

**GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS**

NO.18/13/2016-NE.II

Dated New Delhi, the 26th Dec, 2016

NOTICE INVITING BID

Sealed offers under TWO BID SYSTEM (Technical & Financial bids separately) are hereby invited by the Ministry of Home Affairs, Government of India from eligible commercial permit holders (Non-scheduled category) for WET LEASE OF ONE TWIN ENGINE LIGHT / MEDIUM DUTY passenger helicopter of following specification for an initial period of 2 (two) years with option to renew the wet lease for another year at the same rate.

2. One Twin Engine Light/Medium Duty passenger helicopter having carrying capacity of 6 to 7 passengers @ 85 Kg each including baggage at 10 Kgs per passenger for each passengers, excluding pilots, crew and ATF for official use of VIPs and senior officers of Govt. of India in North Eastern States of India. Annual utilization of helicopter is likely to be 400 hours approx.

3. Other terms and conditions and technical parameters required for the helicopters are specified in the detail Tender Documents.

4. Detail Tender Documents may be had from NE.II section, NE Division, Room No. 208-B, Government of India, Ministry of Home Affairs, North Block, New Delhi from **26th Dec, 2016 (Monday) to 27th Jan, 2017 (Friday) during office hours from 0900 hours (IST) to 1730 hours (IST) against a request/authority letter.**

5. Detail Tender Documents may also be collected by post by sending a self addressed stamped envelope or by down loading it from the website-<http://www.mha.nic.in> The Ministry of Home Affairs will however not be responsible for non-reaching of the Tender Documents due to postal delay or misplacement etc.

6. **Last date and time of receipt of Tender** by post or by hand is **27th January, 2017 (Friday) at 1730 hours** in NE.II section, Room No. 208-B, Ministry of Home Affairs, North Block, New Delhi.

7. (a) **Sealed Tenders will be opened** in the chamber of JS (NE), Room No. 109-C Ministry of Home Affairs, North Block, New Delhi on **30th January, 2017 (Monday) at 1100 hours.** If intervened by a holiday, Tenders will be received/opened at the same time on next working day.

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(b) After opening of Sealed Tenders, **only the Technical Bids (Un-priced Bids) shall be opened on 30.01.2017 (Monday)** for scrutiny of the bid documents and technical data etc. **The Financial Bids (Price Bids) shall be opened on 06th Feb, 2017 (Monday) at 1100 hours.** However, Technical Bids (Un-priced Bids) of any bidder is found incomplete, not supported by Bid Bond and/or required documents or deficient of any technical parameter as specified in the Detailed Tender Documents, their Financial Bids (Price Bids) shall not be opened and shall be returned to the bidder in sealed condition as submitted by the bidder.

8. The Government of India, Ministry of Home Affairs reserves the right to reject any or all the offers without assigning any reasons thereof.

A. Radharani
(A Radha Rani)
Deputy Secretary (NE.III)
Government of India,
Ministry of Home Affairs,
New Delhi
Telefax - 011-23092485

MINISTRY OF HOME AFFAIRS

TENDER DOCUMENTS

FOR

**FOR WET LEASE OF ONE TWIN ENGINE
LIGHT/MEDIUM DUTY HELICOPTER**

TENDER NO. 18/13/2016 DATED 26-12-2016

MINISTRY OF HOME AFFAIRS

Ministry of Home Affairs
North Block, New Delhi

Telephone No. 23092276/23092485

Tele Fax No. 23092276

To

INVITATION OF BID

Dear Sirs,

Scaled offers under TWO BID SYSTEM are invited by MINISTRY OF HOME AFFAIRS from non-scheduled Operators for **WET LEASE of ONE TWIN ENGINE LIGHT / MEDIUM DUTY HELICOPTER** with carrying capacity of 6 to 7 passengers excluding crew for an **initial period of two years** in the prescribed bid form and the proforma attached to this bid package. The details of the tender are given below:-

1. Tender No: **18/13/2016-NE.II dated 26-12-2016**
2. Description

Wet Lease of ONE number TWIN ENGINE Light/Medium duty helicopter of the latest technology/latest version with carrying capacity of 6 to 7 passengers excluding crew for an initial period of two years, extendable for another one year with mutual consent. The helicopter is to be utilized mainly for transportation of VIPs and senior officers of Government of India in North Eastern States of India. The helicopter would have to be stationed at Guwahati, Assam, India. The utilization is likely to be **approx. 400 hours per annum. The helicopter utilization during June to September each year would depend on weather conditions prevailing in North Eastern States during monsoon.**

3. **Delivery period:-** **Bidder to mobilize the helicopter at Guwahati within 15 days from the date of letter of indent.**
4. **Tender closing date and time for submission of bids** : 27-01-2017 (Friday) at 1730 hours
5. **Date and time of opening of technical bids** : 30-01-2017 (Monday) at 1100 hours
6. **Date and time of opening of financial bids** : 06-02-2017 (Monday) at 1100 hours

Bidders whose Technical Bids (Un-Priced Bids) are found unqualified, their Financial Bids (Price Bids) shall not be opened on 06-02-2017 and shall be returned in sealed condition.

7. Bid Bond (Bank Guarantee):-Rs. 10 (ten) lakhs.
8. Tender Bid Validity upto : 6 (six) months from the tender opening date i.e upto 05-08-2017
9. Bid Bond Validity up to : 8 (Eight) months from the tender opening date i.e up to 05-10-2017
10. Performance Bank Guarantee
- i) Amount : 10% of the total contract value computed for one year for the helicopter offered.
- ii) Validity : 2 (Two) months beyond the initial two years period of the contract and extendable thereafter.

Correspondence Address : NE Division (Section-II), Room No. 208-B
Ministry of Home Affairs,
New Delhi
Telefax No. 23092276/23092485

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 requirements in sealed covers. MINISTRY OF HOME AFFAIRS shall have the right to accept/reject any Bid without assigning any reason whatsoever.

Yours faithfully,

A. Radharani

(A Radha Rani)
Deputy Secretary (NE-III)
Ministry of Home Affairs

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THE SET OF BID DOCUMENT CONTAINS THE FOLLOWING

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4.	ANNEXURE & SCHEDULE:-		24-36
	I) Schedule for quoting rates as per Schedule-I attached.		
	II) Company Background and helicopter specifications as per Schedule-II attached.		
	III) Proforma for Bid Bond Guarantee- Annexure-I		
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	V) Performa Tender letter (To be submitted along with the Unpriced bid)- Annexure-III .		

SECTION-I

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.mha.nic.in from **26-12-2016 (Monday)** onwards by **1500 hours**. The Tender documents can also be collected from **26-12-2016** to **27-01-2017** during office hours from **0900 hours to 1730 hours from NE-II Section, Room No. 208-B, Ministry of Home Affairs, New Delhi – 110 001, Tel: 23092276/23092485 Telefax No. 23092276 with a request/authority letter.**
3. **FOR ANY AMENDMENTS / CLARIFICATIONS / UPDATES, IF ANY, WHICH WOULD FORM PART OF THE TENDER, BIDDERS MAY CONTACT NE-II SECTION(ROOM NO. 208-B) NORTH BLOCK, MINISTRY OF HOME AFFAIRS (TEL: 23092276) BEFORE SUBMISSION OF THEIR BIDS.**
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 Bids (Un-Priced Bid) and (b) Financial Bids(Priced Bid).

Please ensure that your bid reaches NE-II section, Room No. 208-B, Ministry of Home Affairs, North Block, New Delhi – 110 001, before **1730 hrs of 27-01-2017** by Registered Air Mail, Courier or Hand delivered. MINISTRY OF HOME AFFAIRS shall not be responsible if the Bid documents are misplaced / delayed in transit and not received at the above office by the prescribed date and time.

GENERAL TERMS AND CONDITIONS.

1. **REQUIREMENT**

Wet lease of ONE number TWIN ENGINE Light/medium duty helicopter of latest technology/latest version having carrying capacity of 6 to 7 passengers excluding crew for an initial period of two years, extendable for another one year at the same rate. Bidder is required to keep one back up helicopter of the same type and model in fully airworthy condition with full team of 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..

Requirements

Mission Profile

The Helicopter should have certification of manufacturing company and the same should be acceptable to DGCA, Ministry of Civil Aviation, Govt. of India. The Helicopter should be capable of flying at higher altitude (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 including safety parameters may also be given.

Passenger Capabilities

Under the above conditions (Mission Profile) the helicopter should be able to carry 6 to 7 passengers (excluding crew) @ 85 Kg each including baggage at 10 Kg per passenger with refueling facility at Guwahati.

2. **AVAILABILITY**

The Helicopter should be mobilized at Guwahati, Assam in India as required by the Government of India, Ministry of Home Affairs, within 15 days from issue of letter of Intent. The expected utilization is around approximately 400 hrs. per annum. **The helicopter utilization during June to September each year would depend on weather conditions prevailing in North Eastern States during monsoon.**

3. **DURATION**

The lease will be initially for a period of Two years extendable for another one year at the same rate.

4. **VALIDITY OF BIDS**

Bids must be valid for 6 (six) months from the date of opening of the tender i.e up to **05-08-2017** GOVERNMENT OF INDIA, MINISTRY OF HOME AFFAIRS may seek induction of helicopter against issue of conditional letter of Intent (LOI), pending finalization/signing for formal contract.

5. **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 for minimum period of at least 3 years onshore especially in mountain terrain (supporting documents to this effect to be enclosed).
- b) The Bidder should have average annual onshore flying experience (average for the last 3 financial years i.e. FY 2013-14, 2014-15, 2015-2016) of 3000 Hrs. or more. The Bidder should provide necessary authenticated documentary evidence of their flying experience in the Unpriced Bid.
- c) The Bidder as a Company must have experience of minimum 3 years flying in mountain terrain with 1500 Hrs. of average annual flying during the last three financial years i.e. (FY 2013-14, 2014-15, 2015-2016). The supporting documents to this effect to be enclosed.
- d) The Bidder must have a fleet of minimum 3 helicopters including 2 helicopters (all in fully airworthy condition) of the same type & model offered against this tender. (supporting documents to this effect to be enclosed).
- e) The bidder may preferably have ISO Certification.
- f) Copies of currently valid C of A, C of R, Weight Schedule etc. issued by DGCA and other competent authorities, for the operation of the helicopters on offer, must be furnished along with the Technical Bid. The Bidder will furnish the Call Sign (Registration Number) of each of the Helicopters, which shall operate on the permitted sector. All such helicopters must be endorsed on their NSOP.
- g) The Bidder must have a minimum of 4 pilots on its rolls, each of whom is duly trained to fly the helicopters which the bidder intends to put on offer for operations. All pilots should have been in the direct employment of the Bidder for a minimum period of 6 months on the date of bidding.

- h) The bidder should have PAN of Income Tax.
- i) The bidder should have Service Tax Registration number.

All the requirements are to be met individually.

Besides the mandatory requirements as mentioned above, it is desirable that the helicopter offered should not be more than 10 years old and should not have completed more than 6000 flying hours.

REJECTION CRITERIA

- (A) Non submission of *bid* as per terms and 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. Net Worth
 - d. 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 price bid.

All the requirements are to be met individually.

6. EVALUATION OF BIDS

Bidder/Bid (technical and price bid) should pass the stipulated requirements as per "Rejection Criteria" as specified at Para 5 above. The bidder should meet the stipulated requirements as per "Requirement of Bidder- Eligibility Criteria" at Para 5 above. The helicopter offered by the bidder should also meet the technical & operational requirements as specified in the tender at Para 1 "Requirement" and thereafter the Price bids of shortlisted bidders would be evaluated.

Bidders whose Technical Bids (Un-Priced Bids) are found unqualified, their Financial Bids (Price 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 of more
-Net-worth of Bidder :	Positive

Note:

- a) ****The solvency certificate will be accepted not older than six months from the date of Technical Bids (Un-priced Bids) submission. The bidder will have to submit solvency certificate from 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 pervious consecutive three financial years i.e. FY 2013-14, 2014-15 & 2015-16) (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 **Financial Bids (Price Bids)**. A copy of the **Solvency Certificate with the amount blanked out must also be kept in the Technical Bids (Un-Priced Bids)**.
 - ii) The bidder must confirm in their **Technical Bids(Un-Priced Bids)** 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 price 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 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:-

Technical Bids (Un-Priced Bids)

- a) Details of Company and Helicopter offered as per Scheduled-II.
- b) Bond of the requisite value and validity 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 Government of India, Ministry Of Home Affairs in one day 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, valid Non-Scheduled Operator's Permit issued by DGCA, India.

Financial Bids(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 a separate sealed envelopes with proper marking at the top corner of the envelop as under:-

Technical Bids(Un-Priced Bid)- Tender No. 18/13/2016 dated 26-12-2016

Financial Bids(Priced Bid) Tender No. 18/13/2016 dated 26-12-2016

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:-

**NE Division (Section-II), Room No. 208-B
Ministry of Home Affairs, North Block,
New Delhi**

Please ensure that your bid reaches the above office of Ministry of Home Affairs before **1730 hrs on or before 27-01-2017** and should be sent by Register Air Mail, courier or hand delivered, MINISTRY OF HOME AFFAIRS shall not be responsible if the Bid documents are misplaced/delayed in transit and not received by the prescribed date and time.

7.2 ANY CHANGE IN THE FORMAT

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

7.3 MODIFICATION OF BID AFTER CLOSING DATE

In case certain clarifications are sought by MINISTRY OF HOME AFFAIRS after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought.

7.4 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. Bidders must quote in Indian Rupees their prices/amounts in price Bids in accordance with the Schedule-I.

7.5 **Bid Validity Extension.** MINISTRY OF HOME AFFAIRS 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

The bidders shall submit bid bond in original along with their Bid. The Bid bond shall be for a sum of Indian **Rs.10 (Ten) lakhs** 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 MINISTRY OF HOME AFFAIRS Bid package in the event of MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS until the Bidder furnishes to MINISTRY OF HOME AFFAIRS a Bank Guarantee of 10% of the total contract value computed for one year for the helicopter offered towards performance of contract valid for 2 months beyond the date of initial two years period of contract and extendable thereafter for one 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

8.1 **MINISTRY OF HOME AFFAIRS** 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 MINISTRY OF HOME AFFAIRS during the validity or agreed extension of the validity or after issue of **Letter of Intent(LOI)** by MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS.
- 8.2 **MINISTRY OF HOME AFFAIRS** 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 will be rejected outright. The original bid bond must be enclosed with the Technical Bids(Un-Priced Bids), 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 15 (fifteen) days of LOI.**
10. Late bids will not be accepted or considered.
11. **RATES**
- The rates quoted by the bidder shall include all taxes, levies, duties, costs etc. except service tax as applicable (payable to the Government of India), leviable under the contract including personal tax liabilities of the Bidder and his sub-Bidders and associates. The Service Tax at the prevailing rate shall be paid by the Government of India, Ministry of Home Affairs on the monthly 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.
12. **SIGNING OF THE CONTRACT**
- The contract against this tender will be covered in accordance with the above 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 MINISTRY OF HOME AFFAIRS and other terms and conditions.
13. **Only those bidders who own/possess the title to the helicopters 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/possession of title such as Copy of bidder's NSOP**

(with the offered helicopters duly endorsed on its NSOP) and/or lease agreement, Certificate of Registration, Certificate of of Airworthiness (current) for the Helicopters offered shall be enclosed with the unpriced 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 from bidder's base and vice versa through shortest route and back if any.
15. The bidder must ensure that the offered Helicopter will have adequate maintenance support with necessary ground support equipment and spares to sustain around 400 hours of flying 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 initial contract period.**

Under this tender for wet lease, the bidder shall be responsible for supply of aircraft, crew, complete maintenance including all inspections etc. with supply of spare parts, 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, Assam, in India.
17. **Current /Revalidated copy of Airworthiness Certificate** of the helicopters (main and backup helicopter) offered **must also accompany the Technical Bids (Un-Priced bids).**
18. **MINISTRY OF HOME AFFAIRS** shall have the right to accept/reject or prefer any bid without assigning any reason whatsoever including rejection of the lowest quoted bid.
19. **MINISTRY OF HOME AFFAIRS** 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 downloaded from DGCA, India web site:www.dgca.nic.in or DGCA office.
23. The selected 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 Ministry of Home Affairs 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 Non-Scheduled Operators Permit (NSOP) issued by DGCA India and copy of valid NSOP shall be enclosed in Technical Bids(Un-Priced Bids) invariably.**

SECTION-III

STANDARD TERMS & CONDITIONS (NOT ALL INCLUSIVE) OF THE AGREEMENT BETWEEN MINISTRY OF HOME AFFAIRS AND SUCCESSFUL 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, Assam for operations.
- 1.2 Bidder shall provide the helicopter instrumented for flights as required with currently valid Certificate of Airworthiness from DGCA, India with necessary spare parts equipments, crew and personnel for exclusive use by the Ministry of Home Affairs 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 400 hours flying per annum.

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 the place 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 **two years** from the Effective Date counted on Gregorian calendar basis.
- e. "Emergency" means any situation which in the opinion of Bidders authorized representative of Ministry of Home Affairs 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 Ministry of Home Affairs.
- 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 North Eastern States of India namely Assam, Arunachal Pradesh, Meghalaya, Mizoram, Manipur, Nagaland, Tripura and Sikkim.
- 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, 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 **400 hours per annum (approx.) for a period of two years**, mobilization charges plus Demobilization charges (one time in period of two years) for each helicopter for the number of helicopters 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 to rotor stops**" of that helicopter".

3. DELIVERY OF HELICOPTER

The Bidder undertakes to deliver the Helicopter at Guwahati, Assam, 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 Ministry of Home Affairs 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 Government Of India, Ministry Of Home Affairs 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 **2 (two) years** from the date the helicopter is actually inducted at Guwahati. The contract can be extended for another one year at the same rate.

5. **INDEMNITY**

The Bidder shall indemnify and bond harmless the Government of India, Ministry of Home Affairs 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, full 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 Ministry of Home Affairs 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/- any one 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 or 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

The helicopter should be available for inspection at sight by the representatives of the Government Of India, Ministry Of Home Affairs, before the Agreement is executed. The helicopter shall be taken on lease only after it is inspected and accepted by the Government Of India, Ministry Of Home Affairs.

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 and same would be accumulated on monthly basis. However, the helicopter shall not be grounded by the Bidder for more than 07 days at a stretch. The Ministry of Home Affairs shall have discretion to deduct fixed monthly charges on prorated basis for excess days of grounding beyond 4 days per month.

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, Government Of India, Ministry Of Home Affairs 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 from bidder's base in India up to Guwahati and Back through shortest route.

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 or during major technical snag of the operating helicopter. 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 helipad within 48 hours if the helicopter under service is grounded due to technical snag.
- c) No ferry charges shall be borne by the Government Of India, Ministry Of Home Affairs for the ferry of back up helicopter as in clause 9.2(a) and 9.2(b) above.

10. PRODUCTION OF INVOICE

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 Government of India, Ministry of Home Affairs after observing all codal formalities.

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 Government Of India, Ministry Of Home Affairs after observing all codal formalities.

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 the Government of India, Ministry of Home Affairs after observing all codal formalities.

11. **DUTIES & TAXES**

All taxes including withholding taxes, duties, levies, 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 Bidder. The Service Tax at the prevailing rate shall be paid by the Government of India, Ministry of Home Affairs on the monthly bills. The rates should also include provision of fluctuation of prices in fuel, custom duty rates for purchase of spares etc.

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 Lessor 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 subsequent months. This penalty is in addition to the deduction of prorata Fixed Monthly Charges for excess days of grounding of the helicopter beyond permissible Down Time.

13. **TA/DA to Pilots and Crews.** In case of over night stay at places outside base station (Guwahati), concerned Ministry/Department/Agency of the Central Government will arrange accommodation and transport to pilots and crews. No TA/DA will be borne by the Lessee.

14. **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 Base Manager, Guwahati Base 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 Government Of India, Ministry Of Home Affairs'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 Government Of India, Ministry Of Home Affairs 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 Government Of India, Ministry Of Home Affairs 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) 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 Government of India, Ministry of Home Affairs.
- 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 Bidder not being able to render satisfactory services, the the Government of India, Ministry of Home Affairs may make alternative arrangements at Bidder's cost.

15. **CHARTERER'S RESPONSIBILITIES**

The Government of India, Ministry of Home Affairs 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.

In respect of Flying Charges, the Bidder shall prepare and submit an invoice by 7th of the month with particulars of all flying done during the preceding month.

16. **TERMINATION**

TERMINATION ON EXPIRY OF THE TERMS

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

The Bidder shall remove the helicopter from Guwahati base within 7 days from the date of expiry of the agreement. The Government Of India, Ministry Of Home Affairs shall not be liable to pay any charges (other then demobilization charges) after the date of termination of agreement.

TERMINATION AT THE SOLE DISCRETION OF GOVERNMENT OF INDIA, MINISTRY OF HOME AFFAIRS

Notwithstanding anything contained herein, the Government of India, Ministry of Home Affairs may at its sole discretion terminate the Agreement by giving to the Bidder thirty (30) days written notice without assigning any reason whatsoever.

CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Government of India, Ministry of Home Affairs to pay the rates or any other charges shall be limited up to the period till the date of termination.

17. **REPLACEMENT**

IN THE EVENT OF THE HELICOPTER INITIALLY PROVIDED BY THE Bidder not being satisfactory in operation or not being available for prolonged period of more than 48 hours the Bidder shall on demand by the Government of India, Ministry of Home Affairs, provide replacement within 48 hours from the date and time of written notice by Government Of India, Ministry Of Home Affairs at the total risk and cost of Bidder including ferrying charges which may arise on this account.

18. **JURISDICTION AND APPLICABLE LAWS**

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

19. **FORCE MAJEURE**

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

Home Affairs 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 the Government of India, Ministry of Home Affairs shall pay to the Bidder the amount payable up to the date of such termination.

20. **ARBITRATION**

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

The Laws of India shall be applicable.

21. **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 the Government of India, Ministry of Home Affairs 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 the Government of India, Ministry of Home Affairs to improve their performance. If Bidder fails to remedy within a period of fourteen (14) days from the receipt of notice, the the Government of India, Ministry of Home Affairs reserves the right to terminate the contract.

22. **PERFORMANCE BOND**

The Bidder shall furnish to the Government of India, Ministry of Home Affairs upon the receipt of written order/fax for chartering the helicopter and within 15 (fifteen) days of LOI, 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**. This irrevocable letter of guarantee shall be drawn in favour of Government Of India, Ministry Of Home Affairs 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 the Government of India, Ministry of Home Affairs. 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 Government Of India, Ministry Of Home Affairs, the Government of India, Ministry of Home Affairs shall have absolute discretion to invoke the said Bank Guarantee from the Bank.

23. **CONSEQUENTIAL DAMAGE**

Neither the Government of India, Ministry of Home Affairs nor the Bidder shall have any claim against each other for any consequential damage.

24. **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.

25. 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 mutually agreed upon during negotiations.

To be submitted with Financial Bids(Priced Bids)

SCHEDULE-I

**TENDER DOCUMENT FOR WET LEASE OF ONE TWIN ENGINE LIGHT /
MEDIUM DUTY HELICOPTER.**

Tender No. _____ (Priced Bid) Dated _____

**SCHEDULE OF FIXED AND FIRM RATES TO BE SUBMITTED WITH
PRICED 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 _____

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

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

2. **Hourly Flying Charge Rate** :

3. **Mobilization Charges if any** from :
bidder's base to Guwahati base
(at the commencement of contract)

4. **Demobilization charges, if any** from :
Guwahati base to bidder's base
(at the end of the contract)

5. Total Contract Value (for two years)
(Para 1 x 2 x 12+Para 2 x 2 x 400 + Para 3 + Para 4) :

Note :

Price Bid would be evaluated based on Total Contract value for 2 (two) years.

Above rates to be quoted exclusive of service tax.

Signature _____
Name _____
Designation _____

To be submitted with Technical Bids (Un-Priced Bids) SCHEDULE-II

MINISTRY OF HOME AFFAIRS

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

Tender No. _____ Technical Bids(Un-Priced Bids) Dated _____-

The bidder is advised to give necessary information required in the respective columns. If the bidders fail 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 Registration 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 :
crew and attendant)
ii) No. of seats offered (excluding :
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 done :
on the helicopter

10. Number of flying hours available in :
next six months per helicopter.
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)
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 Guwahati
19. Bidders total fleet of helicopters :
(type with call sign)(attach in separate
sheet if required)
20. Total Company staff strength :
i) Pilots
ii) Licensed Engineers
21. Past experience (last 5 years) indicating :
onshore operations with details of
existing operations.
22. (a) Licensing details of the pilots :
Engineers in support of their rating
Category & experience on type of
the H/c at their credit.(attach separate
sheet)
(b) Hill flying experience of each pilot
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) for the profile specified at :
 Para&(ii) above of Schedule II
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 :
 -Section II and Standard Terms & conditions- Section III are fully acceptable. If not, please attach a separate statement indicating the clause not acceptable and changes desired.
30. Confirmation regarding provision of :
 the insurance cover for helicopter passengers and third party(attach copy of policy/certificate) as per tender requirement)
31. Will total work handled by bidder. If not, :
 give details of work to be sub-contracted
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 21,22,23,24,25 and 26 of Section 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 60(Sixty) days mentioned in Clause 6 should be available after expiry of the validity period of the tender or any extension thereof.

ANNEXURE-I

PROFORMA OF BANK GURANTEE FOR BID BOND

To be submitted with Technical Bids(Un-Priced Bids)

Ref: Bank Guarantee No. _____

Date _____

MINISTRY OF HOME AFFAIRS
North Block,
New Delhi.

Dear Sir/(s),

1. Whereas Government Of India, Ministry Of Home Affairs, New Delhi, (hereinafter called "MINISTRY OF HOME AFFAIRS") 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. _____ (Rupees only) 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 MINISTRY OF HOME AFFAIRS, especially the conditions that (a) Bidder shall keep his tender open up to **05-08-2017** as or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to MINISTRY OF HOME AFFAIRS,(b) The Bidder will execute the contract, if awarded, and shall furnish Performance Guarantee in the format prescribed by MINISTRY OF HOME AFFAIRS within the required time. The Bidder has absolutely and unconditionally accepted these conditions. Ministry of Home Affairs 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. Ministry of Home Affairs 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 MINISTRY OF HOME AFFAIRS for a period of **six months** from the date of opening of bids or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the conditions 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 MINISTRY OF HOME AFFAIRS. The consideration for this separate initial contract preceding the main contract is that MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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.10 lakh (Rupees Ten 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 MINISTRY OF HOME AFFAIRS on the Bank shall be conclusive and binding notwithstanding any difference between MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 Ministry of Home Affairs, Government of India 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 India, Ministry of Home Affairs 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 MINISTRY OF HOME AFFAIRS that MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS or by reason of any such variation or extension for the validity period or indulgence shown by MINISTRY OF HOME AFFAIRS 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. _____ (Rupees _____) only per helicopter in aggregate and it shall remain in full force up to and including two months after 05-08-2017 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 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS a Bank Guarantee for 10% of contract value towards performance guarantee for satisfactory performance of the contract. In case failure to furnish performance bank guarantee in the format prescribed by MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 _____ 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 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

Ministry of Home Affairs,
New Delhi.

Dear Sir,

1. In consideration of Government of India, Ministry of Home Affairs, New Delhi (hereinafter referred to as MINISTRY OF HOME AFFAIRS 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. _____ (in _____ figures) Rs. _____ (in words) for _____ (Scope of work _____) and MINISTRY OF HOME AFFAIRS having agreed that the Bidder shall furnish to MINISTRY OF HOME AFFAIRS performance guarantee for the faithful performance of the entire contract to the extent of 10% of the value of the contract computed for one year 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. _____ (in figures) Rs. _____ (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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS in writing.

2. MINISTRY OF HOME AFFAIRS 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. MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS and the Bidder or any other course or remedy or security available to MINISTRY OF HOME AFFAIRS. The bank shall not be released of its obligation under these presents by any exercise by MINISTRY OF HOME AFFAIRS 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 Govt. of India, Ministry of Home Affairs or any other indulgence shown by MINISTRY OF HOME AFFAIRS 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 two years it shall extend the Bank Guarantee for another period for up to one year on written instruction from MINISTRY OF HOME AFFAIRS.

3 The Bank also agrees that MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till MINISTRY OF HOME AFFAIRS discharges this guarantee in writing.

5. We further agree that as between us and MINISTRY OF HOME AFFAIRS for the purpose of this guarantee any notice given to us by MINISTRY OF HOME AFFAIRS that the money is payable by the bidder and any amount claimed in such notice by MINISTRY OF HOME AFFAIRS shall be conclusive and binding on us notwithstanding any difference between MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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) 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 MINISTRY OF HOME AFFAIRS 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 _____.

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 Bids (Un-Priced Bids)

To,
Ministry of Home Affairs,
New Delhi.

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 LIGHT / MEDIUM DUTY 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 in accordance with the tender document to the entire satisfaction of yourselves of our representative of consultant at the prices and schedule of rates to be quoted in our Priced Bid.

We further 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 Ministry of Home Affairs 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 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 opening.

Date _____ day of _____

Signature _____

In the capacity of _____

Signature _____

In the capacity of _____

Duly authorized to sign TENDERS for and on behalf of _____

(Name and address)

WITNESS
