

GOVERNMENT OF ARUNACHAL PRADESH

TENDER DOCUMENTS

FOR

**WET LEASE OF ONE MULTI ENGINE (6-10 SEATER)
FIXED WING AIRCRAFT/AEROPLANE**

TENDER NO.DCA/FWA/NIT/2017 Dated **21.02.2017**

**GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF CIVIL AVIATION
ITANAGAR**

Telephone No0360-2245508

Fax No0360-2243262

Tender No.DCA/FWA/NIT/2017 Dated 21.02.2017

To,

INVITATION OF BID

Dear Sirs,

Sealed offers under TWO BID SYSTEM are invited by GOVT. OF ARUNACHAL PRADESH from eligible commercial permit holders **under DGCA's NSOP (Non-Scheduled Operator's Permit)/ SOP(Scheduled Operator's Permit)** holder Operator having tendered type of fixed wing aircraft, for WET lease of **one multi engine (6-10 seater) fixed wing aircraft of latest/modern technology, not more than 10 (Ten) years of age as on the date of opening of tender** for use of the Government of Arunachal Pradesh in the state of Arunachal Pradesh and adjoining areas for a period of **3 months with a minimum flying time/ hours guarantee of 40(fourty) hours per month**, on pilot basis **from the date of signing of agreement or positioning & readiness of the aircraft for operation for Lessee's commitment at the Base Station whichever is earlier, with provision for renewal / extension at the same rates and terms & conditions only subject to mutual agreement by both parties.**

, in the prescribed bid form and the proforma attached to this bid package. The details of the tender are given below:-

1. Tender No: **:- DCA/FWA/NIT/2017 Dated 21.02.2017**
2. **Period of initial Agreement:- For a period of 3 (three) months** from the date of signing of agreement or positioning & readiness of the aircraft for operation for Lessee's commitment at the Base Station whichever is earlier, with provision for **renewal / extension** at the same rates and terms & conditions only **subject to mutual agreement by both parties.**
3. **Bid Bond of Rs.10,00,000.00 (Rupees Ten lakh) only** (in original) as per enclosed proforma (**Annexure-I**) should be furnished along with the technical bid.

Start of operation:- Bidder shall be ready to operate at Arunachal Pradesh and adjoining areas, within 15 (fifteen) days from the date of issue of letter of intent (LoI). The locations from which to operate are as follows:

- a. ALG Ziro, Lower Subansiri District,
- b. ALG Pasighat, East Siang District,
- c. ALG Tuting, Upper Siang District,
- d. ALG Aalo, West Siang District,
- e. ALG Mechuka, West Siang District,
- f. Airport Tezu, Lohit District

The above locations are to be connected within themselves and nearby Airports at Lilabari, Tezpur, Dibrugarh and Guwahati in the state of Assam.

Sl. No.	Name of the work	Bid amount (Earnest Money)in Rupees	Tenure of Contract
1.	Induction and operations of a small fixed wing multi-Engine Aircraft with a minimum seating of 6-10 passengers and with age of Aircraft being less than ten years.	10,00,000.00 (Ten Lakh)	3 (three) months from the date of signing of agreement or positioning & readiness of the aircraft for operation for Lessee's commitment at the Base Station whichever is earlier, with provision for renewal/extension at same rates and terms & conditions on mutual agreement by both the parties /termination because of non-performance.

4. Tender documents will be available for downloading from our Website. www.arunachalpradesh.gov.in from **21.02.2017 onwards.**
5. Tender Closing date and time for submission of bids. **:-1200 hrs (IST) on 14.03.2017**
6. Tender Opening date and time **:-1300 hrs (IST) on 14 .03.2017 for Technical Bids. 1100 hrs (IST) on 16 .03.2017 for Financial Bids.**

7. **Bidder(s), whose Technical Bids are found unqualified, their Financial Bids shall not be opened on 14.03.2016 and shall be returned to the bidder in sealed condition as submitted by them.**
8. **A Pre-bid meeting will be held at 1100 hrs on 07.03.2017 in the Office Chamber of Secretary, Civil Aviation, Govt. of Arunachal Pradesh, Itanagar. Interested bidders may be present in the Pre-bid meeting.**
9. Bid Bond (Bank Guarantee):-**Rs. 10 lakhs (Rupees Ten lakhs only)** in the form of irrevocable Bank Guarantee from any Nationalized or Scheduled Bank of India.
10. Tender Bid Validity up to :- **2 (two) months from the tender opening date i.e. up to 21 .04.2017.**
11. Bid Bond Validity up to :-**4 (four) months from the tender opening date i.e up to 21 .06.2017.**
12. Performance Bank Guarantee
- i) Amount :-**Rs.10.00 lakhs (Rupees Ten lakhs)only (to be furnished by the successful bidder)** in the form of irrevocable Bank Guarantee from any Nationalized or Scheduled Bank of India.
- ii) Validity :-**up to 2 (Two) months beyond the initial agreement period and extendable thereafter.**
- Correspondence Address :- Director (Civil Aviation),
Govt. of Arunachal Pradesh,
Papumpare District,
Naharlagun helipad,
Naharlagun-791110
Phone No. 0360 2245508
Fax No. 0360 2245508

The tender will be governed by the instructions to bidder as per **Chapter-I**, General Terms & Conditions as per **Chapter-II** and Specimen “**Deed of Wet Lease Agreement**” as per **Chapter-III** and **Annexure-I, II, III and Schedule-I & II.**

“**TWO BID SYSTEM**” shall be followed for this Tender. Bidder should take due care to submit tenders in accordance with requirements in sealed covers. **GOVT. OF ARUNACHAL PRADESH shall have the right to accept/reject or prefer any Bid without assigning any reason whatsoever including rejecting the lowest quoted bid.**

Yours faithfully,

Sd/-
Secretary (Civil Aviation)
Govt. of Arunachal Pradesh
Itanagar

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THE SET OF BID DOCUMENT CONTAINS THE FOLLOWING

SL. NO.	DESCRIPTION	CHAPTER	PAGE NO.
1.	Instructions to Bidders	I	5
2.	General Terms & Conditions	II	6-10
3.	Specimen "Deed of Wet Lease Agreement"	III	11-16
4.	ANNEXURE & SCHEDULE:-		
(I)	Schedule for quoting rates as per Schedule-I attached at page-17 (to be submitted in Financial Bid).		
(II)	Company Background and Aircraft specifications as per Schedule-II attached at page : 18 (to be submitted with Technical Bid).		
(III)	Instructions for filling up Bank Guarantee for Bid Bond: page-.19		
(IV)	Proforma for Bid Bond Guarantee in Annexure-I attached at page: 20 - 22 (to be submitted with Technical Bid).		
(V)	Performance Bond Proforma (To be provided if agreement is awarded) in Annexure-II attached at page : 23 -25 .		
(VI)	ProformaTender letter (To be submitted along with the Technical bid) in Annexure-III attached at page : 26 .		

CHAPTER-IINSTRUCTION TO THE BIDDERS.

1. Please go through the enclosed Bid Documents before submission of bids.
2. Tender documents will be available for downloading from our Website- www.arunachalpradesh.gov.in from **21.02.2017** onwards. The Tender documents can also be collected from **23.02.2017** onwards from the office of the **Director (Civil Aviation), Govt. of Arunachal Pradesh, Naharlagun-791110**, Phone No.0360- 2245508 Fax No. 0360- 2245508 with a request/authority letter and requisite **Tender Fee of Rs.5,000/-**(Rupees Five Thousand) (**non-refundable**) **only per set of Tender Document**, by **Demand Draft** in favour of “**Director of Civil Aviation, Government of Arunachal Pradesh, Naharlagun**”, payable at **Naharlagun**. Bidders using/submitting down-loaded Tender Documents from website must furnish the Demand Draft of Tender Fee along with the Technical Bid failing which the Bid shall be rejected outright. Tender Documents can also be purchased by post by sending a self addressed stamped file size envelope with a request letter along with requisite Tender Fee as mentioned above. However, the State Government shall not be responsible for non-receipt of Tender Documents sent by post due to postal delay or whatsoever reason.
3. The Bidder should ensure that all documents are submitted in English language. **The bidders shall visit the website for modifications in the tender documents if any till 07.03.2017 midnight.**
4. The Bidder should ensure that the **sealed bids** are submitted under “Two Bid System” viz (a) “**Technical Bid**” and (b) “**Financial Bid**”.

The Bidder should ensure that your bid reaches the **Office of the Director (Civil Aviation), Govt. of Arunachal Pradesh, Papumpare District, Arunachal Pradesh, Naharlagun helipad, Naharlagun-791110** before **1200 hrs** on **14.03.2017** and should be sent by Registered Air Mail, Courier or Hand delivered. **THE GOVT. OF ARUNACHAL PRADESH shall not be responsible if the Bid documents are misplaced /delayed in transit and not received at the above office by the prescribed date and time.**

GENERAL TERMS AND CONDITIONS.**1. REQUIREMENT**

Wet Lease of one (6-10) seater multi-engine Fixed wing aircraft for operation in the state of Arunachal Pradesh for a period of 3 (three) months **from the date of signing of agreement or positioning & readiness of the aircraft for operation for Lessee's commitment at the Base Station whichever is earlier**, with provision for renewal/extension at same rates and terms & conditions on mutual agreement/termination because of non- performance. The bidder shall carry out flight program as per the instruction of the Department of Civil Aviation, Government of Arunachal Pradesh and submit an undertaking to that effect. Bidder shall be ready to operate in Arunachal Pradesh and adjoining areas, within 15 (fifteen) days from the date of issue of letter of intent (LoI). The locations from which to operate are as follows:

- a. ALG Ziro, Lower Subansiri District,
- b. ALG Pasighat, East Siang District,
- c. ALG Tuting, Upper Siang District,
- d. ALG Aalo, West Siang District,
- e. ALG Mechuka, West Siang District,
- f. Airport Tezu, Lohit District

The objective of the fixed wing operation is to give a boost to air connectivity within the remote areas of the state and the nearby Airports at Lilabari, Tezpur /Dibrugarh and Guwahati in the state of Assam and which shall be of benefit to tourism/patient evacuation/ VIP movement etc.

The Aircraft should have valid certification of manufacturing company and the same should be accepted by DGCA, Ministry of Civil Aviation, Government of India. Copy of valid Airworthiness Certificate (C of A) and Registration Certificate (C of R) issued by DGCA, India should be invariably enclosed with the Technical Bid. Copy of valid Non-Scheduled Operator's Permit (NSOP) / Scheduled Operator's Permit of the Bidder issued by DGCA India should also be invariably enclosed with the Technical Bid. The pilots and air-crews to be deployed on should also be technically qualified and professionally competent. Technical specification of the machine indicating safety parameters may also be given. The Pilots and air-crews should be Indian national/or as per guidelines of Ministry of Civil Aviation, Ministry of Defence & Ministry of Home Affairs especially while conducting flight programme at ALGs belonging to Indian Air Force (IAF) and the bidder shall comply with all required formalities of obtaining permission etc. in this regard.

All necessary clearances from DGCA, BCAS and other regulatory authorities for operation of fixed wing aircraft in the above mentioned locations shall be obtained by the operator. In case breach or non-compliance, the State Government will not be responsible to resolve regulatory matters and it shall be the sole responsibility of the Aircraft operator to resolve matters with the regulatory authorities.

The bidder will have to give the technical bids with all supporting papers and financial bid as per the format provided.

If the selected bidder fails to provide the service after selection, his deposited earnest money Bid Bond shall be forfeited.

2. AVAILABILITY/BASE OF OPERATION: -

The operational ALGs at Tuting, Pasighat, Aalo, Mechuka and Ziro are under the control of Indian Air Force and the Airport at Tezu is under Airports Authority of India (AAI). Hence if the bidder is willing to set up Base of operations at any of the above ALG/Airport they shall obtain necessary permission for setting up of the same from the concerned owner or they (bidder) may operate from Airports in the state of Assam as per their convenience. Cost of setting up of operational base shall be borne by the bidder.

3. DURATION OF LEASE

The lease will be initially **for a period of 3 (three) months from the date of signing of agreement or positioning & readiness of the aircraft for operation for Lessee's commitment at the Base Station whichever is earlier**, with provision for renewal/extension at same rates and terms & conditions on mutual agreement by both the parties/termination because of non- performance.

4. VALIDITY OF BIDS

Bids must be valid for **2 (two) months** from the date of opening of the tender i.e up to **21.04.2017.**

5.1. **REQUIREMENT OF BIDDER – ELIGIBILITY CRITERIA:-**

Based on all of the following requirements being met by Bidders, eligible bidders shall be shortlisted: -

- (a) The Bidder as a Company must be currently in the business of Fixed wing operation under valid Non-Scheduled Operator's Permit (NSOP)/ Scheduled Operators Permit of DGCA, India, valid up to date (supporting documents to be enclosed in Technical bid). The aircraft offered must not be more than 10 (ten) years old as on the date of opening of tender.(Documentary proof of age to be furnished in technical bid).
- (b) All qualifications/ technical requirements of the Pilot and crew must be as per the requirements specified by DGCA for fixed wing operation.
- (c) In the event the deployed Fixed Wing Aircraft is grounded or is not serviceable for more than 72 (seventy Two) hours or 3 days, a replacement shall be provided by the operator at no additional cost to the Government.
- (d) Tenure of Contract: The contract shall be for a tenure of 3 (three) months initially. Based on response and expansion plans the tenure may be extended after mutual discussions and agreement by both parties. However, in case of any non-performance/lack of performance, Government of Arunachal Pradesh reserves the right to cancel the contract with one (1) month's notice without any further intimation.
- (f) Copies of currently valid C of A, C of R, Weight Schedule, call sign etc. PAN / TAN of Income Tax, Service Tax Registration number etc issued by DGCA, BCAS and other competent authorities, for the operation of the tendered aircraft must be furnished along with the Technical Bid.
- (g) **Average Annual Turn Over** from Aviation business of last two years of the Bidder in aviation business must be **Rs.2.00 crores or more** .
- (h) A Certificate from the Statutory Auditor to the effect that the Bidder has requisite financial capacity to carry out the agreement work in addition to their existing business and about the **Average Annual Turn Over of last two financial years(2014-15 & 2015-16)** etc. as specified in the tender must be enclosed in the Technical Bid.

All the requirements are to be met individually.

5.2 **REJECTION CRITERIA: -**

Non compliance of the Terms and Conditions mentioned herein the tender document and non submission of required documents by the bidders.

6. **SUBMISSION OF BIDS**

The bidders are requested to submit their bid(s) under two bid system in a Sealed envelope in the Office of Director(Civil Aviation), Government of Arunachal Pradesh, Papumpare district, Arunachal Pradesh, Naharlagun helipad, Naharlagun-791110, Arunachal Pradesh, on or before closing date & time.

Each "Bid" should contain the following:-

"Technical Bid"

- a) Details of Company and Fixed wing Aircraft offered as per **Scheduled-II** with supporting documents as mentioned therein.
- b) The utilization time/ fly time shall be calculated from chocks off to chocks on only.
- c) ORIGINAL Bid Bond of the requisite value and validity mentioned hereinbefore as per **Annexure-I**
- d) Proforma Tender letter as per **Annexure-III**.
- e) **Undertaking** for carrying out flight operation as given by the Department of Civil Aviation, Government of Arunachal Pradesh and in case of technical grounding of the offered aircraft for more than three (3) days/ 72 hours in a month then the bidder shall provide another aircraft of the same type and capacity for smooth operation.
- f) Price Proforma with amount blank
- g) Copies of each of audited Annual Accounts of previous consecutive two financial years i.e. FY 2014-15 & 2015-16.
- h) Other required & relevant documents such as valid Non-Scheduled Operator's Permit/ Schedule Operator's Permit, Airworthiness Certificate, Certificate of Registration, Insurance Certificate, etc.
- i) Tender Fee, if Tender Document has been downloaded from website.

“Financial Bid”

- a) Schedule of rates duly filled in and signed with seal as per **Schedule-I** attached.
- b) Other required & relevant documents as mentioned in the Tender.

Both Technical & Financial bids are to be kept in separate sealed envelopes with proper marking at the top corner of the envelope.

7. EVALUATION OF BIDS:-

Bidders whose Technical bids are found unqualified, their Financial bids shall not be opened and shall be returned in sealed condition.

Financial Bid Evaluation Criteria:

The Bidder shall quote a fixed charge for the 3 (Three) months operation period with minimum flying hour guarantee of 40(fourty) hours per month.

The bidder quoting the lowest total operational cost for period of 3 (three) months shall be awarded the work subject to pre-qualification in the Technical Bid.”

8. PRICES :-

The prices quoted in Bid as per Schedule- I must be firm and final, without any qualifications. Any modifications to the offer after opening of the tender will not be considered.

9. BID GUARANTEE(EARNEST MONEY)

- i) The bidders shall submit **bid bond in original** along with their **Technical Bid**. The Bid bond shall be for a sum of Indian **Rs.10 (Ten) lakhs for the tendered Aircraft in the form of an irrevocable Bank Guarantee** issued by any Nationalized Bank or Scheduled Bank of India. The Bid Bond shall be kept valid initially for a period of **2 (Two) months beyond validity period of the offer** which is six months from the Tender closing date, as per the **Bid Bond proforma at Annexure-I. The bidder shall abide by all the conditions of GOVERNMENT OF ARUNACHAL PRADESH** bid package in the event of GOVT. OF ARUNACHAL PRADESH desiring to award the work to the said bidder. The bid bond shall also specifically include an undertaking by the issuing banker that the validity of the bid bond will be extended suitably at the option of GOVERNMENT OF ARUNACHAL PRADESH until the Bidder furnishes to GOVERNMENT OF ARUNACHAL PRADESH a Bank Guarantee of **Rs.10.00 lakhs only**, towards performance of agreement, **valid for 2 months beyond the date of initial period of agreement and extendable thereafter, in the event of the Bidder becoming the successful bidder.**

The Bid Bond in respect of the successful bidder shall be released after receipt of the Performance Guarantee as at **Annexure-II**.

- ii) GOVERNMENT OF ARUNACHAL PRADESH shall have an unqualified option to **forfeit the bid bond amount** in the event the tender is withdrawn/ modified in a manner not acceptable to GOVERNMENT OF ARUNACHAL PRADESH/fails to sign Lease Agreement as per Letter of Intent issued by the State Government/fails to position the offered helicopter as per stipulated time as per tender condition mentioned in the Letter of Intent/refuses to satisfactorily carry out or undertake operations at any time of operations.

10. PERFORMANCE GUARANTEE

The successful bidder shall furnish the required performance Guarantee bond amounting to **Rs.10.00 lakhs (Rupees Ten lakhs) only** from any Nationalized Bank or Scheduled Bank in India, as per Annexure-II, within **7 (seven) days of LOI**.

11. RATES

The rates quoted by the bidder shall include all taxes, levies, duties, costs etc. except service tax (payable to the Government of India, if applicable) to be levied under the agreement including personal tax liabilities of the Bidder and their sub-bidders and associates. The Service Tax at the prevailing rate, as and if applicable shall be paid to the operator(s) by the State Government on their bills. The bidder shall, therefore, confirm this aspect in their bid categorically.

12. SIGNING OF THE AGREEMENT

The successful bidder, after receipt of Letter of Intent (LoI) shall have to sign a **Deed of Wet Lease Agreement** with the State Government. The Specimen Deed of Wet Lease Agreement is placed in **Chapter-III** of the Tender Documents **which shall have to be signed by the bidder(s) with seal at each page**. The Government of Arunachal Pradesh shall be at liberty to add any more clause/conditions in the Specimen Deed of Wet Lease Agreement at Chapter-III as per requirement according to the terms and conditions of the tender and the bidder(s) shall accept the same.

13. GOVT. OF ARUNACHAL PRADESH shall have the right to accept/reject or prefer any bid without assigning any reason whatsoever including rejection of the lowest quoted bid.
14. GOVT. OF ARUNACHAL PRADESH shall not entertain any third party involvement in the agreement nor shall any commission/brokerage be allowed to be paid to any third party within or outside India.
15. The bidder shall provide all documents like Non Scheduled Operator's Permit, C of A, certificate of Registration etc. issued by DGCA, India, Weight schedule etc. or any other documents required by Govt. of Arunachal Pradesh, Regulatory Authorities in India and any other competent authorities.
16. The selected bidder, at any time after signing of the agreement shall allow inspections/examination of the documents like aircraft log books, engine log books, flight manual and maintenance manuals etc , if so desired by the Government of Arunachal Pradesh.

17. INDEMNITY

The Bidder(s) shall indemnify and bond harmless the State Govt. and/or its clients from and against all claims, costs, demands, actions, including legal fees and costs, however, arising out of the use of the fixed wing aircraft (including damage or loss of aircraft and third party liability) during the period herein mentioned.

18. INSURANCE

The Bidder(s) shall maintain throughout the period of lease Agreement at its own expense, full liability insurance/self insurance of the helicopter(s). The Bidder shall also maintain throughout the period of Lease **at its own expenses, insurance/self insurance against war risk and hijacking**.

19. JURISDICTION AND APPLICABLE LAWS

All questions, disputes or difference arising under or out of or in connection with this agreement shall be subject to the laws of India and to the exclusive jurisdiction of the courts in Arunachal Pradesh.

20. FORCE MAJEURE

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the party affected by such force majeure shall after notice under the relevant Article be suspended for the period during which such cause lasts. The terms "FORCE MAJEURE" as employed herein shall mean acts of God, War (declared or undeclared), riots or civil commotion ,fires ,floods and acts and regulations of Govt. of India or any of its authorized agencies . Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period as the obligations of the parties are suspended by force majeure, the Bidder shall not be entitled to get payment of any rate/charges.

In the event of Force Majeure conditions are reasonably expected to continue for a period more than fifteen (15) days, State Govt. shall have the option of terminating this Agreement by giving seven (7) days written notice thereof to the other, and if the agreement is terminated State Govt. shall pay to the Bidder the amount payable up to the date of such termination.

21. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the agreement to be signed or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the parties. If the disputes cannot be settled by parties within 30 days from the date of consultation, such dispute shall be submitted for arbitration in India. Appointment of Arbitrators shall be in accordance with the Indian Arbitration and Conciliation Act'1996. The decision of the Arbitrator shall be a speaking one and made in writing in English language and it shall be final and binding upon both the parties. Each party shall bear the expenses of its own Arbitrator.

If either parties does not comply with the arbitrator's decision under this clause both parties agree that said decision shall be submitted to the Civil Court in India for enforcement. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act'1996, in the English language in Itanagar, Arunachal Pradesh, India.

The Laws of India shall be applicable.

22. PERFORMANCE BOND

The Successful Bidder shall furnish to State Govt. within 7 (seven) days of issue of the written order/fax for wet lease the helicopter (i.e. Letter of Intent), an irrevocable and unconditional letter of guarantee from a Nationalized Bank or Scheduled Bank in India for a sum of **Rs.10.00 (Rupees Ten lakh) only** as shown in State Govt.'s telex order, as per proforma enclosed. This irrevocable letter of guarantee shall be drawn in favour of State Govt. and shall be valid up to a date sixty (60) days beyond the date of the agreement.

23. CONSEQUENTIAL DAMAGE

Neither State Govt. nor the Bidder shall have any claim against each other for any consequential damage.

24. SEVERABILITY

Should any provision of this Agreement be found to be invalid illegal or otherwise not enforceable by any Court of Law, such finding shall not affect the remaining provision hereto.

25. The above clauses are the standard terms and conditions, not all inclusive and cover broad terms only. The agreement shall be executed based on the standard terms and conditions and other terms and conditions. A Specimen Copy of Deed of Wet Lease agreement enclosed at Chapter-IV which is subject to addition of any more clauses/conditions as per conditions of the tender.

CHAPTER-III

SPECIMEN

of

**DEED OF WET LEASE AGREEMENT
MULTI-ENGINE (6-10 SEATER) FIXED WING AIRCRAFT**

NO.

Dated, Itanagar, the _____, 2017

THIS DEED OF WET LEASE AGREEMENT is hereby executed on this _____ day of _____ 2017 by and in between Governor of Arunachal Pradesh represented by the Secretary (Civil Aviation) Government of Arunachal Pradesh (hereinafter referred to as the **“LESSEE”** which expression shall include its successors and assigns) of the **FIRST PART**

AND

M/S

.....
.....,
represented by, (hereinafter referred to as the **“LESSOR”** which expression unless repugnant to the context shall include its successors and assigns) of the **SECOND PART**.

WHEREAS the LESSEE is desirous of hiring **one ...** Multi-Engine (6-10 Seater) Aircraft for connecting the various ALGs/Airports in and outside the State of Arunachal Pradesh for VIP/ passenger transportation, Patient evacuation etc.

AND WHEREAS the LESSOR is willing to lease the said Aircraft to Government of Arunachal Pradesh on the following mutually agreed terms and conditions herein contained.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. **INTERPRETATION**

The following words and phrases shall have the meanings hereby assigned to them except where the context otherwise stipulates:-

- a. **“Base station”** means the base selected by the operator/ lessor from where their Aircraft shall normally be operated, managed, maintained, parked and stationed which may or may not be in the State of Arunachal Pradesh.
- b. “Lessor’s Representative” means person or persons as the Lessor designates having authority to act on behalf of the Lessor.
- c. “Effective date” means the date of **signing of agreement or positioning & readiness of the aircraft for operation for Lessee’s commitment at the Base Station whichever is earlier.**

Accepted

(Signature of Bidder with Seal)

- d. "Initial Period of Agreement" means the period beginning from the Effective Date and ending within up on .0 .2017(AN) (3 months) from the effective date [described at para-c above] counted from Gregorian calendar basis.
- e. "Emergency" means any situation which in the opinion of the authorized representative of Govt. of Arunachal Pradesh is a matter of life and death of any person and/or a matter of serious threat of injury/damage to any person or property of Govt. of Arunachal Pradesh.
- f. "Month" means the calendar month by the Gregorian calendar.
- g. "Out Station" means any station other than the Base station.
- h. "Party" or "Parties" means party or parties to the agreement.
- i. "Areas of Operation" means State of Arunachal Pradesh and related areas.
- j. "Regulatory Authority" means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- k. "State" means "State of Arunachal Pradesh" and "State Govt." means "Government of Arunachal Pradesh".
- l. "Programme" means a written plan of the Aircraft indicating time of departure, destination, and approximate flight time.
- m. "Force Majeure" would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, epidemic, any Governmental restrain and any such other cause which is not reasonably within the control of either party claiming force majeure. Financial distress would, however, not constitute Force Majeure.
- n. "Services" means Aircraft services carried out by the Bidder and its personnel under this agreement.
- o. "Flying Time" with respect to an Aircraft would mean the time from "Choke on" of that aircraft till "Choke off".
- 2.1 The Agreement shall come into effect from **the effective date i.e. from, 2017 [from the date of signing of agreement or positioning & readiness of the aircraft for operation for Lessee's commitment at the Base Station whichever is earlier] for agreement service of Arunachal Pradesh Government.**
- 2.2 **The Lessor Shall guarantee a minimum 40(fourty)hours flying time per month to the lessee.**
- 3 The **lessor** shall be ready to operate or perform operation task assigned by the **lessee** within 15(fifteen) days of signing of agreement or issue of letter of intent, whichever is earlier.

1. PERIOD OF AGREEMENT

This agreement will be for an initial period of 3 (three) months from to[for 3 (three) months from the date of signing of agreement or positioning & readiness of the aircraft for operation for Lessee's commitment at the Base Station whichever is earlier],with a provision for extension at same rates and terms & conditions, upon mutual agreement.

2. INDEMNITY

The **LESSOR** shall indemnify the State Govt. and/or its clients from and against all claims, costs, demands, actions, including legal fees and costs, whatsoever, arising out of the use of the helicopter (including damage or loss of helicopter and third party liability) during the period herein mentioned.

Accepted

(Signature of Bidder with Seal)

3. **INSURANCE**

The **LESSOR** shall maintain throughout the period of lease Agreement at its own expense, full liability insurance/self insurance of the helicopter. The Lessor shall also maintain throughout the period of Lease at its own expenses, insurance/self insurance against war risk and hijacking.

4. **INSPECTION OF AIRCRAFT.**

The Aircraft should be available for inspection by the representatives of the State Govt. before the Agreement if the State Government desires so. Civil Aviation Department, Government of Arunachal Pradesh will exercise supervision on the operator.

5. **PAYMENT**

The rate quoted for a period of 3 (three) months by the lessor @ Rs.....(Rupees ...)only per month for minimum 40 hours flying guarantee shall be paid by the State Government and in case of actual operation exceeds the minimum flying hours guarantee of 40 hours per month, then the payment of the excess flying time shall be paid on prorata basis to the lessor.

6. **PENALTY: -**

In the event of non completion of an operation task/ flight task assigned by the lessor due to fault of the Lessee, the penalty charges of Rs. 50,000/- per Task not performed shall be deducted from the billed amount in the invoice.

7. **DUTIES & TAXES**

All taxes including withholding taxes, levies, duties, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, except service tax as/if applicable (payable to the Government of India) shall be borne by the Lessor.

8. **RESPONSIBILITIES OF THE LESSOR**

- a) To provide fixed wing aircraft for flights as per programme given by the Lessee's representative. The programme for such flights would be intimated 24 hours prior to the day of actual task; any unscheduled/emergency flights shall be carried out not later than two hours after receipt of information thereof, unless there are any operational or regulatory limitations prohibiting or preventing such a flight or flights (Flights at night shall be scheduled in an emergency only. Night for this purpose would mean period from sunset to sunrise) shall be carried out by the Lessor.
- c) The Lessor shall comply with all Indian Aviation Regulatory and all other applicable laws, rules & regulations of India. The Lessor shall indemnify State Govt. against the Lessor's ignorance and/or failing to comply with said laws, rules & regulations. The Lessor must agree to abide by any other new requirements introduced by DGCA, India from time to time.
 - a) In the event of the Lessor not being able to render satisfactory services, the State Govt. may make alternative arrangements at Lessor's cost.
 - b) On behalf of the Lessee the Lessor shall pay passenger service fees (PSF) if any to AAI/Other concerned agency on receipt of bills from them. Subsequently the same shall be reimbursed to the Lessor by the Lessee.
 - c) During flight operation at various locations, light refreshment/lunch etc. shall be provided to the pilots/crew but cost of same shall be paid by the Lessor on monthly bill system.
 - d) The pilots/flight crew shall be subjected to medical check-ups as per Civil Aviation requirements.
 - e) Safety briefing to the passengers prior to flight shall be carried out by trained and authorized crew/personnel of the Lessor. Embarkation/Disembarkation of the passengers shall be done under strict supervision of the trained and authorized crew/personnel of Lessor.
 - f) The Lessor shall, invariably conduct "Secondary Ladder Point Checking (SLPC)" of the passengers & baggage at every ALG/Airport by their trained and BCAS certified personnel/crew in compliance of BCAS Safety circular/norms.

Accepted

(Signature of Bidder with Seal)

- g) The Lessor shall prepare a Standard Operating Procedure (SOP) covering all required points as per Civil Aviation Requirement and get it approved by DGCA India and endorse a copy to the State Government. **The SOP so approved shall** be strictly adhered to in letter and spirit and any deviation shall be only with prior approval of DGCA.
- h) For each and every flight commitment, the Lessor shall obtain necessary clearances from all concerned authorities including weather briefings, landing permission etc .
 - i) There should be sufficient copies of Safety Manuals in flight for passengers.
 - j) In the event the tendered aircraft is under maintenance for more than 72 hours/ 3(three) days, Lessor shall make arrangements to provide an alternative aircraft of same make and type for smooth flight operation and shall not levy additional charges for the alternative aircraft.

9 . LESSEE'S RESPONSIBILITIES

- a. The State Govt. will furnish to the Lessor the programme of the flying task to be carried out by the aircraft and will designate to the Lessor or his authorized person/pilot the time, the destination/programme of the flight to be used and the extent thereof.
- b. The Lessee shall arrange for ticketing / manifesting of Passengers at all the operational locations.
- c. The Lessee shall arrange accommodation and transport to the Lessor's Personnel (Pilots & Crew only) at its cost whenever they are required to stay out of the Base Station overnight in any place inside Arunachal Pradesh, for performing operational task of the Lessee. Cost of Meal will however be borne by the Lessor's personnel themselves. For overnight stay at places outside Arunachal Pradesh, accommodation, transport etc. shall be managed at the cost and arrangement of the Lessor. However for night halt of aircraft in any ALG/ Airport other than its base station, the lessor shall obtain necessary permission from concerned authority/ owner for the same.
- d. Provision of light refreshment / lunch at various locations during routine operation of flights to the Lessor's Personnel shall be provided **but cost of the same shall be paid by the Lessor on monthly bill system.**
- e. **On behalf of the Lessee the Lessor shall pay passenger service fees (PSF) if any to AAI/Other concerned agency on receipt of bills from them. Subsequently the same shall be reimbursed to the Lessor by the Lessee.**

10. TERMINATION

a) TERMINATION ON EXPIRY OF THE TERMS

This agreement shall stand automatically terminated on the expiry of the initial agreement period or expiry of the mutually extended period.

b) TERMINATION AT THE SOLE DISCRETION OF STATE GOVT.

Notwithstanding anything contained herein, the State Govt. may at its sole discretion terminate the Agreement by giving to the Lessor fifteen (15) days written notice without assigning any reason whatsoever.

11. JURISDICTION AND APPLICABLE LAWS

All questions, disputes or difference arising under or out of or in connection with this agreement shall be subject to the laws of India and to the **exclusive jurisdiction of the courts in Arunachal Pradesh.**

Accepted

(Signature of Bidder with Seal)

12. FORCE MAJEURE

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the party affected by such force majeure shall after notice under the relevant Article be suspended for the period during which such cause lasts. The terms “**FORCE MAJEURE**” herein shall mean acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and any change in laws, Acts and regulations of Govt. of India. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable by Force Majeure as aforesaid shall notify the other party in writing within twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period as the obligations of the parties are suspended by force majeure, the Lessor shall not be entitled to any charges under clause- 5 above.

In the event Force Majeure conditions reasonably expected to continue for a period more than fifteen (15) days, State Govt. shall have the option of terminating this Agreement by giving seven (7) days written notice thereof to the other, and if the agreement is terminated Lessee shall pay to the Lessor the amount payable up to the date of such termination.

13. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of the agreement or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the parties. If the disputes cannot be settled by parties within 30 days from the date of consultation, such dispute shall be submitted for arbitration in India. Appointment of Arbitrator(s) shall be in accordance with the Indian Arbitration and Conciliation Act’1996. The decision of the Arbitrator shall be a speaking one and made in writing in English language and it shall be final and binding upon both the parties. Each party shall bear the expenses of the Arbitrator in equal share.

If either parties does not comply with the Arbitrator’s decision under this clause both parties agree that said decision shall be submitted to the Civil Court in India for enforcement. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act’1996, in the English language in Itanagar, Arunachal Pradesh, India.

The Laws of India shall be applicable.

14. PERFORMANCE

The Lessor undertakes to perform all their services under this agreement with all reasonable skill, diligence and care in accordance with sound industrial practice to the satisfaction of State Govt. and ensures to accept full responsibility for the satisfactory quality, of such services as performed by them. Any defects/deficiencies that may be noticed in the Lessor’s service will be promptly remedied by the Lessor upon the receipt of written notice from State Govt. to improve their performance. If Lessor fails to remedy within a period of fourteen (14) days from the receipt of notice, the State Govt. reserves the right to terminate the agreement and forfeit the Performance Guarantee. Further, penalty shall also be imposed on the bidder pursuant to the agreement.

Accepted

(Signature of Bidder with Seal)

15. PERFORMANCE GUARANTEE

The Lessor shall furnish to State Govt. within 7(seven) days of the date of issue of written LoI (Letter of Intent) order/fax for Wet Lease of the Fixed wing aircraft, an irrevocable and unconditional letter of guarantee from a Nationalized Bank or Scheduled Bank in India for a sum **Rs.10.00 lakh**(Rupees ten lakhs) only **as shown in State Govt.'s telex order** as per proforma of Performance Guarantee in the tender documents. This irrevocable letter of guarantee shall be drawn in favour of State Govt. and shall be valid up to a date sixty (60) days beyond the date of initial agreement period of three months. The performance guarantee validity/value shall be renewed by the Bank in case the agreement is extended/renewed under written instructions from State Govt. In the event of the Lessor failing to honour any of the commitments entered into under the Agreement and/or in respect of any amount due from Lessor to State Govt., the State Govt. shall have absolute discretion to invoke the said Bank Guarantee from the Bank.

16. CONSEQUENTIAL DAMAGE

Neither Lessee nor the Lessor shall have any claim against each other for any consequential damage.

17. SEVERABILITY

Should any provision of this Agreement be found to be invalid, illegal or otherwise not enforceable by any Court of Law such finding shall not affect the remaining provision hereto.

18. NOTICE

Any notice required to be given under the provisions of this agreement shall be in writing addressed to as follows:-

TO THE LESSEE : Director (Civil Aviation)
Government of Arunachal Pradesh, Arunachal Pradesh
Naharlagun helipad, Arunachal Pradesh,
Naharlagun-791110
Telephone-03602245508

TO THE LESSOR:
.....
.....
.....

IN WITNESS WHEREOF the authorized representatives of the parties hereto have signed the agreement on the day and year first above written.

IN PRESENCE OF

FOR AND ON BEHALF OF

1. _____

(Name and Designation/Address of Lessor)

IN PRESENCE OF

**FOR AND ON BEHALF OF GOVT
OF ARUNACHAL PRADESH**

1. _____

Secretary (Civil Aviation)
Government of Arunachal Pradesh
Itanagar (Lessee)

Accepted

(Signature of Bidder with Seal)

To be submitted with "Financial Bid"SCHEDULE-I

**TENDER DOCUMENT FOR WET LEASE OF ONE MULTI ENGINE (6-10 SEATER)
FIXED WING AIRCRAFT FOR A PERIOD OF THREE MONTHS.**

Tender No.DCA/FWA/NIT/2017 Dated 21.02.2017

SCHEDULE OF FIXED AND FIRM RATES TO BE SUBMITTED WITH FINANCIAL BID

The bidders are advised to give necessary information required in respective columns. **If the bidders fail to fill up all the columns, their bids shall not be evaluated.**

Company Name: _____

Type of Aircraft: _____

Rates quoted

(With a minimum flying hour guarantee of 40 hrs per months)

**Total Operational Cost for three months operational period
with a minimum flying hours guarantee of 40 hrs per month
(i.e. for 40 hrs x 3 months) (Rupees both in figures and words) = Rs.**

Note:-

- 1.All above rates to be quoted inclusive of all taxes including withholding taxes, duties, levies, fees, charges, costs etc. including freight insurance, landing & parking charges at various locations as applicable but exclusive of Service Tax.
- 2.If actual operation exceeds the minimum flying hour guarantee of 40 hours per month, payment shall be calculated on prorata basis.

Signature_____

Name _____

Designation_____

(To be submitted with “Technical Bid”)
(To be neatly typed in tabular form)

SCHEDULE-II

**COMPANY BACKGROUND AND AIRCRAFT SPECIFICATIONS TO BE
 SUBMITTED ALONG WITH THE BID**

Tender No. DCA/FWA/NIT/2016-17 Dated 21.02.2017

1. Name of the Owner of the Aircraft :
(Proof of possession i.e Registration Certificate).
2. Are you holding Operators approval :
from the regulatory authority (please attach copy)
3. Duration of validity of bid :
4. Duration of validity of Bid Bond :
(In standard format)
5. Amount of Bid Bond :
6. Type of Aircraft offered :
 - k) Call Sign/Regn No. of the Aircraft :
 - l) Year of Manufacture :
 - m) Manufacturer's Name :
7. i) Passenger seats available(excluding :
Pilots, Crew and attendant)
- ii) No. of seats offered (excluding :
Pilots, Crew and attendant)
8. Number of flying hours :
already done in the Aircraft.
9. Date of issue of Certificate of :
Airworthiness (attach copy)
10. Date of expiry of Certificate of :
Airworthiness
11. Copy insurance Indicating :
insurance certificate Number
and its validity.
12. Whether General terms & condition :
-Chapter II and Specimen Draft Lease
Agreement at Chapter-III are fully acceptable?
13. Will total work be handled by bidder? :

Signature _____
 Name _____
 Designation _____
 Date _____

INSTRUCTION FOR FILING UP BANK GURANTEE FOR BID BOND

1. The Bank Guarantee should be stamped in accordance with the stamp Act in case the same is issued by a Nationalized Bank or a Scheduled Bank in India.
2. The non –judicial stamp paper should be in the name of the issuing Bank.
3. The period of 2(Two) months or 60(Sixty) days mentioned in Clause 6 should be available after expiry of the validity period of the tender or any extension thereof.

TO BE PROVIDED WITH TECHNICAL BID**ANNEXURE-I****PROFORMA OF BANK GURANTEEE FOR BID BOND**

Ref : Bank Guarantee No. _____

Date _____

To

The Secretary (Civil Aviation),
Government. of Arunachal Pradesh,
Itanagar.

Dear Sir/(s),

1. Whereas Government of Arunachal Pradesh, having its Civil Aviation Department at Secretariat, Itanagar(hereinafter called "GOVERNMENT OF ARUNACHAL PRADESH") has floated Tender No. _____ and M/S _____ having registered/head office at _____(herein after called the "Bidder" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assigns) have submitted a quotation reference No. _____ Dated _____ and Bidder having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee(s) of **Rs.10.00 lakhs** (Rupees ten lakhs only) for one Fixed wing 6-10 seater Aircraft for the due performance of Bidders obligations as contained in the terms of Invitation of Bid(IOB) and others terms and conditions contained in the Tender Documents supplied by GOVERNMENT OF ARUNACHAL PRADESH, especially the conditions that (a) Bidder shall keep his tender open up to _____, 20__ as or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to GOVERNMENT OF ARUNACHAL PRADESH,(b) The Bidder will execute the agreement(s), if awarded, and shall furnish Performance Guarantee(s) in the format prescribed by GOVT OF ARUNACHAL PRADESH within the required time. The Bidder has absolutely and unconditionally accepted these conditions. Govt of Arunachal Pradesh and the Bidder have agreed that the tender documents are an offer made on the required time. The Bidder has absolutely and unconditionally accepted these conditions. Govt of Arunachal Pradesh and the Bidder have agreed that the tender documents are an offer made on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to GOVT OF ARUNACHAL PRADESH for the period from _____ 20__ to _____ or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the condition contained in the IOB and the tender documents. They have further agreed that the agreement consisting of the IOB/Documents as the offer and the submission of the tender as the ACCEPTANCE shall be a separate agreement distinct from the agreement which will come into existence when the tender is finally accepted by GOVERNMENT OF ARUNACHAL PRADESH. The consideration for this separate initial agreement preceding the main agreement is that GOVERNMENT OF ARUNACHAL PRADESH is not agreeable to give the IOB/Tender Documents to the Bidder and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition and after entering into this seClause initial agreement with GOVERNMENT OF ARUNACHAL PRADESH promises to consider the tender on this condition and the Bidder agrees to keep the tender open for the required period. The reciprocal promises form the consideration for this separate initial agreement between the parties.

2. Therefore, we _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrator and executors hereby issue this irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of **Rs.10.00 lakh** (Rupees ten lakhs only) per Aircraft at any time immediately on such demand without any demur, reservation, recourse, context or protest and/or without any reference to the Bidder and any such demand made by GOVERNMENT OF ARUNACHAL PRADESH on the Bank shall be conclusive and binding notwithstanding any difference between GOVERNMENT OF ARUNACHAL PRADESH and the Bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever, we also agree that the guarantee herein contained shall be irrevocable unless it is discharged earlier by GOVERNMENT OF ARUNACHAL PRADESH in writing. This guarantee shall not be determined/discharged/affected by the liquidation winding up dissolution, or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3. The Bank also undertakes that GOVERNMENT OF ARUNACHAL PRADESH at its option shall be entitled to enforce this Guarantee against the Banks a principal debtor, in the first instance, without proceeding against the Bidder.

4. The Bank further agree that as between the Bank and GOVERNMENT OF ARUNACHAL PRADESH for the purpose of this guarantee any notice for the breach of the condition contained in IOB and other terms and conditions contained in the Tender documents as referred above, given to the Bank by GOVERNMENT OF ARUNACHAL PRADESH SHALL BE CONCLUSIVE AND BINDING ON Bank without any proof notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of GOVERNMENT OF ARUNACHAL PRADESH or that of the Bidder. We also undertake not to revoke in any case this guarantee during its currency.

5. The Bank agrees with the GOVERNMENT OF ARUNACHAL PRADESH that GOVERNMENT OF ARUNACHAL PRADESH SHALL have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability for any forbearance, act of omission and commission on the part of GOVERNMENT OF ARUNACHAL PRADESH or by reason of any such variation or extension for the validity period or indulgence shown by GOVERNMENT OF ARUNACHAL PRADESH to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under this guarantee is limited to **Rs.10.00 lakhs** (Rupees Ten lakhs only) per helicopter in aggregate **and it shall remain in full force up to and including two months** after _____ 20__ unless extended further from time to time for the period as may be instructed in writing by M/S _____ on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including two months after the expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be received by us before the expiry of two months from _____ 20__ or before the expiry of two months after the expiry of extended period, if any. If no such claim has been received by us within two months after the said date/extended date, the rights of GOVERNMENT OF ARUNACHAL PRADESH under this Guarantee will cease subject to Clause 7. However, if such a claim has been received by us within and up to two months after the said date /extended date, all rights of GOVERNMENT OF ARUNACHAL PRADESH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case, agreement is awarded to the Bidder(hereinafter referred to a Bidder) the validity of this Bank Guarantee will stand automatically extended until the Bidder furnishes to GOVERNMENT OF ARUNACHAL PRADESH a Bank Guarantee of required value as specified towards performance guarantee for satisfactory performance of the agreement. In case failure to furnish performance bank in the format prescribed by GOVERNMENT OF ARUNACHAL PRADESH by required date, the claim must be submitted to us within 60 days after the last date of validity period or extended period, if no such claim has been received by us within 60 days as after the said date/extended date, all the rights of GOVERNMENT OF ARUNACHAL PRADESH under the Guarantee will cease. However, if such a claim has been received by us within and up to 60 days after the said date /extended date, all the rights of GOVERNMENT OF ARUNACHAL PRADESH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this has been issued with the approval of appropriate Exchange Control Authority in _____ and any other (indicate the name of the country of issue of Guarantee) authority if required as per the laws of the country of issue of Guarantee.

We also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts.

The Bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction.

In witness where of the Bank, through its authorized officers has set its hand and stamp on this _____ day of _____ 20__ at _____

WITNESS NO. 1

Signature

(Full Name and Official address in capital letters)

Signature

(Full Name and Official address in capital letters)

WITNESS NO. 2

Signature

(Full name and address in capital letters)
Attorney as per power No. _____

Designation with Bank Stamp

Date _____

TO BE PROVIDED IF AGREEMENT IS AWARDED**ANNEXURE-II****PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND**

(To be stamped in accordance with stamp Act)

The non- judicial stamp paper should be in the name of issuing bank.

Ref No. Bank Guarantee No. _____

Date _____

To

The Secretary (Civil Aviation),
Government. of Arunachal Pradesh,
Itanagar.

Dear Sir,

1. In consideration of Government. of Arunachal Pradesh, Department of Civil Aviation, Itanagar(hereinafter referred to as GOVERNMENT OF ARUNACHAL PRADESH which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) and having entered into a agreement dated _____(herein after called the Agreement which expressions shall include all the amendments thereto) with M/S _____ having its head /Registered office at _____(herein after referred to as the Bidder which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the agreement having been unequivocally accepted by the Bidder resulting in a agreement bearing No. _____ dated _____ value at Rs.....(Rupees) only for _____(Scope of work) and GOVERNMENT OF ARUNACHAL PRADESH having agreed that the Bidder shall furnish to GOVERNMENT OF ARUNACHAL PRADESH Performance Guarantee for the faithful performance of the entire agreement to the extent of **Rs.10.00 lakh**(Rupees ten lakhs)only we _____(name of the Bank)_____

having its registered office at _____(herein after referred to as "the bank" which expression shall unless repugnant to the context on meaning thereof include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on first demand in writing in Rupees _____ as any and all monies to the extent of Rs.10.00 lakh(Rupees ten lakhs)only in aggregate at any time without any demur, reservation or resources, contest or protest and/or without any reference to the Bidder. Any such demand made by GOVERNMENT OF ARUNACHAL PRADESH and Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by GOVERNMENT OF ARUNACHAL PRADESH in writing.

2. GOVERNMENT OF ARUNACHAL PRADESH shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time to extend the time for performance of the agreement by the Bidder or vary the terms of the Agreement. GOVERNMENT OF ARUNACHAL PRADESH shall have the fullest liberty without affecting this Guarantee to postpone from time to time, the exercise of power vested in them or any rights

which they might have against the Bidder and to exercise the same at any time, any manner and either to enforce or to forebear to enforce any covenants contained or implied in the agreement between GOVERNMENT OF ARUNACHAL PRADESH and the Bidder or any other course or remedy or security available to GOVERNMENT OF ARUNACHAL PRADESH. The bank shall not be released of its obligation under these presents by any exercise by GOVERNMENT OF ARUNACHAL PRADESH of its liberty with reference to matters aforesaid of any of them or by reason of any other act or forbearance of other acts commission or omission on the part of GOVERNMENT OF ARUNACHAL PRADESH or any other indulgence shown by GOVERNMENT OF ARUNACHAL PRADESH or by any other matter or thing whatsoever, which under law would, but for this provision have the effect of relieving the bank.

The bank undertakes that in case the period of the agreement is extended beyond the initial agreement period up to . .2017, it shall extend the Bank Guarantee for **another period on** written instruction from GOVERNMENT OF ARUNACHAL PRADESH/BIDDER.

3 The Bank also agrees that GOVERNMENT OF ARUNACHAL PRADESH at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Bidder notwithstanding any security or other guarantee that GOVERNMENT OF ARUNACHAL PRADESH may have in relation to the Bidder's liability.

4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the agreement i.e complete delivery of the material/equipment as the same is a condition of supply agreement and all the dues of GOVERNMENT OF ARUNACHAL PRADESH under or by virtue of this agreement have been fully paid and its claim satisfied or discharged or till GOVERNMENT OF ARUNACHAL PRADESH discharges this guarantee in writing.

5. We further agree that as between us and GOVERNMENT OF ARUNACHAL PRADESH for the purpose of this guarantee any notice given to us by GOVERNMENT OF ARUNACHAL PRADESH that the money is payable by the bidder and any amount claimed in such notice by GOVERNMENT OF ARUNACHAL PRADESH shall be conclusive and binding on us notwithstanding any difference between GOVERNMENT OF ARUNACHAL PRADESH and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected discharged by any change in our constitution and the constitution of GOVERNMENT OF ARUNACHAL PRADESH or that of the Bidder. We also undertake not to revoke this Guarantee during its currency. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder and shall remain valid binding and operative against the Bank.

6. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs.10.00 lakh(Rupees ten lakhs)only in aggregate and it shall remain in full force up to and including 120 days after_____ (indicate the date of expiry of bank guarantee) _____ unless extended further from time to time, for such period as may be instructed in writing by GOVERNMENT OF ARUNACHAL PRADESH up to period of six months in which case it shall remain in full force up to and including 60 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days after the said date/extended date whichever is later. If no such claims have been received by us within 60 days after the said/extended date, right of GOVERNMENT OF ARUNACHAL PRADESH under this Guarantee will cease. However, if such claim has been received by us within and up to 60 days after the said date/extended date, all the rights of GOVERNMENT OF ARUNACHAL PRADESH shall not cease until we have satisfied that claim.

7. The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities and other authorities as required in _____(indicate the name of the country of issue of Guarantee)_____ as also agree that this guarantee shall be governed an construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian Courts(This is applicable where other party is foreign one)

Dated this _____ day of _____ 20_____.

Witness No. 1

(Signature)

(Signature)

Full Name and Official
In capital letters

Full Name and Official address
in capital letters

Witness No. 2

Designation with Bank Stamp.

(Signature)

Attorney as per power of Attorney No. _____

Full name and Official address in capital letters

Dated_____

ANNEXURE-IIIPROFORMA TENDER LETTER(To be submitted with **Technical Bid**)

To,

Government of Arunachal Pradesh,
Itanagar.

Sub: _____

Dear Sir,

We, the undersigned, have considered and complied with the **INSTRUCTION TO BIDDER** and have accepted the **General Terms & Conditions (Chapter II)** and **Specimen Deed of Wet Lease Agreement** stipulated in the Tender Document at **Chapter-III** for wet lease of **one Multi-engine (6-10 seater) Fixed wing Aircraft, in full cognizance and compliance** with these aforesaid conditions and the regulations of local Government authorities. We the undersigned, hereby offer to provide the said aircraft for which we have tendered. Such work shall be completed in conformity and in accordance with the tender document to the entire satisfaction of you, by our representative or consultant at the prices and schedule of rates to be quoted in our Financial Bid.

We further confirm and stipulate as follows:-

1. Until the final AGREEMENT DOCUMENTS are prepared and executed, this TENDER DOCUMENTS, together with modifications/additions/deletions agreed to with Government of Arunachal Pradesh and your written acceptance thereof, shall constitute a binding agreement between us upon the terms of this TENDER, of the price schedules accompanying the same.
3. We shall be prepared for the services, to provide the service on the location to commence on receipt of **your tele fax of intent/letter of intent** and to complete in accordance with the time schedule which has been provided. This time schedule and its beginning and completion date are of the essence of our agreement. All prices in our proposals and schedules shall remain firm and capable of acceptance by you in accordance with the provision hereof for a period of **2 (two) months** from the date of opening.

Date _____ day of _____

Signature _____

Name _____

In the capacity of _____

Duly authorized to sign TENDERS for and on behalf of _____
(Name and address)

WITNESS

_____.