

TENDER DOCUMENT

For

WET LEASING OF HELICOPTER SERVICES

DURING

2023-2026

THIS DOCUMENT CONTAINS:

GENERAL TERMS & CONDITIONS

SCHEDULE A

SECHDULE B

TENDER No.- D.19020/2/2021 – GAD (AV)

DATE: 26/09/2022

LAST DATE FOR SUBMISSION OF TENDER : 28/10/2022 @ 1530 hrs.

GAD (AVIATION WING) GOVERNMENT OF MIZORAM

AIZAWL, MIZORAM – 796001

PH.- 0389-2323582

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File No.D.19020/2/2021 – GAD (AV)
GOVERNMENT OF MIZORAM
GENERAL ADMINISTRATION DEPARTMENT
(AVIATION WING)

Dated Aizawl, the 26th September, 2022.

REQUEST FOR PROPOSAL

The Secretary, General Administration Department, Government of Mizoram invites Wet Leasing of 2 nos. of Helicopters for a period of 4 years with effect from w.e.f. 01/01/2023 to 31/12/2026 extendable for a period of another year on the same rate, terms and conditions with mutual consent. Interested parties can submit their Request for proposals on or before 28/10/2022 @1200 hrs. For more information/details please read terms & conditions hosted at Department's website- www.civilaviation.mizoram.gov.in

The Wet Leasing of Helicopter is as per the Ministry of Home Affairs, Government of India scheme of 75% subsidy offered to the North Eastern States.


Sd/-
Wg. Cdr. J. LALHMINGLIANA
Principal Consultant, GAD (Aviation Wing)
Government of Mizoram

.....
Memo No.- D.19020/2/2021 – GAD (AV)

Date: 26th September, 2022.

Copy to:

1. Deputy Secretary (N.E-III), North East Division, Room No.216A, North Block, Ministry of Home Affairs, New Delhi, for favour information
2. State Informatics Officer, NIC Aizawl, Mizoram for uploading in official website of NIC.
3. Website Manager, GAD, Aviation Wing for Uploading in Aviation Website & Government E-Market Place Platform.
4. Guard File.


(Wg. Cdr. J. LALHMINGLIANA)
Principal Consultant, GAD (Aviation Wing)
Government of Mizoram
26/09/22

(Advertised Tender)
Government of Mizoram
General Administration Department
(Aviation Wing)

INVITATION OF BID

Online offers (tender) under **TWO BID SYSTEM** are invited by Secretary, General Administration Department, Govt. of Mizoram from Non-Scheduled Operators/Private Operators for **WET LEASE OF TWO TWIN ENGINE HELICOPTERS (08 to 15 SEATERS) FOR MIZORAM**, for an initial period of FOUR years in the prescribed bid form and the Proforma attached to this bid package. The details of the tender are given below :-

1. **Milestone Dates of Tendering** :-


Tender No.	No. D.19020/2/2021- GAD (Aviation wing)
Name of Organization	GAD (Aviation Wing), Govt. of Mizoram
Date of Issue/ Publishing	26/09/2022 @ 1400 hrs.
Document download Start Date	28/09/2022 @ 1400 hrs.
Clarification Start Date	30/09/2022 @ 1100 hrs.
Pre-Bid Meeting	14/10/2022 @ 1200 hrs.
Clarification End Date	20/10/2022 @ 1400 hrs.
Bid submission Start Date	21/10/2022 @ 1100 hrs.
Bid submission End Date	28/10/2022 @ 1200 hrs.
Date and Time of Opening of Bid	28/10/2022 @ 1530 hrs.
Depositing of EMD	Tender box kept for receiving only original copy of EMD before bid submission closing date.

2. **Description:** Wet lease of two twin engine Helicopters (08 to 15 seats, helicopter with higher seating capacity shall be preferred) for GAD (Aviation Wing), Govt. of Mizoram for an initial period of four years, extendable for another one year on the same terms and conditions with mutual consent. The helicopter will be utilized mainly for official use, transportation of Passengers, Aerial Reece, Casualty Evacuation & Govt. stores etc. in Mizoram and NE regions. The helicopter would have to be stationed at **Lengpui Airport** and can be mobilized to any other base **as per the requirement of GAD (Aviation Wing) Govt. of Mizoram.**

3. **Delivery period** : Bidder to mobilize the helicopter at the identified base within 15 days from the date of letter of intent. The expected utilization is around approx. 1200 hrs. per annum. Obtaining airbase approval will be responsibility of the operator.
4. **Bidders whose Technical Bids are found unqualified, their Price (Financial) Bids shall not be opened.**
5. EMD (Bank Guarantee/FDR/TDR) : 2.5% of the contract value.
6. Tender Bid Validity up to 180 days from the tender opening date i.e. **28/10/2022.**
7. EMD should be valid for a period of 45 days beyond the final bid validity from the opening of tender.
8. **Performance Bank Guarantee**
 - (a) Performance Bank Guarantee will be 3% of the total contract value computed for four years for the helicopter offered, which should be renewable for next period before ending of initial term and also for subsequent years on yearly, if contract extended on same terms and conditions.
 - (b) Validity (Two) months beyond the initial four years' period of the contract and extendable thereafter.
 - (c) Corresponding Address. GAD (Aviation Wing), Govt. of Mizoram, Planning Building, Phase-I, Block-I, Opposite Raj Bhawan, Khatla, Aizawl, Mizoram.

The tender will be governed by the instruction to bidder as per Section-I, General Terms Conditions as per Section-II and Standard Terms and Condition as per Section-III.

Two BID System shall be followed for this e-tender. Bidder should take due care to submit e-tender (as per e-procurement portal). General Administration Department, Mizoram shall have the right to accept/reject or prefer any Bid without assigning any reason whatsoever including rejecting the lowest quoted bid without assigning any reason whatsoever including rejecting the lowest quoted bid.


Wg.Cdr.J.Lalhmingliana
Principal Consultant
General Administration Department (Aviation Wing)
Government of Mizoram
26/09/22

INSTRUCTION TO THE BIDDERS

- I. Please go through the enclosed Bid Document before submission of bids. Interested parties/firms may view and download the RFP (e-tender document) containing the detailed terms & conditions, free of cost from the website <https://mizo.nic.in> Or GAD (Aviation wing), Government of Mizoram, website www.civilaviation.mizoram.gov.in . However, bidding should be done at Government E-Market Place Platform . In case there is any problem in making on-line submission of bid, the same may be submitted offline/physically in the Office of GAD, Aviation Wing, Aizawl.
- I. FOR ANY CLARIFICATIONS/ UPDATES IF ANY, WHICH WOULD FORM PART OF THE TENDER, BIDDERS MAY CONTACT GAD (Aviation wing) Govt. of Mizoram. BEFORE SUBMISSION OF THEIR BIDS.
- II. Please ensure that all documents are submitted in English language.
- III. Please ensure that the bids are submitted under Two Bid System viz
 - a. **Technical Bid and**
 - b. **Financial Bid**
- IV. Bidder should quote their rates separately in terms of fixed monthly charges (FMC) & Hourly Flying Charges (HFC) separate sheet attached at schedule-I page No.27.
- V. The firms will submit the original document in respect of Bid Money in the office of GAD (Aviation Wing), Govt. of Mizoram, Planning Building, Phase-I, Block-I, Opposite Raj Bhawan, Khatla, Aizawl, Mizoram within a stipulated period.

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through GAD (Aviation Wing) Govt. of Mizoram.

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- 4) Then the Digital Signature Certificate (Class II or Class III certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tender published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading /getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contract details or during the pre-bid meeting. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the password/user id chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option, however of the file size is less than 1MB the transaction uploading time will be very fast.

- 14) The bidders can update well in advance, the documents such as certificates, annual report details etc., under My space/Other Important Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15) Bidder should submit the EMD as specific in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within scheduled date & time specified in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 17) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be accepted.
- 18) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidder to note that the very act of using DSC for downloading the bids and uploading offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirement of the tender requirements.
- 19) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, /pdf. The rates offer should be entered in the allotted space only and uploaded after filing the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 20) The bidder are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 21) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 22) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 23) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorised persons during bid submission & not be viewable by any one until time of bid opening.
- 24) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 25) The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 26) The Bidder should log out of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

For any queries regarding e-tender process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries issues, the bidders are asked to contact over phone: 0389-2323582 or send a mail over to – aviationmizoram@gmail.com

Note : In case e-tender is not possible, offline/physical submission of the bid is to be resorted to.

GENERAL TERMS AND CONDITIONS

Requirement of Wet lease of two twin engine Helicopters with 8 to 15 passengers seating capacity for an initial period of four years, extendable for another one year period on the same terms and conditions with mutual consent. Bidder is required to keep one back up helicopter of the same type in fully airworthy condition with full team of crew so that, in case of non-availability of the contracted helicopter due to any reason, whatsoever, the same is provided forthwith by the operator to the customer for the services as per the contract.

1. Requirements:

- i) The GAD (Aviation Wing), Govt. of Mizoram proposes to hire 02 twin engine helicopter on wet lease basis for Mizoram
- ii) Considering the high altitude and safety aspects, the Helicopter should be of dual engine and have the capability to land on temporary helipads available in high altitude areas upto 7000 feet in **Mizoram & Neighbouring Northeast States.**
- iii) The company offering helicopter on wet lease basis should be an Indian registered Company having at least 03 years previous experience in undertaking safe Helicopter operations at height above 7000 feet from MSL. The pilot and ground crew engaged/ employed for helicopter Operations and maintenance should be qualified for high altitude flying.
- iv) The Helicopter should have a carrying capacity of 08 to 15 passengers (helicopter with higher seating capacity will be preferred) or not less than 1.5 ton load carrying capacity at an altitude of 7000 feet in addition to duly filled fuel load. However, while taking off from 7000 feet, it should be able to take minimum 01 stretcher with casualty and 2-3 personnel.
- v) The Helicopter must be well equipped and fulfilling Instrument Flight Rules (IFR). The helicopter should also have all required other mandatory features for VIP operation such as Dual Communication and Navigation system, Weather Radar, Cockpit Voice Recorder (CVR), Flight Data Recorder (FDR), Dual Mode Transponder, Auto Pilot, Global Positioning System (GPS) etc. It must have redundancy in critical systems for better flight safety.
- vi) The operator shall provide a vehicle suitable for VIP use inside the base station and airstrip/Airports at his own cost for the transport of the passengers from boarding gate up to the helicopter and back to the Arrival hall of the Airport.
- vii) The proposed helicopter base for GAD (Aviation Wing), Govt. of Mizoram will be at **Lengpui Airport. However, for temporary assignments, the helicopters would have to operate from other Helipads or air fields within Mizoram and also rest of North-East Region.**
- viii) It will be the responsibility of the Leasing Company to arrange insurance of aircraft/air crew, passengers and third party damage. **Further, the Insurance policy should have provision for Insurance cover for no fault liability in case of CRASH of helicopter.**

- ix) Company will arrange fuel, accommodation, maintenance, MoD clearance and any other mandatory clearance to fly. Refuelling facilities at forward locations will be provided by GAD (Aviation Wing), Govt. of Mizoram whereas, actual cost of fuel including transportation would be realized by GAD (Aviation Wing), Govt. of Mizoram by deduction from the bills of flying cost submitted by the firm.
- x) The Security clearance for flying of the helicopter in sensitive borders of Mizoram and Northeast states will have to be obtained by the successful bidders from MoD.
- xi) The helicopter should have proper airworthiness and required licenses to fly as per Air Safety norms and bound to produce such certification as and when demanded by GAD (Aviation wing) and other duly Constitutional bodies. The GAD (Aviation Wing), Govt. of Mizoram also reserves the right to verify serviceability through a third Party, if decides so.
- xii) The Helicopter should carry personal/store, or other passengers duly authorized by GAD (Aviation Wing), Govt. of Mizoram , which include arms, amn. and explosives. In case any special permission is required to carry the arms, amn. and explosive, it will be the responsibility of the leasing company to obtain it. However, necessary assistance will be provided by GAD (Aviation Wing), Govt. of Mizoram.
- xiii) The helicopter grounded for repairs and maintenance in a calendar month should not be more than 04 days for maintenance. A backup helicopter should always be made available for any emergent/ contingency conditions in the period of these grounded days. If the operator fails to make such arrangement, a penalty of INR 50,000/- (Rupees fifty thousand only) per day shall be imposed and the amount so calculated shall be deducted from the FMC bill or HFC bill of that month or any subsequent month. The penalty is in addition to this deduction of prorata fixed monthly charges (FMC) for excess days of grounding of the Helicopter beyond permissible Down Time.
- xiv) The assured maximum flying hours for the 2 (two) helicopters will be 1200 flying hours per annum which comes to 100 flying hours per month. Payment for actual flying hours will be made to the firm and non-utilized flying hours will be carried forward to next month. A review of the flying hours will be done at the end of every fourth month. The assured flying hours and actual flying hours will be compared. If the actual flying hours are more than the minimum flying hours, the balance will be duly calculated and payment will be made. Similarly, in case the actual flying hours are less than the assured minimum flying hours, the balance flying hours will be carried over to the next four months.
- xv) In case, the monthly maximum flying hours (100 hours) could not be utilized due to bad weather, any other reason from operator then the flying hours which were not utilized will be carried forward to next month/ months without any extra payment. **Flying hours (100 hours) per month may exceed due to exigencies of services.** If so additional charges on prorata basis will be initiated by the bidder for additional flying hours. If the operating company fails to fly the assured hrs, then payment for actual flying hrs. will be made.
- xvi) The company should arrange mandatory firefighting equipments, medical support and other essentials during take-off and landing of helicopter at base.
- xvii) The hanger for helicopter and accommodation and transportation for crew would be arranged by the company getting the contract at its Base.
- xviii) The company will raise payment dues on monthly basis and as per Govt. procedure, it will be paid. Normally the payment will be released within the current financial from the date of submission of fully correct bill.

- xix) The company should quote rates which will be valid for 12 months from the award of the contract. The rate to be quoted as per proforma given at Schedule – I for Mizoram and Northeast States.
- xx) The Helicopter should be available for normal logistic/recce flight in 01 day notice. However, helicopter should be always ready at base station to immediately meet the operational exigencies and medical emergencies.
- xxi) The night flying capabilities, weather limitation, altitude ceiling etc. are to be spelled out by the Leasing company in their technical bid.
- xxii) The pilots and crew operating in border area should be well acquainted with border area and flying restrictions to avoid any transgression in to the neighbouring country. However, International border/ IB should never be crossed in any conditions.
- xxiii) As DGCA does not given permission for such ops in civil helicopter, hence request of firms regarding exemption from such facilities is required to be made optional.
- xxiv) The company should submit a written certification about the credentials and good character & antecedents of their crews operating from base station. Besides that, GAD (Aviation Wing), Govt. of Mizoram reserves the right for any security verification through any agencies.
- xxv) The helicopter should have facilities for evacuation of lying patient.
- xxvi) All necessary training prescribed by the DGCA for the operational and technical personnel must be provided at the cost of operator.
- xxvii) The firm should maintain absolute confidentiality on use of helicopter by GAD (Aviation Wing), Govt. of Mizoram and its movement in the overall interest of the national security.
- xxviii) In case of any visit of senior officers/VIP, the company will arrange required seating arrangement and transportation at base station.
- xxix) Since the helicopter will fly in high altitude area, it should have the facilities of oxygen for the comfort of passengers.
- xxx) The helipad size and other requirements for safe landing and take-off in high altitude area by type of helicopter for which rates have been quoted also may be spelled out.
- xxxi) The contract will be initially for four years but extendable for another one year on same terms & conditions after giving due notice. Similarly, GAD (Aviation Wing), Govt. of Mizoram reserve the right of terminating contract in case of any breach to contractual obligations.
- xxxii) The successful bidder to deposit 2.5% of the tendered value in the form of FD or means specified as security deposit with the GAD (AVIATION WING), GOVT. OF MIZORAM. The forfeiture of security, termination of contract and other penalty clauses are to be as per standard practice in any high value tender, which will be intimated to successful bidder.
- xxxiii) Any default in service as indicated in this document and the lease agreement shall enable the GAD (Aviation Wing), Govt. of Mizoram to terminate the lease upon which the operator shall not be entitled for any demobilization charges, if any, apart from taking other penal actions as per the lease agreement.
- xxxiv) The tender should be two bid system i.e. technical bid and firms which are meeting technical bid, will be considered for financial bid.
- xxxv) The authority reserves the right to reject any or all offers without assigning any reason thereof.

- xxxvi) GAD (Aviation Wing), Govt. of Mizoram designated on his behalf, reserve the right to assign flying task as per Ops requirement.
- xxxvii) Any dispute in regard to hiring charges or any other terms and conditions of the contract or interpretation of the contract and any other for recession of the contract by the GAD (Aviation Wing), Govt. of Mizoram can be referred to arbitrator. The sole arbitrator shall be an officer appointed by the GAD (Aviation Wing), Govt. of Mizoram
- xxxviii) The venue of arbitration shall be the place where the contract is concluded or such others place as the GAD (Aviation Wing), Govt. of Mizoram at his discretion may determine to the arbitration proceedings under this clause.
- xxxix) Parking, Landing and navigation charges at the designated base location i.e Lengpui Airport will be arranged by the firm and during mobilization from these designated base station to any other station for operational works charges levied by the DGCA/ Airport Authority, if any will be borne by the firm. At any forward locations of GAD (Aviation Wing), Govt. of Mizoram, the same will be provided by GAD (Aviation Wing), Govt. of Mizoram.
- xl) Award of Contract shall be made to the bidder, whose bids are found to be responsive (as per conditions of RFP) and whose financial costs are the lowest overall.
- xli) In the price bid, payment for mobilization/demobilization shall be specifically indicated by the firm. These charges shall be one time only at the time of induction of helicopter on award of contract & at the time of de-induction on expiry of valid contract and not recurring for servicing, repair etc. **for servicing/repair, de-induction and induction charges will be borne by the firm itself.**
- xlii) The required number of engineers and adequate number of technician shall be permanently based at the main base.
- xliii) The Helicopter Operators with previous major accident records shall be liable to be rejected at the time of opening Technical bid. A certificate to this extent may be included in the technical bid.
- xliv) Helicopters operators should confirm to DGCA guidelines regarding vintage and DGCA norms for maintenance and annual checkup of the helicopter and have to procure Annual Review Certificate (ARC)/Airworthiness Certificate from DGCA.

2. Mission Profile

The Helicopter should have certification of manufacturing company and the same should be acceptable to DGCA, Ministry of Aviation wing and GAD (Aviation Wing), Govt. of Mizoram. The helicopter is to be utilized mainly for transportation of official/ passenger, Aerial Reece, Casualty Evacuation, govt. Stores etc. in Mizoram and Northeast states. The helicopter would have to be stationed at bases as per the requirement. The maximum flying hours' will be 1200 hours per annum per helicopter which comes to 100 hours per month. In case, the maximum flying hours could not be utilized due to bad weather, any other reason from operator than the flying hours which were not utilised will be carry forward to next month/ months without any extra payment. If the firm failed to fly 1200 assured hrs. for a year, the payment for actual flying hour will be made. The helicopter should be capable of flying at higher altitude as per details given in the technical bid Schedule-II and return to base with fuel reserve of 30 minutes with comfortable seats. The aircrew and Engineers to be deployed on the helicopter should also be technically qualified

and professionally competent. Technical specification of the machine including safety parameters may also be given.

3. Passenger Capabilities

Under the above conditions (Mission Profile) the Helicopter should be able to carry minimum 8 to 15 passengers (helicopter with higher seating capacity shall be preferred) or not less than 1.5 ton load carrying capacity at an altitude of 7000 feet in addition to duly filled fuel load.

4. Availability

The Helicopter should be mobilized at identified bases in different Northeast states of India as per Operational requirement by GAD (Aviation Wing), Govt. of Mizoram within 60 days from issue of letter of Intent. The expected utilization is around approximately 100 hours per month, the details of flying hours required at different bases may be seen in the technical bid in Schedule-II.

5. Duration

The lease will be initially for a period of four years extendable for another one year on the same terms and conditions with mutual consent.

6. Validity of Bids

Bids must be valid for 180 days from the date of opening of the tender i.e. 28/10/2022. GAD (Aviation Wing), Govt. of Mizoram may seek induction of helicopter against issue of conditional Letter of Intent (LOI), pending finalization/signing of formal contract.

7. Requirement of Bidder-Eligibility Criteria

Based on all of the following requirements being met by Bidders, eligible bidders shall be short-listed:

- a) The Helicopter with bidder should be able to fly minimum 02 hrs without refuelling (endurance).
- b) At the time of bidding C of A & C of R will be accepted, provided by national/international competent authority (FAA/EASA). However, prior to signing of MOU, DGCA certification will have to be deposited by the firm
- c) Should be a helicopter operator with valid Non schedule Operator's Permit (NSOP).
- d) Desirable nos of helicopter may be 04 whereas minimum helicopter with the operator should be more than 02.
- e) The helicopter offered by the bidder should be as per DGCA norms and should not be more than 20 years old (helicopter with lesser vintage shall be preferred) during the execution of the contract.
- f) The crew of offered helicopter should have experience of operation helicopters for at least 3 years flying in hilly terrain.
- g) Should have it's maintenance facility as approved by the DGCA.
- h) Should have pilots qualified for flying VIPS as per DGCA norms.
- i) Should have PAN of Income Tax.
- j) Should have GST registration number.
- k) Should furnish last Income Tax return.
- l) Firm should be preferably ISO certified.
- m) Should furnish bid as per terms and conditions of this tender.

- n) Should be meeting the minimum financial criteria with regards to
 - Turnover: Annual average turnover of last 3 years
 - Solvency Certificate
 - Net Worth : Positive
- o) Should not submit unsigned, unstamped documents.
- p) Bids should not be having/seeking deviations from the tender.
- q) Price Bids should be submitted as per the specified format of tender.
- r) Should furnish solvency certificate (in original) along with financial bid
- s) Should furnish EMD
- t) Should certificate of unconditional compliance to the tender conditions.

8. Evaluation of Bids

Bidder/Bid (technical and Financial bid) should pass the stipulated requirements as specified at para-7 above. The helicopter offered by the bidder should also meet the technical operational requirements as specified in the tender at Para 1 requirements of General terms and conditions and thereafter the Financial bids of short listed bidders would be evaluated.

Bidders whose Technical Bids are found unqualified, their Financial (Price) Bids shall not be opened.

Note:**

- I. **The solvency certificate will not be accepted older than six months from the date of un- priced bid submission. The bidder will have to submit solvency certificate from Nationalized or schedule Bank of India.**
- II. **For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous consecutive three financial years in Aviation Business to be considered.**
- III. **The bidder will provide a copy of each of audited Annual Accounts of previous consecutive three financial years i.e. FY 2019-20, 2020-21, 1021-22 (to be submitted with Technical Bid) for ascertaining their turnover net worth.**
- IV. **Basis of bid price for the purpose of solvency certificate and Turnover, the basis of bid price for the purpose of ascertaining Financial Capacity shall be the price quoted by the bidder including duty and taxes, if any, which is taken in to consideration for evaluation.**
- V. **Submission of solvency Certificate under Two Bid System.**
- VI. **The Solvency Certificate should be kept uploaded containing the Price Bid. A copy of the Solvency Certificate with the amount blanked out must also be uploaded with Technical bid.**

Note: In case the above information is found to be incorrect later on, after opening of Financial bids then their bids will be rejected and the bidder will be debarred for next three years.

The bidder should also furnish a certificate (to be submitted with Technical Bid) for his statutory auditor engaged by them for their annual accounts and not by a practicing chartered Accountant, confirming their financial capability to execute the charter hire contract for quoted Helicopter in addition to their present jobs on hand in aviation business.

9. SUBMISSION OF BIDS

9.1 The bidders are requested to submit their online bids systems before closing date/time i.e. on 28/10/2022 @ 1200 hrs.

The bid should contain the following:

(a) Technical Bid

The technical bid must contain the scanned copy (in pdf.) of following document: (The related documents/ copy of certificates must be furnished serially in the order as mentioned below) in

- a. Profile of the Company.
- b. Detailed technical specification of the helicopter to be offered for hiring. (Also indicate the Regd. No., Year of manufacture, Manufacturer's name, number of flying hours completed in respect of the helicopter to be offered on hire).
- c. Details of other twin-engine helicopters having good operational capability, reliability and easy maintainability characteristics available at the disposal of the operator.
- d. Current Certificate of Airworthiness for the helicopter offered with all mandatory modifications complied with.
- e. Proof that helicopters offered is equipped with dual radio communication and navigation equipment.
- f. Proof that helicopters offered are equipped with ILS Localizer Glider path and marker receivers for safe landing.
- g. Proof of the operator holding valid (NSOP) Non schedule Operator Permit issued by DGCA, India.
- h. Proof of availability of maintenance facility as per DGCA requirement.
- i. Copy of Certificate of incorporation issued by Registrar of Company.
- j. Details of company strength relating to i) No. of qualified Pilots for flying as per DGCA norms and ii) No. of Licensed Aircraft Maintenance Engineers.
- k. Details of past performance in providing similar helicopter services on hire during the last three years (Provide the details like name & address of the Organisation to which such hiring services have been provided, date of assignment, value of the assignment etc. with copies of the work orders/agreements in support of the past performance).
- l. Copy of PAN.
- m. Copy of GST registration certificate.
- n. Copy of last Income tax return
- o. Bond of the requisite value and validity as per Annexure – II
- p. Proforma Tender letter as per Annexure – IV
- q. Documentary evidence of flying experience as mentioned in Para – 5 (a) above of the section –II
- r. Copy of Solvency Certificate with amount blank.
- s. Price Proforma with amount blank
- t. Certificate from Statutory Auditor.
- u. Other required relevant documents such as C of A Certificate etc. as mentioned in the tender, valid Non-Schedule Operators Permit issued by DGCA, India.

(b) Financial Bid

- a. Schedule of rates as per Schedule – I attached (in pdf.)
- b. Solvency certificate (scanned copy).
- c. Other required relevant documents as mentioned in the Tender.
- d. Mobilization/ demobilization cost will be applicable for only one helicopter.

9.2 CHANGE IN THE FORMAT

The offer should strictly adhere to the prescribed format so as to facilitate, GAD (AVIATION WING), GOVT. OF MIZORAM to consider and evaluate them properly. Any change in the format may cause rejection of the bid.

9.3 MODIFICATION OF BID AFTER CLOSING DATE

In case certain clarifications are sought by GAD (AVIATION WING), GOVT. OF MIZORAM after opening of tenders and then the reply of the bidder should be restricted to the clarifications sought.

9.4 PRICES

The price quoted in Bid must be firm and final. Any modifications to the offer after opening of the tender will not be considered. The price quoted by the bidders must remain firm for the entire duration of the contract. Bidder must quote in Indian Rupees their prices/amounts in price Bids in accordance with the Schedule – I. The Price quoted should be written both in figure and in words.

10. BID GUARANTEE

- 10.1 The bidders shall submit EMD in the shape of BG/FDR/TDR issued in favour of GAD (Aviation Wing), Govt. of Mizoram in original along with their Bid. The EMD shall be 2.5% of total contract value computed for four years. An irrevocable Bank Guarantee should be issued by any nationalised bank/scheduled bank in India. The earnest money shall be kept valid initially for a period of 02 months beyond validity period of the offer which is 06 months from the Tender Closing Date as per the EMD Proforma at Annexure – II. The earnest money which shall be in the form of an irrevocable Bank Guarantee for the said amount shall specifically bind the bidder to keep his offer valid for acceptance up to 06 months and to abide by all the conditions of GAD (Aviation Wing), Govt. of Mizoram. The EMD shall also specifically include an undertaking by the issuing banker that the validity of the EMD will be extended suitably at the option of GAD (Aviation Wing), Govt. of Mizoram until the bidder furnishes Bank Guarantee of 3% of the total contract value computed for four years for the helicopter offered towards performance of contract valid for 2 months beyond the date of initial four years period of contract and extendable for another one year thereafter, in the event of the Bidder becoming the successful bidder.

The EMD in respect of the successful bidder shall be released after receipt of the Performance Guarantee as at Annexure- III, GAD (Aviation Wing), Govt. of Mizoram shall have an unqualified option to forfeit the EMD amount in the event of following.

- a. If the tender is withdrawn during the validity period or any extension thereof agrees by the bidder.

- b. If the tender is varied or modified in a manner not acceptable to GAD (Aviation Wing), Govt. of Mizoram during the validity or agreed extension of the validity or after issue of Letter of Intent (LOI) by GAD (Aviation Wing), Govt. of Mizoram and prior to signing of contract.
 - c. If the successful bidder seeks modifications to the agreed terms and conditions.
 - d. If the successful bidder refuses to satisfactorily carry out/undertake operations at any time of operations for whatsoever reasons till a valid Performance Bank Guarantee is given to GAD (Aviation Wing), Govt. of Mizoram.
- 10.2 GAD (Aviation Wing), Govt. of Mizoram shall, arrange to release the EMD in respect of successful bidders as soon as possible after a decision is taken on the successful bidder.
- 10.3 Bids received without EMD will be rejected outright. The original EMD must be enclosed with the Technical Bid, Photocopy/Fax copy of EMD will not be accepted.
- 11. PERFORMANCE GUARANTEE**

The successful bidder shall furnish the required Performance Guarantee Bond from any Nationalized Bank or Schedule Bank in India within 30 (Thirty) days of LOI.
- 12. RATES**

The rates quoted by the bidder shall include all taxes i.e. GST, Levies, duties etc., leviable under the contract including personal tax liabilities of the Bidder and his sub-Bidders and associates. The GST at the prevailing rate shall be paid by the Government on the monthly bills. The bidder shall, therefore, confirm this aspect in their bid categorically. The bidder shall also, while quoting their rates, include provision of fluctuation of prices in fuel, custom duty rates for purchase of spares etc.
- 13. Late bids will not be accepted or considered.**
- 14. AWARD OF CONTRACT/TENDER:** The contract/tender shall be made/awarded to the bidder, whose bids are found to be responsive (as per conditions of RFP) and whose financial costs are the lowest overall.
- 15. SIGNING OF THE CONTRACT**

The contract against this tender will be covered in accordance with the above terms and conditions to bidders and Standard Terms and Conditions (not all inclusive) at Section III. The successful bidder shall be required to execute a formal contract (also covering Section- III) in accordance with the requirement of GAD (AVIATION WING), GOVT. OF MIZORAM and other terms and conditions.
- 16.** Only those bidders who own/possess the title to the helicopters offered (including the backup helicopter) or having Lease Agreement with the owner of the helicopter, on the date of their offer are eligible to quote. Proof of ownership/possession of the title such as Copy of bidders NSOP (with the offered helicopters duly endorsed on its NSOP) and/or lease agreement, Certificate of Registration, Certificate of Airworthiness (current) for the Helicopters offered shall be enclosed with the un-price Bid.
- 17.** While quoting the fixed and firm rates, the bidder must quote the following:-
 - a) Fixed Monthly Charges per helicopter
 - b) Hourly Flying Charges

- c) Mobilization/Demobilization charges up to Base Station from bidder's base and vice versa through shortest route and back, if any.
- 18.** The bidder must ensure that the offered Helicopter will have adequate maintenance support with necessary ground support equipment and spares to sustain around 1200 hours of flying per annum per helicopter during the period of contract. Bidder shall also confirm that the Helicopter will not require to be exported out of India for maintenance during initial contract period.
- Under this tender for wet lease, the bidder shall be responsible for supply of aircraft, crew, complete maintenance including all inspections etc. with supply of spare parts, fuel, insurance, airport charges etc. with regard to operation of the helicopter.
- 19.** Bidder must furnish the present location of the offered helicopter in India and time required for mobilization at to the Base Station in Mizoram and North East Region.
- 20.** Current/Revalidated copy of Airworthiness Certificate of the helicopters (main and backup helicopter) offered must also accompany the Technical Bid.
- 21.** GAD (Aviation Wing), Govt. of Mizoram shall have the right to accept/reject or prefer any bid without assigning any reason whatsoever including rejection of the lowest quoted bid.
- 22.** GAD (Aviation Wing), Govt. of Mizoram shall not entertain any third party involvement in the contract nor shall any commission/brokerage be allowed to be paid to any third party within or outside India.
- 23.** The offered Helicopter must also meet following requirements laid down by Aviation wing Regulatory Authority in India i.e. DGCA.
- a) Requirement of operations of Leased aircraft in India a per CAR Section-II, Series C Part-I
 - b) Requirement for installation of Aircraft equipment's and Instructions as per CAR Section- II, Series I, Part II.
 - c) Requirement for installation of Flight Data Recorders as per CAR Section II Series I Part V (This requirements is preferable).
 - d) Requirement for installation of Cockpit Voice Recorders as per CAR Sections-II, Series I, Part VI.
- 24.** The offered helicopter must comply with mandatory modifications issued by manufactures, mandatory modifications issued by DGCA, India and miscellaneous modification, which is applicable, must be complied with.
- 25.** The CARs referred above and other relevant details required may be down loaded from DGCA, India website: www.dgca.nic.in or DGCA office.
- 26.** The selected bidder shall provide all documents like C of A, Certificate of Registration issued by DGCA, India, Weight schedule etc. or any other documents required by GAD (Aviation Wing), Govt. of Mizoram or regulatory authority in India.
- 27.** The selected bidder, at the time of delivery of Helicopter shall provide all aircraft documents like aircraft log books, engine log books, component history cards/log cards, flight manual and maintenance manuals for inspections/examination.
- 28.** The helicopter will operate under Bidders Valid Non-Schedule Operators Permit (NSOP) issued by DGCA India and copy of valid NSOP shall be enclosed in Technical Bid.

SECTION-III

STANDARD TERMS AND CONDITIONS (NOT ALL INCLUSIVE) OF THE AGREEMENT BETWEEN GAD, GOVT. OF MIZORAM AND SUCCESSFUL BIDDER FOR CHARTER HIRE OF HELICOPTER ON WET LEASE.

This memorandum of Agreement is entered into on this _____ day of _____ between the Governor of Mizoram through the Secretary, GAD (herein after referred to as the First Party) and _____ a registered company under _____ having registered no. _____ having its registered office at _____ (hereinafter referred to as the Second Party).

The First Party and the Second Party hereby agree as follows:

- 1.1 The Agreement shall be deemed to have come into effect from the date the helicopter is inducted at Base Stations for operations.
- 1.2 The Second Party shall provide the helicopter instrumented for flights as required with currently valid Certificate of Airworthiness from Directorate General of Civil Aviation (DGCA), India with necessary spare parts equipment's, crew and personnel for exclusive use by the GAD (Aviation Wing), Govt. of Mizoram in its operations in India as may be agreed once between the parties. The bidder agrees that on an average the helicopters would be utilized for more than 1200 flying hours for both the helicopters per annum.

2. DEFINITION

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

- a. **Base Station** means the place from where the helicopter shall normally be operated, managed, maintained, parked and stationed.
- b. **Representative** means person or persons as the Second Party designates having authority to act on behalf of the Second Party.
- c. **Effective data** means the data from which this contract comes into effect, on the date on which the helicopter becoming inducted.
- d. **Initial Period of Contract** means the period beginning from the Effective Date and ending within up 4 (four) years and extendable period of another 1 (one) year from the Effective Date counted on Gregorian calendar basis.
- e. **Emergency** means any situation which in the opinion of Second Party's authorized representative or GAD (Aviation Wing), Govt. of Mizoram is a matter of life and death of any person and/or a matter of serious threat of injury/damage to any person or property of GAD (Aviation Wing), Govt. of Mizoram
- f. **Month** means the calendar month by the Gregorian calendar.
- g. **Out Station** means any station other than the base station.
- h. **Party or Parties** means party or parties to the contract.
- i. **Scheduled/ Unscheduled Maintenance** means maintenance required for helicopter as per Directorate General of Civil Aviation regulations and as prescribed by manufacturer and defect rectification etc.
- j. **Areas of Operation** means within India.
- k. **Regulatory Authority** means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.

- l. **Watch Hours** means the time notified by the Airport Authority on India from time to time for normal operation of different airports.
- m. **Programme** means a written requisition of the helicopter for a day indicating time of departure, destination, and approximate flight time.
- n. **Force Majeure would** means fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightning, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, epidemic, any Governmental restriction and any such other cause which is not reasonably within the control of either party claiming, force majeure. Financial distress would, however, not constitute Force Majeure
- o. **Total contract Value** means fixed monthly charges and hourly flying charges per month per helicopter (approx..) for a period of four years, mobilization charges plus Demobilization charges (to be paid one time at the time of initial induction and at the time of de-induction or expiry of contract) for each helicopter for the number of helicopters offered.
- p. **Delivery Date** means the date by which the Second Party is to mobilize the helicopter at the designated base for operation.
- q. **Services** means helicopter services carried out by the Second Party and its personnel under this agreement.
- r. **Operational Day for a helicopter would** mean time commencing from first sorties as per daily flight schedule to the estimate time of landing of last sorties of the day.
- s. **Flying time with respect to a helicopter would** means the time from rotor starts to rotor stops of that helicopter.

3. DELIVERY OF HELICOPTER

The Second Party undertakes to deliver the helicopter at designated base station i.e. Lengpui Airport, Lengpui on or before the Delivery date. The date of delivery and starting of operations shall be ready essence of the Agreement. The Second Party shall ensure that the helicopter shall be ready for operations at bases stations within 15 days from the date of Letter of Intent (LOI)/signing of the contract, whichever is earlier. Should the helicopter not inducted at the designated base station by the Delivery Date, the First Party, shall have the right to act as under:

Accept the helicopter on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of total contract value for each day of delay or part thereof up to 15 days, after which the First Party has the right to terminate the contract without being liable to pay any charges whatsoever to the Bidder and forfeit the bid bond.

4. PERIOD OF CONTRACT

The contract will be for an initial period of **04 (four) years from the date the helicopter is actually inducted at base stations**. The contract can be extended for another one year on the same terms and conditions with mutual consent.

5. INDEMNITY

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

6. INSURANCE

- 6.1 The Second Party shall maintain throughout the period of lease Agreement at its own expense, full liability insurance/self-insurance of the helicopter. The Second Party also maintain throughout the period of lease at its own expenses, insurance/self-insurance against war risk and hijacking. **Further the insurance policy should have the provision of providing Insurance cover for no fault liability in case of CRASH of helicopter.**
- 6.2 The Second Party shall comply with all laws in respect of: -
- a. Workman's compensation and all other laws in effect with reference to employing, safe guarding insurance and protecting all labour employed or used by the Second Party and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.
 - b. Third party legal liability insurance is to indemnify the GAD (Aviation Wing), Govt. of Mizoram of all sums, which the Second Party shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of aircraft.
 - c. Passenger liability insurance is to indemnify in respect of all sums, which shall become legally payable for or for admitted liability of Rs.20,00,000/- any one passenger for bodily injury (including death) arising out if contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Second Party. The passenger admitted liability offered is against full legal discharge. In the event of non-acceptance, the policy is to indemnify for their legal liability only.
 - d. Personnel baggage's liability insurance in respect of damage to or loss of any property caused whilst being carried by a helicopter or in the course of any of the operations of loading or unloading to the extent or Indian Rupees equivalent of US\$ 1250. Each and every claim but not applicable to claim arising from an accident to the carrying aircraft or any war or related peril reinstated by AVN52C.
 - e. Combined Single Limited (Bodily injury/property Damage/baggage as mentioned in 6.2(b), (c) and (d) above) is restricted to Indian Rs.5,00,00,000/- (Rupees Five Crores) for any one occurrence.

7. INSPECTION OF HELICOPTER

The helicopter should be available for inspection by the representatives of the GAD (Aviation Wing), Govt. of Mizoram at site, before the Agreement is executed. The helicopter shall be taken on lease only after it is inspected and accepted by the GAD (Aviation Wing), Govt. of Mizoram.

8. DOWN TIME

The Second Party shall be allowed to ground the helicopter for maintenance @ 4 days per month or one day in a week during the term of this agreement and same would be accumulated on monthly basis. However, the helicopter shall not be grounded by the

Second Party for more than 04 days, if the operator fails to make such arrangement within 07 days, double the proportionate amount of the fixed monthly charges will be deducted for the days the operator fails to provide the helicopter for operation. If the helicopter is not available cumulatively for more than two hours and up to six hours except waiting for weather clearance in an operational day, it shall be deemed to be grounded for half a day and if it is not available for more than six hours in an operational day, it shall be deemed to be grounded for the full day.

9. PAYMENT

9.1 In consideration of the services provided by the bidder herein, GAD (Aviation Wing), Govt. of Mizoram shall pay the Bidder fixed and firm charges for lease of helicopter as follows:

- a. Fixed Monthly Charges: The assured maximum flying hours in Mizoram & NE states will be 1200 flying hours per annum which comes to minimum 100 flying hours per month for both the helicopters. Payment for actual flying hours will be made to the Second Party and non-utilized flying hours will be carried forward to next month. A review of the flying hours will be done at the end of every fourth month. The assured minimum flying hours and actual flying hours will be compared. If the actual flying hours are more than the minimum flying hours, the balance will be duly calculated and payment will be made. Similarly, in case the actual flying hours are less than the assured minimum flying hours, the balance flying hours will be carried over to the next four months.
- b. Flying Hourly Charges for hours **actually flown** to nearest 5 minutes. (The time calculation from start of the Helicopter Engine to Engine cut off will be charged). E.g. if the engine cut off at 3 hours & 15 minutes, charges for 3 hours & 15 minutes will have to be paid. Hours & decimals can be verified from the pilot's log book & Engine CVR.
- c. Mobilization/Demobilization charges from bidder's base in India up to base stations and back through shortest route to be paid one time i.e. at the time of initial induction and at the time of de-induction or expiry of the valid contract. Same will not be paid for mobilization and demobilization of helicopter for repair, servicing etc.
- d. Mobilization charges from the designated base station to any other base for operational requirement of GAD (Aviation Wing), Govt. of Mizoram will be counted/ calculated in the minimum assured flying hours for which payment will be made accordingly as per rates for hourly charges prescribed at the time of award of the contract.
- e. Any charges for use of base station for operation of helicopter by DGCA/Airport authority will be borne by the Second Party.

9.2 SCHEDULED INSPECTION-REPLACEMENT OF HELICOPTER.

- a. The bidder shall keep one backup helicopter (of the same type and capacity/standard) ready at their base or near the base station for immediate replacement of the helicopter under contract service as may be grounded for major (scheduled) inspections which by DGCA regulations is required. The backup (replacement) helicopter shall be positioned at base station before such schedule inspection is due so that normal flying services is not disturbed.
- b. **No ferry charges shall be borne by the GAD (Aviation Wing), Govt. of Mizoram for the ferry of back up helicopter as in clause 9.2(a).**

10. PRODUCTION OF INVOICE

The Second Party shall submit an invoice for Fixed Monthly Charges for the helicopter(s) as mentioned in clause 9.1 (a) which shall be payable by the GAD (Aviation Wing), Govt. of Mizoram after observing all codal formalities.

The Second Party will submit an invoice for Hourly Flying Charges for the hours flown at the end of each of month as mentioned in clause 9.1 (b) and the amount of such invoices shall be payable by the GAD (Aviation Wing), Govt. of Mizoram after observing all codal formalities.

The Second Party will submit an invoice for the mobilization/demobilization charges specified in Clause 9.1 (c) section-III, if applicable, up to completion of mobilization/demobilization as the case may be and the amount of such invoice shall be payable by the GAD (Aviation Wing), Govt. of Mizoram after observing all codal formalities.

11. DUTIES TAXES

All taxes including withholding taxes, duties, levies, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, shall be borne by Second Party. The GST at the prevailing rate shall be paid by the GAD (Aviation Wing), Govt. of Mizoram on the monthly bills. The rates should also include provision of fluctuation of prices in fuel, custom duty rates for purchase of spares etc.

12. RESPONSIBILITIES OF THE SECOND PARTY

- a) To provide the helicopter for flights as schedule on a daily basis for carrying Passengers and/or cargo. The programme for such flights would be intimated by the evening of the preceding day; any unscheduled flights not later than two hours after receipt of information thereof, unless there are any operational or regulatory limitations prohibiting or preventing such a flight or flights. (Flights at night shall be schedule in an emergency only. Night for this purpose would mean period from sunset to sunrise).
- b) The Second Party shall be required to keep daily records of flights for the helicopter for each day of operation, which record shall include the number of hours flown to be record from-- to -- , sectors/areas visited. At the conclusion of each day of operations, the Second Party shall have a copy of record duly certified under the signature of base manager of Base station and each shall retain a copy of such record for billing. The flying time shall mean the time from rotor starts of the helicopter till rotor stops at GAD (Aviation Wing), Govt. of Mizoram dispersal points.
- c) The Second Party shall comply with all Indian Aviation Regulatory and all other applicable laws, rules regulations of India. The Second Party shall indemnify GAD (AVIATION WING), GOVT. OF MIZORAM against the Second Party ignorance and/or failing to comply with said laws, rules regulations. The Second Party must agree to abide by Civil Airworthiness Requirements series C Part-I Sec 3 dt. 17/05/1993 and as amended from time to time and provide all assistance/information to the GAD (Aviation Wing), Govt. of Mizoram and Directorate General of Civil Aviation (DGCA) to ensure compliance. The Second Party must agree to abide by any other new requirements introduces by DGCA India from time to time.
- d) All field replacement flying and test flying including training of the Pilots would be considered non-revenue and would be at the cost of Second Party and be excluded for the purpose of billing to the First Party.
- e) Provide insurance, medical, accommodation, meals and transport for crew.

- f) Helicopter to be kept in tidy, clean and presentable condition.
- g) In the event of the Bidder not being able to render satisfactory services, the First Party may make alternative arrangements at Second Party's cost.

13. CHARTERER'S RESPONSIBILITIES

i) The First Party will furnish to the Second Party on daily basis the programme of the work to be carried out by the helicopter and will designate to the Second Party or his authorized person/pilot the time, the destination/programme of the flight to be used and the extent thereof. In respect of Flying Charges, the Second Party shall prepare and submit an invoice by 7th of the month with particulars of all flying done during the preceding month.

ii) **Co-ordinator/Recorder for flying hours**

Deputy Controller, GAD (AVIATION WING), GOVT. OF MIZORAM may be assigned responsibility as co-ordination /recorder for Mizoram and NE states region with overall supervision of Principal Consultant, GAD (AVIATION WING), GOVT. OF MIZORAM

14. TERMINATION

i) **TERMINATION ON EXPIRY OF THE TERMS**

This agreement shall be deemed to have been automatically terminated on the expiry of the contract period of **04 (four) years** and extension thereof, if any. The Bidder shall remove the helicopter base station within 7 days from the date of expiry of the agreement, First Party shall not be liable to pay any charges (other than demobilization charges) after the date of termination of agreement.

ii) **TERMINATION AT THE SOLE DISCRETION OF GAD (AVIATION WING), GOVT. OF MIZORAM**

Notwithstanding anything contained herein, the First Party may at its sole discretion terminate the Agreement by giving to the Bidder thirty (30) days written notice without assigning any reason whatsoever.

iii) **CONSEQUENCES OF TERMINATION**

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

15. REPLACEMENT

In the event of the helicopter initially provided by the Bidder not being satisfactory in operation or not being available for prolonged period of more than 48 hours the Bidder shall on demand by GAD the (Aviation Wing), Govt. of Mizoram provide replacement within 48 hours from the date and time of written notice by GAD (Aviation Wing), Govt. of Mizoram at the total risk and cost of Bidder including ferrying charges which may arise on this account.

16. JURISDICTION AND APPLICABLE LAWS

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

17. FORCE MAJEURE

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of

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

During the period as the obligations of the parties are suspended by force majeure, the Second Party shall not be entitled to payment of any rate. In the event of FORCE MAJEURE, conditions of Majeure expected reasonably to continue for a period more than fifteen (15) days, the First Party shall have the option of terminating this Agreement by giving seven (7) days written notice thereof to the other, and if the agreement is terminated, the First Party shall pay to the Second Party the amount payable up to the date of such termination.

18. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application meaning scope operation or effect of the contract to be signed or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the parties. If the disputes cannot be settled by parties within 3 days from the date of consultation, such dispute shall be submitted to arbitration in India. Appointment of Arbitrators shall be in accordance with the Indian arbitrators and Conciliations Act 1996. The decision of the Arbitrator shall be a speaking one and made in writing in English language and it shall be final and binding upon both the parties. Each party shall bear the expenses of its own Arbitration. If either parties do not comply with the arbitrator's decision under this clause both parties agree that said decision shall be submitted to the Civil Court in Mizoram for enforcement. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and conciliation Act-1996, in the English language in India. The Laws of India shall be applicable.

19. PERFORMANCE

The Second Party undertakes to perform all their services under this contract with all reasonable skill, diligence and care in accordance with sound industrial practice to the satisfaction of the First Party and ensures to accept full responsibility for the satisfactory quality, of such services as performed by them. Any defects/ deficiencies that may be noticed in the Second Party will be promptly remedied by the Second Party upon the receipt of written notice from the First Party to improve their performance. If Bidder fails to remedy within a period of fourteen (14) days from the receipt of notice, the First Party reserves the right to terminate the contract.

20. PERFORMANCE BOND

The Second Party shall furnish to the First Party upon the receipt of written order/fax for chartering the helicopter and within 30 (Thirty) days of LOI, an irrevocable and unconditional letter of bank guarantee from a Nationalized Bank or Schedule Bank in India for a sum equivalent to three percent (3%) of the total contract value computed for four years. This irrevocable letter of bank guarantee shall be drawn in favour of GAD (Aviation Wing), Govt. of Mizoram and shall be valid up to a date sixty (60) days beyond the date of

the charter. The performance Bonds validity/value shall be renewed by the Bank in case the contract is extended/ renewed under written instructions from the First Party. In the event of the Second Party failing to honour any of the commitments entered into under the Agreement and/or in respect of any amount due from Second Party to the First Party, First Party shall have absolute discretion to invoke the said Bank Guarantee from the Bank.

21. CONSEQUENTIAL DAMAGE

Neither the First Party nor the Second Party shall have any claim against each other for any consequential damage.

22. SEVERABILITY

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

23. The above clauses are the standard terms and conditions not all inclusive and cover broad terms only. The contract shall be executed based on the standard terms and conditions and other terms and conditions mutually agreed upon during negotiations.

24. INTERGRITY PACK

The prospective bidders desirous of participating in this tender will bring proforma of Integrity Pact enclosed at Annexure - V on the day of opening of this tender and same would be signed between GAD (AVIATION WING), GOVT. OF MIZORAM and Chief Executive Officer of participating firms or duly authorized person with authorization letter in original and witnesses before opening of tender i.e. on 28/10/2022 up to 1400 hrs.

SCHEDULE – I

To be submitted with Financial Bid
PROFORMA OF FINANCIAL/ PRICE BID (to be sealed in separated cover)

Tender No. _____ (Financial Bid) Dated _____

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

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

Company Name _____

Type of Helicopter _____

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

S.NO	Sector	Name of Helicopter	Hourly Flying Charges	Fixed Monthly charges	One time Mobilization Charges from Bidders Base to Base Station at the time of initial induction	One time Demobilization Charges from Base Station to Bidder Base on expiry of valid contract for de-induction	GST (Subject to the revision of Govt. others)	Total value (d + e +GST)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	Mizoram & Neighbouring Northeast States							

Note:

- i) **Financial Bid would be evaluated based on Total contract value for 01 (One) year inclusive of all taxes/GST .**
- ii) **No other charges, local expenses, taxes are to be quoted separately.**

Signature _____

Name _____

Designation _____

(To be submitted with Technical (Technical) Bid)

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

Tender No. _____ (Technical) Bid Date _____

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

1. Are you holding Operators approval from the regulatory authority (please attach copy).
2. Name of the Owner of the Helicopter, If not registered in the Bidders Name, What is the arrangement with the Owner (Proof of possession i.e. Registration Certificate/Lease Agreement to be provided).
3. The tenderer should have capability and DGCA approval for carrying out the operation and maintenance of helicopters at and away from the base as per the requirement. DGCA approval should be current. This will be subject to re-verification from DGCA before award of contract for wet lease of Helicopters.
4. Pilots on the roll of the tenderer for Operation of helicopter should hold a current CHPL/ATPL on type of helicopter endorsement (as per the requirement of the locations) and to fly the helicopter as the DGCA requirements.
5. Helicopters should be able to carry minimum 08 to 15 passengers (helicopter with higher seating capacity shall be preferred) or modified to carry 1.5 Ton load or at least one lying causality on stretcher as per DGCA norms.
6. The cabin volume should not be less than **5.0 cubic meter**. (Reason: This is to ensure that the passengers or patients seated/lying in the helicopter are not forced to squeeze themselves with discomfort).
7. The door must be having wide-opening of a least 1.14 meters in width.
8. Helicopter deployed on duty during the execution of this contract at any time should not be more than 20 years old. (helicopter with lesser vintage shall be preferred)
9. The helicopter should be able to fly minimum 02 hrs without refuelling (endurance).
10. Helicopter earmarked for high altitude sectors should have oxygen system for crew and passengers.
11. Helicopter to be able to land/take-off at helipads at on density altitude up to 7000 feet with a pay load of 1.5 ton or 8 to 15 passengers (helicopter with higher seating capacity shall be preferred) or at least one stretcher causality with attendant as per DGCA norms. The bidder shall indicate helipad dimensions required across the entire altitude band as specified above as per DGCA norms.
12. Tenderer should clearly indicate the place i.e. complete postal address of the firm/Company.
13. To obtain clearances for all operational requirements from concerned agencies for operation of helicopter during the period of wet lease of helicopters.
14. Tenderer should be in possession of fully up-dated CARs, Aircraft rules, AME notices, DGCA circulars etc. in respect of operation of helicopters.
15. Specific details should be provided regarding the type of helicopters currently under flying contract (twin engine), make, type of services presently offered etc. with full address of the customer, so that the same can be verified if felt necessary.

16. Height ceiling and load carrying capacity in operating altitude of higher than 7000 feet from mean sea level (MSL) in respect of helicopter offered.
17. The helicopter should be twin engine and the certification of manufacturing company should be acceptable to the concerned authority Government of India.
18. Should be acceptable of carrying out roles as per DGCA requirement.
19. The maintenance facility needed to maintain these helicopters should be approved by DGCA. In addition, a Continuing Airworthiness Management Organization (CAMO) will also be approved by DGCA.
20. The maintenance and ground equipment as per maintenance documents and as approved by DGCA will be provided by company who are further required to comply with other regulations and requirement as issued by DGCA from time to time.
21. The tenderer should be duly approved by DGCA to undertake operation of helicopters in Mizoram and Northeast States as per DGCA norms.
22. Accreditation is required from all participating firms; hence no preference will be given.
23. Type of Helicopter offered:
 - a. Call Sign/Regn. No. of the H/C
 - b. Make/Model
 - c. Year of Manufacture
 - d. Manufacturers Name
24. Passenger seats available (excluding crew and attendant)
25. No. of seats offered (excluding crew and attendant)
26. Numbers of flying hours already done on the helicopters.
27. Number of flying hours available in next six months.
28. Date of issue of Certificate of Airworthiness (attach copy).
29. Date of expiry of Certificate of Airworthiness.
30. Security Track record of the operators.
31. Operator to submit OEM certificate regarding performance/parameters of helicopter.
32. Hourly operation cost.
33. Last major inspection time.
34. Engine Hours/start cycles.
35. Confirmation regarding provision of the insurance cover for helicopters passengers and third party (attach copy) of policy / certificate).
36. Bidder must confirm that all the Operation and Maintenance work shall be handled by bidder. If not, give details of work to be sub-contract.
37. Location where helicopter will be offered for inspection if required.
38. Details of collaborations/ technical tie-ups if any.
39. List of existing clients.
40. Profile and experience of the Pilots & Engineers to be provided.
41. Total Company staff strength.
 - I. Pilots:
 - a. Indian

- b. Foreign nationals
 - II. Licensed Engineers:
 - a. Indian
 - b. Foreign nationals
- 42. Whether back up helicopter is registered in bidders name/under Lease Agreement (Proof of possession i.e. Registration Certificate/Lease Agreement to be provided)
- 43. Down time per month (permitted down time 4 days per month)
- 44. Copy of hull crew insurance Indicating certificate number and its validity.
- 45. Location of the Helicopter.
- 46. Mobilization time required from the present location to Designated Base Station.
- 47. Bidders total fleet of helicopters (type with call sign) (attach in separate sheet if required)
- 48. Past experience (last 3 years) indicating onshore operations with details of existing operations.
 - a. Licensing details of the pilots:
 - b. Hill flying experience of each pilot:
- 49. Engineers in support of their rating category experience on type of the H/c at their credit. (attach separate sheet).
- 50. The technical specification of the helicopter including its safety parameters should be provided along with the technical Bid and list of safety, Nav/Comm. Equipment's etc. available on board of the helicopter offered.
- 51. Fuel Details :
 - a. Type of fuel in use:
 - b. Std fuel cap on board (kgs):
 - c. Fuel consumption per/hour (kg/Lts both) for the profile specified at Para (i) & (ii) above of Schedule II.
- 52. Range without reserve (in Nautical Miles).
- 53. Speed of the Helicopter in Knots with :
 - a. VNE
 - b. Max cruising speed
- 54. Have Company's helicopters been involved in any fatal accident in past 3 years. If yes, Please give brief details of cause of accident. Details of other significant accident/ incident may also be provided.
- 55. Whether General terms condition – Section II and Standard Terms & conditions – Sections III are fully acceptable and changes desired.
- 56. Will total work handled by bidder. If not, give details of work to be sub-contracted.

Signature_____

Name_____

Designation_____

Date_____

INSTRUCTION FOR FILING UP BANK GUARANTEE FOR EMD

- a) The Bank Guarantee should be stamped in accordance with the Stamp Act in case the same is issued by a Nationalized Bank or a Schedule Bank in India.
- b) The non-judicial stamp paper should be in the name of the issuing Bank.
- c) The period of 60(sixty) days should be available after expiry of the validity period of the tender or any extension thereof.

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
To be submitted with Technical Bid

Ref :

Bank Guarantee No. _____

Date _____

To

Principal Consultant,
GAD (Aviation wing), Govt. of Mizoram
Planning Dept. Building Phase I,
Opp. Raj Bhawan, Aizawl, Mizoram, 796001

Dear Sir/(s),

1. Whereas, GAD (Aviation wing), Govt. of Mizoram, has floated Tender No. _____ and M/s _____ having registered/head office at _____ (herein after called the Bidder which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assigns) have submitted a quotation reference No. _____ and Bidders having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee of Rs. _____ (Rupees _____ only) only per helicopter for the due performance of Bidders obligations as contained in the terms of Invitation of Bid (IOB) and others terms and conditions contained in the Tender Documents supplied by GAD (Aviation wing), Govt. of Mizoram, especially the conditions that (a) Bidder shall keep his tender open up to as or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to GAD (Aviation wing), Govt. of Mizoram (b) The bidder will execute the contract, if awarded, and shall furnish Performance Guarantee in the format prescribed by GAD (Aviation wing), Govt. of Mizoram within the required time. The Bidder has absolutely and unconditionally accepted these conditions. GAD (Aviation wing), Govt. of Mizoram and the bidder have agreed that the tender document are an offer made on the required time and on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to GAD (Aviation wing), Govt. of Mizoram for the period from _____ or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the conditions contained in the IOB and the tender documents. They have further agreed that the contract consisting of the IOB/ Documents as the offer and the submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by GAD (Aviation wing), Govt. of Mizoram. The consideration for this separate initial contract preceding the main contract is that GAD (Aviation

wing), Govt. of Mizoram is not agreeable to give the IOB/Tender Documents to the Bidder and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition and after entering into this separate initial contract with GAD (Aviation wing), Govt. of Mizoram promises to consider the tender in this condition and the Bidder agrees to keep the tender open for the required period. The reciprocal promises form the consideration for this separate initial contract between the parties.

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

3. The Bank also undertakes that GAD (Aviation wing), Govt. of Mizoram at its option shall be entitled to enforce this Guarantee against the Banks a principal debtor, in the first instance, without proceeding against the Bidder.

4. The Bank further agree that as Between the bank and GAD (Aviation wing), Govt. of Mizoram for the purpose of this guarantee any notice for the breach of the condition contained in IOB and other terms and conditions contained in the Tender documents as referred above given to the Bank by GAD (Aviation wing), Govt. of Mizoram, SHALL BE CONCLUSIVE AND BINDING ON Bank without any proof notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of GAD (Aviation wing), Govt. of Mizoram or that of the Bidder. We also undertake not to revoke in any case this guarantee during its currency.

5. The Bank agrees with the GAD (Aviation Wing), Govt. of Mizoram that GAD (Aviation Wing), Govt. of Mizoram SHALL have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be

relieved from our liability for any forbearance, act of omission and commission on the part of GAD (Aviation Wing), Govt. of Mizoram or by reason of any such variation or extension for the validity period or indulgence shown by GAD (Aviation Wing), Govt. of Mizoram to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. _____ (Rupees _____) only per helicopter in aggregate and it shall remain in full force up to and including two months after _____ unless extended further from time to time for the period as may be instructed in writing by M/S _____ on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including two months after expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of two months after the expiry of extended period, if any. If no such claim has been received by us within two months after the said date/extended date, the rights of GAD (Aviation Wing), Govt. of Mizoram under this Guarantee will cease subject to para 7. However, if such a claim has been received by us within and up to two months after the said date/extended date, all rights of GAD (Aviation Wing), Govt. of Mizoram under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder (hereinafter referred to a Bidder) the validity of this Bank Guarantee will stand automatically extended until the Bidder furnishes to GAD (Aviation Wing), Govt. of Mizoram a Bank Guarantee for 10% of contract value towards performance guarantee for satisfactory performance of the contract. In case failure to furnish performance bank guarantee in the format prescribed by GAD (Aviation Wing), Govt. of Mizoram by required date, the claim must be submitted to us within 6 days after the last date of validity period or extended period, if no such claim has been received by us within 6 days after the said/extended date, all the rights of GAD (Aviation Wing), Govt. of Mizoram under the Guarantee will cease. However, if such a claim has been received by us within and up to 6 days after the said date/extended date, all the rights of GAD (Aviation Wing), Govt. of Mizoram under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

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

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

WITNESS NO. 1 Signature
(FULL NAME IN CAPITAL LETTERS)

Signature
(Full name and address in Capital letters)
Designation with Bank Stamp

WITNESS NO.2 Signature
(Full name and address in capital letters) Attorney as per power

No. _____

Date _____

TO BE PROVIDED IF CONTRACT AWARDED

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

(To be stamped in accordance with stamp Act)

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

Ref No.

Bank Guarantee No _____

Date _____

To

Principal Consultant,
GAD (Aviation Wing), Govt. of Mizoram
Planning Dept. Building Phase I,
Opp. Raj Bhawan, Aizawl, Mizoram, 796001

Dear Sir,

1. In consideration of, GAD (Aviation Wing), Govt. of Mizoram, which expression shall unless repugnant to the context or meaning thereof include all its successors, administration, executors and assigns) and having entered into a contract dated _____ (herein after called the Contract which expressions shall include all the amendments' thereto) with M/S _____ having its head/Registered office at _____ (herein after referred to as the Bidder which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the contract having been unequivocally accepted by the Bidder resulting in a contract bearing No. _____ dated _____ value at Rs. _____ (in figures) Rs. _____ (in words) for _____ (Scope of work _____ and GAD (Aviation Wing), Govt. of Mizoram having agreed that the Bidder shall furnish to GAD (Aviation Wing), Govt. of Mizoram performance guarantee for the faithful performance of the entire contract to the extent of 10% of the value of the contract computed for four years Rs. _____ we _____ (name of the Bank) _____ having its registered office at _____ (herein after referred to as the Bank which expression shall repugnant to the context on meaning thereof include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on first demand in writing in Rupees _____ as any and all monies to the extent of Rs. _____ (in figures) Rs. _____ (in words) in aggregate at any time without any demur, reservation or resource, contest or protest and/or without any reference to the Bidder. Any such demand made by GAD (Aviation Wing), Govt. of Mizoram and Bidder or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by GAD (Aviation Wing), Govt. of Mizoram in writing.

2. GAD (Aviation Wing), Govt. of Mizoram shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time to extend the time for performance of the contract by the Bidder or vary the terms of the Contract. GAD (Aviation Wing), Govt. of Mizoram shall have the fullest liberty without affecting this Guarantee to postpone from time to time, the exercise of power vested in them or any rights which they might have against the Bidder and to exercise the same at any time, any manner and either to enforce or to forebear to enforce and covenants contained or implied in the contract between GAD (Aviation Wing), Govt. of Mizoram and the Bidder or any other course or remedy or security available to GAD (Aviation Wing), Govt. of Mizoram. The bank shall not be released of its obligation under these presents by any exercise by GAD (Aviation Wing), Govt. of Mizoram of its liberty with reference to matters aforesaid of any of them or by reason of any other act or forbearance of other acts commission or omission on the part of GAD (Aviation Wing), Govt. of Mizoram or any other indulgence shown by GAD (Aviation Wing), Govt. of Mizoram or by any other matter or thing whatsoever, which under law would, but for this provision have the effect of relieving the bank. The Bank undertakes that in case the period of the contract is extended beyond the initial period of two years it shall extend the Bank Guarantee for further period in a step of one year on written instruction from GAD (Aviation Wing), Govt. of Mizoram.

3. The Bank also agrees that GAD (Aviation Wing), Govt. of Mizoram at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Bidder notwithstanding any security or other guarantee that GAD (Aviation Wing), Govt. of Mizoram may have in relation to the Bidders liability.

4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/equipment/services as the same is a condition of supply contract and all the dues of GAD (Aviation Wing), Govt. of Mizoram under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till GAD (Aviation Wing), Govt. of Mizoram discharges this guarantee in writing.

5. We further agree that as between us and GAD (Aviation Wing), Govt. of Mizoram for the purpose of this guarantee any notice given to us by GAD (Aviation Wing), Govt. of Mizoram that the money is payable by the bidder and any amount claimed in such notice by GAD (Aviation Wing), Govt. of Mizoram shall be conclusive and binding on us notwithstanding any difference between GAD (Aviation Wing), Govt. of Mizoram and the Bidder or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected discharged by any change in our constitution and the constitution of GAD (Aviation Wing), Govt. of Mizoram or that the Bidder. We also undertake not to revoke this Guarantee during its currency. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder and shall remain valid binding and operative against the Bank.

6. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. _____ (Rupees _____ only) only in aggregate and it shall remain in full force up to and including 120 days

after (indicate the date of expiry of bank guarantee) unless extended further from time to time, for such period as maybe instructed in writing by GAD (Aviation Wing), Govt. of Mizoram up to period of six months in which case it shall remain in full force up to and including 60 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days after the said date/extended date whichever is later. If no such claims have been received by us within 60 days after the said/extended date, right of GAD (Aviation Wing), Govt. of Mizoram under this Guarantee will cease. However, if such claim has been received by us within and up to 60 days after the said date/extended date, all the rights of GAD (Aviation Wing), Govt. of Mizoram shall not cease until we have satisfied that claim.

7. The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities and other authorities as required in _____ (indicate the name of the country of issue of guarantee) _____ as also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian Courts (This is applicable where other party is foreign one)

Date this _____ day of _____ 20____.

Witness No.1

(Signature)

Full Name and Official Full Name and Official Address
In Capital Letters

Witness No.2

Designation with Bank Stamp

(Signature)

Attorney as per power of Attorney No. _____

Full name and Official address in Capital letters Date _____

PROFORMA TENDER LETTER
(To be submitted with Technical Bid)

To,
Principal Consultant,
GAD (Aviation Wing), Govt. of Mizoram
Planning Dept. Building Phase I,
Opp. Raj Bhawan, Aizawl, Mizoram, 796001

Sub _____

Dear Sir,

We, the undersigned, have considered and complied with the INSTRUCTION TO BIDDER and have accepted the General Terms Conditions (Section II) and Standard Terms Conditions (Not all inclusive)- Section III stipulated in the Tender document for Wet lease of Two Twin engine Helicopter (8 to 15 seats, helicopter with higher seating capacity shall be preferred) for an initial period of four years in full cognizance and compliance with these aforesaid conditions and the regulations of Government Authorities we the undersigned, hereby offer to provide the Helicopter for which we have tendered. Such work shall be completed in conformity in accordance with the tender document to the entire satisfaction of yourselves of our representative of consultant at the prices and schedule of rates to be quoted in our Price Bid. We further and stipulate as follows: -

1. Until the final CONTRACT DOCUMENT as prepared and executed, this TENDER DOCUMENTS, together with modifications/additions/deletions agreed to with GAD (Aviation Wing), Govt. of Mizoram and your written acceptance thereof, shall constitute a binding contract between us upon the terms of this TENDER, of the price schedules accompanying the same.
2. We shall be prepared for the service, to provide on the location to commence on receipt your telefax of intent and to complete in accordance with the time schedule which has been provided. This time schedule and its beginning and completion date are of the essence of our agreement. All prices in our proposals and schedules shall remain firm and capable of acceptance by you in accordance with the provision hereof for a period of _____ days from the opening.

Date _____ day of _____
Signature _____

In the capacity of _____
Signature _____

In the capacity of _____

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

WITNESS

PRE-CONTRACT INTERGRITY PACT

General

1. Whereas the Governor of Mizoram, represented by Secretary ,GAD, Govt. of Mizoram, herein referred to as the Buyer and the first party, proposes to procure the services of helicopter charter hereinafter referred to as helicopter charter, and M/s....., represented by, Chief Executive Officer (which term unless expressly indicate by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder, Seller and the second party, is willing to offer/has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a General Administration Department, Aviation Wing, Mizoram performing its functions on behalf of the Governor of Mizoram.

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

3.1 Enabling the Buyer to obtain the desired helicopter charter at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by following transparent procedures.

Commitments of the BUYER

4. The Buyer commit itself to the following;

4.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for and advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

4.2 The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

4.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such breach.

5. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

6. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

6.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

6.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

6.3 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities

6.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers

or any other intermediaries in connection with the contract and the details of services agrees upon for such payments.

6.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information in divulged.

6.8 The BIDDER commits to refrain from giving any complain directly or through any other manner without supporting it with full and verifiable facts.

6.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Pervious Transgression

7.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

7.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money (Security Deposit)

8.1 Every Bidder, while submitting commercial bid shall deposit an amount of Rs. 2.5% of the total contract value as Bid Security or Earnest Money Deposit (EMD) with the BUYER through the following instrument;

- (i) Bank Guarantee, FDR or TDR in favour of GAD (Aviation Wing), Govt. of Mizoram.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to the GAD (Aviation Wing), Govt. of Mizoram, Ministry of Home Affairs, Govt. of India, represented on behalf of the President of India, on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the buyer shall be treated as conclusive proof for payment. A model Bank Guarantee format given in Annexure can be used.

8.2 The Earnest Money/Security deposit shall be valid till deposition of performance security of contractual obligation to complete satisfaction of both the bidder and the buyer. In case there are more than one bidder, the earnest money/security deposit shall be refunded by the buyer to those bidders whose bid does not qualify for negotiations as constituted by the buyer, immediately after a recommendation is made on the bid after an evaluation.

8.3 In the case of successful bidder, a clause would also be incorporated in the article pertaining to performance bond in the purchase contract than the provision of sanctions for violations shall be applicable for forfeiture of performance bond in case a decision by the buyer to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

8.4 The provisions regarding sanctions for violation in integrity pact include forfeiture of performance bond in case of a decision by the buyer to forfeit the same without assigning any reason for imposing sanction for violation of integrity pact.

8.5 No interest shall be payable by the buyer to the bidder on earnest money/ security deposit for the period of its currency.

9. Company code of conduct:

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of Bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violations

10.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of the State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to cover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER
- (vii) To debar the BIDDER from participating in future bidding process of the Government of Mizoram for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the bidder or any employee of the Bidder or any person acting on behalf of the bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without any payment of compensation to the Bidder. The term close relative for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separate from the government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon government servant, does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servants wife or husband and wholly dependent upon Government servant.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contract with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

10.2 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitors(s) appointed for the purposes of this Pact.

11. Fall Clause

- 11.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems or services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU if it is found at any stage that similar product/systems or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India or any States Government or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
- 11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 The following are already nominated by MHA vide office order no.D/21013/30/3220/111110/PW/CF-3101362 dated 04 Feb., 2014.

- i. Sh. M. Raman, IAS (Retd) Formerly secretary petrochemical and Chemicals, GOI, 3/686, Cauvery Road, Kottivakkam, Chennai-60041 (Tamil Nadu).
- ii. Sh. Sunil Verma, IA&AS(Retd.), Formerly Deputy C&AG, GOI, C-559, Defence Colony, New Delhi – 110024.

12.2 As soon as the Integrity Pact is signed, the buyer shall provide a copy thereof, along with a brief background of the case to the Independent Monitors.

12.3 The Bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.

12.4 If any complaint with regards to violation of the Integrity Pact is received by the buyer in a lease agreement case, the buyer shall refer the complaint to the Independent monitors for their comments/enquiry.

12.5 If the Independent Monitors need to peruse the relevant records of the bidder in connection with the complaint send to them by the buyer, the bidder shall make arrangement for such perusal of records by the Independent Monitors.

12.6 The report of enquiry, if any, made by the Independent Monitors shall be submitted to the Joint Secretary P-II Division, Ministry of Home affairs, Government of India for final and appropriate decision in the matter keeping in view the provision of this pact.

13. Examination of Books of Accounts

In case of any allegation of violation of any provision of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Aizawl, Mizoram.

15. Other Action: The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

16. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

17. Validity

17.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 1 year or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, whichever is later.

17.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

18. The parties hereby sign this Integrity Pact at..... on

SECRETARY
GENERAL ADMINISTRATION DEPARTMENT
GOVT. OF MIZORAM

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

- 1.
- 2.

- 1.
- 2.

Performance Statement for last three years

Name of Firm: - _____

Name of Item: - _____, Quantity: - _____

1. Contract Nos.:
2. Description of Helicopters along with area of deployment/duty :
3. Quantity on order :
4. Value :
5. Performance:
6. Any Deviation:

X) Any other remarks: -

Signature of Tenderer

QUESTIONNAIRE

(Please Mark (Tick) in appropriate Box and fill the answer correctly. Tenders leaving the box unmarked and questionnaire unanswered shall be rejected)

1. Name and address of Contractor

2. a) Whether registered with concerned authority to provide services as per tender enquiry.

YES

NO

b) If yes, Monetary
(Enclose Photocopy
Of Regn. Certificate)

Rs. (Lakh)

(Without Limit)

c) Validity Date

3. Whether past supplier/Providing such services

During the last 3 years.

(If yes, submit performance report
in enclosed proforma

YES

NO

4. a) Whether Helicopter fully conforms to
tender schedule specifications in
all respects.

YES

NO

b) If answer to 4 (a) is No then indicate the
details of deviation in separate sheet.

YES

NO

5. Acceptance to conditions of contract as
contained in tender enquiry.

YES

NO

6. Have you enclosed required EMD

YES

NO

7. Have form NO 68 A and
List No 1 of T.E been signed
By witnesses?

YES

NO

8. Do you accept maintenance clauses

YES

NO

9. Do you accept Arbitration Clause.

YES

NO

10. Do you accept Insurance clause

YES

NO

11. Do you accept the condition to provide
Helicopter at the designated bases
Within 60 days of signing of
Lease agreement/MoU

YES

NO

Signature of the Tenderer _____

Name in Block Letters _____

Capacity in which tender signed _____

Full Address. _____

LIST NO – 1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW.
TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND
/ OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.

1. Tender No. _____
2. Make and model, Brand of Helicopter. :
3. Name and address of Company and OEM :
4. Permanent Income Tax A/C No. :
5. Please indicate name & full address of your Banker in the following format –
 - a) Bank Name, Branch and Bank Account No. (Core Bank account)
 - b) IFSC code
 - c) Whether bank branch is NEFT/RTGS enables or not
 - d) TIN No.
6. Business name and constitution of the firm.
 - a) The Indian Companies Act 1956,
 - b) The Indian Partnership Act 1932 (Please also give name of partners)
 - c) Any Act; if not, who are the owners. (Please give full names and address.)
7. Whether the tendering firm is/are: -
 - a) Manufacturer :
 - b) Manufacturer's authorized agents :
 - c) Holders in stock of the stores tendered for :

N.B.: If manufacturer's agent please enclose with tender the copy of manufacturer's authorization on properly stamped paper, duly attested by a Notary Public.

8. Please indicate the stock in hand at present time: -
 - a) Held by you against this enquiry. :
 - b) Held by M/s. _____ over which you have secured an option.

Signature of the Tenderer

9. State whether business dealings with you have been
Banned by Min/Deptt. Of Supply/Min. of Home Affairs? :

10. Please confirm that you have read all the instructions carefully and have complied
with accordingly.:

<p>Signature of Witness</p> <hr/> <p>(Full Name and address of witness in Block Letters)</p>	
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Signature of Tenderers

(Full Name and address of the persons
Signing in Block letters)

Whether Signing as
Proprietor/Partner/Constituted
Attorney/duly authorized by the Company