buyer will have the discretion of imposing LD charges (applicable on basic cost of items) of amount 10% of the cost of the undelivered item/ items during the settlement of payment.**

28. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or e-mail, addressed to the last known address of the party to whom it is sent.

29. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

#### **Part V – Special Conditions of RFP**

30. **The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Company in the Contract) as selected by the Client. Failure to do so may result in rejection of Bid submitted by the Bidder.**

31. **Payment Terms.** Payment Terms will be different for **Indian** and **Foreign** firms. The applicable payment terms are indicated below:

(a) **For Indian Firms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made (in Rupees) through ECS/EFT mechanism instead of payment through cheques, wherever feasible. **The payment will be made based on the services provided and signing of the Delivery Acceptance by the Pilot, Aircraft, within 45 bank days from the date of departure of the Aircraft and on receipt of the Original Invoices at the Embassy of India, Tokyo.**

(b) **For Foreign Firms.**

(i) The payment will be made in Yen by Bank Transfer.

(ii) **The payment will be made at actual based on the services provided and signing of the Delivery Acceptance by the Pilot, Aircraft, within 45 bank days from the date of departure of the aircraft and on receipt of the Original Invoices at the Embassy of India, Tokyo.**

32. **Liquidated Damages (LD) for non-delivery of items.**

(a) In case of failure of the supplier to deliver ordered item or items within Delivery Period/ Extended Delivery period, Buyer will have the discretion of imposing LD



charges (applicable on basic cost of items) of amount 10% of the cost of the undelivered item/ items during the settlement of payment. In this regards Part IV Para 26 is relevant.

(b) Any withdrawal from the delivery of the item, after issue of purchase order based on quotation, will invite imposition of LD (applicable on basic cost of items) of 10% cost of item/ items.

33. **Force Majeure Clause**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God as well as War Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than **05 (five) days** from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than **15 (fifteen) days prior to arrival of the Aircraft at Japan**, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 03 (three) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

34. **Specification**. The following Specification clause will form part of the contract placed on successful Bidder – **‘The air handling agency guarantees to meet the specifications as per Part-II of the RFP’**.

35. **Inspection Authority**. The Pilot, Aircraft being the end user, will be the final inspecting authority and will have all right to reject the services if found unsuitable/different from the initially agreed upon terms and conditions between the Principal and the Aircraft handling agency.

**Part VI – Evaluation Criteria & Price Bid issues**

36. The broad guidelines for evaluation of Bids will be as follows:

(a) The Tender Bids will be evaluated by a Board of Officers.

- (b) Only those Bids will be evaluated which are found to be fulfilling the eligibility and qualifying requirements of the RFP.
- (c) The Lowest Bid (L-1) will be decided upon the lowest price quoted by the particular Bidder.
- (d) The Bidders are required to spell out the rates of Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so.

**Enclosure**  
**(Refer to Para 18 Page No. 6)**

**SCOPE OF WORK/SERVICES FOR THE TENDER INVITED FOR  
PROVIDING GROUND HANDLING SERVICES TO THE VISITING  
GOVERNMENT OF INDIA (CLASS E) AIRCRAFT  
TO JAPAN IN FEB 2025**

Ser No	Description	Qty	Rate in JP Yen	Remarks
<b>Basic Handling</b>				
1.	Prior arrangement With CIQ	01		
2.	General declaration/ personnel manifest handling	01		
3.	Crew Customs and Immigration formality	01		
4.	Arrangement/ Document handling for CIQ Requirement	01		
5.	Import/ Export Formalities	01		
6.	Administrative Fee	01		
<b>Technical Requirements</b>				
7.	GPU	01		
8.	Lavatory Cart (Non-vacuum type), Aircraft Cabin cleaning services	01		
9.	Ground Aircraft Towing Truck / Tug Pulling with operator and conveyer belt	01		
10.	Towing Arm and articulated mobile hydraulic platform	01		
11.	Nitrogen Trolley with N2 Bottles 3000 PSI, Tyre and Strut Inflation Tool	01		
12.	Oxygen Charging Trolley (HABO) - 3000 PSI	01		
<b>Catering</b>				
13.	Catering (per Indian meal) (Veg/Non Veg)	01		

