GOVERNMENT OF HIMACHAL PRADESH

GENERAL ADMINISTRATION DEPARTMENT

TENDER DOCUMENT

FOR

HIRING OF HELICOPTER(S)

ON WET LEASE BASIS BY THE

GOVERNMENT OF HIMACHAL PRADESH

TENDER NO. GAD-A(E)3-1/2018-II

DATED 21st November, 2018

THIS TENDER DOCUMENT CONTAINS THE FOLLOWING :

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GOVERNMENT OF HIMACHAL PRADESH
GENERAL ADMINISTRATION DEPARTMENT

No. GAD-A(E)3-1/2018-II **DATED SHIMLA-2 21st November, 2018.**

SECTION -A

NOTICE INVITING TENDER

For Hiring of Helicopter(s) on Wet Lease Basis by the Government of Himachal Pradesh

1. The Department of General Administration, Government of Himachal Pradesh invites Tenders/ Bids from registered legal Aviation Companies/entities having Non Scheduled Operators Permit (NSOP) from Director General Civil Aviation (DGCA), Government of India for leasing of Helicopter(s) on wet lease basis for a term of 5 years for multipurpose use of the State Government of Himachal Pradesh including VVIP duty, emergency evacuations/ relief operations and passenger transport.

2. The helicopter(s) must be equipped with latest avionics system, IFR, Air-conditioned Cabin and luxury seats and other essential equipment installed as per applicable DGCA and CARs requirements. The bidder(s) should have arrangement of CRM (Crew Resource Management) training for their crew and meeting subsequent requirement by monitoring on regular basis. There should not be any DGCA/Government of India/ other State Governments enquiry pending against the bidder(s).

3. The State Government intends to hire transport Helicopter(s) having following specifications:
   (a) One twin engine helicopter with air conditioned cabin having capacity and capability to carry minimum 15 passengers (excluding pilots & crew) plus baggage/ equipment within and outside Himachal Pradesh.
   (b) One Medium twin engine helicopter with air conditioned cabin having capacity and capability to carry minimum 5 passengers (excluding pilots & crew) plus baggage/ equipment within and outside Himachal Pradesh.

The transport helicopter(s) offered should be capable to carry passengers specified at 3(a) & 3(b) to different places in the State of Himachal Pradesh and outside. The Helicopter requirement at 3(a) should have excellent performance and be technically fit for flights at high altitudes, having capacity of crossing over peaks and passes upto the height of 15000 ft., capable of taking off/landing in narrow valleys at altitudes upto 12000 ft as well as equipped to fly in cloudy weather. The helicopter requirement at 3(b) should be capable of landing/ taking off upto altitude of 7000 ft with full capacity. The detailed terms & conditions and technical parameters required for the Helicopter(s) to be hired on wet lease basis are specified in this Tender Document. Interested Bidders may apply on prescribed format to the Secretary (General Administration Department) to the Government of Himachal Pradesh on or before due date.

4. The bidder(s) as a Company/firm must be in the business of operating helicopter services under valid Non-Scheduled Operator's Permit (NSOP) of DGCA, India, for at least 3 (Three) years, valid upto date (supporting documents of NSOP to be enclosed in Technical bid). Joint Venture Consortium of Indian NSOP (Non-Scheduled Operator's Permit) holder Operator with any other Indian Non-Scheduled Operator or Indian/ foreign Company/entity having tendered type of helicopter(s) may also participate (Copy of valid NSOP/ copy of Joint Venture Consortium to be furnished in technical bid).

5. Technical Bid(s) must have the following documents:-
   (a) Certificate/Undertaking that the offered Helicopter(s) has upto date DGCA clearance to fly VVIP/VIP.
   (b) Undertaking to submit C of A, C of R and Insurance with other valid documents before positioning.
   (c) The Helicopter(s) offered should be endorsed on with NSOP and duly registered in India.
   (d) Fully Air-conditioned Cabin and with IFR capability.
   (e) Proof of seat insurance and third party liability.
   (f) Declaration regarding accident free record of the service provider in the last 5(Five) years/record of accidents in the last 5 (Five) years.
   (g) Helicopter with good operational capability/reliability and easy maintainability.
   (h) Other documents as mentioned in Schedule-I of Document.

6. The offered new helicopter(s) should not be more than 5 (Five) years old and must be positioned at Shimla **within 6(Six) months from the date of issue of Letter of Intent (LOI)**. However, the successful bidder(s) must position alternate helicopter(s) at Shimla within 15 days of issuance of LOI; the model, vintage and rates etc. thereof to be decided mutually. In case agreement cannot be arrived at, H.P. Government shall be at liberty to negotiate with the bidder or with any other third party.

7. Sealed Tenders/ Bids are invited in Two Bid Formats i.e one for Technical bid and another for Financial bid – each bid should be filled separately and properly sealed for each requirement of helicopter(s) mentioned in column No.3. Both the Bids for each requirement of helicopter(s) should be placed in a single third cover, in the manner as specified in this Tender Document. The aforesaid Bids must reach in General Administration Department, Section-A, Room No. 34-G, Ellerslie Building, Himachal Pradesh Secretariat, Shimla, Himachal Pradesh-171002, on or before 5th **December, 2018 upto 11.00 A.M.** The Sealed Bids shall be opened by the Committee in the office chamber of the Additional Secretary(General Administration Department) to the Government of Himachal Pradesh, Room No. 229, Armsdale Building, Himachal Pradesh Secretariat, Shimla, Himachal Pradesh-171002 at 11.30 AM on same day. The Technical Bids shall be opened first for scrutiny of the Bid Documents and Technical Data as per the requirement of the Tender Document. Thereafter, the Financial Bids of only technically qualified Bidders shall be opened at date and time to be specified later. However, if the Technical Bid(s) of any Bidder(s) is/are found incomplete or not supported by earnest money/ required documents or deficient in technical parameters as specified in the Tender Document, the Financial Bid of such Bidder(s) shall not be opened.

8. A copy of the Tender Document can be obtained during working hours from the office of the General Administration Department, Section-A, Room No. 34G, Ellerslie Building, H.P. Secretariat, Shimla, Himachal Pradesh-171002 from 22nd November, 2018 onwards against the payment of non-refundable/ non-transferable Tender fee of ₹ 5,000/- (Rupees Five Thousand only) or can be downloaded from the official website i.e. www.himachal.nic.in/gad/. The downloaded tender form must be accompanied by a Demand Draft of ₹ 5,000/- (Rupees Five Thousand only) as Tender fee in favour of the Secretary (General Administration Department) to the

Government of Himachal Pradesh payable at Shimla in addition to earnest money to be deposited with application fee. It is advised that the interested Bidders should browse the aforesaid official website for information regarding any changes, amendments and updates in the Tender Document or any terms & conditions thereof, if any, before submission of bids.

9. The Technical Bid(s) submitted by eligible Bidders shall be accompanied with Earnest Money Deposit of ₹ 50.00 Lakh (in case of requirement of helicopter at column 3(a)) and ₹ 20.00 Lakh (in case of requirement of helicopter at column 3(b)) in the form of FDR/Demand Draft in favour of the Secretary (General Administration Department) to the Government of Himachal Pradesh payable at Shimla.

10. Any Bid/ Tender or Bids/ Tenders which are conditional, not appropriately sealed or received after the specified date and time shall not be entertained. The scope of the helicopter services, activities and other terms and conditions, are detailed in this Tender Document.

11. The Government of Himachal Pradesh reserves the right to accept or reject any Bids or Tenders submitted by the Bidder(s) or to cancel the entire process and reject all bids submitted, at any time without assigning any reason and without incurring any liability to the affected Bidder(s). In that case the earnest money submitted by the bidders will be returned back to the concerned bidders within 30 days of cancellation.

(Manoj Tomar)
Additional Secretary (GAD) to the
Government of Himachal Pradesh.
Phone: 0177-2622686
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GOVERNMENT OF HIMACHAL PRADESH
GENERAL ADMINISTRATION DEPARTMENT

No. GAD-A(E)3-1/2018-II DATED SHIMLA-2 21st November, 2018..

SECTION -B

GENERAL TERMS AND CONDITIONS

1. Introduction

1.1 The Department of General Administration, Government of Himachal Pradesh invites Tenders/ Bids from registered legal Aviation Companies/entities having Non Scheduled Operators Permit of at least 3 (Three) years from DGCA, Government of India for leasing of Helicopter(s) on wet lease basis for a term of 5 (Five) years for multipurpose use of the State Government of Himachal Pradesh including VVIP duty, emergency evacuations/ relief operations and passengers transport. The helicopter(s) must be positioned at Shimla within 6 (Six) months of issuance of Letter of Intent failing which the earnest money and security taken as Bank Guarantee for this commitment shall be forfeited.

1.2 The State Government intends to hire transport Helicopter(s) having following specifications:

(a) One twin engine helicopter with air conditioned cabin having capacity and capability to carry minimum 15 passengers (excluding pilots & crew) plus baggage/ equipment within and outside Himachal Pradesh.

(b) One Medium twin engine helicopter with air conditioned cabin having capacity and capability to carry minimum 5 passengers (excluding pilots & crew) plus baggage/ equipment within and outside Himachal Pradesh.

The transport helicopter(s) offered should be capable to carry passengers specified at 1.2(a) & 1.2(b) to different places in the State of Himachal Pradesh and outside. The Helicopter requirement at 1.2(a) should have excellent performance and be technically fit for flights at high altitudes, having capacity of crossing over peaks and passes upto the height of 15000 ft., capable of taking off/landing in narrow valleys at altitudes upto 12000 ft as well as equipped to fly in cloudy weather. The helicopter requirement at 1.2(b) should have excellent performance and be capable of

landing/ taking off upto altitude of 7000 ft with full capacity as well as equipped to fly in cloudy weather. The detailed terms & conditions and technical parameters required for the Helicopter(s) to be hired on wet lease basis are specified in the eligibility conditions in Para 4 of this document.

1.3 The helicopter(s) must be equipped with latest avionics system, IFR, Air-conditioned Cabin, luxury seats and other essential equipment installed as per applicable DGCA and CARs requirements. The bidder(s) should have arrangement of CRM (Crew Resource Management) training for their crew and meeting subsequent requirement by monitoring on regular basis. There should not be any DGCA/Government of India/ other State Governments enquiry pending against the bidder(s).

1.4 The bidder(s) as a Company/entity must be in the business of operating helicopter services under valid Non-Scheduled Operator's Permit (NSOP) of DGCA, India for at least 3 (Three) years, valid upto date (supporting documents of NSOP to be enclosed in Technical bid). Joint Venture Consortium of Indian NSOP (Non-Scheduled Operator's Permit) holder Operator with any other Indian Non-Scheduled Operator or Indian/ foreign Company/entity having tendered type of helicopter may also participate (Copy of valid NSOP/ copy of Joint Venture Consortium to be furnished in technical bid).

1.5 In case the bidder is a Joint Venture Consortium of an Indian NSOP Holder with helicopter operation business under DGCA with any Indian/Foreign Company having tendered type of helicopter, the Indian Partner having NSOP and helicopter Operation business with major share of capital in the JV Consortium shall be the Lead Partner and financial capacity i.e. annual turnover, net worth, solvency etc. of the Lead Partner shall only be considered. Similarly, the Lead Partner shall be responsible for the operational tasks in adherence of prescribed rules and regulations of the Ministry of Civil Aviation, DGCA & Ministry of Home Affairs, Government of India and other regulatory authorities and these points must be clearly written in the Joint Venture Agreement, failing which, the same shall not be accepted. Joint Venture Agreement copy must be furnished in technical bid for reference.

1.6 Interested parties may apply to the Secretary (General Administration Department) to the Government of Himachal Pradesh on prescribed format. The Bidders are advised to go through the Tender Document & further amendments, if any, carefully before submitting the bids.

1.7 The interested parties/companies should be incorporated in India. NRIs/Foreign Companies must have required clearances from the RBI & FIB (Foreign Investment Board) of the Government of India. Copies of Clearance must be attached with the technical bid(s).

1.8 The documents of successful bidder(s) will be verified with the originals before signing the agreement. The successful bidder(s) has to provide the originals to the Secretary (General Administration Department) to the Government of H.P. on receipt of such letter which will be sent through registered post/e-mail.

1.9 The lease agreement letter must clearly specify that the helicopter(s) in question has/have not been given/shall not be given on lease etc. to any other party till the stipulated Bid Validity Period. If the offered helicopter(s) is/are taken/ intended to be taken on long term lease/outright purchase/JV arrangement from outside India, copy of long term lease agreement/purchase agreement/ JV agreement indicating type, call sign, airworthiness certificate/fitness certificate/ test certificate of the offered helicopter(s) with supporting documents must be furnished in Technical Bid. In case of lease, the lease agreement must clearly specify that the helicopter(s) in question has /have not been given/shall not be given on lease etc. to any other party till the stipulated Bid Validity Period.

1.10 The pilots must be duly trained to fly the offered helicopter(s), (Authenticated documents to be furnished in Technical bids). In addition, the PIC (Pilot in Command) must have minimum experience of flying in monsoon period and should have flown VVIPs/VIPs as per DGCA norms.

1.11 Undertaking regarding valid C of A, C of R, Weight Schedule etc. issued by DGCA and other competent authorities, for the operation of the tendered helicopter must be furnished before positioning of helicopter(s). If offered helicopter(s) is/are taken/ intended to be taken on lease or purchase from outside or by arrangement of Joint Venture Consortium with outside Company, the successful bidder shall have to register the same under DGCA, India and obtain C of A and C of R etc. from DGCA,

India before positioning of the helicopter(s) as per tender condition. An undertaking to this effect must invariably be enclosed along with Lease Agreement/ JV Agreement in Technical Bid.

1.11 The successful bidder(s) will intimate in writing about crew rotation details.

2. Description of the Bidding Process

2.1 No Bidder shall submit more than one bid for each type of helicopter, as per the requirement of State Government as mentioned in Colum 1.2. Separate bids are to be made for each type of helicopter.

2.2 Bids of the eligible Bidders for rendering of helicopter(s) services to the State Government shall be evaluated on the basis of lowest financial rate quoted by a technically qualified Bidder for providing the said services strictly in terms of the draft Deed of Wet Lease Agreement appended with this Tender Document, the terms & conditions whereof shall be deemed to be a part of the terms & conditions of this Tender Document.

2.3 During the bidding stage, the bidders may examine minutely the scope of services envisaged to be rendered, as mentioned in this Tender Document and the draft Deed of Wet Lease Agreement. The Bidders are expected to carry out the investigations and analysis as may be required for preparing and submitting their respective Bids at their own cost and own level.

2.4 All Bidders are required to deposit, along with their Technical Bids, Earnest Money Deposit of ₹ 50.00 Lakh (Rupees Fifty Lakh) (in case of requirement of helicopter at column 1.2(a)) and ₹ 20.00 Lakh (Rupees Twenty Lakh) (in case of requirement of helicopter at column 1.2(b)) by way of ***FDR/Demand Draft*** in favour of Secretary (GAD) to the Government of Himachal Pradesh, Shimla, Himachal Pradesh-171002 payable at Shimla. The Bid(s) shall be summarily rejected if it is not accompanied by requisite Earnest Money Deposit. Also, in case, the application form is downloaded from website additional amount of ₹ 5,000/- (Rupees Five Thousand only) be also deposited in the form of bank demand draft in favour of Secretary (GAD) to the Government of Himachal Pradesh. ***The Earnest Money shall be refundable not later than 30 days from the Bid Due Date, except in the case of the Successful Bidder.***

2.5 The Government of Himachal Pradesh is following two stage bidding process based on Two Bid Formats i.e. Technical and Financial **(separate bids for each requirement of helicopter(s) as mentioned in column 1.2)**, for the selection of Aviation Companies/entities for providing of services strictly in accordance with the terms and conditions of the draft deed of Wet Lease Agreement which is at **Section-D** of the Tender Document.

2.6 The Bid(s) shall be typed or written in English language in indelible ink and signed by the Authorised Signatory of the company/firm. All the alterations/omissions/additions/any other amendments made in the bid document be initialed by the person signing the Bid(s). A copy of the Board Resolution and/ or an appropriate Power of Attorney in favour of the Authorized Signatory of the Bidder(s) shall be submitted as a part of the Technical Bid(s).

2.7 The Types of bids:

A. The Technical Bid should contain the following :

a) Technical BID(s) must have the following documents:-

(a) Certificate that the offered Helicopter(s) has upto date DGCA clearance to fly VVIP/VIP.

(ii) Undertaking regarding submitting C of A, C of R and Insurance with other valid documents before positioning of helicopter(s).

(iii) The Helicopter(s) offered should be endorsed on with NSOP and duly registered in India.

(iv) Fully Air-conditioned Cabin and with IFR capability.

(v) Proof of seat insurance and third party liability.

(vi) Declaration regarding accident free record of the service provider in the past 5(Five) years/record of accidents in the past 5 (Five) years.

(vii) Helicopter with good operational capability/reliability and easy maintainability.

(viii) Other documents as mentioned in Schedule-I of document.

b) Details of the Bidding company/firm including the size of the company, manpower, financial strength, turnover, history etc; specifications and details

of the Helicopter(s) to be offered for services; details of crew members; all relevant technical details, permits, certificates, etc. as per Schedule–I along with all the relevant supporting documents as mentioned therein.

c) Earnest Money of ₹ 50.00 Lakhs/ ₹ 20.00 Lakhs (as the case may be) in the form of ***FDR/Demand Draft*** in favour of the Secretary (GAD) to the Government of Himachal Pradesh. In case the bid document is downloaded from website additional amount of ₹ 5,000/- (Rupees Five Thousand only) in form of demand draft may also be added.

d) Tender Letter as per the format at Schedule-III.

e) Undertakings regarding arranging fully airworthy backup helicopter(s) of the similar type and with qualified pilots and air crew to be provided to the State Government as per requirements of the State Government.

f) Undertakings regarding providing mountain flying experience of the Pilots and the air crew as licensed by DGCA with high altitude flying experience and requisite flying experience for VVIP/VIP flights as required under relevant Civil Aviation Rules (CARs).

g) Copies of current valid Non-Scheduled Operator's Permit, Airworthiness Certificate, Certificate of Helicopter(s), Certificate of Registration, Insurance Policy and other documents needed for the operation of the Helicopter(s) issued by DGCA and other competent authorities, for the operation of the Helicopter(s). Copies of other required and relevant documents as stated in Schedule-I should also be attached.

h) Technical specifications of the Helicopter(s) being offered including safety parameters shall also be mentioned along with proof of strong technical/ maintenance support from the manufacturer of the Helicopter(s)/MRO(s) duly approved by the DGCA, GOI.

i) Flight safety record/accident/incident, if any during the last 5 (Five years) years of the air operation of the Helicopter(s) is also to be enclosed. The service ability record of the Helicopter(s) for the last one year is also to be enclosed.

j) A copy of the Board Resolution and/ or an appropriate Power of Attorney in favour of the Authorized Signatory of the Bidder.

k) Copy of Joint Venture Agreement if bidder is a Joint Venture Consortium.

l) Certificate from Statutory Auditor.

B. **The Financial Bid shall contain the following :**

Schedule of rates per flying hour duly filled in and signed with seal as per Schedule-II attached herewith.

C. The Technical Bid and Financial Bid are to be kept and sealed in separate envelopes with proper markings at the top corner of the envelops as under:

"Technical Bid Documents for Hiring of _____Helicopter on Wet Lease basis" dated _____

"Financial Bid Documents for Hiring of _____Helicopter on Wet Lease basis" dated _____

D. **Both the Bids should be placed in a third envelope properly sealed super-scribed (in Capitals) as follows** :

"TENDER FOR HIRING OF _____HELICOPTER ON WET LEASE BASIS BY THE GOVERNMENT OF HIMACHAL PRADESH"

"TOP SECRET/HIGHLY CONFIDENTIAL/TO BE OPENED ONLY BY THE COMMITTEE"

The Bid/ Tender, along with a copy of the Tender Document including the draft Deed of Wet Lease Agreement with each page duly signed and stamped, and as enveloped above should be addressed to:

"The Secretary (General Administration Department) to the Government of Himachal Pradesh, Shimla, Himachal Pradesh-171002.

From: _____

_____"

2.8 The Bidders shall ensure that their sealed Bids should reach General Administration Department, Section-A, Room No. 34-G, Ellerslie Building, H.P. Secretariat, Shimla, Himachal Pradesh-171002 on or before 5th **December, 2018 upto 11.00 A.M**. The Government of HP shall not be responsible if the Bid/ Tender of any Bidder gets misplaced or delayed in transit and is not received by the Government of HP by the prescribed date and time.

2.9 Sealed Bids shall be opened by the Committee in the office chamber of the Additional Secretary (General Administration Department) to the Government of Himachal Pradesh, Room No. 229, Armsdale Building, H.P. Secretariat, Shimla-2 at **11.30 AM** on 5th **December, 2018**. The Technical Bids shall be opened first and scrutinized. Thereafter, the Financial Bids of the technically qualified Bidders shall be opened at date, time and venue, to be specified later. However, if the Technical Bid(s) of any Bidder(s) is/ are found incomplete or not accompanied by the Earnest Money Deposit or any required documents or is deficient on technical parameters as specified in the Tender Document, the Financial Bid(s) of such Bidder(s) shall not be opened. The decision of the Government of HP in this regard shall be final and binding on the bidders. If required General Administration Department may ask the qualified bidders to make presentation on operations of their company/firm.

2.10 Bidders shall provide all the information sought in the Tender Document and while submitting their Bids/ Tenders, shall strictly adhere to the prescribed format(s) as provided in the Tender Document so as to facilitate the Government of HP to consider and evaluate them properly. Any change in the format or incomplete or misleading information may lead to rejection of the Bid(s).

2.11 Any condition or qualification or any other stipulation contained in the Bid(s), which in the opinion of the Government of HP tantamount to making the Bid(s) conditional, shall render the Bid(s) liable for rejection.

2.12 The Bids and all communications in relation to or concerning the Tender Document shall be in English language. In case of variation in amounts mentioned in figures and in words in Financial bid(s), the amount mentioned in words shall be considered.

2.13 The Bids shall be valid for a period of 6 months from the closing date.

2.14 The Bidders shall be responsible for all the costs and expenses associated with the preparation of the Bids and their participation in the Process. Government of HP will not be responsible or in any way liable for such costs/expenses, regardless of the conduct of the Bidding Process.

2.15 During Technical Evaluation stage, if any additional information or clarifications is/ are required by the Committee, the same shall be provided promptly by the concerned Bidder.

2.16 The Government of HP reserves the right to verify all statements, information and documents submitted by the Bidders in response to the Tender Document and the Bidders shall, when so required by the Government of HP, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Government of HP shall not relieve the Bidders of obligations or liabilities hereunder nor will it affect any rights of the Government of HP hereunder.

2.17 The Government of HP reserves the right to reject any Bid(s) and appropriate the Earnest Money Deposit in case a mis-representation is made or uncovered at any time or the Bidder does not provide, within the time specified by the Government of HP, the supplemental information sought from it for evaluation of the Bid(s).

2.18 The Government of Himachal Pradesh shall have an unqualified option to forfeit the earnest money, performance bank guarantee and to black list the company or for termination of agreement:-

(a) If the Bid(s) is/are withdrawn during the bid period or any extension thereof agreed by the bidder.

(b) If the Bid(s) is/are changed or modified in a manner not acceptable to Government of Himachal Pradesh during the validity or agreed extension of the validity or after issue of Letter of Intent by the Government of Himachal Pradesh and prior to signing of agreement.

(c) If successful bidder(s) seeks modifications to the agreed terms and conditions.

(d) If the successful bidder(s) refuses to satisfactorily carry out/undertake operations at any time of operations for whatsoever reasons.

(e) If the successful Bidder(s) after issuance of Letter of Intent (LOI) fails to position the Helicopter(s) at the Base on or before the specified date.

(f) If the performance of the awarded bidder is found unsatisfactory during the contract period or contravenes any terms & conditions of the contract or disobeys the directions of the Government of Himachal Pradesh issued from time to time or fails to provide back-up helicopter(s) during grounding of the contractual helicopter(s) for technical snags or any other reason.

(g) Any default in service as indicated in this document and/ or the lease agreement shall enable the State Government to terminate the lease upon which the operator shall not be entitled to demobilization charges, if any, apart from taking other penal actions as per lease agreement.

In addition to forfeiture of Earnest Money Deposit as detailed above, the Government of HP may backlist the successful Bidder(s) and debar it from participating in any future Tenders to be floated by the Government of HP for a specified period.

2.19 The Bidder(s) who quotes the lowest financial rate per flying hour based on the terms & conditions including the condition of minimum guaranteed 40 (Forty) flying hours per calendar month, inclusive of all operational costs and other expenses of airport, helipad usage and AAI's navigational charges including the cost of Aviation Turbine Fuel (ATF), cost of landing and charges of AAI, cost of extension of watch hours, ATF positioning, lodging and boarding and transportation of all crew both flying and technical shall be declared as the successful Bidder(s).

2.20 After selection, a Letter of Intent (LOI) shall be issued by the Government of Himachal Pradesh to the successful Bidder(s) who shall acknowledge the acceptance of the same within 3 days of receipt of the LOI by it.

2.21 Towards due and faithful fulfillment of its obligations as contemplated in the Tender Document and the Wet Lease Agreement, the successful Bidder(s) shall furnish Performance Security by way of an unconditional and irrevocable Bank Guarantee from any Nationalized or Scheduled Bank in India payable at Shimla as per the format given in Schedule-IV of the Tender Document, for an amount of ₹ 1.00 Crore(Rupees One Crore Only) in case of requirement of helicopter mentioned in column 1.2 (a) and ₹ 50.00 Lakh (Rupees Fifty Lakh only) in case of requirement of

helicopter mentioned at column 1.2(b), in favour of the Secretary (General Administration Department) to the Government of Himachal Pradesh within a period of 15 days from the date of acceptance of LOI. The Performance Bank Guarantee shall remain valid for the entire Term of Agreement or any extension thereof. It is clarified that submission of the aforesaid Performance Guarantee by the successful Bidder(s) shall be a precondition for signing of the Wet Lease Agreement.

2.22 The successful Bidder(s) shall execute with the Secretary (General Administration Department) to the Government of Himachal Pradesh, the Wet Lease Agreement within one month from the date of acceptance of LOI alongwith the Performance Bank Guarantee. The successful Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the terms of the Wet Lease Agreement. In case of non-execution of wet lease agreement within stipulated time, the Earnest Money Deposit of the successful bidder(s) shall be forfeited.

2.23 The offered new helicopter(s) should not be more than 5 (Five) years old and must be positioned at Shimla **within 6(Six) months from the date of issue of Letter of Intent (LOI)**. However, the successful bidder(s) must position alternate helicopter(s) at Shimla within 15 days of issuance of LOI; the model, vintage and rates etc. thereof to be decided mutually. In case agreement cannot be arrived at, H.P. Government shall be at liberty to negotiate with the bidder or with any other third party. If the successful Bidder(s) fails to deliver and make the Helicopter(s) operational within such time limit as aforesaid, the Government of Himachal Pradesh shall have the right to cancel the offer/ LOI and forfeit the Earnest Money Deposit and Performance Bank Guarantee. There upon, the Government of Himachal Pradesh may at its sole discretion, invite the second lowest Bidder(s) and if required the third lowest bidder and so on, to negotiate the rates for the purpose of providing the Helicopter(s) and the successful Bidder(s) shall not object to the same.

2.24 The Government of Himachal Pradesh reserves the right to accept or reject any Bid(s) or Tender(s) submitted by the Bidder(s) or to cancel the entire Bidding process and reject all Bids submitted, at any time without assigning any reason and without incurring any liability on account of affected Bidder(s).

3 Rejection Criteria:-

(i) Non-submission of bid as per terms & conditions of this tender.

(ii) Bids having/seeking deviations from the tender.

(iii) Non-submission of 'Declaration' by bidder(s) that they have not modified any part of the Bid Document.

(iv) Financial bids/EMD not submitted or not in accordance with the specified format of tender by original sign & stamp.

(v) Non-submission of solvency certificate (in original) along with Technical bid(s).

(vi) Non-submission of copy of Joint Venture Agreement, Lease Agreement, Purchase Agreement etc. as the case may be alongwith supporting undertaking/papers of Airworthiness Certificate/ Fitness Certificate/ Test Certificate etc.

(vii) Non-submission of valid NSOP, undertaking regarding submitting C of A, C of R before positioning of helicopter(s), proof of prescribed age of helicopter(s) which should not be more than 5(Five) years old to be positioned after first six months. Undertaking to provide Back-up helicopter, Details of Pilots, Engineers and Crew and documents of Pilots' experience as specified and other documents/ information in support of required Technical parameters mentioned in clauses supra.

(viii) Non-submission of Original Earnest Money Deposit of requisite value in Technical bid.

(ix) Any other factor that may not be in the interest of the State.

NOTE: (a) The solvency certificate will be accepted not older than six months from the date of Technical bid submission. The bidder(s) shall have to submit Solvency Certificate from any Nationalized or Scheduled Bank of India.

(b) The bidder will provide a copy of each of audited Annual Accounts of previous consecutive three financial years i.e. FY 2015-2016, 2016-2017, 2017-2018 (to be submitted with Technical bids) in case of bidder being a Joint Venture Consortium, Annual Accounts of three years of the Lead Partner shall be furnished).

(c) The bidder(s) should also furnish a Certificate (to be submitted with Technical Bids) from their statutory auditor engaged by them for their annual accounts and not by a practicing Chartered Accountant, confirming their financial capability to execute the wet lease hire agreement for quoted Helicopter(s) in addition to their present jobs and planned jobs on hand in the helicopter aviation business.

4. Schedule of Bidding Process

The State Government shall endeavor to adhere to the following schedule :

	EVENT DESCRIPTION	**DATE**
1.	Due Date for submission of bids :	5th December, 2018 upto **11.00** A.M..
2.	Opening of Technical Bids :	5th December, 2018 at **11.30** A.M.
3.	Opening of Financial Bids:	After scrutiny/evaluation of Technical Bids. Venue, Date and time shall be intimated later.
4.	Validity of Bids.	6 months from closing date of bids **(From 5.12.2018 to 4.05.2019)**
5.	Issuance of the Letter of Intent (LOI) :	Date shall be intimated separately.
6.	Signing of Wet Lease Agreement:	Date shall be intimated separately.
7.	Positioning Date:	The offered new helicopter(s) which should not be more than 5(Five) years old must be positioned at Shimla within 6(Six) months from the date of issue of Letter of Intent (LOI). However, the successful bidder(s) must position alternate helicopter(s) at Shimla within 15 days of issuance of LOI; the model, vintage and rates etc. thereof to be decided mutually. In case agreement cannot be arrived at, H.P. Government shall be at liberty to negotiate with the bidder or with any other third party.

4. *ELIGIBILITY CONDITIONS*

A. Each Bidding Company/Entity must fulfill the following eligibility conditions:

(a) The Bidder(s) shall position the helicopter(s) on Base at Annandale/Sanjauli, Shimla ***within 6(Six) months from the date of issue of Letter of Intent(LOI)*** failing which the earnest money and security taken as Bank Guarantee for this commitment shall be forfeited.

(b) The Bidder(s) should hold a valid Air Operator Certificate (AOC) suitable for the type of operations proposed to be carried out in terms hereof.

(c) The bidder(s) shall give the undertaking to provide accident free/accident record for last 5 years, DGCA licensed air crew with high altitude flying experience and flying experience for VVIP flights.

(d) The bidder(s) shall give the undertaking for providing technically qualified and professionally competent Pilots and crew for undertaking all type of flights including those of VVIPs as required vide relevant Civil Aviation Requirements (CARs) on the subject as laid down by DGCA from time to time. High altitude flying experience of the Pilots and Air Crew is also mandatory.

(e) The Bidder(s) must have a minimum number of pilots(Pilot in command & Co-Pilot) on its rolls, each of whom are duly trained/authorized to fly the helicopter(s) offered and should have been in the direct employment of the Bidder(s) for a minimum period of Three(03) months on the date of Bidding as under:

(i) Bidder(s) bidding only for helicopter at serial No. 1.2(a) must have a minimum of three pilots.
(ii) Bidder(s) bidding only for helicopter at serial No. 1.2(b) must have a minimum of three pilots.

Bidder(s) bidding for both helicopters must have a minimum numbers of pilots added up as per requirement per type of helicopter indicated herein above. Further, the Pilot(s) in Command (PIC) must possess the requisite PIC flying experience as required for operating flights in hilly and mountainous areas as laid down in CAR Sec 8(H) of DGCA.

(f) The Bidder(s) shall give the undertaking for providing certificate of airworthiness and the permit of aircraft operation for VVIP flights from DGCA as required vide CAR Section 3, Series C, Part X.

(g) Bidder(s) shall give the undertaking for providing self attested photo copies of flying licenses and Medical assessment issued by DGCA before positioning of helicopter(s).

(h) The Bidder(s) must be currently in the business of operating helicopter services and should have valid Non-Scheduled Operator's Permit (NSOP) of DGCA, Government of India. The bidder(s) should be in Helicopter flying/operations business and must have arrangements for an additional similar or as mutually agreed helicopter(s) in fully airworthy condition with complete set of pilots and air crew. If the contracted helicopter(s) is/are grounded for more than the specified/ permitted days in any calendar month, the bidder shall replace, at its expenses, the helicopter(s) with a similar helicopter(s) or mutually agreed and acceptable to the State Government (hereafter called as **Lessee**) or the bidder (hereafter called as **Lessor**) shall indemnify the Lessee the entire cost of alternative arrangements which the Lessee may make. The similar or mutually agreed helicopter(s) shall be required to be positioned at the Base within 48 hours of grounding of the Helicopter(s) under service due to technical snags or any other reasons whatsoever. No ferry charges shall be paid by the State Government for the ferry of back up helicopter(s) and if the lessor fails to re-position the helicopter(s) after the authorized grounding the Lessor will be liable to provide replacement of equivalent helicopter or mutually agreed helicopter(s) .

(i) The Bidder(s) must have given undertaking for full maintenance support and the required infrastructure for maintenance and operation of the Helicopter(s) being offered, duly approved by DGCA.

(j) The bidder(s) will be allowed to ground the helicopter(s) for maintenance at the rate of 4 (four) days per calendar month during the term of this agreement. The State Government shall deduct charges on prorata basis for excess days of grounding beyond authorized number of days based on fixed monthly charges.

If the helicopter(s) is/are not available cumulatively for more than two hours and upto 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.

In the event of grounding of operating helicopter(s) for scheduled/routine inspection/maintenance or technical snags or whatsoever, for excess days of grounding beyond permissible down time of 4 days in a month, if the Bidder(s) fails to provide back-up helicopter(s) of similar type, a penalty of ₹ 60,000/- (₹ Sixty Thousand) only per day for helicopter at Serial No. 1.2(a) and ₹ 40,000/- (₹ Forty Thousand) only per day for helicopter at Serial No. 1.2(b) shall be imposed and the amount so calculated shall be deducted from the fixed monthly charges bill of that month or any other month. This penalty is in addition to the deduction of prorata Fixed Monthly Charges for the excess days of grounding beyond permissible Down Time of 4 days.

(j) The bidder(s) shall give notice to the State Government for any scheduled inspection/maintenance to be carried out on the helicopter(s) at least seven days in advance.

(k) The Bidder(s) shall have to submit last Safety Audit Report conducted by DGCA, GOI. Surveillance reports of operations and maintenance by DGCA should also be enclosed.

(l) In case the information given by the bidder(s) in the bids is later on found to be incorrect after opening of financial bids then their bids will be rejected forthwith and the bidder(s) may be debarred for bidding in the State for specified period of time.

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

(n) Any dispute of difference whatsoever arising between the parties to the agreement of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be referred to the Chief

Secretary to the Govt. of Himachal Pradesh as sole Arbitrator who will decide all disputes in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the award made there under by the Arbitrator shall be final and binding upon both the parties, subject to legal remedies available under the law.

B. Helicopter(s) being offered by the Bidder(s) should possess the following mandatory specifications / requirements:

a) The offered new helicopter(s) should not be more than 5 (Five) years old and shall be deployed not later than six months of issue of Letter of Intent(LOI).

b) Should have a valid certificate of airworthiness from the DGCA.

c) Should have the necessary certification of the manufacturing company acceptable to DGCA and the Ministry of Civil Aviation, Government of India. The Helicopter(s) must at all times during the Term of Agreement comply with the mandatory modifications issued by its manufacturers. Furthermore, the mandatory modifications prescribed by DGCA and other modifications as are applicable, must be complied with.

d) The transport helicopter(s) offered should be capable to carry passengers specified at 1.2(a) & 1.2(b) to different places in the State of Himachal Pradesh and outside. The Helicopter requirement at 1.2(a) should have excellent performance and be technically fit for flights at high altitudes, having capacity of crossing over peaks and passes upto the height of 15000 ft., capable of taking off/landing in narrow valleys at altitudes upto 12000 ft as well as equipped to fly in cloudy weather. The helicopter requirement at 1.2(b) should have excellent performance and should be capable of landing/ taking off upto altitude of 7000 ft with full capacity as well as equipped to fly in cloudy weather. Should be fitted with modern/ latest avionics, NAV equipment, flight & safety equipment etc.

e) Should have appropriate oxygen masks and oxygen supply system as per guidelines laid down by DGCA required for passengers flying at high altitude.

C. The Bidder(s) shall also meet the following requirements laid down by the DGCA in respect of the offered Helicopter:

(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.

(d) Requirement for installation of Cockpit Voice Recorders as per CAR Section-II, Series I Part VI and other relevant rules & regulations.

In addition to above, the Bidder(s) shall also comply at all times with all the upto date relevant rules, notifications, instructions, CARs and other regulations issued by DGCA including CAR Section 7 Series B, CAR Section 3 Series C Part X etc.

The CARs referred above and other relevant details as required may be down loaded from the website of Directorate General Civil Aviation, India i.e. www.dgca.nic.in or a copy thereof may be collected from the office of DGCA, Aurbindo Marg, Opp. Safdarjung Airport, New Delhi 110003, India .

D. Scope of Services

The successful Bidder(s) shall carry out its operations/ services in accordance with the terms and conditions contemplated in the draft Wet Lease Agreement (Section-D) and the Tender Document. The successful Bidder(s) shall also maintain the validity of the various licenses, permits etc. at all times during the Term of the Agreement or such extended period when the services are being offered by the successful Bidder(s) to the Government of HP. Further, the successful Bidder shall also:

(i) Throughout the Term of Agreement maintain at its own expense, full liability insurance/ self insurance of the Helicopter(s) including that of the backup helicopter(s). The Bidder(s) shall also maintain throughout the Term of Agreement at its own expense, insurance/ self insurance against war risk, hijacking etc.

(ii) Pay all taxes including withholding taxes, duties, levies, fees, charges, costs etc. including passengers/freight insurance, landing and parking charges at various locations as applicable, extension of watch hours including all taxes thereof. However, GST or any such indirect tax on the Flying Charges shall be paid by the State Government. Income Tax at Source at the rates applicable from time to time, shall be deducted by the Government of Himachal Pradesh from the monthly bills of the successful Bidder(s).

(iii) Make adequate arrangement of infrastructural facilities for inspection & maintenance of its Helicopter(s) with spare parts, full strength of Pilots & Crew along with their accommodation, transportation, fuel, insurance etc. with regard to operation of the Helicopter(s).

(iv) Have to provide experienced licensed crew for operations and qualified & experienced maintenance crew for servicing of the Helicopter(s) to be hired in order to maintain the helicopter(s) for operational use for VVIP/VIP of State Government etc. during the Term of the flights (Day & Night), within the capability. The successful Bidder(s) shall at times be required to undertake IFR of the Helicopter(s) to meet specific requirements of the State Govt.

(v) Shall also abide by all relevant rules, CARs and other regulations issued/ modified/ amended by DGCA and other competent authorities from time to time during the Term of Agreement or any extension thereof.

(vi) Deliver the Helicopter(s) at Annandale/Sanjauli, Shimla, Himachal Pradesh within 15(Fifteen) days from the date of issue of Letter of Intent(LOI).

(vii) Strength of crew members as prescribed by DGCA during flying of helicopter(s).

E. RATES:

The rates quoted by the bidder shall include all taxes, levies, duties, costs etc. except service tax (payable to the Government of India), leviable under the agreement including personal tax liabilities of the Bidder(s) and their sub-bidders and associates. The service Tax/GST at the prevailing rates, if applicable, shall be paid to the operator(s) by the State Government on their bills. The bidder(s) shall, therefore, confirm this aspect in their bid categorically. The bidder(s) shall be allowed 4% escalation every subsequent year on the rate quoted for the first year to meet increase in salary, prices in fuel, custom duty rates for purchase of spares etc.

SECTION-C

SCHEDULES

SCHEDULE- I

TECHNICAL BID

Government of Himachal Pradesh,
General Administration Department

COMPANY BACKGROUND AND HELICOPTER SPECIFICATIONS TO BE SUBMITTED ALONGWITH THE BID

The Bidders are advised to furnish necessary information required against the respective columns.

If a Bidder fails to answer any column of this form, its Bid shall not be evaluated.

1	Name of the owner of the Helicopter. If not registered in the Bidder's name, what is the legal nature of arrangement with the owner? (*Proof of possession i.e. Registration Certificate/ Lease Agreement to be provided*)			
2	Are you holding Operator's Permit/Approval from the Regulatory Authority (*please attach copy*)			
3	ISO 9001-2000 certification OR any other accredited certification of the firm duly supported with documentary proof.			
4	Average annual turnover of the Bidder relating to helicopter operations for the last three years as per audited balance sheet, a copy whereof to be enclosed. (FY 2015-16, 2016-17, 2017-2018)			
5.	Last Annual Safety Audit Report. (*Copy to be enclosed*)			
6.	Detail of earnest money deposit of ₹ 50.00 Lakh and/or ₹ 20.00 Lakh (as the case may be).			
7.	Duration of validity of Bid(6(Six) months from Bid due date)			
8.	Type of Helicopters offered: (a) Call sign/ Regn. No of the helicopter (b) Year of manufacture (c) Manufacturer's Name (*Proof to be attached*). (d) Copy of NSOP		For first six months	After first six months

	(e) Copy of WPC (f) Copy of weight			
9.	(i) Passengers/ VVIP seats available (*excluding Pilots and crew*) (ii) No. of seats offered (excluding Pilots and crew)			
10.	Number of flying hours done on the Helicopter.			
11.	Number of available flying hours for next six months on the Helicopter.			
12.	Down time per month (*permitted down time 4 days per month*).			
13.	Date of issue of certificate of Airworthiness of the Helicopter (*proof to be attached*).			
14.	Date of expiry of Certificate of Airworthiness.			
15.	Copy of hull & crew insurance indicating insurance certificate Number and its validity.			
16.	Last major inspection date and time.			
17.	Engine Hours/Start cycles.			
18.	Present Location of the helicopter.			
19.	Whether in a position to deliver the Helicopter at the Base at Shimla and make the same operational by _____ ?			
20.	Bidder's total fleet of Helicopters (*type with call sign*).			
21.	Total Company staff strength (i) Pilots (a) Indian (b) Foreign Nationals (ii) Licensed Engineers. (a) Indian (b) Foreign Nationals (iii) Other staff.			
22.	Past experience (*last three years*) with detail of existing operations. (FY 2015-16, 2016-17, 2017-2018)			
23.	Undertakings regarding arranging airworthy back up helicopters of the similar type and with qualified pilots and air crew to be provided to the State Government as per requirements of the State Government.			
24.	Undertaking regarding providing mountain flying experience of the Pilots and the air crew as licensed by			

	DGCA with high altitude flying experience and requisite flying experience for VVIP flights as required under relevant CARs.			
25.	List of safety, navigation/ communication equipments etc, available on board the helicopter offered.			
26.	Fuel details * Type of fuel in use * Standard fuel cap on board (Kgs) * Fuel consumption per hour (KG/Ltrs both).			
27.	Range without reserve (in Nautical Miles).			
28.	Speed of helicopter in Knots with (i) VNE (ii) Max. Cruising speed.			
29.	Has the helicopter being offered been involved in any accident/fatal accident in the past? If yes, please give details of the cause of accident(s). Details of other accident(s)/incident(s) may also be provided.			
30.	List of existing clients.			
31.	Undertaking for provision of the insurance cover for helicopter passengers and third party(ies) as per Tender requirement (*attach copy of policy/ certificate*).			
32.	Whether entire services shall be provided by the Bidder? If not, give details of work/ part of services to be outsourced? Give details of the outsource agency.			
33.	Confirmation that Bidder is willing to abide by all the requirements laid down by Civil Aviation Regulatory Authority of India i.e. DGCA as specified in the Tender document.			
34.	Are aviation oxygen masks for air crew and passengers available?			

Signature ----------

Name ----------

Designation ----------

(Seal of the Company) **Date ----------**

(Authorised Signatory of the Bid)

Schedule-II

FINANCIAL BID

Government of Himachal Pradesh
General Administration Department

(A) RATE SCHEDULE FOR TWIN ENGINE HELICOPTER HAVING CAPACITY AND CAPABILITY TO CARRY MINIMUM 15 PASSENGERS PLUS BAGGAGE/EQUIPMENT WITHIN AND OUTSIDE HIMACHAL PRADESH

(1) Rate Per Flying Hour for minimum guaranteed 40 flying hours every calendar month for first six months: ₹_____

(Rupees _____) including all taxes inclusive of withholding taxes, duties, levies, fees, charges, costs etc. including passengers/freight insurance, landing & parking charges at various locations as applicable, extension of watch hours (except GST as applicable).

Amount for minimum guaranteed 40 flying hours each calendar month : 30 x ₹_____

= ₹ _____ (Rupees _____).

(2) Rate Per Flying Hour for minimum guaranteed 40 flying hours every calendar month for period after initial six months with helicopter not more than 5(Five) years old: ₹_____

(Rupees _____) including all taxes inclusive of withholding taxes, duties, levies, fees, charges, costs etc. including passengers/freight insurance, landing & parking charges at various locations as applicable, extension of watch hours (except GST as applicable).

Amount for minimum guaranteed 40 flying hours each calendar month : 30 x ₹_____

= ₹ _____ (Rupees _____).

(B) RATE SCHEDULE FOR MEDIUM TWIN ENGINE HELICOPTER HAVING CAPACITY AND CAPABILITY TO CARRY MINIMUM 5 PASSENGERS PLUS BAGGAGE/EQUIPMENT WITHIN AND OUTSIDE HIMACHAL PRADESH

(1) Rate Per Flying Hour for minimum guaranteed 40 flying hours every calendar month for first six months: ₹_____

(Rupees_____) including all taxes inclusive of withholding taxes, duties, levies, fees, charges, costs etc. including passengers/freight insurance, landing & parking charges at various locations as applicable, extension of watch hours (except GST as applicable).

Amount for minimum guaranteed 40 flying hours each calendar month : 30 x ₹_____

= ₹ _____ (Rupees _____).

(2) Rate Per Flying Hour for minimum guaranteed 40 flying hours every calendar month for period after initial six months with helicopter not more than 5(Five) years old: ₹_____

(Rupees _____) including all taxes inclusive of withholding taxes, duties, levies, fees, charges, costs etc. including passengers/freight insurance, landing & parking charges at various locations as applicable, extension of watch hours (except GST as applicable).

Amount for minimum guaranteed 40 flying hours each calendar month : 30 x ₹_____

= ₹ _____ (Rupees _____).

We unconditionally accept all the "Terms and Conditions" of the Tender Document No. _____ dated _____.

Signature ----------

Date ---------- **Name ----------**

Designation ----------

Authorized Signatory

SCHEDULE-III

FORMAT OF TENDER LETTER

(to be submitted with the Technical Bid)

To

The Secretary (GAD) to the
Government of Himachal Pradesh, Shimla-2.

Subject: Hiring of Helicopter(s) on Wet lease basis by the Government of Himachal Pradesh

Sir,

We, the undersigned, have considered and complied with the various Bidding instructions as contained in the Tender Document and have accepted the Tender Document with terms and conditions of the draft Wet Lease Agreement in respect of hiring by Government of Himachal Pradesh of a twin engine Helicopter with air conditioned cabin having carrying capacity and capability to carry minimum 15 passengers (excluding pilots & crew)/Medium twin engine helicopter with air conditioned cabin having capacity and capability to carry minimum 5 passengers (excluding pilots & crew), plus personal baggage/ equipment to various places in Himachal Pradesh and outside The transport helicopter(s) offered should be capable to carry passengers specified at 1.2(a) & 1.2(b) to different places in the State of Himachal Pradesh and outside. The Helicopter requirement at 1.2(a) should have excellent performance and be technically fit for flights at high altitudes, having capacity of crossing over peaks and passes upto the height of 15000 ft., capable of taking off/landing in narrow valleys at altitudes upto 12000 ft as well as equipped to fly in cloudy weather. The helicopter requirement at 1.2(b) should have excellent performance and be capable of landing/ taking off upto altitude of 7000 ft with full capacity as well as equipped to fly in cloudy weather, in full cognizance and compliance with the conditions and regulations of the government authorities. We, the undersigned, hereby offer to provide Helicopter(s) for which we have tendered. The services shall be rendered by us in conformity and in accordance with the terms & conditions of the Tender document to the entire satisfaction of the Government of Himachal Pradesh, at the price and schedule of rates to be quoted in our Financial Bid.

We further confirm and stipulate as follows:-

1. Until the final Deed of Wet Lease Agreement/ Contract documents are prepared and executed, this Tender Document, together with modifications/ additions/ deletions agreed to by the Government of Himachal Pradesh and pursuant to their written acceptance thereof, shall constitute a binding contract between us and the State Government upon the terms of this Tender including the Price Schedules accompanying the same.

2. We shall be prepared to provide the services on the location, to commence within the stipulated time period and to complete the same in accordance with the terms & conditions of the Deed of Wet Lease Agreement during the 5 years Term of the Agreement or any extension thereof. The aforesaid time schedule i.e. its beginning and completion dates are of the essence of the Agreement.

3. We undertake and confirm that prices quoted in our Financial Bid(s) shall remain firm and capable of acceptance by you in accordance with the provisions hereof for a period of 6 months from the Bid(s) Due Date.

Date _____day of _____

Signature _____

Name _____

In the capacity of _____

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

Witness : _____

SCHEDULE-IV

FORMAT OF PERFORMANCE SECURITY IN THE FORM OF PERFORMANCE BANK GUARANTEE OF THE LESSOR

Bank Guarantee No.: Dated: _____

Issuer of Bank Guarantee:

_____(Name of the Bank)

_____

_____

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

The Secretary (GAD) to the
Government of Himachal Pradesh, Shimla.

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance during the Term of the Agreement in respect of the Deed of Wet Lease Agreement (hereinafter referred to as the "Agreement") to be executed between the Secretary, Department of General Administration, Government of Himachal Pradesh ("hereinafter referred to as the "LESSEE") and_____(hereinafter referred to as the "LESSOR") for providing of services by the LESSOR of a twin engine Helicopter with air conditioned cabin having carrying capacity and capability to carry minimum 15 passengers/Medium twin engine helicopter with air conditioned cabin having capacity and capability to carry minimum 5 passengers plus personal baggage/ equipment or a Helicopter of equivalent performance duly certified by the Directorate General of Civil Aviation (DGCA), Government of India to the LESSEE (hereinafter referred to as the "Services"), provided however, such context of the Bank Guarantee or reference to the Agreement in this

Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. "Performance Security" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and the LESSEE and is not dependent upon execution or performance of any Agreement between LESSEE and _____ (name of the LESSOR).

Operative part of the Bank Guarantee:

1. At the request of the LESSOR, we _____, _____ (name and address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the LESSEE i.e. the beneficiary on behalf of the LESSOR, upto a total sum of ₹ 1.00 Crore (Rupees One Crore Only) and/or ₹ 50.00 Lakh (Rupees Fifty Lakh Only), as the case may be, such sum being payable by us to LESSEE immediately upon receipt of first written demand from the LESSEE.
2. We unconditionally and irrevocably undertake to pay to the LESSEE on an immediate basis, upon receipt of first written demand from the LESSEE and without any cavil or argument or delaying tactics or reference by us to LESSOR and without any need for the LESSEE to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the LESSOR or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of ₹ 1.00 Crore (Rupees One Crore Only) and/or ₹ 50.00 Lakh (Rupees Fifty Lakh Only), as the case may be,
3. We hereby waive the necessity of the LESSEE demanding the said amount from LESSOR prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the LESSEE that the LESSEE shall be the sole and the exclusive judge to determine that whether or not

any sum or sums are due and payable to him by LESSOR, which are recoverable by the LESSEE by invocation of this Guarantee.

5. This Guarantee will not be discharged due to the change in constitution of the Bank or the LESSOR. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the LESSEE.

6. We unconditionally and irrevocably undertake to pay to the LESSEE, any amount so demanded not exceeding ₹ 1.00 Crore (Rupees One Crore Only) and/or ₹ 50.00 Lakh (Rupees Fifty Lakh Only), as the case may be, notwithstanding any dispute or disputes raised by LESSOR or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the LESSEE, shall be a valid discharge of our liability for payment under this Guarantee and the LESSOR shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____

Notwithstanding anything contained herein:

8. Our liability under this Bank Guarantee shall not exceed ₹ 1.00 Crore (Rupees One Crore Only) and/or ₹ 50.00 Lakh (Rupees Fifty Lakh Only), as the case may be. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____to _____.

9. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the LESSEE serves upon us a written claim or demand on or before _____.

_____

Authorized Signatory, for Bank

SECTION -D

DRAFT DEED

OF

WET LEASE AGREEMENT

DEED OF WET LEASE AGREEMENT

This DEED OF WET LEASE AGREEMENT is hereby executed on this _____ day of _____, 2018

By and between

The Governor of Himachal Pradesh, represented by the Secretary (GAD) to the Government of Himachal Pradesh, hereinafter referred to as the "LESSEE" which expression shall include its successor and assigns;

…….. First Party

And

M/s _____

represented by _____, hereinafter referred to as the "LESSOR" which expression, unless repugnant to the context, shall include its successors and assigns;

…….. Second Party

……individually referred to as "Party" and collectively as "Parties".

WHEREAS, the LESSEE is desirous of hiring One Twin Engine Helicopter with air conditioned cabin having capacity and capability to carry minimum 15 passengers (excluding pilots & crew)/ One Medium Twin Engine Helicopter with air conditioned cabin having capacity and capability to carry minimum 5 passengers (excluding pilots & crew) for its operations in the State of Himachal Pradesh as well as outside the State as and when required.

AND WHEREAS, the LESSOR is engaged in the business of providing helicopter services and pursuant to having selected the LESSOR through an open, transparent and competitive bidding process, the LESSEE has issued a Letter of Intent dated _____ to the LESSOR and the LESSOR has agreed to provide to the LESSEE, the services of _____Helicopter(s) or a Helicopter(s) of equivalent performance duly certified by the Directorate General of

Civil Aviation (DGCA), Government of India on the mutually agreed terms and conditions herein contained.

NOW, THEREFORE, IT HAS BEEN AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **INTERPRETATION :**

The following words and phrases shall have the meanings hereby assigned to them:

1.1 **"Area of Operation"** denotes any area within the national boundaries of India;

1.2 **"Base"** means "**ANNANDALE/SANJAULI SHIMLA**" or any other heliport specified by the Government in Shimla (including suburbs) where the Helicopter(s) and Crew including maintenance facilities upto 300 hours servicing will be provided;

1.3 **"Main Base"** means "_____" where facilities of 500 and 1000 hours (including life development) shall be provided;

1.4 **"Delivery Date"** means the date by which the Lessor is required to mobilize the Helicopter at the Base for operation;

1.5 **"Flying Charges"** would mean the amounts set out in Clause 11.1;

1.6 **"Flying Time"** with respect to the Helicopter would mean the time from "rotor starts" of the Helicopter till "rotor stops";

1.7 **"Force Majeure"** would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightning, tempest, tornado), war (whether declared in India or the country of the manufacture of major components or sub-assemblies of the Helicopter), civil disturbance, sabotage, epidemic, any Governmental restrain and any such like cause which is not reasonably within the

control of either party claiming force majeure. Financial distress would, however, not constitute force majeure;

1.8 **"Regulatory Authority"** means any Government Body(ies) or Government Department(s) having the responsibility for regulating aviation related matters in the Area of Operation;

1.9 **"Emergency"** shall mean any situation which in the opinion of the authorized representative of the LESSEE is :

1.9.1 A matter of life or death of any person and/ or

1.9.2 A matter of serious threat of injury/ damage to any person or property of the "LESSEE";

1.10 **"Month"** means calendar month and "Monthly" shall have the corresponding meaning;

1.11 **"Scheduled Flight"** means a Helicopter flight scheduled in accordance with the programme for the Operational Day;

1.12 **"Security"** as it relates to the Helicopter means all actions taken towards:

(a) Avoidance of ingress by un-authorized personnel;

(b) Safety of the Helicopter from intentional damage by any external forces.

1.13 **"Service"** means the services carried out by the LESSOR and its personnel under this Agreement;

1.14 **"Scheduled/ Unscheduled Maintenance"** means maintenance required for Helicopter as per DGCA's Regulations and as prescribed by the manufacturer, defect rectification etc;

1.15 **"Party" or "Parties"** means party or parties to this Agreement;

1.16 **"Out Station"** means any station other than the Base Station;

1.17 **"Term"** means the period set out in Clause 3;

1.18 **"Operational Day"** for a Helicopter means the time commencing from first scheduled flight as per the programme for the day to the estimated time of landing of last scheduled flight of the day;

1.19 **"Programme"** means written requisition of the Helicopter for a day indicating time of departure, destination and approximate flight time etc;

1.20 **"Night"** shall mean period between sun set and sun rise;

1.21 **"Watch Hours"** means the time notified by the Airports Authority of India from time to time for normal operation of different airports;

1.22 **"IFR"** means Instrument Flight Rules as specified by DGCA; and

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

2. DELIVERY OF HELICOPTER

The Lessor undertakes to deliver the Helicopter(s) at Annandale/Sanjauli, Shimla, Himachal Pradesh on or before the Delivery Date. Adherence to the Delivery Date and starting of operations shall be the essence of this Agreement. The LESSOR shall ensure that their Helicopter(s) shall be available/ready for operations at Annandale/Sanjauli, Shimla by the Delivery Date, which shall be _____. If the LESSOR fails to deliver and make the Helicopter(s) available/ by _____, the LESSEE shall have the right to cancel the offer/ LOI and forfeit the earnest money and the performance guarantee of the LESSOR. There upon, the LESSEE may at its sole discretion, invite the second lowest bidder(s) and if required the third lowest bidder and so on, to negotiate the rates for the purpose of providing the Helicopter(s) and the LESSOR shall not object to the same.

3. TERM OF AGREEMENT

The Term of the Agreement shall be 5 years and it shall commence from _____ at the Base and terminate at the Base on the evening of _____. However, on or before the expiry of the agreed term of 5 years, the Parties shall, if mutually agreed upon in writing, have the option to renew this Agreement on such terms and conditions as may be agreed upon at the time of renewal of this Agreement. The LESSEE will however, give a written notice of not less than 60 days prior to the expiry of the initial term of this Agreement indicating its intention of such extension/ renewal and the LESSOR shall, within 15 days of receipt of such notice, inform the LESSEE of its intention to renew this Agreement.

4. SERVICE

4.1 The LESSOR shall during the Term of Agreement provide the Helicopter(s) as required by the LESSEE and the LESSOR shall ensure that the Helicopter(s) is/are available and maintained for operational use as demanded by the LESSEE and its authorized personnel.

4.2 The LESSOR shall always provide experienced pilots, IFR for twin engine Helicopters, licensed crew for operations and qualified & experienced maintenance crew for servicing of the Helicopter(s) in order to maintain the Helicopter(s) for operational use during the Term of this Agreement. The LESSOR shall at times be required to undertake IFR flights (Day & Night), within the capability of the Helicopter(s) to meet specific requirements of the LESSEE.

4.3 The LESSEE shall, before programmed departure of a flight, provide to the LESSOR with a manifesto containing the number and name of the passengers, cargo weight, destination and the estimated time of departure/ arrival of the flight. All types of operational clearances from various agencies will be obtained by the LESSOR except “Defence Helipads”.

4.4 NOTWITHSTANDING the foregoing it shall be the LESSOR's sole responsibility to determine the acceptable number of passengers and/ or load before each flight and upon such determination, the LESSOR may seek variation in the proposed number of passengers and/ or load to be carried by the Helicopter(s).

4.5 Before any proposed flight, it shall be the LESSOR's responsibility to determine the route and the suitability of flying and landing conditions including the state of destination Helipad, and upon any such destination not found to be suitable by LESSOR and after consultation and agreement with the LESSEE's authorized representative, which shall not be unreasonably withheld, the LESSOR may vary the proposed route or postpone or cancel the proposed flight, or seek a change in the proposed destination Helipad(s).

4.6 If the Helicopter(s) becomes, or is construed as total loss, the LESSOR shall use its best endeavor to replace at its expense, the contracted Helicopter(s) by a similar helicopter(s) or a helicopter(s) satisfactorily acceptable to the LESSEE within 48 hours of the loss and after meeting the DGCA requirements, failing which the LESSEE may terminate this Agreement. The Flying Charges payable under this Agreement in respect of the lost Helicopter(s) shall cease after the date of loss until the LESSOR replaces it by a similar fully operational helicopter(s) at the said Base.

4.7 The LESSOR shall have necessary Non-Scheduled Operator's Permit to operate the Helicopter(s) and shall ensure that all certificates/approvals as mandated by DGCA for the Helicopter(s) is/are obtained and renewed during the term of the Agreement. The Helicopter(s) shall be in compliance to all the laws, rules, regulations, orders, standards and schedules governing the aircraft in Non-Scheduled Operators Permit (NSOP) category of the DGCA India. The Helicopter(s) shall be flown and operated in compliance with such laws in force.

4.8 The LESSOR shall provide Protocol Officer(s) to accompany the VIPs/VVIPs from the Bay of helicopter(s) to Ceremonial Lounge and vice-versa at the Airports during the visit of VIPs/VVIPs.

5. HELICOPTER(S) SPECIFICATION

The LESSOR, in keeping with the requirements of the LESSEE mentioned in Clause 4.2 shall ensure that the Helicopter(s) is/are equipped to IFR standards and that the said equipment is serviceable and maintained to regulatory air worthiness standards of DGCA, Government of India.

6. HELICOPTER(s) POSITIONING, AVAILABILITY, MAINTENANCE, SCHEDULED INSPECTION/ TECHNICAL SNAGS - REPLACEMENT OF HELICOPTER(s) AND SAFETY

6.1 (a) The LESSOR shall make available the Helicopter with Air Conditioned Cabin and having capacity and capability to carry minimum 15 passengers plus equipment & baggage to the LESSEE for operational use minimum upto 480 hours of flying per year during the Term of this Agreement. The Helicopter(s) should be made available for approximately 40 flying hours in a month during the period of this agreement.

(b) The LESSOR shall make available the Helicopter with Air Conditioned Cabin and having capacity and capability to carry minimum 5 passengers plus equipment & baggage to the LESSEE for operational use minimum upto 480 hours of flying per year during the Term of this Agreement. The Helicopter(s) should be made available for approximately 40 flying hours in a month during the period of this agreement.

6.2 In the following eventualities the flying hours in a particular month and the corresponding minimum guaranteed amount of Flying Charges in respect of that particular month shall be reduced proportionately:

(i) When the Helicopter(s) is/ are grounded on account of necessary maintenance for days more than that allowed to the LESSOR as per Clause 6.3 hereof.

(ii) When the Helicopter(s) is/ are grounded due to Force Majeure conditions as per Clause 13 hereof.

6.3 The LESSOR shall be allowed to ground the Helicopter(s) for maintenance at the rate of 4 (Four) days per month during the Term of the Agreement. If the Helicopter(s) is/are grounded for days more than the limits specified herein above, the LESSEE shall have the discretion to deduct Flying Charges on pro-rata basis for such excess days of grounding besides taking other action.

If the helicopter(s) is/are 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 a operational day, it shall be deemed to be grounded for the full day.

6.4 The LESSOR will carry out its maintenance, repair, overhaul or servicing activities during such times other than the timings of an Operational Day so that the flying activity during the days other than ground time as specified in Clause 6.3 is not hampered or affected. The LESSOR shall give notice to the LESSEE of any scheduled maintenance to be carried out on the Helicopter(s) at least 7 days in advance.

6.5 If the Helicopter(s) is/are grounded for more than the authorized days in any calendar month, the LESSOR shall replace at its expenses, the Helicopter(s) with a similar Helicopter(s) acceptable to the LESSEE or the LESSOR shall indemnify the LESSEE the entire cost of alternative arrangements which the LESSEE may make.

Provided that the stipulation contained in Clause 6.3 regarding excess grounding will not be applicable when alternate arrangements are made by the LESSEE.

Provided further that hours flown under alternate arrangements by the LESSEE shall be added to the flying hours of the LESSOR.

6.6 The LESSOR shall keep one backup Helicopter(s) of similar type or mutually agreed of capacity/ standard as acceptable to the LESSEE ready at their Main Base or at the Base at Shimla for immediate replacement of the Helicopter(s) under service prior to grounding of the Helicopter(s) for major (Scheduled) inspections which by DGCA regulations is required or if it becomes total loss or constructive total loss. The backup (Replacement) of Helicopter(s) shall be positioned at the Base at Shimla before such scheduled inspection is due so that normal flying services are not disturbed.

6.7 The back up (replacement) Helicopter(s) shall be positioned at the Base at Annandale/Sanjauli, Shimla within 48 hours if the Helicopter(s) under service is/are grounded for technical snag.

6.8 No ferry charges shall be paid by the LESSEE for the ferry of the back up Helicopter(s).

6.9 The LESSOR shall notify to the LESSEE immediately when the Helicopter(s) is/are grounded or when it is again fully operational and shall keep complete and accurate records of all groundings of the Helicopter(s) due to routine maintenance or otherwise which the LESSEE, at its discretion, may inspect at any reasonable time.

6.10 In the event of grounding of operating helicopter(s) for scheduled/routine inspection/maintenance or technical snag or whatsoever, for excess days of grounding beyond permissible down time of 4 days in a month, if the Bidder fails to provide back-up helicopter(s) of same type, a penalty of ₹ 60,000/- (Rupees Sixty Thousand) only per day for helicopter at Serial No. 1.2(a) and ₹ 40,000/- (Rupees Forty Thousand) only per day for helicopter at Serial No. 1.2(b) per day shall be imposed and the amount so calculated shall be deducted from the fixed monthly charges bill of that month or any other month. This penalty is in addition to the deduction

of prorata Fixed Monthly Charges for the excess days of grounding beyond permissible Down Time of 4 days.

6.11 The LESSEE shall ensure that the Helicopter(s) flying programme(s) shall always be in conformity with DGCA regulations on air crew Flight Time Limitations (FTL), Flight Duty Time Limitations (FDTL) and seventh day off after six consecutive days of flying to prevent fatigue of the LESSOR's air crew.

6.12 The LESSOR shall comply with all Indian Aviation Regulatory and all other applicable laws, rules & regulations of India. The LESSOR shall indemnify the LESSEE/ State Government against the LESSOR's ignorance and/ or failing to comply with said laws, rules & regulations. The LESSOR shall also abide by Civil Airworthiness Requirements (CARs), as amended from time to time and provide all assistance/ information to the State Government and Director General of Civil Aviation (DGCA) to ensure compliance. The LESSOR must agree to abide by any other new requirements introduced by DGCA, India from time to time.

6.13 All field replacement flying and test flying would be considered non-revenue and would be at the cost of LESSOR and shall be excluded for the purpose of billing to the LESSEE.

7. FIRST PARTY's PERSONNEL

LESSOR shall provide, for the duration of this Agreement for the Helicopter(s) and as per LESSEE's requirement, IFR rated pilots and necessary engineering crew to operate the Helicopter(s) and provide the services to the LESSEE in accordance with this Agreement. In order to meet the requirement of IFR, the crew shall undergo competency/ currency checks/ tests and keep their licenses up to date.

8. BASE

The LESSEE has nominated ANNADALE/SANJAULI, SHIMLA as the Base for the Helicopter(s) where the LESSOR shall station the Helicopter(s) and

provide the equipment, personnel, spare parts and tools etc. as may be required for the operation of the Helicopter(s).

9. **OPERATIONAL DAY**

The LESSEE's authorized representative may vary from time to time, the commencing and ending times of the Operational Day of the Helicopter(s) by giving the LESSOR written notice of at least 12 hours before the Operational Day commences.

10. PROVISION OF SERVICES AND FUEL

10.1 The LESSEE shall provide, at the Helipads with adequate fire fighting equipment, wind direction indicators and current weather information and other essential facilities required for the operation of the Helicopter(s) as per the DGCA guidelines wherever the said facilities/ equipment are not provided by National Airports Authority of India or any other Airport/ Helipad owner. The LESSEE will also provide Standard Base Maintenance Facilities such as technical accommodation, hard standing for the Helicopter(s), and commercial power supply facilities at its Base at Shimla. In case operations are to be undertaken from any Defence Helipads/ Airfield, necessary clearance from Defence Authorities will be obtained by the LESSEE.

10.2 Security of the Helicopter(s) at Helipads/ Airfield and security check of passengers, baggage and cargo are required to be carried out as per the guidelines issued by the Bureau of Civil Aviation Security. This is to be arranged by the LESSEE at all locations where Helicopter(s) service is intended to be availed.

10.3 All arrangements for fueling will be made by the LESSOR at the Base or at places where Indian Oil Corporation fuel is available. If the fuel is required to be positioned at any other station, the LESSEE may position the same at their own cost at all locations where Helicopter(s) services are intended to be availed.

10.4 The LESSOR shall provide portable oxygen equipment whenever the same is required for operations at high altitudes as specified by the DGCA.

10.5 Accommodation for the Pilots and crew and maintenance personnel, their transportation, meals and medical facility at the LESSEE's Base at Shimla will be arranged by the LESSOR at its own expense.

10.6 Out Station Operations away from the LESSEE's Base shall be forecasted 12 hours in advance and arrangements for Pilots and crew's accommodation, transport, meals etc. within and outside the State of Himachal Pradesh and Pilots and air crew medical check shall be made by the LESSOR at its cost.

11. CHARGES

In consideration of the LESSOR carrying out the service, the LESSEE shall, in respect of the Helicopter(s), pay to the LESSOR, during the term of this Agreement, the following charges:

11.1 FLYING CHARGES

The LESSEE shall, subject to the provisions of this Agreement in respect of the Helicopter(s), pay to the LESSOR the corresponding Flying Charges per hour and pro-rata thereof to the nearest multiple of three minutes for the flying hours of the Helicopter @ ₹ _____/- (₹_____Only) per hour plus GST or any other indirect tax levied thereon as per the applicable laws from time to time. The LESSOR shall periodically provide to the LESSEE, copies of the relevant documents towards proof of having deposited with the concerned authorities, the amount collected from the LESSEE towards taxes.

11.2 The bidder(s) shall be allowed 4% escalation every subsequent year on the rate quoted for the first year to meet increase in salary, prices of fuel, custom duty rates for purchase of spares etc.

11.3 The LESSEE shall guarantee minimum 40 (Forty) hours of flying per month for helicopter having capacity and capability of carrying minimum 15 passengers and 40(Forty) hours of flying per month for helicopter having capacity and capability of carrying minimum 5 passengers, during the Term of the Agreement to the LESSOR, for which Flying Charges shall be payable by the LESSEE to the LESSOR each month.

11.4 In the event the hours contemplated in Clause 11.2 and paid for by the LESSEE are not utilized in a particular month, The LESSEE shall have the right/facility to use the unutilized hours in period during the currency of agreement upto 480 hours in a year. For any increase in flying hours beyond 480 hours in a year during the currency of agreement, the LESSEE shall make payment to the LESSOR on prorata basis.

11.5 The Flying Charges shall be payable by the LESSEE to the LESSOR from the date of positioning the Helicopter at the Base or LESSEE's nominated location.

11.6 LANDING, PARKING AND WATCH EXTENSION CHARGES

11.6.1 All landing, parking, Route Navigation and Housing Charges shall be exclusively borne by the LESSOR.

11.6.2 Extension of watch hours at air fields to meet the requirements of operations, fueling, weather etc. shall be arranged and paid for by the LESSOR.

11.7 **FLIGHT LOG**

11.7.1 The LESSEE's authorized representative shall sign the "rotor starts" and "rotor stops" time of each flight which shall constitute prima facie evidence of the flying hours recorded therein.

11.7.2 The LESSOR shall, after each Operational Day, prepare a daily flight log in duplicate, indicating inter alia, the flying hours thereof on the basis of aforementioned document, the original copy whereof shall be retained by the LESSOR and the duplicate copy handed over to the authorised representative of the LESSEE. Also the LESSOR shall within 24 hours of each Operational Day, give the flight log of the same to the authorized representative of the LESSEE.

12 PAYMENT

12.1 Fixed monthly charges as indicated under clause 11.1 on account of the minimum guaranteed flying hours per calendar month plus GST or any other indirect tax levied thereon as per the applicable laws from time to time, shall be paid by the LESSEE to the LESSOR on a monthly basis within 15 days of the date of submission/ receipt of the invoice in the office of GAD, of the previous month in respect of each month to be reckoned from _____' the date of stationing of the Helicopter(s) at the Base for operation/ service. Actual number of hours flown shall be computed annually and the LESSEE shall pay for any extra hours flown beyond minimum guaranteed hours during the year.

12.2 The LESSEE shall pay to the LESSOR, the mobilization/ demobilization charges ex-Delhi and back based on actual flying hours at the rate mentioned at Clause 11.1 above once during the term of the agreement for the helicopter.

12.3 All invoices shall be raised in Indian Rupees and all payments to be made by the LESSEE to the LESSOR, shall be made in Indian Rupees by way of RTGS/NEFT.

13. 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 issuance of a written notice to the other Party be suspended for the period during which such cause lasts. The term “FORCE MAJEURE” as used herein shall mean Acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and any change in laws, Acts and regulations of Government of India. Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable by Force Majeure as aforesaid shall notify the other Party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During and in respect of the period as the obligations of the Parties are suspended by force majeure, the LESSOR shall not be entitled to any charges under Clauses 11.1 and 12.1 above.

In the event the Force Majeure conditions are reasonably expected to continue for a period of more than fifteen (15) days, the LESSEE shall have the option of terminating this Agreement by giving seven (7) days written notice thereof to the LESSOR.

14. INDEMNITY

14.1 The LESSOR shall indemnify the LESSEE and/ or its clients/ actual users from and against all claims, costs, demands, actions, including legal fees costs, whatsoever, arising out of the LESSOR’s third party liability for use of the Helicopter(s) (including damage or loss of Helicopter) during the term herein mentioned.

14.2 The LESSOR shall also indemnify the LESSEE against and from any and all claims including fees arising from the death or injury to any person including the LESSEE’s personnel and/ or the loss of damage to the property of any person including the property of the LESSEE, resulting from any act of omission and commission in the performance

of service by the LESSOR or any personnel employed by the LESSOR.

15. INSURANCE

15.1 The LESSOR shall maintain throughout the period of the Lease Agreement at its own expenses, full liability insurance/ self insurance of the Helicopter(s). The LESSOR shall also maintain, throughout the period of Lease at its own expense, insurance/ self insurance against the risks of war and hijacking.

15.2 The LESSOR shall comply with the laws in respect of Worker's compensation and all other laws in force with reference to employees, safeguarding insurance and protecting all labour employed or used by the LESSOR and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per the statutory provisions.

15.3 Third party legal liability insurance cover of appropriate value shall be obtained by the LESSOR so as to indemnify the LESSEE in respect of all sums which the LESSOR may become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, leasing, maintenance or use of the aircraft.

15.4 Passengers insurance liability cover shall be obtained by the LESSOR in respect of all sums which the LESSEE may become legally liable to pay for or for the admitted liability of ₹ 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 LESSOR. The passenger admitted liability offered is against full legal discharge. In the event of non payment or delay in payment by the Insurer beyond 60 days from the date of lodging the claim, the LESSOR shall indemnify the LESSEE for discharging their legal liability.

15.5 Personnel baggage liability insurance shall be obtained by the LESSOR in respect of damage to or for loss of any property caused whilst the passengers are being carried by the Helicopter or in the course of any of the operations of loading or unloading to the extent of ₹ 75,000/- against each and every claim of each individual passenger.

15.6 Combined Single Limit in respect of bodily injury/ property damage/ baggage loss or damage shall be restricted to ₹50,00,00,000/- (Rupees Fifty Crores) as a cumulative amount for any one occurrence and in respect of any number of passengers including the crew.

16. TAXES AND DUTIES

16.1 All taxes including withholding taxes, duties, levies, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, except GST as may be applicable on the Flying Charges, shall be borne by LESSOR. The GST or any such indirect tax as may be applicable on the Flying Charges payable to the Central Government at the prevailing rates, shall be paid by the LESSEE on the bills in respect of the Flying Charges raised by the LESSOR. Income Tax at Source at the rates applicable from time to time, shall be deducted by the LESSEE from the monthly bills of the LESSOR.

17. TERMINATION

TERMINATION ON EXPIRY OF THE TERM

17.1 This Agreement shall automatically stand terminated on the expiry of the Term of the Agreement including any extension thereof, as stated in Clause 3 hereinabove.

17.2 The LESSOR shall remove the Helicopter(s) from the Base within 7 days from the date of expiry of the Agreement. The LESSEE shall not be liable to pay any charges (other than demobilization charges) after the date of termination of this Agreement.

17.3 TERMINATION AT THE SOLE DISCRETION OF THE LESSEE

Notwithstanding anything contained elsewhere in this Agreement, the LESSEE may at any stage in its sole discretion terminate this Agreement by giving to the LESSOR 30 days prior written notice without assigning any reason whatsoever.

17.4 TERMINATION ON ACCOUNT OF FORCE MAJEURE

The Parties shall have the right to terminate this Agreement on account of Force Majeure as set forth in Clause 13.

17.5 TERMINATION DUE TO OPERATIONAL PROBLEMS

17.5.1 If during the currency of agreement, the LESSOR is not in a position to provide the Helicopter(s) due to inordinate delay in the supply of spare parts or repairs or rotables and engines by the manufactures/ other approved suppliers of the LESSOR, this Agreement may be terminated by giving 7 days notice in writing by the LESSEE.

17.5.2 If the LESSOR fails or neglects to perform or observe any of the terms, conditions and covenants of this Agreement, this Agreement shall be terminated by giving 30 days' notice in writing by the LESSEE.

17.5.3 The LESSEE shall have an unqualified option to forfeit the Earnest Money and/or Performance Bank Guarantee and/ or black list the LESSOR and/ or terminate this Agreement:

a) If the LESSOR fails to position the Helicopter(s) at the Base in Shimla on or before the stipulated date.

b) If the performance of the LESSOR is found unsatisfactory during the Term of the Agreement or the LESSOR contravenes any terms & conditions of the LOI or this Agreement or disobeys the directions of the LESSEE issued from time to time or fails to provide backup helicopter(s) during grounding of the leased Helicopter(s) for technical snags.

Provided that before invoking the provisions of Clause 17.5.3(a) and 17.5.3(b) for terminating this agreement, the LESSEE shall give a notice in writing in this behalf to LESSOR for a period not less than 30(thirty) days.

17.6 **CONSEQUENCES OF TERMINATION**

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

18. CONFIDENTIALITY

18.1 The LESSOR acknowledges that all material and information provided to it in connection with the services and all knowledge gained in connection with this Agreement and the performance hereof is confidential and disclosure of which to or use by a third party would be damaging to the interests of the LESSEE. The LESSOR agrees to hold such material information and knowledge in strictest confidence and not to divulge the same to any third party. Such material information of knowledge about the LESSOR's operational information and all such information related to Maintenance and Administration, will likewise be held as confidential by the LESSEE.

18.2 Clause 18.1 shall survive even after the termination of this Agreement.

19. PERFORMANCE GUARANTEE

At the time of or before the signing of this Agreement, the LESSOR shall furnish to the LESSEE, an irrevocable and unconditional Bank Guarantee from a Scheduled Bank in India payable at Shimla for a sum of ₹ 1.00 Crore (Rupees One Crore Only) and/or ₹ 50.00 Lakh (Rupees Fifty Lakh Only) as the case may be in the format provided in the Bid Document. Such unconditional and irrevocable Bank Guarantee shall be drawn in favour of the Secretary (GAD) to the Government of Himachal Pradesh and shall be valid for entire term & agreement, which shall be liable to be extended up to a date

60 days beyond the date of the initially envisaged 5 years Term of the Agreement. In the case the Term of the Agreement is extended, the validity of the Performance Guarantee shall also be renewed under written instructions from the LESSEE. In the event of the LESSOR failing to fulfill any of its obligations under this Agreement and/ or in respect of any amount due from LESSOR to LESSEE, the LESSEE shall have the absolute discretion to invoke the said Bank Guarantee without serving any prior notice in respect thereof to the LESSOR.

20. ARBITRATION

20.1 Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of the Agreement or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/ discussion between the Parties. If the disputes can not be settled by the Parties within 30 days from the date of consultation, such dispute shall be referred to the Chief Secretary to the Government of Himachal Pradesh, who shall be appointed as the Sole Arbitrator for adjudicating upon the disputes and differences in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Award of the Arbitrator shall be made in writing in English language. The Award shall be final and binding upon both the Parties.

20.2 The arbitration proceedings shall be conducted at Shimla in Himachal Pradesh.

20.3 During the period of arbitration, there shall be no suspension of the Agreement.

21. COURT JURISDICTION AND APPLICABLE LAWS

All questions, disputes or difference arising under or out of or in connection with this Agreement shall be subject to the laws of India and to the exclusive jurisdiction of the courts situated at Shimla, Himachal Pradesh.

22. SEVERABILITY

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

23. NOTICE

Any notice required to be given under the provisions of this Agreement, shall be in writing and shall be deemed to be properly given if sent by hand, registered mail or fax, addressed as follows :

TO THE FIRST PARTY -

THE SECRETARY (GAD) TO THE
GOVERNMENT OF HIMACHAL PRADESH, H.P.
SECRETARIAT, SHIMLA-171002

TO THE SECOND PARTY-

In case of change in address, the concerned Party will inform the other in writing.

24. TENDER DOCUMENT TO BE PART OF AGREEMENT:

Tender document submitted by the party shall be the part and parcel of the agreement.

IN WITNESS WHEREOF THE authorised representatives of the Parties hereto have signed this Agreement on the day and year first above written.

IN PRESENCE OF

1.

2. **THE SECRETARY (GAD) TO THE GOVERNMENT OF HIMACHAL PRADESH, SHIMLA-2**

IN PRESENCE OF

1.

2. **AUTHORISED REPRESENTATIVE OF COMPANY**