

**GOVERNMENT OF ARUNACHAL PRADESH**

**TENDER DOCUMENTS**

**FOR**

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

**TENDER NO.DCA/NIT/MI/TWG/2008-09 Dated 29/04/2008.**

**GOVERNMENT OF ARUNACHAL PRADESH**  
**ITANAGAR**

Civil Aviation Department  
Itanagar  
Arunachal Pradesh

Telephone No.0360 2212390

Fax No. 0360 2212390

**Tender No.DCA/NIT/MI/TWG/2008-09 Dated 29/04/2008.**

To,

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**INVITATION OF BID**

Dear Sirs,

Sealed offers under TWO BID SYSTEM are invited by GOVT. OF ARUNACHAL PRADESH from Scheduled/non-scheduled Operators for WET lease of ONE number twin Engine Large Heavy Duty Transport (Passenger 24-30 Seater / 3 MT Pay load )helicopter (MI-172 or equivalent type) for passenger flight service from Guwahati to Tawang etc. under subsidy scheme of Ministry of Home Affairs, Government of India, for an initial period of **1(one) year** with an option for renewal/extension for another one year at same rates, terms & conditions 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/NIT/MI/TWG/2008-09 Dated 29/04/2008.
2. Description

Wet lease of ONE number twin engine large heavy duty transport Passenger (24-30 Seater / 3 MT Pay load)(MI-172 or equivalent type) helicopter for an initial period of one year with option for renewal/extension for another one year at same rates, terms & conditions 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 Guwahati-Tawang sector etc. in Arunachal Pradesh or any other location in India. Monthly utilization is likely to be 52 hours.

3. Delivery period :-Bidder to mobilize the helicopter at **Guwahati Airport** within 15 days from the date of letter of intent.
4. Tender Closing date and time for submission of bids. :-**1200 hrs. (IST) on 29.05.2008**
5. Tender Opening date and time:-**1300 hrs (IST) on 29.05.2008 for Un-Price Bids**  
**1000 hrs (IST) on 30.05.2008 for Price Bids**

**Bidder(s), whose Un-price Bids are found incomplete, not supported by Bid Bond and/or deficient of any technical parameters, their Price Bids shall not be opened and shall be returned to the bidder in sealed condition as submitted by them.**

6. Bid Bond (Bank Guarantee) :-**20 (Twenty) lakh.**
7. Tender Bid Validity upto :-**6 (six) months from the tender opening date i.e upto 29.11.2008.**
8. Bid Bond Validity up to :-**8 (Eight) months from the tender opening date i.e up to 29.01.2009.**
9. Performance Bank Guarantee
- i) Amount :-**10% of the total contract value for the helicopter offered (to be furnished by the successful bidder)**
- ii) Validity :-**2 (Two) months beyond the initial one year period of the contract and extendable thereafter.**
- Correspondence Address :-**Commissioner Civil Aviation,  
Govt. of Arunachal Pradesh,  
Itanagar  
Phone No. 0360 2212390  
Fax No. 0360 2212390**

The tender will be governed by the instructions to bidder as per **Section-I**, General Terms & Conditions as per **Section-II** and Standard Terms and Conditions (not all inclusive) placed at **Section-III**.

“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,

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

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THE SET OF BID DOCUMENT CONTAINS THE FOLLOWING

SL. NO.	DESCRIPTION	SECTION	PAGE NO.
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3.	Standard Terms & Conditions	III	9-16
4.	ANNEXURE & SCHEDULE:-		
	(I)	Rates Schedule as per <b>Schedule-I</b> attached.	
	(II)	Company Background and helicopter specifications as per <b>Schedule-II</b> attached.	
	(III)	Proforma for Bid Bond Guarantee. <b>Annexure-I</b>	
	(IV)	Performance Bond Proforma ( To be provided if contract is awarded)- <b>Annexure-II</b>	
	(V)	Performa Tender letter (To be submitted along with the Unpriced bid)- <b>Annexure-III.</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.arun-aviation.nic.in](http://WWW.arun-aviation.nic.in) from **29.04.2008** onwards. The Tender documents can also be collected from **29.04.2008** onwards from the office of the Commissioner (Civil Aviation), Govt. of Arunachal Pradesh, Itanagar Phone No.0360- 2212390 Fax No. 0360- 2212390 with a request/authority letter.
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 AVAILIABLE AT OUR SITE BY 1500 HOURS (IST) ON 15.05.2008.**
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) “Unpriced Bid” and (b) Priced Bid”.

Please ensure that your bid reaches the Office of the Commissioner (Civil Aviation), Govt. of Arunachal Pradesh, Itanagar before 1200 hrs **29.05.2008** 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.

### 1. REQUIREMENT

Wet lease of ONE number twin engine large helicopter for an initial period of **1(one) year** subject to extension for additional one year at same rates, terms & conditions. **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(1) Requirements:-

The Helicopter should have certification of manufacturing company and the same should be acceptable to DGCA, Ministry of Civil Aviation, Government of India. **The Helicopter should have capacity to carry up to 24 pax @80 Kgs. + 20 Kgs. Baggage for each passenger with fuel.** The helicopter should have capacity for night flying and landing with qualified pilots for night flying. **Must to be twin engine helicopter.** The pilots and Air crews to be deployed on the Helicopter should also be technically qualified and professionally competent. **At least one Pilot in each flight commitment should be Indian national.** Technical specification of the machine including safety parameters may also be given.

1(2) **The helicopter should be technically fit for flying in high altitude routes like Guwahati—Tawang and should be equipped with aviation oxygen mask facility for passengers.**

1(3) **The helicopter should be preferably new i.e. not more than 5 (five) years of age as on the date of opening of tender (documentary evidence of manufacturing date should be furnished with the technical bid). However, if the helicopter of the lowest bidder is more than 5 (five) years of age, then the lowest successful bidder will have to replace the helicopter within first 6 (six) months of operation and an undertaking to that effect is to be furnished in the technical bid. Failing to replace the helicopter by the successful bidder with a new helicopter of the prescribed age within the first six months of operation, the state Government will have the sole discretion to terminate the contract or to extend time for the said replacement considering satisfactory performance.**

### 2. AVAILABILITY/BASE OF OPERATION

The Helicopter should be mobilized at **Guwahati Airport** which will be the **base of operation** within 15 days from the date of issue of letter of Intent. The expected utilization is around **52 hrs. per month** which may be more or less subject to requirement.

**Arrangement of hangar and other required infrastructures along with accommodation and transport for Pilots, crew etc. for the base at Guwahati Airport shall be made by the successful bidder at their own cost and arrangements.**

### 3. DURATION

The lease will be initially for a period of **1 (one) year** extendable at the option of GOVT. OF ARUNACHAL PRADESH for additional period of **one year** at the **same rates terms and conditions** subject to continuation of subsidy support by the Ministry of Home Affairs, Government of India.

#### 4. VALIDITY OF BIDS

Bids must be valid for **6 (six) months** from the date of opening of the tender i.e up to **29.11.2008** GOVT. OF ARUNACHAL PRADESH may seek induction of helicopter against issue of conditional letter of Intent (LOI), pending finalization/signing for formal contract.

#### 5. REQUIREMENT OF BIDDER

**The Bidder as a Company must be currently in the business of operating helicopter services in onshore especially in mountain terrain. The Bidder should provide necessary authenticated documentary evidence of their flying experience in the Unpriced Bid. The Bidder should be in Helicopter flying/Operations business, preferably having ISO Certification and must have 2 (two) helicopters of the same type & model offered against this bid. Bidder should also have sufficient experience of flying in mountain terrain.**

#### 6. EVALUATION OF BIDS

The bidder is to meet the stipulated requirements and the helicopter offered by the bidder should also meet the technical & operational requirements as specified in the tender and thereafter the Price bids would be evaluated.

#### **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
- Net-worth of Bidder : Positive

#### **Note:**

- (a) **\*\*The solvency certificate will be accepted not older than six months from the date of un-priced bid submission. The bidder will have to submit solvency certificate from Nationalized or Scheduled banks of India.**
- (b) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years in aviation business to be considered.
- (c) The bidder will provide a copy of each of audited annual report of pervious two financial years (to be submitted with Un-priced Bid) for ascertaining their turnover & net-worth.
- (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**
  - (i) The Solvency Certificate should be kept in the sealed envelope containing the **Price Bid**. A copy of the Solvency Certificate with the amount **blanked out** must also be kept in the un-priced bid.

- (ii) The bidder must confirm in their **Un-Priced 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 in correct later on after opening of price bids then their bids will be rejected and the bidder will be debarred for next three years.

- 6 The bidder should also furnish **a Certificate (to be submitted with Un-priced Bids) from his 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 in addition to their present jobs and planned jobs on hand in the aviation business.

#### 7. SUBMISSION OF BIDS

- 7(1) The bidders are requested to submit their bids under two bid systems in a Sealed envelop in our office before closing date & time.

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

##### **“Un-Priced Bid”**

- a) Details of Company and Helicopter offered as per **Scheduled-II**.
- b) Bond of the requisite value and validity as per **Annexure-I**
- c) Performa 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. in two days notice.
- e) Documentary evidence of flying experience as mentioned in **Para5** above of **Section-II**.
- f) Copy of Solvency Certificate with amount blank.
- g) Price Performa with amount blank
- h) Certificate from Statutory Auditor.
- i) Other required & relevant documents such as **C of A Certificate** etc. as mentioned in the Tender.
- j) Undertaking about replacement of the helicopter in terms of clause-1.3 of Section-II.
- k) Documents about age of helicopter offered.
- l) Certificates of registration of the Company under Scheduled/Non-Scheduled category.

##### **“Priced Bid”**

- a) Schedule of rates as per **Schedule-I** attached.
- b) Solvency certificate in original.
- c) Other required & relevant documents as mentioned in the Tender.

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

**“Priced Bid”- Tender No.DCA/NIT/MI/TWG/2008-09 (Priced Bid)**

**Dated 29.04.2008.**

**‘Un-Priced Bid’- Tender No.DCA/NIT/MI/TWG/2008-09 (Un-Priced Bid)**

**Dated 29.04.2008.**

Both the priced & Un-priced bids after sealing in separate envelopes should be put together in a **third sealed envelop** indicating the **tender reference, bidders name** and sent to:-

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

Please ensure that your bid reaches the above office of Govt. of Arunachal Pradesh before **1200 hrs on 29.05.2008** 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.**

#### **7.1 ANY CHANGE IN THE FORMAT**

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

#### **7.2 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.

#### **7.3 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 price quoted by the bidders must remain firm for the entire duration of the contract or extension thereof. Bidders must quote in Indian Rupees their prices/amounts in price Bids in accordance with the Schedule-I.**

7.4 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.

#### **8. BID GUARANTEE(EARNEST MONEY)**

The bidders shall submit **bid bond in original** along with their **Un-Price Bid**. The Bid bond shall be for a sum of Indian **Rs.20 (Twenty) lakh** for the helicopter in the form of an irrevocable Bank Guarantee issued by any Nationalized 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 his 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 one year period of contract and extendable thereafter at GOVERNMENT OF ARAUNACHAL PRADESH option for 1 (one) more year on same rates, terms and conditions, 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**

8.1 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 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.

8.2 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.

8.3 **Bids received without bid bonds (in Unprice Bid) will be rejected outright.** The original bid bond must be enclosed with the “Unpriced Bid”, **Photocopy/Fax copy of bid bond will not be acceptable.**

## 9. PERFORMANCE GUARANTEE

The successful bidder shall furnish the required performance Guarantee bond from any Nationalized Bank or Scheduled Bank in India within 30 (thirty) days of LOI.

10. Late bids will not be accepted or considered.

**11. RATES**

- 11.1** The rates quoted by the bidder shall include **all taxes, levies, duties, costs etc. leviable under the contract including personal tax liabilities of the Bidder and his sub-Bidders and associates. The bidders shall, therefore, confirm this aspect in their bid categorically.**

**12. SIGNING OF THE CONTRACT**

The contract against this tender will be covered in accordance with **the terms and conditions to bidders and Standard Terms and Conditions (not all inclusive) at Section III.** The successful bidder shall be required to execute a formal contract (also covering **Section-III**) in accordance with the requirement of GOVT. OF ARUNACHAL PRADESH and other terms and conditions.

- 13.** Only those bidders who own/possess the title to the helicopter offered or having arrangements with the owner of the helicopter, **on the date their offer** made are **eligible to quote.** Proof of ownership/possession of title such as lease agreement etc. (evidence by a currently valid registration certificate of the helicopter offered) shall be enclosed with the **un-priced Bid.**

- 14.** 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 up to Guwahati Airport and back.**

- 15.** The bidder must ensure that the offered Helicopter will have adequate maintenance support with necessary ground support equipment and spares to sustain the required flying commitment per annum per helicopter 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 bidder shall be responsible for supply of aircraft at Guwahati base, arrangement of hangar and other infrastructural facilities for complete inspection & maintenance at Guwahati at their own cost and arrangements with supply of spare parts, full strength of Pilots & crew along with their accommodation and transportation, fuel, insurance, airport charges etc. with regard to operation of the helicopter.**

- 16.** Bidder must furnish the present location of the offered helicopter in India and time required for mobilization at Guwahati airport.

- 17.** **Current /Revalidated copy of Airworthiness Certificate of the helicopter offered must accompany the unpriced bid.**

- 18.** **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.**

19. **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.**
20. 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.
21. The offered Helicopter must comply with mandatory modifications issued by manufactures. Mandatory modifications issued by DGCA, India and miscellaneous modification which are applicable, must be complied with.
22. The CARs referred above and other relevant details required may be down loaded from DGCA, India wed site: [WWW.dgca.nic.in](http://WWW.dgca.nic.in) or collected from DGCA office.
23. The bidder shall provide all documents like C of A certificate of Registration issued by DGCA, India, Weight schedule etc. or any other documents required by Govt. of Arunachal Pradesh or Regulatory Authority in India.
24. The selected bidder, 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.
25. The helicopter will operate under Bidders valid Scheduled/Non-Scheduled Operators Permit issued by DGCA India.

**STANDARD TERMS & CONDITIONS ( NOT ALL INCLUSIVE) OF THE  
AGREEMENT BETWEEN GOVT. OF ARUNACHAL PRADESH AND BIDDER FOR  
CHARTER HIRE OF HELICOPTER ON WET LEASE.**

- 1.1 The Agreement shall be deemed to have come into effect from the date the helicopter is inducted at Guwahati.
- 1.2 Bidder shall provide the helicopter instrumented for flights as required with currently valid Certificate of Airworthiness form DGCA, India with necessary spare parts equipments, crew and personnel for exclusive use by the Govt. of Arunachal Pradesh in its operations in India as may be agreed once between the parties. The bidder agrees that on an average the Helicopter would be utilized for **approx 52 hours per month** which may increase or decrease.

2. DEFINATION

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

- a. **“Base station”** means **Guwahati** 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, on the date on which the helicopter becoming inducted.
- d. “Initial Period of Contract” means the period beginning from the Effective Date and ending within up to **1(one) year** 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 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.
- o. "Total contract Value" means fixed monthly charges and hourly flying charges of 624 hours per year (@ 52 hours per month), mobilization charges plus Demobilization charges for the helicopter offered.
- 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". In case of skid mounted helicopters, "Flying Time" with respect to a helicopter would mean the time from 'skid up' of that helicopter till 'skid down'.

### **3. DELIVERY OF HELICOPTER**

The Bidder undertakes to deliver the Helicopter at **Guwahati Base**, India on or before the Delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The Bidder shall ensure that their helicopter shall be ready for operations at Guwahati within 15 days from the date of Letter of Intent (LOI)/signing of the contract, whichever is earlier. Should the helicopter 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 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 total contract value for each day of delay or part thereof up to 15 days, after which the state Govt. has the right to terminate the contract without being liable to pay any charges whatsoever to the Bidder and forfeit the bid bond.

### **4. PERIOD OF CONTRACT**

The contract will be for an initial period of **1(one) year** from the date the helicopter is actually inducted at Guwahati.

### **5. INDEMNITY**

The Bidder 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 (including damage or loss of helicopter and third party liability) during the period herein mentioned.

## 6. INSURANCE

6.1 The Bidder shall maintain throughout the period of lease Agreement at its own expense, hull liability insurance/self insurance of the helicopter. 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 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 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 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 should be available for inspection at sight by the representatives of the State Govt. **before the Agreement is executed if so required.** The helicopters shall be taken on lease only after it is inspected and accepted by the State Govt. if so desired.

## 8 DOWN TIME

The Bidder 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. However, the helicopter shall not be grounded by the Bidder for more than 07 days at a stretch. **The Govt. of Arunachal Pradesh shall have discretion to deduct fixed monthly charges on prorated basis for excess days of grounding beyond 4 days per month or one day in a week.**

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

**9 PAYMENT**

- 9.1 In consideration of the services provided by the Bidder herein, State Govt. shall pay the Bidder fixed and firm charges for lease of helicopter as follows:-
- a. Fixed Monthly Charges @.....
  - b. Flying Hourly Charges for hours actually flown to nearest 5 minutes @.....
  - c. Mobilization/Demobilization charges up to Guwahati and Back from their approved Base in India @ .....

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

- a) The Bidder shall keep one backup helicopter (of same type and capacity/standard) ready at their base or Guwahati base for immediate replacement of the helicopter under contract service as may be grounded for major (Scheduled) inspections which by DGCA regulations is required. The back up (Replacement) helicopter shall be positioned at Guwahati 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 Guwahati airport within 48 hours if the helicopter under service is grounded for technical snag.
- c) No ferry charges shall be borne by the State Govt. for the ferry as in clause 9.2(a) and 9.2(b) above.

**10. PRODUCTION OF INVOICE**

- 10.1 The Bidder shall submit an invoice for Fixed Monthly Charges for the helicopter(s) as mentioned in Clause 9.1(a) which shall be payable by the State Govt. after observing all codal formalities.
- 10.2 The Bidder will submit an invoice for Hourly Flying Charges for the hours flown at the end of each of month as mentioned in clause 9.1(b) and the amount of such invoices shall be payable by the State Govt. after observing all codal formalities.
- 10.3 The 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 and the amount of such invoice shall be payable by the State Govt. after observing all codal formalities.

**11. DUTIES & TAXES**

- 11.1 All taxes including withholding taxes, duties, levies, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable shall be borne by Bidder.

**12. RESPONSIBILITIES OF THE BIDDER**

- 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. (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 Deputy Resident Commissioner Government of Arunachal Pradesh, Guwahati/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 India from time to time.
- d) At least one Pilot in each & every flight shall be Indian national and 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 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 hangar and offices with required infrastructures for inspection / maintenance of the helicopter at Guwahati airport including accommodation and transport for their personnel at their own cost and arrangements.**

### **13. CHARTERER’S RESPONSIBILITIES**

13.1 The State Govt. will furnish to the 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.

13.2 In respect of Flying Charges and other miscellaneous charges, the Bidder shall prepare and submit an invoice by 7<sup>th</sup> of the month with particulars of all flying done during the preceding month which shall be paid by the charterer after observing codal formalities.

### **14. TERMINATION**

#### **14.1 TERMINATION ON EXPIRY OF THE TERMS**

**This agreement shall be deemed to have been automatically terminated on the expiry of the contract period of one year and extension thereof, if any.**

The Bidder shall remove the helicopter from the 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.

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

**14.3 CONSEQUENCES OF TERMINATION**

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

**15 REPLACEMENT OF HELICOPTER**

**15.1** 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 on demand by the State Govt. provide replacement of the back up helicopter within 48 hours from the date and time of written notice by State Govt. at the total risk and cost of Bidder including ferrying charges which may arise on this account.

**15.2** If the helicopter provided by the successful bidder is more than 5 (five) years of age as explained in para-1.3 of General Terms & Conditions (Section-II) in the tender documents, the bidder shall replace the same by a new helicopter as specified within the first 6 (six) months of operation unless which the State Government shall have the sole discretion to terminate the contract or to consider to extend time for said replacement subject to satisfactory performance.

**16 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.

**17 FORCE MAJEURE**

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the party affected by such force majeure shall after notice under the relevant Article be suspended for the period during which such cause lasts. The terms "FORCE MAJEURE" as employed herein shall mean acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and acts and regulations of Govt. of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

During the period as the obligations of the parties are suspended by force majeure, the Bidder shall not be entitled to payment of any rate.

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

## 18 ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application meaning scope operation or effect of the 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.

## 19 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.**

## 20 PERFORMANCE BOND

The Bidder shall furnish to State Govt. upon the receipt of written order/fax for chartering the helicopter but before its delivery at the designated base, 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 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 charter. 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.

**21 CONSEQUENTIAL DAMAGE**

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

**22 SEVERABILITY**

Should any provision of this 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.

23 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.

\*\*\*\*\*

To be submitted with "Priced Bid"

SCHEDULE-I

**TENDER DOCUMENT FOR WET LEASE OF ONE TWIN ENGINE LARGE HELICOPTER.**

Tender No.DCA/NIT/MI/TWG/2008-09(Priced Bid) Dated 29/04/2008.

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

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

Company Name \_\_\_\_\_  
Type of Helicopter \_\_\_\_\_

	<u>Rate/Helicopter/month/ hour(in figures and words)</u>	Annual value/ for 624 hours utilization per <u>Helicopter</u> (in figures and words)
1. <b>Fixed Monthly Charges</b> for the helicopter (or prorate thereof for part of the month): Rs.		Rs.
2. <b>Hourly Flying Charge Rate</b> : Rs.		Rs.
3. Mobilization Charges if any from bidder's base to Guwahati base (at the commencement of contract) (Estimated total flying time for Mobilization to be indicated) : Rs.		Rs.
4. Demobilization charges, if any from Guwahati base to bidder's base (at the end of the contract) (Estimated total flying time for De-Mobilization to be indicated) : Rs.		Rs.
5. Total contract value of one helicopter for one year based on utilization of 624 hrs : ----- per year and mob. & de-mob. (1 to 4)		Rs.
6. Total Hourly Cost (1+2+3+4)/624 hrs + mob/de-mob hours: ---		Rs.

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

(To be submitted with “Unpriced Bid”)

SCHEDULE-II

**GOVERNMENT OF ARUNACHAL PRADESH**

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

Tender No. DCA/NIT/MI/TWG/2008-09(Unpriced Bid) Dated 29/04/2008.

**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. Number of flying hours :  
already done on the helicopter
9. Number of flying hours available in :  
next six months per helicopter.
10. Date of issue of Certificate of :  
Airworthiness (attach copy)

11. Date of expiry of Certificate of Airworthiness :
12. Down time per month (permitted Down time 4 days per month or one day per week) :
13. Copy of hull & crew insurance Indicating insurance certificate Number and its validity. :
14. Last major inspection time. :
15. Engine Hours/start cycles :
16. Location of the Helicopter :
17. Mob. Time required from the present location to Guwahati :
18. Bidders total fleet of helicopters (Type with call sign) :
19. Total Company staff strength
  - i) Pilots:- a) Indian :
  - b) Foreign nationals :
  - ii) Licensed Engineers:-a) Indian :
  - b) Foreign nationals :
20. Past experience indicating Onshore operations with details of Existing operations. :
21. 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) :
22. List of safety, nav/comm. equipments etc. available on board of the H/c offered:
23. Fuel Details
  - Type of fuel in use :
  - Std fuel cap on board(Kgs) :
  - Fuel consumption per hour(Kg/ltrs both) :

- 24 Range without reserve (in Nautical Miles):
- 25 Speed of the Helicopter in Knots with  
i)VNE :  
ii)Max cruising speed :
26. 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.
- 27 List of existing clients :
- 28 Whether General terms & condition :  
-Section II and Standard Terms &  
Conditions- Section III are fully acc-  
eptable. If not, please attach a separate  
statement indicating the clause not  
acceptable and changes desired.
- 29 Confirmation regarding provision of :  
the insurance cover for helicopter  
passengers and third party(**attach copy  
of policy/certificate**) as per tender  
requirement)
- 30 Will total work be handled by bidder? If not,;  
give details of work to be sub-contracted
31. 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 20,21,22,23,24, and 25 of Section II  
of this tender document.
32. Is aviation oxygen masks for  
Passengers available? :

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.

PROFORMA OF BANK GURANTEE FOR BID BOND

To be submitted with “Unpriced Bid”

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. \_\_\_\_\_ and Bidders having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee of Rs. \_\_\_\_\_ lakhs (Rupees \_\_\_\_\_) 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 \_\_\_\_\_, 200\_ 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, if awarded, and shall furnish Performance Guarantee 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 \_\_\_\_\_ 200\_ 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. \_\_\_\_\_ lakhs(Rupees \_\_\_\_\_) 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. \_\_\_\_\_ lakhs(Rupees \_\_\_\_\_) only per helicopter in aggregate and it shall remain in full force up to and including two months after \_\_\_\_\_ 200\_ 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 \_\_\_\_\_ 200\_ 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 a 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 as after the said date/extended date, all the rights of GOVERNMENT OF ARUNACHAL PRADESH under the Guarantee will cease. However, if such a claim has been received by us within and up to 60 days after the said date /extended date, all the rights of GOVERNMENT OF ARUNACHAL PRADESH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

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

In witness where of the Bank, through its authorized officers has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_ at \_\_\_\_\_

Signature

(FULL NAME IN CAPITAL LETTERS)

WITNESS NO. 1

Signature

(full name and 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 AWARDED**

**ANNEXURE-II**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND**

(To be stamped in accordance with stamp Act)

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

Ref No. Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

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 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 forbear 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 **1 (One) year** it shall extend the Bank Guarantee for **another period for up to one year** on written instruction from GOVERNMENT OF ARUNACHAL PRADESH.

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 an construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian Courts(This is applicable where other party is foreign one)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_.

**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 **unpriced 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 (**Section II**) and Standard Terms & Conditions (Not all inclusive)-**Section III** stipulated in the Tender Document for wet lease of one twin engine large heavy duty transport Passenger (24-30 Seater) / (3 MT pay load)(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 the 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 yourselves, by our representative or consultant at the prices and schedule of rates to be quoted in our Priced 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.**

2. We shall be prepared for the services, to provide the service on the location to commence on receipt of **your tele fax of intent** 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 \_\_\_\_\_ days 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

\_\_\_\_\_.