

GOVERNMENT OF ARUNACHAL PRADESH

TENDER DOCUMENTS

FOR

**WET LEASE OF ONE TWIN ENGINE MEDIUM
HELICOPTER**

TENDER NO.DCA/ HC/Med/NIT/2016-17 Dated 21.04.2017

GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF CIVIL AVIATION
ITANAGAR

Telephone No0360-2245508, Fax No0360-2243262

Tender No.DCA/ HC /Med/NIT/2016-17 Dated **21.04.2017**

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, India (Non-scheduled category)** including Joint Venture Consortium of DGCA's NSOP (**Non-Scheduled Operator's Permit**) holder Operator having helicopter operation business with any other Indian Non-Scheduled Operator or any other Company outside India having tendered type of helicopters, for WET lease of **one Dauphin(twin engine) or similar type/capacity (10 - 13 seater) twin engine helicopter of latest/modern technology, not more than 15 (fifteen) years of age as on the date of opening of tender** for use of the Government of Arunachal Pradesh for passenger service in the state of Arunachal Pradesh and adjoining areas under 75% subsidy scheme of Ministry of Home Affairs, Government of India, for a period of **2 (two) years** from the date of signing of agreement/positioning of helicopter whichever is earlier with provision for extension for **1(one) year** at the same rates, terms & conditions subject to continuation of Helicopter subsidy scheme by the Ministry of Home Affairs, Government of India, 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/ HC /Med /NIT/2016-17 Dated 21.04.2017**
2. **Period of initial Agreement:-** For a period of **2 (two) years** from the date of signing of agreement/positioning of helicopter whichever is earlier with provision for extension for **1(one) year** at the same rates, terms & conditions subject to continuation of Helicopter subsidy scheme by the Ministry of Home Affairs, Government of India,.
3. **Bid Bond of Rs.50,00,000.00 (Rupees fifty lakh) only** (in original) as per enclosed proforma (**Annexure-I**) should be furnished along with the technical bid.

Wet lease of **one Dauphin(twin engine) or similar type/capacity (10 - 13 seater) twin engine helicopter of latest/modern technology, not more than 15 (fifteen) years of age as on the date of opening of tender** and complying with the mandatory modifications issued by manufacturer and mandatory modifications as prescribed by DGCA India and other modifications as applicable, for a period of **2 (two) years** from the date of signing of agreement/positioning of helicopter whichever is earlier with provision for extension for **1(one) year** at the same rates, terms & conditions subject to continuation of Helicopter subsidy scheme by the Ministry of Home Affairs, Government of India,. The helicopter is to be utilized for passenger transportation and other tasks entrusted by the State Government from time to time in hilly areas of Arunachal Pradesh and adjoining areas. **Flying hour utilization of the helicopter will be approximately @ 1300 hours per year i.e. @ 108 hours approximately per month which may increase or decrease to which the bidder shall agree to carry out the task without any condition.**

The Helicopter Operators with major accident records shall be liable to be rejected at the time of opening of technical bids as almost entire Arunachal Pradesh is hilly terrain with difficult flying condition and unfavourable weather throughout most of the time of the year.

4. **Positioning period & start of operation:-** Bidder to position the helicopter at Naharlagun helipad (near Itanagar), Arunachal Pradesh, within 5 (five) days in case of the helicopter is already registered with DGCA, India and within 30(thirty) days in case of the helicopter is to be acquired from a Company outside India, from the date of issue of letter of intent (LoI) and ready for operation from the next day.

Tender documents will be available for downloading from our Website. www.arunachalpradesh.gov.in from **21.04.2017 onwards.**

5. Tender Closing date and time for submission of bids. :-**1300 hrs (IST) on 07.06.2017**
6. Tender Opening date and time :-**1500 hrs (IST) on 07.06.2017 for Technical Bids. 1500 hrs (IST) on 09.06.2017 for Financial Bids.**

Bidder(s), whose Technical Bids are found unqualified, their Financial Bids shall not be opened on 09.06.2017 and shall be returned to the bidder in sealed condition as submitted by them.

7. Bid Bond (Bank Guarantee):-**Rs. 50 lakh (Rupees fifty lakh only)** in the form of irrevocable Bank Guarantee from any Nationalized or Scheduled Bank of India.
8. Tender Bid Validity up to :- **2 (two)** months from the tender opening date.
9. Bid Bond Validity up to :-**4 (four)** months from the tender opening date.
10. Performance Bank Guarantee
 - i) Amount :-**Rs.50.00 lakhs(Rupees fifty 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 Standard Terms and Conditions (not all inclusive) placed at **Chapter-III** and Specimen **“Deed of Wet Lease Agreement”** as per **Chapter-IV** 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/-
Director (Civil Aviation)
Govt. of Arunachal Pradesh
Naharlagun

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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	6-13
3.	Standard Terms & Conditions	III	14-21
4.	Specimen “Deed of Wet Lease Agreement”	IV	34-44
5.	ANNEXURE & SCHEDULE:-		
	(I)	Schedule for quoting rates as per Schedule-I attached at page-22 (to be submitted in Financial Bid).	
	(II)	Company Background and helicopter specifications as per Schedule-II attached at page : 23 - 25 (to be submitted with Technical Bid).	
	(III)	Instructions for filling up Bank Guarantee for Bid Bond: page-26.	
	(IV)	Proforma for Bid Bond Guarantee in Annexure-I attached at page: 27 - 29 (to be submitted with Technical Bid).	
	(V)	Performance Bond Proforma (To be provided if agreement is awarded) in Annexure-II attached at page : 30 -32 .	
	(VI)	Proforma Tender letter (To be submitted along with the Technical bid) in Annexure-III attached at page : 33 .	

INSTRUCTION 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 **21.04.2017** onwards. The Tender documents can also be collected from **21.04.2017** 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.15,000/-** (Rupees Fifteen 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 downloaded 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. **BEFORE SUBMISSION OF BIDS, THE BIDDERS SHOULD VISIT GOVT. OF ARUNACHAL PRADESH WEBSITE FOR FINAL AMENDMENTS, CLARIFICATIONS, UPDATES, IF ANY, WHICH WOULD FORM PART OF THE TENDER AND WHICH WOULD BE AVAILABLE ON WEB SITE BY 1500 HOURS (IST) ON 18.05.2017.**
4. The Bidder should ensure that all documents are submitted in English language.
5. 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 **1300 hrs** on **07.06.2017** 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 Dauphin(twin engine) or similar type/capacity (10 - 13 seater) twin engine helicopter of latest/modern technology certified by DGCA having reliable & certified avionics, reliable & certified V/UHF radio set in duplicate, reliable HF set, modern GPS with coloured terrain mapping display(installed or handled), reliable coloured weather radar, ELT, CVR & FDR as per DGCA's specifications, capable of being configured for carriage of cargo also, capable of Class-I operations, IFR certified, reliable Auto Pilot, Oxygen system for crew & passengers, fitted with a reliable Transponder, **not more than 15 (fifteen) years of age as on the date of opening of tender** for use of the Government of Arunachal Pradesh for passenger transportation and other tasks entrusted by the State Government from time to time in hilly areas of Arunachal Pradesh and adjoining areas under 75% subsidy scheme of Ministry of Home Affairs, Government of India, **for a period of 2 (two) years** from the date of signing of agreement/positioning of helicopter whichever is earlier with provision for extension for **1(one) year** at the same rates, terms & conditions subject to continuation of Helicopter subsidy scheme by the Ministry of Home Affairs, Government of India.

If the offered helicopter is taken / intended to be taken on long term lease/outright purchase/JV arrangement from outside India, copy of long term lease agreement/purchase agreement/JV agreement indicating type, call sign, airworthiness certificate/fitness certificate/test certificate of the offered helicopter with supporting documents must be furnished in Technical Bid. In case of lease, the lease agreement must clearly specify that the helicopter(s) in question has not been given/shall not be given on lease etc. to any other party till the stipulated Bid Validity Period. An Undertaking to obtain C of R and C of A of DGCA India for such leased/purchased helicopter from abroad within the Positioning Period must be furnished in Technical Bid.

The Bidder is required to keep one back up helicopter of the same type and model/capacity in fully airworthy condition with full set of Pilots & crew so that in case of non availability of the leased helicopter due to any reason whatsoever, the same is provided forthwith for the services as per the agreement.

Further, the offered helicopter should have additional desirable parameters like: Satellite based helicopter flight tracking system (subject to approval by Govt. of India), EGPWS (Enhanced Ground Proximity Warning System), TCAS (Traffic Collision Avoidance System) and the bidder should have arrangement of CRM (Crew Resource Management) training for their crew and meeting subsequent requirement by monitoring on regular basis. Civil Aviation Department, Government of Arunachal Pradesh will exercise supervision on the operator.

The Helicopter Operators with major accident records shall be liable to be rejected at the time of opening of technical bids as almost entire Arunachal Pradesh is hilly terrain with difficult flying condition and unfavourable weather throughout most of the time of the year.

1.2 Requirements:-(a) Mission Profile :-

The Helicopter 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) 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 the helicopter 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 in international border areas and the bidder shall comply with all required formalities of obtaining permission etc. in this regard.

(b) Passenger Capabilities :-

Under the above conditions (Mission Profile) the helicopter(s) offered should be able to carry **minimum 8-11 passengers (excluding crews) @ 85 kg each and baggage 10 kg per passenger. Altitude flying capacity of the helicopter may be clearly indicated.**

2. AVAILABILITY/BASE OF OPERATION :-

The Helicopter should be mobilized/positioned at **Naharlagun helipad (near Itanagar), Arunachal Pradesh** which will be the **base of operation**, within **5 (five) days** in case of the helicopter is already registered with DGCA, India and within **30(thirty) days** in case of the helicopter is to be acquired from a Company outside India, from the date of issue of letter of intent (LoI) and ready for operation from the next day. The expected utilization of the helicopter will be **@ 1300 hours per year i.e. about 108 hours per month.**

The above flying hour utilization may increase or decrease to some extent as per actual requirement, weather condition etc. or as per decision of the Ministry of Home Affairs, Government of India on ceiling limit to which the bidder shall agree to carry out at the same terms & conditions.

Limited rooms for office/store and a temporary hangar at the Naharlagun helipad will be provided to the successful bidder as per availability. If any additional rooms are required, the successful bidder shall arrange the same outside the helipad at their own cost and arrangements. Office/store rooms at Naharlagun helipad shall be provided free of charge, but furnishings of office equipments, other accessories like telephone, Air Conditioner etc. and bills for electricity / telephone/water supply etc. shall be arranged / borne by the successful bidder. Arrangement of other required infrastructures along with accommodation and transport for Pilots, crew etc. for the base shall be made by the successful bidder at their own cost and arrangements.

3. DURATION OF LEASE

The lease will be initially for a for a period of **2 (two) years** from the date of signing of agreement/positioning of helicopter whichever is earlier with provision for extension for **1(one) year** at the same rates, terms & conditions subject to continuation of Helicopter subsidy scheme by the Ministry of Home Affairs, Government of India.

4. VALIDITY OF BIDS

Bids must be valid for **2 (two) months** from the date of opening of the tender . GOVT. OF ARUNACHAL PRADESH may seek induction of helicopter against issue of conditional letter of Intent (LOI), pending finalization/signing of formal agreement.

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 operating helicopter services under valid Non-Scheduled Operator's Permit (NSOP) of DGCA, India, valid up to date (supporting documents of NSOP to be enclosed in Technical bid). Joint Venture Consortium of Indian NSOP (Non-Scheduled Operator's Permit) Holder Operator with any other Indian Non-Scheduled Operator or Indian/ foreign Company having tendered type of helicopter may also participate (Copy of valid NSOP/ copy of Joint Venture Consortium to be furnished in technical bid).
- (b) The helicopter offered should meet the criteria as mentioned at Clause-1 (REQUIREMENT) above and must not be more than 15 (fifteen) years old as on the date of opening of tender.(Documentary proof of age of helicopter to be furnished in technical bid).
- (c) In case of lease, the lease agreement letter must clearly specify that the helicopter in question has not been given/shall not be given on lease etc. to any other party till the stipulated Bid Validity Period. If the offered helicopter is taken / intended to be taken on long term lease/outright purchase/JV arrangement from outside India, copy of long term lease agreement/purchase agreement/JV agreement indicating type, call sign, airworthiness certificate/fitness certificate/test certificate of the offered helicopter with supporting documents must be furnished in Technical Bid. In case of lease, the lease agreement must clearly specify that the helicopter(s) in question has/have not been given/shall not be given on lease etc. to any other party till the stipulated Bid Validity Period. An Undertaking to obtain C of R and C of A of DGCA India for such leased/purchased helicopter from abroad within the Positioning Period must be furnished in Technical Bid.
- (d) The pilots must be duly trained to fly the offered helicopter(s), possessing a minimum mountain flying experience of 1000 hours at their credit (individually) as on date of issue of tender. (Authenticated documents to be furnished in Technical bid). In addition, the PIC (Pilot in Command) must have minimum experience of flying one full monsoon period in hilly areas of the North East India, preferably in Arunachal Pradesh.
- (e) The Bidder must comply with all the mandatory certifications, approvals from the DGCA and other competent authorities.

- (f) Copies of currently valid C of A, C of R, Weight Schedule etc. issued by DGCA and other competent authorities, for the operation of the tendered helicopter must be furnished along with the Technical Bid. The bidder will furnish Call Sign(Registration Number) of each helicopters offered in this bid which must be endorsed on their NSOP. If offered helicopter(s) is/are taken/intended to be taken on lease or purchase from outside or by arrangement of Joint Venture Consortium with outside Company, the successful bidder shall have to register the same under DGCA India and obtain C of A and C of R etc. from DGCA India before positioning time of the helicopter as per tender condition. An Undertaking to this effect must invariably be enclosed by the bidder in Technical Bid. However, the Bidder must enclose copies of currently valid Airworthiness Certificate or fitness Certificate /Test Certificate issued by competent authorities/manufacturer along with Lease Agreement/JV Agreement in Technical Bid.
- (g) The Bidder should be in Helicopter flying/Operations business and **must have 1 (one) additional helicopter of the same type, model & age limit offered against the bid to serve as back up.**
- (h) The bidder should have PAN / TAN of Income Tax. (copy to be furnished in Technical bid).
- (i) The bidder should have Service Tax Registration number. (Copy to be furnished in Technical bid).
- (j) The bidder shall have to submit Annual Safety Audit Reports for the last three years conducted by a reputed and certified Safety Auditor, authorized as per norms prescribed under the BCAS/DGCA guidelines.
- (k) **Average Annual Turn Over** from Aviation business of last two years of the Bidder in aviation business must be **Rs.15.00 crores or more and Net Worth as on 31.03.2016 must not be less than Rs.3.00 crores.**
- (l) 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) & Net Worth** 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: -

- (A) Non-submission of bid as per terms & conditions of this tender.
 - (B) Bid not meeting the minimum financial criteria with regard to:-
 - (a) Average Annual Turnover & Net Worth
 - (b) Solvency (With amount blank in technical bid).
 - (c) Certificate of financial capability from statutory auditor.
 - (C) Unsigned, unstamped and unsealed bids.
 - (D) Bids having/seeking deviations from the tender/Non-submission of 'Declaration' by Bidder using downloaded Bid Documents that they have not modified any part of the Bid Document.
 - (E) Price bids not submitted as per the specified format of tender by original sign & stamp.
 - (F) Non-submission of solvency certificate (in original) along with Financial bid.
 - (G) **Past performance of helicopter operator(s) with any state government. The Helicopter Operators with major accident records shall be liable to be rejected at the time of opening of technical bids as almost entire Arunachal Pradesh is hilly terrain with difficult flying condition and unfavourable weather throughout most of the time of the year.**
 - (H) Non-submission of copy of Joint Venture Agreement, Lease Agreement, Purchase Agreement etc. as the case may be as indicated above along with supporting papers of Airworthiness Certificate/Fitness Certificate/test certificate etc. for leased/purchased helicopter & Undertaking to obtain DGCA's C of A & C of R for the imported helicopter before positioning time.
 - (I) Non-submission of valid NSOP, C of A, C of R, proof of prescribed age not more than(15 years) of helicopter. Undertaking to provide Back-up helicopter, Details of Pilot & Engineers and documents of Pilot's experience as specified and other documents/information in support of required technical parameters mentioned in Clause-1 (REQUIREMENTS) above etc.
 - (J) **Non-submission of Original Bid Bond of requisite value in Technical bid.**
- 5.3 In case of the bidder a Joint Venture Consortium of an Indian NSOP Holder with helicopter operation business under DGCA with any Indian/Foreign Company having tendered type of helicopter, the **Indian Partner having NSOP and helicopter Operation business with major share of Capital in the JV Consortium shall be the Lead Partner and financial capacity** i.e. annual turnover, net worth, solvency etc. of the Lead Partner shall only be considered. Similarly, the Lead Partner shall be responsible for the operational tasks in adherence of prescribed rules and regulations of the Ministry of Civil Aviation, Defence Ministry & Ministry of Home Affairs, Government of India and other regulatory authorities and these points must be clearly written in the Joint Venture Agreement, unless which, the same shall not be accepted. Joint Venture Agreement copy must be furnished in technical bid for reference.

6.0 EVALUATION OF BIDS:-

- 6.1 Bidder/Bid (Technical and Financial bids) should pass the stipulated requirements as per "**Rejection Criteria**" as specified at Clause-5.2 & 5.3 above and also to meet the stipulated requirements as per "**Requirement of Bidder-Eligibility Criteria**" at Clause-5.1 above. The helicopter(s) offered by the bidder should also meet the technical & operational requirements as specified in the tender at **Clause-1 "Requirement"** and thereafter the financial bids of shortlisted bidders would be evaluated.
Bidders whose Technical bids are found unqualified, their Financial bids shall not be opened and shall be returned in sealed condition.

6.2 Financial Bid Evaluation Criteria:

The Bidder shall quote Fixed Monthly Charges (A) and Hourly Flying Charge Rate (B) for the helicopter and estimated number of Flying Hours per month(x) in their Price Proforma at SCHEDULE-I of the Tender Document. 'x' shall be the monthly ceiling limit of flying hours granted by the MHA.

The evaluation of the bid shall be done as follows:-

Fixed Monthly Charge (A) + Hourly Flying Charge Rate (B) X estimated number of flying hours per month (x) = Total Monthly Operational Cost.

The bidder quoting the lowest total monthly operational cost shall be awarded the work subject to pre-qualification in the Technical Bid."

Financial information to be submitted by bidders:

-Average Annual Turnover of bidder (in aviation business)	: Rs.15.00 crores or more.
-Solvency Certificate	: Rs.8.00 crores or more.
-Net Worth (as on 31.03.2016)	: Rs.3.00 crores or more.

- NOTE: (a) The **solvency certificate** will be accepted **not older than six months** from the date of Technical bid submission. The Bidder will have to submit Solvency Certificate from any Nationalized or Scheduled Bank of India.
- (b) For the purpose of ascertaining parameter of Turnover of the Bidder, average turnover of the Bidder (Lead Partner, in case of Joint Venture) for the previous consecutive two financial years in aviation business to be considered.
- (c) The Bidder will provide a copy of each of audited Annual Accounts of previous consecutive two financial years i.e. FY 2014-15 & 2015-16(to be submitted with Technical Bids) for ascertaining their turnover (in case of bidder a Joint Venture Consortium, Annual Accounts of two years of the Lead Partner shall be furnished).
- (d) Basis of bid price for the purpose of Solvency Certificate and Turnover:-
The basis of bid price for the purpose of ascertaining Financial Capacity shall be the price quoted by the bidder including duty and taxes, if any, which is taken in to consideration for evaluation.
- (e) Submission of Solvency Certificate under Two bid System:
- The Solvency Certificate should be kept in the sealed envelope containing the **Financial Bid**. A copy of the Solvency Certificate with the amount **blanked out** must also be kept in the Technical bid.
 - The bidder must confirm in their **Technical Bid** the following:
 - The Solvency limit specified in the certificate is not less than Rs.8.00 crores.
 - The Average Annual Turnover from helicopter operation business of the Bidder (Lead Partner in case of Joint Venture) is equal to or more than Rs.15.00 crores . Net Worth as on 31.03.2016 must not be less than Rs.3.00 crores.
- Note: In case the above information is found to be incorrect later on after opening of financial bids then their bids will be rejected and the bidder will be debarred for next four years.
- (f) The bidder should also furnish a Certificate (to be submitted with Technical Bid) from their statutory auditor engaged by them for their annual accounts and not by a practicing chartered Accountant, confirming their financial capability to execute the wet lease hire agreement for quoted Helicopter in addition to their present jobs and planned jobs on hand in the aviation business.

7. 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"

- Details of Company and Helicopter offered as per **Scheduled-II** with supporting documents as mentioned therein.
- ORIGINAL Bid Bond of the requisite value and validity mentioned hereinbefore as per **Annexure-I**
- Proforma Tender letter as per **Annexure-III**.
- Copy of Joint Venture Agreement if bidder is a Joint Venture Consortium.**
- Undertaking** regarding availability of fully airworthy back up helicopter of the same type, model & age limit with full set of crew to be provided to the State Govt. within 48 hours of the operating helicopter becomes unserviceable /grounded.

- f) Undertaking to obtain C of A and C of R of DGCA, India within the prescribed positioning time in case of the offered helicopter is to be taken from abroad with suitable arrangement as mentioned in the tender.
- g) Documentary evidence of flying experience and list of Pilots as mentioned in **Clause-5** above of **Chapter-II**.
- h) Copy of Solvency Certificate with amount blank.
- i) Price Proforma with amount blank
- j) Certificate from Statutory Auditor.
- k) Copies of each of audited Annual Accounts of previous consecutive two financial years i.e. FY 2014-15 & 2015-16.
- l) Other required & relevant documents such as valid Non-Scheduled Operator's Permit, Airworthiness Certificate, Certificate of Registration, Insurance Certificate, etc. and Lease Agreement of taking helicopter on long term lease by bidder (if not owned) along with currently valid Airworthiness/fitness/test certificate of the offered helicopter(s) issued by concerned authorities.
- m) Specimen "Deed of Wet Lease Agreement" as at Chapter-IV and the Bid Document duly accepted/signed with seal in each page. Bidders submitting Bid Documents downloaded from website shall submit a 'Declaration' that they have not modified any part of the bid documents and in the event of any modification detected at the time of opening of bids or at a later stage, their bid/offer shall be rejected even if found eligible including lowest one.
- n) 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) Solvency certificate in original.
- c) 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 as under:-

"Financial Bid"- Tender No.DCA/ HC /Med /NIT/2016-17 Dated 21.04.2017"

"Technical Bid"- Tender No. DCA/ HC/ Med/NIT/2016-17 Dated 21.04.2017"

Both the Financial & Technical bids after sealing in separate envelopes should be put together in a **third sealed envelope** indicating the **tender reference as under and bidder's name** and send to:-

"Tender for Wet Lease of one medium double engine helicopter against NIT DCA/ HC/ Med/ NIT/2016-17 Dated 21.04.2017"

To **The Director (Civil Aviation),
Govt. of Arunachal Pradesh,
Papumpare District, Arunachal Pradesh,
Naharlagun Helipad, Naharlagun-791111**

Please ensure that your bid reaches the above office of Govt. of Arunachal Pradesh before **1300 hrs on 07.06.2017** and should be sent by Registered Air Mail, courier or hand delivered. **GOVERNMENT OF ARUNACHAL PRADESH shall not be responsible if the Bid documents are misplaced /delayed in transit and not received by the prescribed date and time.**

6. ANY CHANGE IN THE FORMAT

The offer should strictly adhere to the prescribed format so as to facilitate GOVERNMENT OF ARUNACHAL PRADESH to consider and evaluate them properly. **Any change in the format may cause rejection of the bid.**

7. MODIFICATION OF BID AFTER CLOSING DATE

In case certain clarifications are sought by GOVT. OF ARUNACHAL PRADESH after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought.

8. PRICES :-

The prices quoted in Bid must be firm and final, without any qualifications. Any modifications to the offer after opening of the tender will not be considered. The prices quoted by the bidders must remain firm for the entire duration of the agreement. Bidders must quote in Indian Rupees their prices/amounts in Financial Bid in accordance with the Schedule-I.

9. **BID VALIDITY EXTENSION-** GOVT. OF ARUNACHAL PRADESH shall have right for extension(s) of Bid validity at its sole discretion. In case bidder/bidders does not/do not agree to the extension(s), the bid bond would be returned to those bidder/bidders.
10. **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.50 (fifty) lakh for the tendered helicopter 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 bid bond which shall be in the form of an irrevocable Bank Guarantee for the said amount shall specifically bind the bidder to keep their offer valid for acceptance up to **6 months and to 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.50.00 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 of following :-
- If the tender is withdrawn during the bid validity period or any extension thereof agreed by the bidder.
 - If the tender is varied or modified in a manner not acceptable to GOVERNMENT OF ARUNACHAL PRADESH during the validity or agreed extension of the validity or after issue of Letter of Intent(LoI) by GOVERNMENT OF ARUNACHAL PRADESH and prior to signing of agreement.
 - If the successful bidder seeks modifications to the agreed terms and conditions.
 - If the successful bidder 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 for whatsoever reasons till a valid Performance Bank Guarantee is given to GOVERNMENT OF ARUNACHAL PRADESH.
- iii) GOVERNMENT OF ARUNACHAL PRADESH shall, however, arrange to release the bid bond in respect of unsuccessful bidders as soon as possible after a decision is taken on the successful bidder.
11. **Bids received without bid bond (in Technical Bid) will be rejected outright.** The original bid bond must be enclosed with the **“Technical Bid”, Photocopy/Fax copy of bid bond will not be acceptable.**
12. **PERFORMANCE GUARANTEE**
The successful bidder shall furnish the required performance Guarantee bond amounting to **Rs.50.00 lakhs (Rupees fifty lakh) only** from any Nationalized Bank or Scheduled Bank in India, as per Annexure-II, within **7 (seven) days of LOI**.
13. Late bids will not be accepted or considered.

14. 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/Ministry of Home Affairs, Government of India on their bills. The bidder shall, therefore, confirm this aspect in their bid categorically. The bidder shall also, while quoting their rates, include provision of fluctuation of prices in fuel, custom duty rates for purchase of spares, mobilization & demobilization costs etc.

15. 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 on or before positioning of the helicopter. A Specimen Deed of Wet Lease Agreement is placed in **Chapter-IV** of the Tender Documents **which shall have to be submitted along with the Technical Bid duly accepted and 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-IV as per requirement according to the terms and conditions of the tender and the bidder(s) shall accept the same.

16. Those bidders having NSOP of DGCA, India with helicopter operation business and own/possess the title to the helicopter offered (including the back-up helicopter) or having lease agreement with the owner of the helicopter or intending to acquire by long term lease/outright purchase, on the date of their offer are eligible to quote. Proof of ownership or possession or arrangement for acquisition of the title helicopter(s) such as Copy of bidder's NSOP with the offered helicopter duly endorsed on its NSOP revalidated up to date and / or lease agreement clearly specifying by the Company/owner to provide the helicopter(s) on long term lease or Purchase Agreement with the manufacturer or dealer/distributor/agent, along with copies of up-to-date airworthiness certificate/fitness certificate/test certificate of competent authority for such lease / purchase helicopter shall be invariably enclosed with Technical Bid. The Lease Agreement should also clearly specify that the helicopter(s) in question has not been given/shall not be given to any other party till the stipulated Bid Validity Period is over. For such lease helicopter(s), successful bidder(s) shall have to obtain C of A & C of R from DGCA India, before positioning of the helicopter(s) for State Govt. service and an Undertaking to that effect must be furnished in Technical bid. Joint Venture Consortium by an Indian NSOP Holder of DGCA, India in helicopter business as Lead Partner with any Indian/outside Company having tendered/offered helicopter(s) with above mentioned arrangements may also participate. An undertaking to this effect and JV agreement along with all supporting documents should be furnished in Technical Bid.

17. While quoting the fixed and firm rates, the bidder must quote the following:-

- a) Fixed Monthly Charges per helicopter (FMC).**
- b) Hourly Flying Charges(HFC)**

18. The bidder must ensure that the offered Helicopter will have adequate maintenance support with necessary ground support equipment and spares to sustain the required flying commitments per annum/per month per helicopter as mentioned hereinbefore during the period of agreement. Bidder shall also confirm that the Helicopter will not require to be exported out of India for maintenance during the initial agreement period.

Under this tender for wet lease, the successful bidder shall be responsible for positioning of the helicopter at Naharlagun base, Arunachal Pradesh and for arrangement of infrastructural facilities for inspection & maintenance of their helicopter with spare parts, full strength of Pilots & crew along with their accommodation and transportation, fuel, insurance, etc. with regard to operation of the helicopter. Limited rooms for office/store and a temporary hangar shall be made available by the Government of Arunachal Pradesh for the tendered helicopter. Cost of furnishings, payment of electricity, water charges and telephone bills including installation of telephones, air conditioner etc. shall be the responsibility of the successful bidder. If the successful bidder requires additional rooms, same shall be arranged by them outside the helipad at their own cost and arrangements. Arrangement of accommodation, transport etc. of bidder's personnel shall be made by the bidder at their own cost and arrangements.

With regard to operation of the helicopter, limited rooms for office/store and a big hangar that can accommodate two large helicopters shall be made available by the Government of Arunachal Pradesh for the tendered helicopter on share basis (with the existing operator already in agreement). Cost of furnishings, payment of electricity, water charges and telephone bills including installation of telephones, air conditioner etc. shall be the responsibility of the successful bidder. If successful bidder requires additional rooms, same shall be arranged by them outside the helipad at their own cost and arrangements. Arrangement of accommodation, transport etc. of bidder's personnel shall be made by the bidder at their own cost and arrangements.

19. Bidder must furnish the present location of the offered helicopter and time required for mobilization at Naharlagun helipad, Arunachal Pradesh.
20. Current /Revalidated copy of Airworthiness Certificate of the helicopter/helicopters (main and back-up helicopters) offered must accompany the Technical bid.
21. 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.
22. 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.
23. The offered Helicopter must also meet following requirements laid down by Civil Aviation Regulatory Authority in India i.e. DGCA.
 - a) Requirement of operations of Leased helicopter in India as per CAR Section 3. Series C Part-I.
 - b) Requirement for installation of Helicopter equipments and Instructions as per CAR Section-II, series I, Part II.
 - c) Requirement for installation of flight Data Recorders as per CAR Section II Series I Part V (This requirements is preferable).
 - d) Requirement for installation of Cockpit voice Recorders as per CAR Section-II, series I, Part VI and other relevant rules & regulations.
 - e) Any other requirement as per DGCA, INDIA and other competent authorities.
24. The offered Helicopter must comply with mandatory modifications issued by manufacture, mandatory modifications prescribed by DGCA, India and miscellaneous modifications which are applicable, must be complied with.
25. The CARs referred above and other relevant details required may be down loaded from DGCA, India web site: WWW.dgca.nic.in or collected from DGCA office, New Delhi.
26. 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.
27. The selected bidder, at the time of delivery of Helicopter shall provide all helicopter documents like helicopter log books, engine log books, component history cards/log cards, flight manual and maintenance manuals for inspections/examination, if so desired by the Government of Arunachal Pradesh.
28. The helicopter will operate under Bidder's valid Non-Scheduled Operators Permit issued by DGCA India and copy of valid NSOP shall be enclosed in the Technical Bid invariably.

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**STANDARD TERMS & CONDITIONS FOR WET LEASE AGREEMENT OF
HELICOPTER WITH SUCCESSFUL BIDDER**

1. DEFINITION-

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

- a. **“Base station”** means **Naharlagun Helipad, Arunachal Pradesh** from where the helicopter shall normally be operated, managed, maintained, parked and stationed.
- b. **“Bidder’s Representative”** means person or persons as the Bidder designates having authority to act on behalf of the Bidder.
- c. **“Effective date”** means the date of signing of agreement or positioning of helicopter whichever is earlier, subject to positioning of the helicopter by the successful bidder as per LoI issued to them.
- d. **“Initial Period of Agreement”** means the period beginning from **the Effective Date and ending after 2(two) years** from the effective date 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. **“Scheduled/Unscheduled Maintenance”** means maintenance required for helicopter as per DGCA’s regulations and as prescribed by manufacturer and defect rectification etc.
- j. **“Areas of Operation”** means State of Arunachal Pradesh and related areas.
- k. **“Regulatory Authority”** means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- l. **“State”** means “the State of Arunachal Pradesh” and **“State Government”** means “the Government of Arunachal Pradesh”.
- m. **“Watch Hours”** means the time notified by the Airport Authority of India from time to time for normal operation of different airports.
- n. **“Programme”** means a written requisition of the helicopter for a day indicating time of departure, destination, and approximate flight time.
- o. **“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.
- p. **“Total agreement Value”** means the total charges for initial agreement period against the fixed monthly charges and hourly flying charges (@ 1300 hrs per year.
- q. **“Positioning Date”** means the date by which the Bidder is to mobilize the helicopter at the designated base for operation.
- r. **“Services”** mean helicopter services carried out by the Bidder and its personnel under this agreement.
- s. **“Operational Day”** for a helicopter would mean time commencing from first sorties as per daily flight schedule to the estimated time of landing of last sorties of the day.
- t. **“Flying Time”** with respect to a helicopter would mean the time from **“Rotor starts”** of that helicopter till **“Rotor-stops”**.

- 2.1 The Agreement(s) shall be deemed to have come into effect from the effective dates i.e. **from date of signing of agreement or positioning of helicopter whichever is earlier**, subject to mobilization of the helicopter by the successful bidder as per LoI issued to them.
- 2.2 Bidder shall provide the helicopter instrumented for flights as required with **currently valid Certificate of Airworthiness form DGCA, India** with necessary spare parts, equipments, crew and personnel **for exclusive use by the Govt. of Arunachal Pradesh** for its operations in India as may be agreed upon between the parties. **If the bidder intends to acquire** the offered helicopter from other Indian operator, on long term lease/outright purchase, then Airworthiness Certificate (C of A) and Registration Certificate (C of R) issued by DGCA India, along with copy of long term lease agreement/purchase agreement indicating type, call sign and tender reference etc. should be invariably furnished along with the Technical Bid. In case of lease, the lease agreement/intended to lease out to the bidder has not been given on lease/shall not be given on lease by its owner to any other party till this Bid Validity Period..**The bidder agrees that the helicopter would be utilized @ 1300 hours per annum i.e. about 108 hours per month which may increase or decrease depending upon actual requirement/weather condition /decision of MHA, Govt. of India etc to which the bidder(s) shall agree at same terms & conditions.**

3. POSITIONING OF HELICOPTER

The Bidder(s) undertakes to position the Helicopter at **Naharlagun Helipad, Arunachal Pradesh, India** on or before the Positioning date. The date of positioning and starting of operations shall be the essence of the Agreement. **Bidder to position** the helicopter at Naharlagun helipad (near Itanagar), Arunachal Pradesh, **within 5 (five) days** in case of the helicopter is already registered with DGCA, India and **within 30(thirty) days** in case of the helicopter is to be acquired from a Company outside India, from the date of issue of letter of intent (LoI) and ready for operation from the next day.

Should the helicopter not inducted at the designated base by the Positioning Date, the Govt. of Arunachal Pradesh shall have the right to act as under:-

“Accept the helicopter on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of initial agreement value for each day of delay or part thereof up to 15 days, after which the Government of Arunachal Pradesh shall have the right to terminate the agreement without being liable to pay any charges whatsoever to the Bidder(s) and forfeit the Performance Bank Guarantee.”

4. PERIOD OF AGREEMENT

The agreement will be for a period of **2 (two) years** from the date of signing of agreement/positioning of helicopter whichever is earlier with provision for extension for **1(one) year** at the same rates, terms & conditions subject to continuation of Helicopter subsidy scheme by the Ministry of Home Affairs, Government of India.

5. INDEMNITY

- 5.1 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 helicopter(s) (including damage or loss of helicopter(s) and third party liability) during the period herein mentioned.
- 5.2 Should the State Government in pursuance to this agreement is directed to compensate such amounts to any person or persons arising out of the use of the helicopter by any forum, courts and other judicial institutions, the same shall be borne by the successful bidder/Lessor and payment made by him. However the bidder/lessor on failing to pay, the same shall be recovered from his/their monthly invoices or from the performance guarantee fund as the case may be.

6. INSURANCE

6.1 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.**

6.2 The Bidder(s) shall comply with all laws in respect of:-

- a) Workman's compensation and all other laws in effect with reference to employing, safe guarding insurance and protecting all labourers employed or used by the Bidder and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.
- b) Third party legal liability insurance is to indemnify the Govt. of Arunachal Pradesh of all sums which the Bidder shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of helicopter.
- c) Passenger liability insurance liability is to indemnify in respect of all sums which shall become legally payable for or for admitted liability as notified by the Ministry of Civil Aviation, Government of India from time to time per passenger for bodily injury (including death) arising out of agreement of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or agreement of the Bidder. The passenger admitted liability offered is against full legal discharge. In the event of non acceptance the policy is to indemnify for their legal liability only.
- d) Personal baggage's liability insurance in respect of damage to or loss of any property caused whilst being carried by a helicopter or in the course of any of the operations of loading or unloading to the extent of Indian Rupees as notified by the Ministry of Civil Aviation, Government of India from time to time. Each and every claim but not applicable to claim arising from an accident to the carrying helicopter or any war or related peril reinstated by AVN-52C.
- e) Combined Single Limit (Bodily injury/property Damage/baggage as mentioned in 6.2(b), (c) and (d) above) is restricted to Indian Rs.50,00,00,000/- (Rupees Fifty Crores) or as prescribed by competent authority for any one occurrence.

7 INSPECTION OF HELICOPTER(S)

The helicopter(s) should be available for inspection at site by the representatives of the State Govt. before the Agreement is executed if so desired. The helicopter(s) shall be taken on lease only after it is inspected and accepted by the State Govt. Civil Aviation Department, Government of Arunachal Pradesh will exercise supervision on the operator.

8 DOWN TIME

The Bidder(s) shall be allowed to ground the helicopter for maintenance **@ 4 days** per month during the term of this agreement. The Govt. of Arunachal Pradesh shall have discretion to deduct fixed monthly charges on prorata basis for excess days of grounding beyond 4 days per month.

If the helicopter(s) is not available cumulatively for more than two hours and up to six hours except waiting for weather clearance in an operational day, it shall be deemed to be grounded for half a day and if it is not available for more than six hours in an operational day, it shall be deemed to be grounded for the full day.

9 PAYMENT, BACK-UP HELICOPTER & PENALTY: -

- 9.1 In consideration of the services provided by the successful bidder herein, the following fixed and firm charges for lease of helicopter(s) shall be payable:-
- a. Fixed Monthly Charges.....
 - b. Hourly Flying Charges for hours actually flown to nearest 5 minutes.
.....

9.2 SCHEDULED INSPECTION/TECHNICAL SNAGS-REPLACEMENT BY BACK-UP HELICOPTER: -

- a) The Bidder shall keep one backup helicopter (of same type and capacity/standard) ready at their base or Naharlagun base for immediate replacement of the helicopter under agreement service as may be grounded for major (Scheduled) inspections which by DGCA/manufacturer's regulations is required or during technical snag of the operating helicopter. The backup (Replacement) helicopter shall be positioned at Naharlagun base before such scheduled inspection is due so that normal flying services is not disturbed.
- b) The back-up (replacement) helicopter shall be positioned at Naharlagun helipad within 48 hours if the helicopter under service is grounded for technical snag.
- c) No ferry charges shall be paid by the State Govt. for the ferry of the backup helicopter.

9.3 PENALTY:- In the event of grounding of operating helicopter for scheduled/routine inspection/maintenance or technical snag or whatsoever, for excess days of grounding beyond permissible down time of 4 days in a month, if the Bidder fails to provide back-up helicopter of same type, a penalty of **Rs.30,000/-** (Rupees thirty thousand) only per day shall be imposed and the amount so calculated shall be deducted from the Fixed Monthly Charges bill or Hourly Flying Charges bill of that month or any other month. **This penalty is in addition to the deduction of prorate Fixed Monthly Charges for excess days of grounding of the helicopter beyond permissible Down Time.**

10. PRODUCTION OF INVOICE

The successful bidder(s) shall submit an invoice for Fixed Monthly Charges for the helicopter(s) as mentioned in Clause 9.1(a).

The successful bidder will submit an invoice for Hourly Flying Charges for the hours flown at the end of each of month, supported by relevant Daily Flight Manifests etc. as mentioned in clause 9.1(b).

The Invoices (i.e. bills), on receipt from the successful bidder, shall be verified and after satisfaction shall be forwarded duly certified to the Ministry of Home Affairs, (NE Division), Government of India for payment of 75% subsidy (or as may be reviewed subsequently by MHA, Govt. of India) after deduction of passenger fare recovery as per norms, directly to the operator. The State Government shall make payment of the balance amounts of the bills after observing codal formalities.

11. DUTIES & TAXES

- (a) 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 applicable (payable to the Government of India) shall be borne by the bidder. The Service Tax at prevailing rate, as and if applicable, shall be paid to the successful bidder on their monthly bills by State Government/Ministry of Home Affairs, Govt. of India. The bidder(s) shall also, while quoting their rates, include provision of fluctuation of prices in fuel, custom duty rates for purchase of spares, mobilization & demobilization costs etc.

12. RESPONSIBILITIES OF THE BIDDER(s)

- a) To provide the helicopter for flights as scheduled on a daily basis for carrying Passengers and/or cargo. The programme for such flights would be intimated by the evening of the preceding day; any unscheduled flights 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, shall be carried out. (Flights at night shall be scheduled in an emergency only. Night for this purpose would mean period from sunset to sunrise).
- b) The Bidder shall be required to keep daily records of flights for the helicopter for each day of operation, which record shall include the number of hours flown to be recorded from--- to ---, sectors/areas visited. At the conclusion of each day of operations, the Bidder shall have a copy of record duly certified under the signature of Assistant Director of Civil Aviation (Operations), Government of Arunachal Pradesh, Naharlagun/or other representative of Civil Aviation and each shall retain a copy of such records for billing. The flying time shall mean the time from “Rotor Starts” the helicopter till “Rotor stops” at State Govt.’s dispersal points.
- c) The Bidder shall comply with all Indian Aviation Regulatory and all other applicable laws, rules & regulations of India from time to time from competent authorities. The Bidder shall indemnify State Govt. against the Bidder’s ignorance and/or failing to comply with said laws, rules & regulations. The bidder must agree to abide by Civil Airworthiness Requirements Series C Part-I Sec 3 dtd 17/5/93 and as amended from time to time and provide all assistance/information to the State Govt. and Director General of Civil Aviation (DGCA) to ensure compliance. The Bidder must agree to abide by any other new requirements introduced by DGCA/BCAS India and any other competent authority from time to time.
- d) The Pilots and air-crews should be Indian national/or as per guidelines of Ministry of Defence & Ministry of Home Affairs especially while conducting flight programme in international border areas and the bidder shall comply with all required formalities of obtaining permission etc. in this regard. **It shall be the bidder’s responsibility to obtain necessary permits, clearance etc. from statutory authorities in respect of their foreign Pilots, crews etc. if any.**
- e) **All field replacement flying and test flying would be considered non-revenue and would be at the cost of Bidder and be excluded for the purpose of billing to the State Govt.**
- f) Provide insurance, medical accommodation, meals and transport for their pilots & crew.
- g) Helicopter to be kept in tidy, clean and presentable condition.
- h) In the event of the Bidder not being able to render satisfactory services, the State Govt. may make alternative arrangements at Bidder’s cost.
- i) Bidder shall arrange required infrastructures, spares etc. for inspection / maintenance of the helicopter at Naharlagun helipad including accommodation and transport for their personnel at their own cost and arrangements. Limited rooms for office/stores and a temporary hangar shall be made available by the State Government. Furnishings of rooms including air conditioners, telephone connections etc. and payment of electricity, water charge and telephone bills shall be arranged /borne by the successful bidder. If any successful bidder requires additional rooms, same shall be arranged by them outside the helipad at their own cost and arrangements.

- j) 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 bidder on monthly bill system.
- k) The pilots/flight crew shall be subjected to medical check-ups as per Civil Aviation requirements.
- l) The PIC (Pilot in Command) must have minimum experience of flying one full monsoon period in difficult hilly areas in North East India, preferably in Arunachal Pradesh.
- m) Safety briefing to the passengers prior to flight shall be carried out by trained and authorized crew/personnel of the successful bidder. Embarkation/Disembarkation of the passengers shall be done under strict supervision of the trained and authorized crew/personnel of successful bidder.
- n) The Lessor shall, invariably conduct ‘Secondary Ladder Point Checking (SLPC)’ of the passengers & baggage at every helipads by their trained and BCAS certified personnel/crew in compliance of BCAS Safety circular/norms.
- o) The successful bidder 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 shall be strictly adhered to in letter and spirit and any deviation shall be only with prior approval of DGCA.
- p) For each and every flight commitment, the successful bidder shall obtain necessary clearances from all concerned authorities including weather briefings.
- q) There should be sufficient copies of Safety Manuals in flight for passengers.
- r) Spare forms for reporting incidents/occurrences should be available with the operating pilots.
- s) The Bidder shall keep one backup helicopter (of same type and capacity/standard) ready at their base or Naharlagun base for immediate replacement of the helicopter under agreement service as may be grounded for major (Scheduled) inspections which by DGCA/manufacture’s regulations is required or during technical snag of the operating helicopter. The backup (Replacement) helicopter shall be positioned at Naharlagun base before such scheduled inspection is due so that normal flying services is not disturbed.
The backup (replacement) helicopter shall be positioned at Naharlagun helipad within 48 hours if the helicopter under service is grounded for technical snag.
No ferry charges shall be paid by the State Govt. for the ferry of the backup helicopter.

13. LESSEE’S RESPONSIBILITIES

The State Govt. will furnish to the successful Bidder on daily basis the programme of the work to be carried out by the helicopter and will designate to the Bidder or his authorized person/pilot the time, the destination/programme of the flight to be used and the extend thereof.

14. TERMINATION

(a) TERMINATION ON EXPIRY OF THE TERMS:-

The agreement shall be deemed to have been automatically terminated on the expiry of the agreement period and extension thereof, if any.

The successful Bidder shall remove the helicopter from the Naharlagun base within 7 days from the date of expiry of the agreement.

(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 successful Bidder thirty (30) days written notice without assigning any reason whatsoever.

(c) CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of State Govt. to pay the rates or any other charges shall be limited up to the period till the date of termination.

15. REPLACEMENT OF HELICOPTER

IN THE EVENT OF THE HELICOPTER INITIALLY PROVIDED BY THE BIDDER not being satisfactory for operation or not available for a period of more than 48 hours, the Bidder shall provide replacement of the backup helicopter within 48 hours at the total risk and cost of Bidder including ferrying charges which may arise on this account.

16 **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.

17 **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 payment of any rate.

In the event of Force Majeure conditions of 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.

18 **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.

19 **PERFORMANCE**

The Bidder 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 Govt. of Arunachal Pradesh 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 Bidder's service will be promptly remedied by the Bidder upon the receipt of written notice from State Govt. to improve their performance. If Bidder 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.

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.50.00 lakh** 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. The performance Bonds 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 Bidder failing to honour any of the commitments entered into under the Agreement and/or in respect of any amount due from Bidder to State Govt., the State Govt. shall have absolute discretion to invoke the said Bank Guarantee from the Bank.

21 CONSEQUENTIAL DAMAGE

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

22 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.

23 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.

To be submitted with "Financial Bid"SCHEDULE-I

TENDER DOCUMENT FOR WET LEASE OF ONE MEDIUM 10-13 SEATER TWIN ENGINE, MODERN/LATEST TECHNOLOGY HELICOPTER.
Tender No.DCA/ HC/Med/NIT/2016-17 Dated 21.04.2017

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 Helicopter: _____

Rates quoted

**(Flying Hour Ceiling limit as per MHA's grant is 1300 hours per year i.e. 108 hours per month)
 Rates in Rupee to be quoted in figures and words separately**

1. **Fixed Monthly Charges (A)** for the helicopter :
 (or prorated thereof for part of the month)

2. **Hourly Flying Charge Rate (B)** :

3. **Total Monthly Operational Cost (Rupees per month) = A + B X 108 Hours per month**

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 and mobilization & demobilization costs etc. but exclusive of Service Tax.

Signature _____

Name _____

Designation _____

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

SCHEDULE-II

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

Tender No. DCA/ HC/ Med/NIT/2016-17 Dated **21.04.2017**

The bidder is advised to give necessary information required in the respective columns. If the bidder fails to fill-up all columns of this form their bids shall not be evaluated.

1. Name of the Owner of the helicopter :
 (Proof of possession i.e Regist-
 ration Certificate/Lease Agreement/
 Purchase Agreement etc. to be provided)
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 Helicopter offered :
- a) Call Sign/Regn No. of the H/C :
- b) Year of Manufacture :
- c) Manufacturer’s Name :
7. i) Passenger seats available(excluding :
 Pilots, Crew and attendant)
- ii) No. of seats offered (excluding :
 Pilots, Crew and attendant)
8. Whether back-up helicopter is registered
 in bidder’s name
 (Proof of possession i.e. registration
 Certificate to be provided):
9. Number of flying hours :
 already done on the helicopter(s)
10. Number of flying hours available in :
 next six months per helicopter(s).
11. Date of issue of Certificate of :
 Airworthiness (attach copy)

12. Date of expiry of Certificate of Airworthiness :
13. Down time per month (permitted Down time 4 days per month or one day per week) :
14. Copy of hull & crew insurance Indicating insurance certificate Number and its validity. :
15. Last major inspection time. :
16. Engine Hours/start cycles :
17. Location of the Helicopter :
18. Mob. Time required from the present location to Naharlagun :
19. Bidders total fleet of helicopters (Type with call sign) :
20. Total Company staff strength
 i) Pilots:- a) Indian :
 b) Foreign nationals :
 ii) Licensed Engineers:-a) Indian :
 b) Foreign nationals :
21. Past experience (last 5 years) indicating Onshore operations if any with details of existing operations. :
22. Licensing details of the pilots Engineers in support of their rating Category & experience on type of the h/c at their credit. (details to be furnished) :
23. List of safety, navigational/communication equipments available on board of the helicopter & other parameters as per requirements specified in Clause-1 (REQUIREMENT) of Chapter-II (General Terms & Conditions) (attach separate sheet if require) :
24. Fuel Details
 - Type of fuel in use :
 - Std fuel cap on board(Kgs) :
 - Fuel consumption per hour(Kg/ltrs both) :

- 25 Range without reserve (in Nautical Miles):
- 26 Speed of the Helicopter in Knots with
 i)VNE :
 ii)Max cruising speed :
27. Altitude flying capacity/limitation :
 of the offered helicopter
28. **Have company's helicopters been :
 involved in any fatal accident? Details
 to be furnished here. Details of
 other significant accident/incident
 may also be provided (use separate sheet
 if required)**
- 29 List of existing clients :
- 30 Whether General terms & condition :
 -Chapter II and Standard Terms &
 Conditions- Chapter III & Draft Lease
 Agreement at Chapter-IV are fully acc-
 eptable?
- 31 Confirmation regarding provision of :
 the insurance cover for helicopter(s)
 passengers and third party(**attach copy
 of policy/certificate**) as per tender
 requirement)
- 32 Will total work be handled by bidder? :
33. Confirmation that Bidder is willing to :
 abide by the requirements laid down
 by Civil Aviation Regulatory Authority
 in India i.e DGCA as specified under
 Clause 25,26,27,28,29, and 30 of Chapter II
 of this tender document.

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 GURANTEE FOR BID BOND**

Ref : Bank Guarantee No. _____

Date _____

GOVERNMENT OF ARUNACHAL PRADESH

Civil Aviation Department

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.50.00 lakhs** (Rupees fifty lakhs only) per helicopter 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 separate 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, administrators 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.50.00 lakh** (Rupees fifty lakhs only) per helicopter at any time immediately on such demand without any demur, reservation, recourse, protest 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 Bank's principal debtor, in the first instance, without proceeding against the Bidder.

4. The Bank further agrees 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.50.00 lakhs** (Rupees Fifty 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 _____

Signature

(FULL NAME IN CAPITAL LETTERS)

WITNESS NO. 1

Signature

(full name ad address in Capital letters)

Designation with Bank Stamp

WITNESS NO. 2

Signature

(Full name and address in capital letters) Attorney as per power

No. _____

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.50.00 lakh(Rupees fifty lakh)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.50.00 lakh(Rupees fifty lakh)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 31.03.2017, 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.50.00 lakh(Rupees fifty lakh)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_____

PROFORMA 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 Standard Terms & Conditions (Not all inclusive)-**Chapter III** and **Specimen Deed of Wet Lease Agreement** stipulated in the Tender Document at **Chapter-IV** for wet lease of one Dauphin(twin engine) or similar type/capacity (10 - 13 seater) twin engine helicopter, 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 helicopter 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.
2. 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

_____.

SPECIMEN

of

DEED OF WET LEASE AGREEMENT
(Medium Helicopter)

NO.

Dated, Itanagar, the ____ _____, 2016

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** Twin Engine (10-13 Seater,) Helicopter for passenger transportation etc. under 75% subsidy scheme of Ministry of Home Affairs, Government of India.

AND WHEREAS the Lessor owns a Fleet of the said Helicopters and is willing to lease the said Helicopter 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 **Naharlagun Helipad, Arunachal Pradesh** from where the helicopter shall normally be operated, managed, maintained, parked and stationed.
- b. **“Bidder’s Representative”** means person or persons as the Bidder designates having authority to act on behalf of the Bidder.
- c. **“Effective date”** means the date of signing of agreement or positioning of helicopter whichever is earlier, subject to positioning of the helicopter by the successful bidder as per LoI issued to them

Accepted(Signature of Bidder with Seal)

- d. "Initial Period of Agreement" means the period beginning from the Effective Date and ending within up on(AN) from the effective date 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. "Scheduled/Unscheduled Maintenance" means maintenance required for helicopter as per DGCA's regulations and as prescribed by manufacturer and defect rectification etc.
- j. "Areas of Operation" means State of Arunachal Pradesh and related areas.
- k. "Regulatory Authority" means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- l. "State" means "State of Arunachal Pradesh" and "State Govt." means "Government of Arunachal Pradesh".
- m. "Watch Hours" means the time notified by the Airport Authority of India from time to time for normal operation of different airports.
- n. "Programme" means a written requisition of the helicopter for a day indicating time of departure, destination, and approximate flight time.
- o. "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.
- p. "Total agreement Value" means the total charges for the initial agreement period against the fixed monthly charges and hourly flying charges @ 1300 hrs per year i.e. @ 108 hours per month for a period up to for the leased helicopter .
- q. "Positioning Period/Positioning Date" means the date by which the Bidder is to mobilize the helicopter at the designated base for operation.
- r. "Services" means helicopter services carried out by the Bidder and its personnel under this agreement.
- s. "Operational Day" for a helicopter would mean time commencing from first sorties as per daily flight schedule to the estimated time of landing of last sorties of the day.
- t. "Flying Time" with respect to a helicopter would mean the time from "Rotor starts" of that helicopter till "Rotor-stops".

Accepted

(Signature of Bidder with Seal)

- 2.1 The Agreement shall come into effect from the effective date i.e. from, 2017 for agreement service of Arunachal Pradesh Government.
- 2.2 Lessor shall provide the helicopter instrumented for flights as required with current valid Certificate of Airworthiness from DGCA, India with necessary spare parts, equipments, crew and personnel for exclusive use by the Govt. of Arunachal Pradesh in its operations in India as agreed between the parties.
- 2.3 The Lessor shall facilitate the Lessee minimum utilization of the **Helicopters approximately @ 1300 hours per annum i.e. @ about 108 hours per month** which may increase or decrease as per actual requirement, weather condition, decision of MHA, Govt. of India subsequently about the ceiling limit of flying hours utilization etc. to which the Lessor shall comply without any condition

3 POSITIONING OF HELICOPTER

The Bidder(s) undertakes to position the Helicopter at **Naharlagun Helipad, Arunachal Pradesh, India** on or before the Positioning date. The date of positioning and starting of operations shall be the essence of the Agreement. Bidder to position the helicopter at Naharlagun helipad (near Itanagar), Arunachal Pradesh, **within 5 (five) days** in case of the helicopter is already registered with DGCA, India and **within 30(thirty) days** in case of the helicopter is to be acquired from a Company outside India, from the date of issue of letter of intent (LoI) and ready for operation from the next day.

Should the helicopter not inducted at the designated base by the Positioning Date, the Govt. of Arunachal Pradesh shall have the right to act as under:-

“Accept the helicopter on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of initial agreement value for each day of delay or part thereof up to 15 days, after which the Government of Arunachal Pradesh shall have the right to terminate the agreement without being liable to pay any charges whatsoever to the Bidder(s) and forfeit the Performance Bank Guarantee.”

4. PERIOD OF AGREEMENT

This agreement will be for an initial period of 2 (two) years from to with provision for extension for 1(one) year at same rates and terms & conditions, subject to continuation of Helicopter subsidy scheme by Ministry of Home Affairs, Government of India.

Accepted

(Signature of Bidder with Seal)

5. **INDEMNITY**

- 5.1 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.
- 5.2 Should the State Government in pursuance to this agreement is directed to compensate such amounts to any person or persons arising out of the use of the helicopter by any forum, courts and other judicial institutions, the same shall be borne by the Lessor and payment made by him. However the Lessor on failing to pay, the same shall be recovered from his monthly invoices or from the performance guarantee fund as the case may be.

6.1 **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.
- 6.2 The **LESSOR** shall comply with all laws in respect of:-
- a) Workman's compensation and all other laws in force with reference to employees, safe guarding insurance and protecting all labourers employed or used by the Lessor and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.
 - b) Third party legal liability insurance is to indemnify the Govt. of Arunachal Pradesh of all sums which the Lessor shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of helicopter.
 - c) Passengers insurance liability is to indemnify in respect of all sums which shall become legally liable to pay for or for admitted liability as notified by the Ministry of Civil Aviation, Government of India from time to time per passenger for bodily injury (including death) arising out of agreement of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or agreement of the Lesser. The passenger admitted liability offered is against full legal discharge. In the event of non acceptance the policy the Lessor shall indemnify the Lessee for discharging their legal liability.
 - d) Personal baggage's liability insurance in respect of damage to or loss of any property caused whilst being carried by a helicopter or in the course of any of the operations of loading or unloading to the extent of Indian Rupees as notified by the Ministry of Civil Aviation, Government of India from time to time against each and every claim.
 - e) Combined Single Limit (Bodily injury/property Damage/baggage as mentioned in 6.2(b), (c) and (d) above) is restricted to Indian Rs.50,00,00,000/- (Rupees Fifty Crores) for any one occurrence or as prescribed by the competent authority.

7. **INSPECTION OF HELICOPTER.**

The helicopter(s) should be available at Naharlagun helipad for inspection by the representatives of the State Govt. before the Agreement is executed. The helicopters shall be taken on lease only after it is inspected and accepted by the State Govt, if so desired. Civil Aviation Department, Government of Arunachal Pradesh will exercise supervision on the operator.

Accepted

(Signature of Bidder with Seal)

8. **DOWN TIME:-**

The Lessor shall be allowed to ground the helicopter for maintenance @ 4 days per month or one day in a week during the term of this agreement. **The Govt. of Arunachal Pradesh shall have discretion to deduct fixed monthly charges on prorata basis for excess days of grounding beyond 4 days per month or one day in a week.**

If the helicopter is not available cumulatively for more than two hours and up to six hours except waiting for weather clearance in an operational day, it shall be deemed to be grounded for half a day and if it is not available for more than six hours in an operational day, it shall be deemed to be grounded for the full day.

9. **PAYMENT**

In consideration of the services provided by the Lessor herein, the following fixed and firm charges for lease of helicopter will be payable to the Lessor as per Govt. approved tender rates:-

- a) **Fixed Monthly Charges @ Rs. _____/-** (Rupees.....) only per month.
 b) **Flying Hourly Charges for hours actually flown @ Rs. _____**
 (Rupees) only per flying hour.

10. **SCHEDULED INSPECTION /TECHNICAL SNAGS-REPLACEMENT OF HELICOPTER.**

- a) The **LESSOR** shall keep one **backup helicopter (of same type and capacity/standard) ready at their main base or at Naharlagun** base for immediate replacement of the helicopter under agreement service prior to grounding of the Helicopter for major (Scheduled) inspections which by DGCA regulations is required or if it becomes total loss or constructive total loss. The back-up (Replacement) helicopter shall be positioned at Naharlagun base before such scheduled inspection is due so that normal flying services is not disturbed.
- b) The back-up (replacement) helicopter shall be positioned at Naharlagun helipad within 48 hours if the helicopter under service is grounded for technical snag.
- c) No ferry charges shall be paid by the State Govt. for the ferry of the back-up helicopter.
- d) The Lessor shall give notice to the Lessee of any scheduled inspection/maintenance to be carried out on the Helicopter at **least seven days in advance.**
- e) The Lessor shall keep complete and accurate records of all groundings of helicopter due to routine maintenance or otherwise which the LESSEE at its discretion may inspect at any time.

11. **PENALTY: -**

In the event of grounding of operating helicopter for scheduled/routine inspection/maintenance or technical snag or whatsoever, for excess days of grounding beyond permissible down time of 4 days in a month, if the Lessor fails to provide back-up helicopter of same type, a penalty of **Rs.30,000/-** (Rupees thirty thousand) only per day shall be imposed and the amount so calculated shall be deducted from the Fixed Monthly Charges bill or Hourly Flying Charges bill of that month or any other month. This penalty is in addition to the deduction of prorata Fixed Monthly Charges for excess days of grounding of the helicopter beyond permissible Down Time.

Accepted

(Signature of Bidder with Seal)

12. PRODUCTION OF INVOICE

The Lessor will submit an invoice (bill) for **Fixed Monthly Charges** for the leased helicopter as mentioned in **Clause 9(a)**. Fixed Monthly Charges shall be payable from the actual date of positioning of the helicopter and operation of agreement commitment from the next day at the beginning of the agreement.

The Lessor will submit an invoice(bill) for **Hourly Flying Charges** for the hours flown at the end of each of month as mentioned in **clause 9(b)** supported by relevant manifests signed by Pilots and Lessee's representative.

The Invoices (i.e. bills), on receipt from the Lessor, shall be verified by the Lessee and after satisfaction the bills duly verified shall be forwarded to Ministry of Home Affairs(MHA), NE Division, Government of India for payment of 75% subsidy after deducting the passenger fare recovery as per norms directly to the operator. The State Government shall make payment of the balance bill amounts observing codal formalities. The sharing of operational cost in between the MHA and the Government of Arunachal Pradesh if subsequently reviewed shall be intimated to the Lessor.

13. (a) **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 applicable (payable to the Government of India) shall be borne by the Lessor. The Service Tax at prevailing rate, as applicable, shall be paid to the Lessor on their monthly bills by State Government/Ministry of Home Affairs, Government of India. The bidder(s) shall also, while quoting their rates, include provision of fluctuation of prices in fuel, custom duty rates for purchase of spares, mobilization & demobilization costs etc.

14. **RESPONSIBILITIES OF THE LESSOR**

- a) To provide the helicopter for flights as per programme given by the Lessee's representative. The programme for such flights would be intimated by the evening of the preceding day; 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.
- b) The Lessor shall be required to keep daily records of flights for the helicopter for each day of operation, which record shall include the number of hours flown to be recorded from-- to ---, sectors/areas visited. At the conclusion of each day of operations, the Lessor shall have a copy of record duly certified under the signature of Asstt. Director of Civil Aviation (operation) and each shall retain a copy of such records for billing. The flying time shall mean the time from "rotor starts" of the helicopter till "rotor stops" at State Govt.'s dispersal points.

Accepted

(Signature of Bidder with Seal)

- 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 Civil Airworthiness Requirements Series C Part-I Sec 3 dtd 17/5/93 and as amended from time to time and provide all assistance/information to the State Govt. and Director General of Civil Aviation (DGCA) to ensure compliance. The Lessor must agree to abide by any other new requirements introduced by DGCA, India from time to time.
- d) All field replacement flying and test flying would be considered **non-revenue** and would be at the cost of Lessor and be **excluded for the purpose of billing to the State Govt.**
- e) Provide insurance, medical accommodation, meals and transport for crew.
- f) Helicopter to be kept in tidy, clean and presentable condition.
- g) In the event of the Lessor not being able to render satisfactory services, the State Govt. may make alternative arrangements at Lessor's cost.
- h) 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.
- i) Lessor shall arrange required infrastructures, spares etc. for inspection / maintenance of the helicopter at Naharlagun helipad including accommodation and transport for their personnel at their own cost and arrangements. Limited rooms for office/stores shall be made available by the State Government. Furnishings of rooms including air conditioners, telephone connections etc. and payment of electricity, water charge and telephone bills shall be arranged /borne by the Lessor. If the Lessor requires additional rooms, same shall be arranged by them outside the helipad at their own cost and arrangements.
- j) 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 bidder on monthly bill system.
- k) The pilots/flight crew shall be subjected to medical check-ups as per Civil Aviation requirements.
- l) The PIC (Pilot in Command) must have minimum PIC experience of flying one full monsoon period in Arunachal Pradesh.
- m) 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.
- n) The Lessor shall, invariably conduct 'Secondary Ladder Point Checking (SLPC)' of the passengers & baggage at every helipads by their trained and BCAS certified personnel/crew in compliance of BCAS Safety circular/norms.
- o) 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 shall be strictly adhered to in letter and spirit and any deviation shall be only with prior approval of DGCA.
- p) For each and every flight commitment, the Lessor shall obtain necessary clearances from all concerned authorities including weather briefings.
- q) There should be sufficient copies of Safety Manuals in flight for passengers.
- r) Spare forms for reporting incidents/occurrences should be available with the operating pilots.
- s) The Bidder shall keep one backup helicopter (of same type and capacity/standard) ready at their base or Naharlagun base for immediate replacement of the helicopter under agreement service as may be grounded for major (Scheduled) inspections which by DGCA/manufacturer's regulations is required or during technical snag of the operating helicopter. The backup (Replacement) helicopter shall be positioned at Naharlagun base before such scheduled inspection is due so that normal flying services is not disturbed.
The back-up (replacement) helicopter shall be positioned at Naharlagun helipad within 48 hours if the helicopter under service is grounded for technical snag.

No ferry charges shall be paid by the State Govt. for the ferry of the backup helicopter.

Accepted

(Signature of Bidder with Seal)

15. LESSEE'S RESPONSIBILITIES

- a. The State Govt. will furnish to the Lessor the programme of the flying task to be carried out by the helicopter 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.
- 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. The Lessee shall provide limited rooms for office/store and a temporary hangar at Naharlagun helipad. If any extra rooms required, the Lessor shall arrange same outside the Naharlagun helipad at their own cost and arrangements. Furnishings of office equipments, including telephones, air conditioners etc. and payment of electricity, water charges and telephone bills shall be arranged /borne by the Lessor. **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.**

16. TERMINATION

a) TERMINATION ON EXPIRY OF THE TERMS

This agreement shall stand automatically terminated on the expiry of the agreement period of **two years** and extension thereof, if any.

The Lessor shall remove the helicopter from State Govt.'s operating base within **7 (seven) days** from the date of expiry of the agreement. The State Govt. shall not be liable to pay any charges after the date of termination of agreement.

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 thirty (30) days written notice without assigning any reason whatsoever.

c) CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of State Govt. to pay the rates or any other charges shall be limited up to the period till the date of termination.

Accepted

(Signature of Bidder with Seal)

17. **REPLACEMENT**

IN THE EVENT OF THE HELICOPTER INITIALLY PROVIDED BY THE Lessor not being satisfactory in operation or not being available due to technical snag, the Lessor shall provide replacement (back up helicopter) within 48 hours at the total risk and cost of Lessor including positioning & ferrying back charges which may arise on this account.

18. **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.**

19. **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 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- 9 (a) (b) (c) 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.

20. **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.

Accepted

(Signature of Bidder with Seal)

21. 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.

22. 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 helicopter, an irrevocable and unconditional letter of guarantee from a Nationalized Bank or Scheduled Bank in India for a sum Rs.50.00 lakh(Rupees fifty 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 two years. 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.

23. CONSEQUENTIAL DAMAGE

Neither Lessee nor the Lessor 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.

Accepted

(Signature of Bidder with Seal)

25. **NOTICE**

Any notice required to be given under the provisions of this agreement shall be in writing and shall be deemed to be properly given if sent by hand, registered mail, telegram, fax or telex addressed 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. _____

Director (Civil Aviation)
Government of Arunachal Pradesh
Naharlagun (Lessee)

Accepted

(Signature of Bidder with Seal)