

**GOVERNMENT OF ARUNACHAL PRADESH**  
**DEPARTMENT OF**  
**SECRETARIAT CIVIL AVIATION**  
**ITANAGAR (A.P)**

**TENDER DOCUMENTS FOR**  
**WET LEASE OF TWO TWIN ENGINE LARGE**  
**HELICOPTER**

**GOVERNMENT OF ARUNACHAL PRADESH**  
**SECRETARIAT CIVIL AVIATION DEPARTMENT**  
**NOTICE INVITING BID**

Sealed offers under TWO BID SYSTEM are hereby invited by the Govt. of Arunachal Pradesh from eligible commercial permit holders (Non-scheduled category) under DGCA, India, for WET LEASE of two large (MI-172 or equivalent type) helicopters of following specifications for passenger flight service in Arunachal Pradesh and adjoining areas under 75% subsidy scheme of Ministry of Home Affairs, Government of India, for an initial period of 2(two) years with option of renewal/extension for another one year with mutual consent subject to continuation of subsidy support by the Ministry of Home Affairs, Government of India, in prescribed bid form and proforma:-

- Two nos. Twin Engine Large Heavy Duty Transport Helicopters 26 seater for lifting of passengers, VIP, VVIP, patient etc. in Arunachal Pradesh and adjoining areas. Approximate utilization of flying hours will be 960 hrs per year (i.e. 80 hrs per month) for the 1<sup>st</sup> helicopter and 1200 hrs per year (i.e. 100 hrs per month) for the 2<sup>nd</sup> helicopter.
- Bidder is to deposit Bid Bond (Earnest Money) of Rs.50.00 (fifty) lakh each for each helicopter in the form of Bank Guarantee as specified in the Detailed Tender Documents. A bidder may submit bid for one or for both the helicopters. Separate bid document should be submitted for each helicopter clearly specifying whether the bid is for 1<sup>st</sup> or 2<sup>nd</sup> helicopter. Other terms and conditions and technical parameters required for the helicopters are specified in the Detailed Tender Documents.
- Detail Tender Documents may be had from the Office of the Director (Civil Aviation), Govt. of Arunachal Pradesh, Naharlagun from 07.12.2011 to 16.01.2012 during office hours from 1000 hours (IST) to 1600 hours (IST) against a request/authority letter, on payment of Tender Fee of Rs.5,000/- (Rupees Five Thousand) (non-refundable) only per bid document by Demand Draft in favour of the Director of Civil Aviation, Govt. of Arunachal Pradesh, Naharlagun, payable on Naharlagun, Arunachal Pradesh.
- Detail Tender Documents may also be collected by post by sending a self addressed stamped envelop along with requisite Tender Fee as mentioned above. The Government of Arunachal Pradesh will however not be responsible for non-reaching of the Tender Documents due to postal delay or misplacement etc.

➤ Tender Documents can also be downloaded from the website-[www.arunachalpradesh.gov.in](http://www.arunachalpradesh.gov.in). The Downloaded Tender Form must be accompanied by the Demand Draft of requisite Tender Fee as mentioned above while submitting Technical Bid failing which the bid shall be rejected forthwith.

➤ Last date and time of receipt of Tender by post or by hand is 1200 hours (IST) on 17.01.2012 in the office of Commissioner (Civil Aviation), Govt. of Arunachal Pradesh, Itanagar.

➤ a) Sealed Tenders will be opened in the office chamber of Commissioner (Civil Aviation), Govt. of Arunachal Pradesh, Itanagar at 1300 hours (IST) on 17.01.2012 by a board constituted by the Government of Arunachal Pradesh. If intervened by a holiday, Tenders will be received /opened at the same time on next working day.

b) After opening of Sealed Packets of Tenders, only the Technical Bids shall be opened on 17.01.2012 at 1300 hrs for scrutiny of the bid documents and technical data etc. The Financial Bids shall be opened on 20.01.2012 at 1000 hrs by the Board. However, if Technical Bid of any bidder is found incomplete, not supported by requisite Bid Bond(s) and/or required documents or deficient of any technical parameters as specified in the Detailed Tender Documents, their Financial Bid shall not be opened and shall be returned to the bidder in sealed condition as submitted by the bidder.

➤ The Government of Arunachal Pradesh reserves the right to reject any or all the bids offer without assigning any reasons thereof.

**Date: 7-12-2011**

**Hage Khoda  
Commissioner (Civil Aviation)  
Govt. of Arunachal Pradesh  
ITANAGAR**

**Copy to:-**

- The Secretary to Governor, Arunachal Pradesh, Itanagar-for information.
- PPS to Hon'ble Chief Minister, Government of Arunachal Pradesh, Itanagar for kind information.
- The Secretary, Ministry of Civil Aviation, Government of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110 003.
- The Director General of Civil Aviation, Government of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110 003. He is requested to nominate & depute a representative from DGCA to

the Tender Opening Board for scrutiny of the Bids. He may also suggest modifications if any required in the Tender Document which is available on the website, to enable us modify the Tender Documents in the Website on or before 22.12.2011, as per clause- 3, Chapter-I.

- The Director (NE-II), Ministry of Home Affairs, (NE-Division) Govt. of India, North Block, New Delhi for kind information. He is requested to nominate a representative from MHA to the Tender Opening Board for scrutiny of the bids. He may also suggest modifications if any required in the Tender Document which is available on the website, to enable us modify the Tender Documents in the Website on or before 22.12.2011, as per clause-3, Chapter-I.
- The Principal Resident Commissioner, Govt. of Arunachal Pradesh, Kautilya Marg, Chanakyapuri, New Delhi for wide publicity of the Notice Inviting Bids.
- The Joint/Deputy Resident Commissioner, Govt. of Arunachal Pradesh, KOLKATA/TEZPUR/MOHANBARI/GUWAHATI- for wide publicity of the Notice Inviting Bids.
- The Director (IPR) Govt. of Arunachal Pradesh, Naharlagun along with 5 spare copies with a request to publish this Notice in one National English Daily Newspaper, one Regional English Daily Newspaper and one Local English Daily Newspaper in one issue on or before 14.12.2011.
- The Deputy Director (IT), Government of Arunachal Pradesh, Itanagar, with a request to put the above Notice Inviting Bid along with Detailed Tender Documents of helicopter (enclosed in CD) in the Government website ([www.arunachalpradesh.gov.in](http://www.arunachalpradesh.gov.in)) with immediate effect till the date of opening of bids i.e. 17.01.2012.
- Office copy.

Date: 7-12-2011

Hage Khoda  
Commissioner (Civil Aviation)  
Govt. of Arunachal Pradesh  
ITANAGAR

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

Telephone No.0360 2212390  
Fax No. 0360 2290251

To, \_\_\_\_\_  
\_\_\_\_\_.

**INVITATION OF BID**

Dear Sirs,

Sealed offers under TWO BID SYSTEM are invited by GOVT. OF ARUNACHAL PRADESH from Non-scheduled Operators Permit Holder registered under DGCA, India, for WET lease of **2 (TWO) nos. Twin Engine, Large, Heavy Duty Transport (26 Seater) helicopter (MI-172 or equivalent type)** for passenger flight services in Arunachal Pradesh and adjoining areas **under subsidy scheme of Ministry of Home Affairs, Government of India, for an initial period of 2(two) years extendable for another one year with mutual consent subject to continuation of subsidy support by 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/MI/HC/2011-12 Dated 07.12.2011
2. Period of initial Contract :- from date of signing of contract agreement or positioning of helicopter whichever is earlier up to 2 (two) years for 1<sup>st</sup> Large helicopter.  
from date of signing of contract agreement or positioning of helicopter whichever is earlier up to 2 (two) years for 2<sup>nd</sup> Large helicopter.
3. A bidder may submit bid for one helicopter or for both the helicopters. If bid is submitted for one helicopter, bidder has to clearly specify whether the bid offer is for 1<sup>st</sup> or 2<sup>nd</sup> helicopter. **Bidders submitting bids for both the helicopter must submit separate bids for both the helicopters with separate tender documents in separate packets clearly specifying whether the bid is for 1<sup>st</sup> or 2<sup>nd</sup> helicopter. Similarly, separate Bid Bonds of Rs.50.00 lakh each should be furnished along with each bid.**

Wet lease of **TWO** numbers **twin engine large** heavy duty transport (26 Seater)(MI-172 or equivalent type) helicopters of latest technology / latest version and complying with the mandatory modifications issued by manufacturer and mandatory modifications as prescribed by DGCA India and other modifications as applicable, for an initial period of **2 (two) years extendable for another one year with mutual consent subject to continuation of subsidy support by Ministry of Home Affairs, Government of India**. The helicopter is to be utilized mainly for passenger services and VIP transportation etc. in hilly areas of Arunachal Pradesh including high altitude locations like Tawang connecting Guwahati and Dibrugarh airport/adjoining areas etc. or any other locations in India. **Flying hour utilization of the two helicopters will be approximately as under:-**

- i) 1<sup>st</sup> Large (MI-172 type) helicopter = 960 hrs per year (i.e. 80 hrs per month).
- ii) 2<sup>nd</sup> Large (MI-172 type) helicopter=1200 hrs per year (i.e. 100 hrs per month).
4. Delivery period :- Bidder to mobilize the helicopter(s) at Naharlagun helipad (near Itanagar), Arunachal Pradesh, within 30 days from the date of issue of letter of intent (LoI).
5. Tender Closing date and time for submission of bids. :-1200 hrs. (IST) on 17.01.2012 .
6. Tender Opening date and time :-1300 hrs (IST) on 17.01.2012 for Technical Bids.  
1000 hrs (IST) on 20.01.2012 for Financial Bids.

**Bidder(s), whose Technical Bids are found unqualified, their Financial Bids shall not be opened on 20.01.2012 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) against each helicopter** in the form of irrevocable Bank Guarantee from any Nationalized or Scheduled Bank of India.
8. Tender Bid Validity up to :-**6 (six) months from the tender opening date i.e. up to 16.07.2012.**
9. Bid Bond Validity up to :-**8 (Eight) months from the tender opening date i.e up to 16.09.2012.**
10. Performance Bank Guarantee
- i) Amount :-**10% of the total contract value** computed for one year, for each helicopter offered (**to be furnished by the successful bidder**) in the form of irrevocable Bank Guarantee from any Nationalized or Scheduled Bank of India.
- ii) Validity :-**2 (Two) months beyond the initial two years period** of the contract and extendable thereafter.

Correspondence Address :-Commissioner Civil Aviation,  
Govt. of Arunachal Pradesh,  
Itanagar  
Phone No. 0360 2212390  
Fax No. 0360 2290251

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 requirement 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/-  
Commissioner (Civil Aviation)  
For Govt. of Arunachal Pradesh  
Itanagar

## INDEX

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 Contract Agreement” | IV   | 34-44    |
| 5.      | ANNEXURE & SCHEDULE:-                           |  |          |
|         | (I)   | Schedule for quoting <b>rates</b> as per <b>Schedule-I</b> attached at <b>page-22</b> (to be submitted in Financial Bid).                                  |          |
|         | (II)  | <b>Company Background and helicopter specifications</b> as per <b>Schedule-II</b> attached at <b>page : 23 - 25</b> (to be submitted with Technical Bid).. |          |
|         | (III)   | Proforma for <b>Bid Bond Guarantee</b> in <b>Annexure-I</b> attached at <b>page: 27 - 29</b> (to be submitted with Technical Bid).                         |          |
|         | (IV)  | <b>Performance Bond Proforma</b> (To be provided if contract is awarded)-in <b>Annexure-II</b> attached at <b>page : 30 -32.</b>                           |          |
|         | (V)   | Proforma Tender letter (To be submitted along with the Technical bid)-in <b>Annexure-III</b> attached at <b>page : 33.</b>                                 |          |

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## 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](http://www.arunachalpradesh.gov.in) from **07.12.2011** onwards. The Tender documents can also be collected from **07.12.2011** onwards from the office of the Director (Civil Aviation), Govt. of Arunachal Pradesh, Naharlagun Phone No.0360- 2245508 Fax No. 0360- 2245261 with a request/authority letter and requisite **Tender Fee of Rs.5,000/-**(Rupees Five Thousand) **only per set of Tender Document**, by **Demand Draft in favour of “Director of Civil Aviation, Government of Arunachal Pradesh, Naharlagun”, payable at Naharlagun**. Bidders using/submitting down-loaded Tender Documents from website must furnish the Demand Draft of Tender Fee along with the Technical Bid unless which the Bid shall be rejected outright. Tender Documents can also be purchased by post by sending a self addressed stamped file size envelop 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. Separate Tender Documents. Separate Tender Documents must be used for submitting bid for each helicopter.
  
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 AT OUR SITE BY 1500 HOURS (IST) ON 22.12.2011.**
  
4. Please ensure that all documents are submitted in English language.
  
5. Please ensure that the **sealed bids** are submitted under “Two Bid System” viz (a)  
**“Technical Bid” and (b) Financial Bid”.**

Please ensure that your bid reaches the Office of the Commissioner (Civil Aviation), Govt. of Arunachal Pradesh, Itanagar before 1200 hrs on **17.01.2012** and should be sent by Registered Air Mail, Courier or Hand delivered. **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.**

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## GENERAL TERMS AND CONDITIONS.

### CHAPTER-II

## 1. REQUIREMENT

Wet lease of 2(TWO) numbers twin engine large transport helicopters (26 seater) for passenger service for an initial period of 2(two) years extendable for additional one year with mutual consent. Bidder is required to keep one back up helicopter of the same type and model in fully airworthy condition with full set of Pilots & crew so that in case of non availability of the contracted helicopter due to any reason whatsoever, the same is provided forthwith for the services as per the contract.

### 1.2 Requirements :-

#### (a) Mission Profile :-

The Helicopters should have certification of manufacturing company and the same should be accepted by DGCA, Ministry of Civil Aviation, Government of India. The helicopter should be capable of flying at higher altitude like Tawang (details of higher altitude flying capacity may be indicated) and return to base with fuel reserve of 30 minutes with comfortable cushioned seats. 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 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 24 to 25 passengers (excluding crews) @ 85 kg each and baggage 10 kg per passenger.

## 2. AVAILABILITY/BASE OF OPERATION

The Helicopters should be mobilized/positioned at Naharlagun helipad (near Itanagar), Arunachal Pradesh which will be the base of operation, within 30 days from the date of issue of letter of Intent (LoI). The expected utilization of the helicopters will be as under: -

- i) 1<sup>st</sup> Large (MI-172 type) helicopter = 960 hrs per year (i.e. 80 hrs per month).
- ii) 2<sup>nd</sup> Large (MI-172 type) helicopter=1200 hrs per year (i.e. 100 hrs per month).

The above flying hour utilization may increase or decrease to some extent as per actual requirement/passenger availability/weather condition to which the bidder shall agree to carryout at the same terms & conditions.

Limited rooms for office/stores at the Naharlagun helipad will be provided to the successful bidder / bidders as per availability. A hangar which can accommodate two large helicopters is available at Naharlagun helipad for housing of the helicopters. If the bids for both the helicopters are awarded to two different bidders, then the rooms & hangers shall be shared equally as per availability. If any additional rooms required to any bidder, same shall be arranged by them outside the helipad at their own cost and arrangements. Office/store rooms and hangar 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/bidders. Arrangement of other required infrastructures along with accommodation and transport for Pilots, crew etc. for the base shall be made by the successful bidder/bidders at their own cost and arrangements.

## 3. DURATION OF LEASE

The lease will be initially for a period of **2 (two) years (as shown below) extendable for another one year with mutual consent subject to continuation of subsidy support by the Ministry of Home Affairs, Government of India.**

- i) **1<sup>st</sup> Large (MI-172 type) helicopter = for 2 (two) years from date of signing of contract agreement or positioning of helicopter whichever is earlier.**
- ii) **2<sup>nd</sup> Large (MI-172 type) helicopter= for 2 (two) years from date of signing of contract agreement or positioning of helicopter whichever is earlier.**

#### **4. VALIDITY OF BIDS**

Bids must be valid for **6 (six) months** from the date of opening of the tender i.e up to **16.07.2012.** **GOVT. OF ARUNACHAL PRADESH may seek induction of helicopter against issue of conditional letter of Intent (LOI), pending finalization/signing of formal contract.**

#### **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).**
- (b) **The helicopter offered must not be more than 5 (five) years old and should not have completed more than 3000 flying hours as on the date of issue of tender.**
- (c) **The bidder must have 2 sets of flying pilots duly trained to fly the offered helicopter, possessing a minimum mountain flying experience of 1000 hours at their credit (individually) as on date of issue of tender and the pilots should be in the direct employment of the bidder for a minimum period of 6 months on the date of bidding (authenticated documents to be furnished in Technical bid).**
- (d) **The bidder may preferably have ISO Certification.**
- (e) **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 the offered helicopter(s) is/are intended to be taken on lease from outside, the successful bidder must register the same under DGCA India and obtain C of A, C of R etc. from DGCA India well in time before positioning the same for State Govt. service. An undertaking to this effect must be invariably enclosed by the bidder with Technical bid.**
- (f) **The Bidder should be in Helicopter flying/Operations business and must have 1 (one) additional helicopter of the same type & model offered against the bid to serve as back up; i.e. if a bidder submits bids for both the helicopters, they should have minimum 3(three) helicopters of tendered/offered type and if a bidder submits bid for 1(one) helicopter, they should have minimum 2 (two) helicopters of tendered/offered type.**
- (g) **The bidder should have PAN / TAN of Income Tax. (copy to be furnished in Technical bid).**
- (h) **The bidder should have Service Tax Registration number. (Copy to be furnished in Technical bid).**
- (i) **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.**

***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) Turnover
  - (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.
- (E) Price bids not submitted as per the specified format of tender.
- (F) Non-submission of solvency certificate (in original) along with Financial bid.
- (G) Past performance of helicopter operators with any state government.

*All the requirements are to be met individually.*

## 6. EVALUATION OF BIDS

Bidder/Bid (Technical and Financial bids) should pass the stipulated requirements as per “**Rejection Criteria**” as specified at para-5.2 above and also to meet the stipulated requirements as per “**Requirement of Bidder-Eligibility Criteria**” at para-5.1 above. The helicopter(s) offered by the bidder should also meet the technical & operational requirements as specified in the tender at **para-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.**

### Financial information to be submitted by bidders:

-Turnover of bidders (in aviation business) : 30% of annualized bid value or more.

-Solvency Certificate : 30% of annualized bid value 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 for the previous consecutive three financial years in aviation business to be considered.
- (c) The Bidder will provide a copy of each of audited Annual Accounts of previous consecutive three financial years i.e. FY 2008-09; 2009-10; 2010-11 (to be submitted with Technical Bids) for ascertaining their turnover.

### **(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:**

1. 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.
  - (ii) The bidder must confirm in their **Technical Bid** the following:
    - (a) The Solvency limit specified in the certificate is equal to or more than 30% of their annualized bid value.
    - (b) The Turnover of the Bidder is equal to or more than 30% of the Annualized bid value.

**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 three 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 charter hire contract for quoted Helicopter(s) 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 envelop in the Office of Commissioner (Civil Aviation), Government of Arunachal Pradesh, Itanagar, Arunachal Pradesh, on or before closing date & time. **Separate Bids should be submitted for each helicopter clearly specifying whether the bid is for 1<sup>st</sup> or 2<sup>nd</sup> Helicopter.**

Each **“Bid”** should contain the following:-

### **“Technical Bid”**

- a) Details of Company and Helicopter(s) offered as per **Scheduled-II** with supporting documents as mentioned therein.
- b) Bid Bond(s) of the requisite value and validity mentioned hereinbefore as per **Annexure-I**
- c) Proforma Tender letter as per **Annexure-III**.
- d) **Undertaking** regarding availability of fully airworthy back up helicopter of the same type and model with full set of crew to be provided to the State Govt. within 48 hours of the operating helicopter becomes unserviceable /grounded.
- e) Documentary evidence of flying experience and list of Pilots and their flying experience as mentioned in **Para-5** above of **Chapter-II**.
- f) Copy of Solvency Certificate with amount blank.
- g) Price Proforma with amount blank
- h) Certificate from Statutory Auditor.
- i) Copies of each of audited Annual Accounts of previous consecutive three financial years i.e. FY 2008-09; 2009-10; 2010-11
- j) Other required & relevant documents such as re-validated 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)and undertaking to obtain DGCA India’s registration & C of A within stipulated period, as mentioned in the Tender.
- k) Specimen “Deed of Wet Lease Agreement” as at **Chapter-IV** **duly accepted/signed with seal in each page.**

### **“Financial Bid”**

Schedule of rates duly filled in and signed with seal as per **Schedule-I** attached.

Solvency certificate in original.

Other required & relevant documents as mentioned in the Tender.

Both the Technical & Financial bids are to be kept in separate sealed envelopes with proper marking at the top corner of the envelop as under:-

**“Financial Bid”- Tender No.DCA/MI/HC/2011-12 Dated 07.12.2011.**

**For 1<sup>st</sup> / 2<sup>nd</sup> helicopter (specify 1<sup>st</sup> or 2<sup>nd</sup> helicopter accordingly)**

**“Technical Bid”- Tender No.DCA/MI/HC/2011-12 Dated 07.12.2011.**

**For 1<sup>st</sup> / 2<sup>nd</sup> helicopter (specify 1<sup>st</sup> or 2<sup>nd</sup> helicopter accordingly)**

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

**“Tender for Wet Lease of 1<sup>st</sup> / 2<sup>nd</sup> helicopter (specify 1<sup>st</sup> or 2<sup>nd</sup> helicopter accordingly) against NIT No. DCA/MI/HC/2011-12 dated 07.12.2011”**

**To The Commissioner (Civil Aviation),  
Govt. of Arunachal Pradesh**

Please ensure that your bid reaches the above office of Govt. of Arunachal Pradesh before **1200 hrs on 17.01.2012** 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.**

**8. 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.**

**9. 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.

**10. 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 contract. Bidders must quote in Indian Rupees their prices/amounts in Financial Bid in accordance with the Schedule-I**

**11. BID VALIDITY EXTENSION-** GOVT. OF ARUNACHAL PRADESH shall have right for extension(s) of Bid validity at its sole discretion. In case bidder/bidders do not agree to the extension(s), the bid bond would be returned to those bidder/bidders.

**12. 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 each 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 10% of the total contract value, towards performance of contract, **valid for 2 months beyond the date of initial two years period of contract and extendable thereafter with mutual consent for 1 (one) more year, 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 :-

- a) If the tender is withdrawn during the bid validity period or any extension thereof agreed by the

bidder.

- b) 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 contract.
- c) If the successful bidder seeks modifications to the agreed terms and conditions.
- d) **If the successful bidder refuses to satisfactorily carry out /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.

13. **Bids received without bid bonds (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.**

14. **PERFORMANCE GUARANTEE**

The successful bidder shall furnish the required performance Guarantee bond (10% of total contract value computed for one year of the helicopter offered) from any Nationalized Bank or Scheduled Bank in India, as per Annexure-II, within **15 (fifteen) days of LOI. If a bidder wins bid for both the helicopters, separate Performance Guarantee shall have to be furnished.**

15. Late bids will not be accepted or considered.

16. **RATES**

**The rates quoted by the bidder shall include all taxes, levies, duties, costs etc. except service tax (payable to the Government of India), leviable under the contract including personal tax liabilities of the Bidder and their sub-bidders and associates. The Service Tax at the prevailing rate shall be paid to the operator(s) by the State Government /MHA, Govt. 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 etc.**

17. **SIGNING OF THE CONTRACT**

The successful bidder, after receipt of Letter of Intent (LoI) shall have to sign a **Deed of Wet Lease Agreement** with the State Government. 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 in 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. Separate Deed of Wet Lease Agreements for both the helicopters (i.e. 1<sup>st</sup> & 2<sup>nd</sup> Large helicopters) shall have to be signed if a single bidder becomes successful bidder.

18. **Only those bidders who own/possess the title to the helicopter offered (including the back-up helicopter) or having lease agreement with the owner of the helicopter, on the date of their offer are eligible to quote. Proof of ownership or possession of the title helicopter(s) such as Copy of bidder’s NSOP with the offered helicopters duly endorsed on its NSOP revalidated up to date and / or lease agreement of not less than 3 (three) years period from the date of issue of tender along with copies of updated airworthiness certificate of competent authority for such lease helicopter shall be invariably enclosed with Technical**

Bid. For such lease helicopter(s), successful bidder(s) shall have to obtain C of A & C of R from DGCA India, well in time before positioning of the helicopter(s) for State Govt. service by delivery time.

19. While quoting the fixed and firm rates, the bidder must quote the following:-
  - a) Fixed Monthly Charges per helicopter.
  - b) Hourly Flying Charges
  - c) Mobilization/Demobilization charges (lump-sum amount) for mobilizing the helicopter at Naharlagun helipad, Arunachal Pradesh at the commencement of the contractual service and at the end of the contractual service.
20. The bidder must ensure that the offered Helicopter(s) will have adequate maintenance support with necessary ground support equipment and spares to sustain the required flying commitments per annum/month per helicopter as mentioned hereinbefore during the period of contract. **Bidder shall also confirm that the Helicopter will not require to be exported out of India for maintenance during the contract period.**

Under this tender for wet lease, the successful bidder shall be responsible for supply of aircraft at Naharlagun base, Arunachal Pradesh and for arrangement of infrastructural facilities for inspection & maintenance of their helicopters with spare parts, full strength of Pilots & crew along with their accommodation and transportation, fuel, insurance, etc. with regard to operation of the helicopter(s). 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 two nos. tendered helicopters on share basis (if both contracts are awarded to different operators). 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 any 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.

21. Bidder must furnish the present location of the offered helicopter in India and time required for mobilization at Naharlagun helipad, Arunachal Pradesh.
22. **Current /Revalidated copy of Airworthiness Certificate of the helicopter/helicopters (main and back-up helicopters) offered must accompany the Technical bid.**
23. **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.**
24. **GOVT. OF ARUNACHAL PRADESH shall not entertain any third party involvement in the contract nor shall any commission/brokerage be allowed to be paid to any third party within or outside India.**

25. 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 aircraft in India as per CAR Section 3. Series C Part-I.
  - b) Requirement for installation of Aircraft 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.
26. The offered Helicopter(s) must comply with mandatory modifications issued by manufactures. Mandatory modifications prescribed by DGCA, India and miscellaneous modifications which are applicable, must be complied with.
27. The CARs referred above and other relevant details required may be down loaded from DGCA, India web site: [WWW.dgca.nic.in](http://WWW.dgca.nic.in) or collected from DGCA office.
28. 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 or Regulatory Authority in India.
29. The selected bidder(s), at the time of delivery of Helicopter shall provide all aircraft documents like aircraft 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.
30. **The helicopter will operate under Bidders 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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### CHAPTER-III

#### **STANDARD TERMS & CONDITIONS FOR WET LEASE CONTRACT AGREEMENT OF HELICOPTER(S) WITH SUCCESSFUL BIDDER**

- 1.1 The Agreement(s) shall be deemed to have come into effect from the effective dates as under, subject to mobilization of the helicopter(s) by the successful bidder(s) as per LoI issued to them: -
- i) **1<sup>st</sup> Large (MI-172 type) helicopter = for 2 (two) years from date of signing of contract agreement or positioning of helicopter whichever is earlier.**

ii) **2<sup>nd</sup> Large (MI-172 type) helicopter= for 2 (two) years from date of signing of contract agreement or positioning of helicopter whichever is earlier.**

1.2 Bidder shall provide the helicopter/helicopters 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 in its operations in India as may be agreed once between the parties.** The bidder agrees that the helicopter/helicopters would be utilized (i) @ 960 hrs per year (i.e. 80 hrs per month) for the 1<sup>st</sup> large helicopter and (ii) @ 1200 hrs per year (i.e. 100 hrs per month) for the 2<sup>nd</sup> large helicopter which may increase or decrease depending upon actual requirement/availability of passengers/weather condition etc to which the bidder(s) shall agree at same terms & conditions.

## 2. 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 from which this contract comes into effect.
- d. **“Initial Period of Contract”** means the period beginning from the Effective Date and ending within up to **2(two) years** from the effective date counted from Gregorian calendar basis.
- e. **“Emergency”** means any situation which in the opinion of Bidders 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 contract.
- 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. **“Watch Hours”** means the time notified by the Airport Authority of India from time to time for normal operation of different airports.
- m. **“Programme”** means a written requisition of the helicopter for a day indicating time of departure, destination, and approximate flight time.
- n. **“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.
- o. **“Total contract Value”** means the total charges for **2(two) years initial contract period**

against the fixed monthly charges and hourly flying charges (@ 80 hrs per month for 1<sup>st</sup> helicopter and @ 100 hrs per month for 2<sup>nd</sup> helicopter) for the helicopter(s) offered plus Mobilization Charges & Demobilization Charges.

- p. "Delivery Date" means the date by which the Bidder is to mobilize the helicopter at the designated base for operation.
- q. "Services" mean helicopter services carried out by the Bidder and its personnel under this agreement.
- r. "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.
- s. "Flying Time" with respect to a helicopter would mean the time from "Rotor starts" of that helicopter till "Rotor-stops".

### 3. DELIVERY OF HELICOPTER

The Bidder(s) undertakes to deliver the Helicopter(s) at **Naharlagun Helipad, Arunachal Pradesh**, India on or before the Delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The successful Bidder(s) shall ensure that their helicopter(s) shall be ready for operations at Naharlagun helipad within **30 days** from the date of Letter of Intent (LOI)/signing of contract whichever is earlier. Should the helicopter(s) not inducted at the designated base by the Delivery Date, the Govt. of Arunachal Pradesh shall have the right to act as under:-

"Accept the helicopter(s) on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of one year's total contract 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 contract without being liable to pay any charges whatsoever to the Bidder(s) and forfeit the Bid Bond."

### 4. PERIOD OF CONTRACT

The contracts will be for an initial period of **2(two) years** as under subject to positioning of the helicopter(s) by the successful bidder(s) at Naharlagun helipad as per LoI: -

- ii) **1<sup>st</sup> Large (MI-172 type) helicopter = for 2 (two) years from date of signing of contract agreement or positioning of helicopter whichever is earlier.**
- ii) **2<sup>nd</sup> Large (MI-172 type) helicopter = for 2 (two) years from date of signing of contract agreement or positioning of helicopter whichever is earlier.**

### 5. INDEMNITY

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

### 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 labour 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 aircraft.
- c) Passenger liability insurance liability is to indemnify in respect of all sums which shall become legally payable for or for admitted liability of **Rs.7,50,000/- per passenger for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract 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) Personnel 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 equivalent of US\$1250. Each and every claim but not applicable to claim arising from an accident to the carrying aircraft 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) for any one occurrence.

## 7 INSPECTION OF HELICOPTER(S)

The helicopter(s) should be available for inspection at sight 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.

## 8 DOWN TIME

The Bidder(s) 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.**

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.
- c. Mobilization/Demobilization charges(lump-sum) for positioning /first induction of the helicopter(s) at Naharlagun helipad and withdrawal from Naharlagun after expiry of the contract.

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 contract 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 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.**

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.15,000/- (Rupees fifteen 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.**

#### **PRODUCTION OF INVOICE**

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

2. 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).

3. The successful bidder will submit an invoice for the mobilization/demobilization charges specified in Clause 9.1(c), if applicable, up to completion of mobilization/demobilization as the case may be.

4. **The Invoices(i.e. bills), on receipt from the successful bidder(s), shall be verified and after satisfaction duly verified/certified invoices along with relevant documents shall be sent by the Government of Arunachal Pradesh to the Ministry of Home Affairs(MHA). The MHA will make payment of 75% subsidy amount of the invoices after deducting passenger fare revenue collection, directly to the successful bidder and send a copy of such sanction order to the State Government. The State Government, on receipt of copy of sanction order from MHA, will make payment of the balance amounts of the invoices to the successful bidder.**

#### **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 bidder. The Service Tax at prevailing rate shall be paid to the successful bidder on their monthly bills by State Government/MHA, 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 etc.

#### **➤ 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. 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 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 big hangar that can accommodate two large helicopters shall be made available by the State Government on equal share basis if two different bidders are awarded the two helicopter contracts. 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) 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.
  - m) 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.
  - n) For each and every flight commitment, the successful bidder shall obtain necessary clearances from all concerned authorities including weather briefings.
  - o) There should be sufficient copies of Safety Manuals in flight for passengers.
  - p) Spare forms for reporting incidents/occurrences should be available with the operating

**pilots.**

➤ **CHARTERER'S RESPONSIBILITIES**

1. 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.

➤ **TERMINATION**

1. **(a) TERMINATION ON EXPIRY OF THE TERMS:-**

**The agreement(s) shall be deemed to have been automatically terminated on the expiry of the contract period of 2 (two) years 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. The State Govt. shall not be liable to pay any charges (other than demobilization charges) after the date of termination of agreement.

2. **(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.**

3. **(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.

**REPLACEMENT OF HELICOPTER**

5 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 back up helicopter within 48 hours at the total risk and cost of Bidder including ferrying charges which may arise on this account.

**JURISDICTION AND APPLICABLE LAWS**

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

**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.

### **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 contract 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 can not be settled by parties within 30 days from the date of consultation, such dispute shall be submitted to 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.

### **PERFORMANCE**

The Bidder undertakes to perform all their services under this contract 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 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 contract.**

### **PERFORMANCE BOND**

The Successful Bidder shall furnish to State Govt. within 30 (thirty) days of issue of the written order/fax for chartering 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 equivalent to **ten percent (10%) of the total contract value computed for one year** 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 contract. The performance Bonds validity/value shall be renewed by the Bank in case the contract 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.

**Separate Performance Guarantee for each helicopter shall have to be furnished if a single bidder becomes successful bidder for both the helicopters.**

### **24 CONSEQUENTIAL DAMAGE**

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

**25 SEVERABILITY**

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

26 The above clauses are the standard terms and conditions not all inclusive and cover broad terms only. The contract 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 TWO TWIN ENGINE LARGE HELICOPTERS.  
Tender No.DCA/MI/HC/2011-12(Financial Bid) Dated 07.12.2011.**

**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 for 1<sup>st</sup>/2<sup>nd</sup> Large helicopter  
(specify clearly whether rates quoted are for 1<sup>st</sup> or 2<sup>nd</sup> helicopter)**

Rate/Helicopter/month/  
hour (in figures and words)

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

**Hourly Flying Charge Rate** :

3. **Mobilization Charges if any** :  
(to be quoted in lump-sum) for first  
induction of the helicopter at  
Naharlagun Base  
(at the commencement of contract)

4. **Demobilization charges, if any** :  
(to be quoted in lump-sum) for removal  
of the helicopter from Naharlagun Base  
after expiry of the contract

**Note:-**

**Financial Bid would be evaluated based on total contract value for 2 years.  
All above rates to be quoted exclusive of Service Tax.**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

\*\*\*\*\*

**(To be submitted with "Technical Bid")**

**SCHEDULE-II**

**GOVERNMENT OF ARUNACHAL PRADESH**

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

Tender No. DCA/MI/HC/2011-12 (**Technical Bid**) Dated **07.12.2011**.

**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 :  
If not registered in the Bidders Name  
What is the arrangement with the  
Owner(Proof of possession i.e Regist-  
ration Certificate/Lease Agreement 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 /under Lease Agreement  
(Proof of possession i.e. registration  
Certificate/Lease Agreement 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, nav/comm. equipments  
etc. available on board of the h/c offered:
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. Have company's helicopters been :  
involved in any fatal accident in  
past 5 years. If yes, please give brief  
details of cause of accident. Details of  
other significant accident/incident  
may also be provided.
28. List of existing clients :
29. Whether General terms & condition :  
-Chapter II and Standard Terms &  
Conditions- Chapter III are fully acc-  
eptable.
30. Confirmation regarding provision of :  
the insurance cover for helicopter(s)  
passengers and third party(**attach copy**

of policy/certificate) as per tender requirement)

- 31 Will total work be handled by bidder? :
- 32. 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  
para 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**

*(If a Bidder submits bid for both helicopters, Separate Bank Guarantee as Bid Bond for each helicopter shall have to be furnished)*

**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 contract(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 contract consisting of the IOB/Documents as the offer and the submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by GOVERNMENT OF ARUNACHAL PRADESH. The consideration for this separate initial contract preceding the main contract 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 contract 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 contract between the parties.

2. Therefore, we \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_(hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrator and executors hereby issue this irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of Rs.50.00 lakh (Rupees fifty lakhs only) per helicopter at any time immediately on such demand without any demur, reservation, recourse, context or protest and/or without any reference to the Bidder and any such demand made by GOVERNMENT OF ARUNACHAL PRADESH on the Bank shall be conclusive and binding notwithstanding any difference between GOVERNMENT OF ARUNACHAL PRADESH and the Bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever, we also agree that the guarantee herein contained shall be irrevocable unless it is discharged earlier by GOVERNMENT OF ARUNACHAL PRADESH in writing. This guarantee shall not be determined/discharged/affected by the liquidation winding up dissolution, or insolvency of the Bidder and will remain valid, binding and operative against the bank.

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

4. The Bank further agree that as between the Bank and GOVERNMENT OF ARUNACHAL PRADESH for the purpose of this guarantee any notice for the breach of the condition contained in IOB and

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

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

6. Notwithstanding anything contained herein above our liability under this guarantee is limited to **Rs.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 para 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, contract is awarded to the Bidder (hereinafter referred to as Bidder) the validity of this Bank Guarantee will stand automatically extended until the Bidder furnishes to GOVERNMENT OF ARUNACHAL PRADESH a Bank Guarantee for 10% of contract value towards performance guarantee for satisfactory performance of the contract. 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 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 CONTRACT IS AWARDED**

*(If a Bidder submits bid for both helicopters and becomes successful bidder for both the helicopters, Separate Bank Guarantee as Performance Bond for each helicopter shall have to be furnished)*

**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

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 contract dated \_\_\_\_\_(herein after called the Contract 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 contract having been unequivocally accepted by the Bidder resulting in a contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ value at Rs. \_\_\_\_\_(Rupees. \_\_\_\_\_) ( \_\_\_\_\_ in words) 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 contract to the extent of **10% of the value of the contract** of **one year period** Rs. \_\_\_\_\_ 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 \_\_\_\_\_ (Rupees \_\_\_\_\_) (in words) 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 contract by the Bidder or vary the terms of the Contract. 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 contract 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 contract is extended beyond the initial period of **2 (two) years** it shall extend the Bank Guarantee for **another period for up to one year** 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 contract i.e complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of GOVERNMENT OF ARUNACHAL PRADESH under or by virtue of this contract 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. \_\_\_\_\_ (Rupees \_\_\_\_\_) 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 and 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 **two** twin engine large heavy duty transport Passenger, 26 seater (MI-172 or equivalent type) helicopter, in full cognizance and compliance with these aforesaid conditions and the regulations of local Government authorities. We the undersigned, hereby offer to provide **1<sup>ST</sup> / 2<sup>ND</sup> (write the correct option) Large 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 CONTRACT 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 contract between us upon the terms of this TENDER, of the price schedules accompanying the same.**

3. We shall be prepared for the services, to provide the service on the location to commence on receipt of **your tele fax of intent** 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 **6 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

\_\_\_\_\_.

**CHAPTER-IV**

**SPECIMEN**

**of**

**DEED OF WET LEASE AGREEMENT**  
**(1<sup>st</sup>/2<sup>nd</sup> Large Helicopter)**

**NO.** Dated, Itanagar, the \_\_\_\_\_, 2010.

**THIS DEED OF WET LEASE AGREEMENT** is hereby executed on this \_\_\_\_\_day of \_\_\_\_\_ 2012 by and in between Governor of Arunachal Pradesh represented by the Commissioner (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 Large** ..... Twin Engine (26 Seater,) Helicopter for ferrying of Passengers etc., to be operated 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:-**

1.1 The Agreement shall come into effect from **the effective date i.e. from** ....., 2012 for

contractual service of Arunachal Pradesh Government.

Accepted

(Signature of Bidder with Seal)

- 1.2 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.
- 1.3 The Lessor shall facilitate the Lessee minimum utilization of the **Helicopters @ 80 hours/100 hours per month i.e. 960 hours/1200 hours per year** which may increase or decrease to which the Lessor shall comply without any condition. **(relevant flying hour ceiling limit for 1<sup>st</sup> or 2<sup>nd</sup> Large helicopter as per tender documents to be reflected accordingly while executing the agreement)**

## 2. 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- the place from where the helicopter shall normally be operated, managed, maintained, parked and stationed.
- b. "Lessor's Representative" means person or persons duly authorized by the Lessor designates having authority to act on behalf of the Lessor.
- c. "Area of Operation" means State of Arunachal Pradesh & related areas.
- d. "**Initial Period of Contract**" means the period beginning from the Effective Date (i.e from \_\_\_\_\_ subject to positioning of the helicopter as per LoI and ending within up to **2 (two) years**, the Effective Date counted on Gregorian calendar basis.
- e. "Emergency" means any situation which in the opinion of Lessee's authorized representative of Government of Arunachal Pradesh in 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 Government 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 contract.
- i. "Scheduled/Unscheduled Maintenance" means maintenance required for helicopter as per DGCA's regulations and as prescribed by manufacturer and defect rectification etc.
- j. "Regulatory Authority" means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- k. "Watch Hours" means the time notified by the Airport Authority of India from time to time for normal operation of different airports.

- l. "Programme" means a written requisition of the helicopter for a day indicating time of departure, destination, approximate flight time etc.

**Accepted**

**(Signature of Bidder with Seal)**

- m. "Force Majeure" would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, epidemic, any Governmental restraint and any such other cause which is not reasonably within the control of either party claiming, force majeure. Financial distress would, however, not constitute Force Majeure.
- n. **"Total contract Value"** means **fixed monthly charges and hourly flying charges for a period of two years** for the contracted helicopter.
- o. "Delivery Date" means the date by which the Lessor is to mobilize the helicopter at the designated base for operation.
- p. "Services" means helicopter services carried out by the Lessor and its personnel under this agreement.
- q. "Operational Day" for a helicopter would mean time commencing from first sortie as per daily flight schedule to the estimated time of landing of last sortie of the day.
- r. "Flying Time" with respect to a helicopter would mean the time from "rotor starts" of the helicopter till "rotor stops".

Headings are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

**3 DELIVERY OF HELICOPTER**

The Lessor undertakes to deliver the Helicopter at **Naharlagun Helipad, Arunachal Pradesh, India** on or before the Delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The successful Bidder shall ensure that their helicopter shall be ready for operations at Naharlagun helipad within **30 days** from the date of Letter of Intent (LoI). Should the helicopter not inducted at the designated base by the Delivery Date, the Govt. of Arunachal Pradesh may act as under: -

**"Accept the helicopter(s) on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of one year's total contract 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 contract without being liable to pay any charges whatsoever to the Bidder(s) and forfeit the Bid Bond."**

**4. PERIOD OF CONTRACT**

This contract will be for an initial period of **2 (two) years** from ..... to ..... ,extendable for additional period of one year with mutual consent, subject

to positioning of the helicopter as per LoI—correct option to be reflected while executing the agreement).

**Accepted**

**(Signature of Bidder with Seal)**

**5. INDEMNITY**

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

**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 labour 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 aircraft.
- c) Passengers insurance liability is to indemnify in respect of all sums which shall become legally liable to pay for or for admitted liability of **Rs.7,50,000/-** per passenger for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract 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) Personnel 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 equivalent of US\$1250 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.

**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

**Accepted**

**(Signature of Bidder with Seal)**

8.  
9.

**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.

- 10.

**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.**
- c) **Mobilization/Demobilization charges (lump-sum) for first induction of the helicopter at Naharlagun helipad, Arunachal Pradesh at the beginning of the contract and withdrawal of the helicopter after expiry of the contract @ Rs. \_\_\_\_\_ (Rupees ..... ) only.**

11. **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 contract 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.

- 12.

**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.15,000/- (Rupees fifteen 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.

Accepted

(Signature of Bidder with Seal)

13. **PRODUCTION OF INVOICE**

- a. The Lessor will submit an invoice (bill) for **Fixed Monthly Charges** for the contracted helicopter as mentioned in **Clause 9(a)**.
- b. 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.
- c. The Lessor will submit an invoice (bill) for the **mobilization/demobilization charges** specified in **Clause 9(c)**, supported by relevant documents, up to completion of mobilization/demobilization as the case may be.
- d. **The Invoices(i.e. bills), on receipt from the Lessor, shall be verified by the Lessee and after satisfaction, duly verified/certified invoices(bills) along with relevant documents shall be sent to the Ministry of Home Affairs(MHA), Government of India. The MHA will make payment of 75% subsidy amount of the invoices (bills) after deducting passenger fare revenue collection, directly to the Lessor and send a copy of such sanction order to the State Government (Lessee). The State Government, on receipt of copy of sanction order from MHA, will make payment of the balance amounts of the invoices (bills) to the Lessor.**

14. **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 bidder. **The Service Tax at prevailing rate shall be paid to the successful bidder on their monthly bills by State Government/MHA, 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 etc.

15. **RESPONSIBILITIES OF THE LESSOR**

- 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/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 tax 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) 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 big hangar that can accommodate two large helicopters shall be made available by the State Government on equal share basis if two different bidders are awarded the two helicopter contracts. 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) 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.

m) 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.

n) For each and every flight commitment, the successful bidder shall obtain necessary clearances from all concerned authorities including weather briefings.

o) There should be sufficient copies of Safety Manuals in flight for passengers.

p) Spare forms for reporting incidents/occurrences should be available with the operating pilots.

Accepted

(Signature of Bidder with Seal)

16. **CHARTERER'S (LESSEE'S) RESPONSIBILITIES**

- a. The State Govt. will furnish to the Lessor on daily basis or by a weekly programme, the programme of the work 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 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 out side 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 at Naharlagun helipad. A big hangar which can accommodate two large helicopter shall be made available for parking/housing of the contracted helicopter which shall be allowed on equal share basis for operators of the two helicopter contracts. 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 tax/fees 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.**

17. **TERMINATION**

a. **TERMINATION ON EXPIRY OF THE TERMS**

This agreement shall stand automatically terminated on the expiry of the contract 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 (other than demobilization 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)**

18. **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.

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

20. **FORCE MAJEURE**  
In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the party affected by such force majeure shall after notice under the relevant Article be suspended for the period during which such cause lasts. The terms “**FORCE MAJEURE**” as employed herein shall mean acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and 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.

21. **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 contract or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the parties. If the disputes can not be settled by parties within 30 days from the date of consultation, such dispute shall be submitted to 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)**

22. **PERFORMANCE**  
The Lessor undertakes to perform all their services under this contract 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 contract.

23. **PERFORMANCE GUARANTEE**

The Lessor shall furnish to State Govt. within 30(thirty) 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 equivalent to **ten percent (10%) of the total contract value computed for one year's contract value 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 contract period of two years. The performance guarantee validity/value shall be renewed by the Bank in case the contract 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.

**Separate Performance Guarantee for each helicopter shall have to be furnished if a single bidder becomes successful bidder for both the helicopters and is invited to sign contract agreements.**

24. **CONSEQUENTIAL DAMAGE**

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

25. **SEVERABILITY**

Should any provision of this Contract 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)**

26. **NOTICE**

