

**GOVERNMENT OF BIHAR  
CABINET SECRETARIAT DEPARTMENT  
PATNA (BIHAR)**

**TENDER DOCUMENTS FOR  
WET LEASE OF ONE BRAND NEW TWIN  
JET ENGINE AIRCRAFT  
(2014/2015/2016 MAKE)  
(TSN. Mx. 100 Hrs)**

**GOVERNMENT OF BIHAR  
CABINET SECRETARIAT DEPARTMENT**

**NOTICE INVITING BID**

Sealed offers under TWO BID SYSTEM are hereby invited by the Govt. of Bihar from eligible commercial permit holders (Non-scheduled category) under DGCA, India, for WET LEASE of one **Brand New (2014-2015-2016 make/TSN. Mx. 100 Hrs) Twin Engine Jet Aircraft** for VVIP/VIP operation in Bihar and entire Territory of India, for an initial period of 5 (five) years. Specification of aircraft is appended below:-

**THE DESIRED SPECIFICATIONS OF THE AIRCRAFT ARE AS FOLLOWS:-**

1. The aircraft should be certified vide FAR 25 or CS 25 certification standards
  2. Twin engine
  3. Minimum Range 2000 NM with AUW at 35 degree centigrade OAT as sea level.
  4. Minimum cruising speed 450 knots.
  5. Preferably glass cockpit with dual FMS.
  6. Dual flight control with six axis Auto Pilot.
  7. IFR capability.
  8. Pressurized cabin.
  9. RVSM compliant
  10. CVR/FDR, EGPWS and other essential equipment installed as per applicable DGCA Civil Aviation Requirements (CARs)
  11. Seating capacity as per Type certificate data sheet.
  12. Minimum endurance of 4 hours 30 mins.
  13. Service Ceiling to be more than 30,000 ft.
  14. The aircraft and its engine to be type accepted by DGCA
  15. Aircraft should be in VVIP/VIP configuration.
  16. 8+2 (Passengers + Pilot) seating capacity.
  17. Capable of night flying in all weather.
  18. Capable to land on runway having minimum length of 5500 ft.
- One in number Twin Engine Jet Aircraft 8+2 (Passenger + Pilot) seater for VVIP/VIP operation in Bihar and all airports in India. Approximate utilization of flying hours will be 240 hrs per year (i.e. 20 hrs per month).
- Bidder has to deposit Bid Bond (Earnest Money) of Rs.20.00 (Twenty) lakh in the form of Bank Guarantee as specified in the Detailed Tender Documents.  
Other terms and conditions and technical parameters required for the Aircraft are specified in the Detailed Tender Documents.
- Detail Tender Documents may be procured from the Office of the Director (Civil Aviation), Govt. of Bihar, Patna from **28.11.2016 to 14.12.2016** during office hours from 1000 hours (IST) to 1600 hours (IST) against a request/authority letter, on payment of Tender Fee of Rs.15,000/- (Rupees Fifteen Thousand) (non-refundable) only per bid document by Demand Draft in favour of the Director cum chief pilot, Govt. of Bihar, Patna, payable at Patna, Bihar.
- Detail Tender Documents may also be collected by post by sending a self-addressed stamped envelope along with requisite Tender Fee as mentioned above. The Government of Bihar will however not be responsible for non-reaching of the Tender Documents due to postal delay or

misplacement etc.

- Tender Documents can also be downloaded from the website [www.csd.bih.nic.in/](http://www.csd.bih.nic.in/) [www.prdbihar.gov.in/](http://www.prdbihar.gov.in/) [www.tenders.bih.nic.in](http://www.tenders.bih.nic.in). The Downloaded Tender Form must be accompanied by the Demand Draft of requisite Tender Fee as mentioned above while submitting Bid failing which the bid shall be rejected forthwith.
- Last date and time of receipt of Tender by post or by hand is 1530 hours (IST) on **04.01.2017** in the office of Principal Secretary, Cabinet Secretariat Department Govt. of Bihar, Patna.
- a) Sealed Tenders will be opened in the office chamber of The Principal Secretary (Cabinet Secretariat Department), Govt. of Bihar, Patna at 1700 hours (IST) on **04.01.2017** by a committee constituted by the Government of Bihar. If intervened by a holiday, Tenders will be received /opened at the same time on next working day.
- b) After opening of Sealed Packets of Tenders, only the Technical Bids shall be opened on **04.01.2017** at 1730 hrs for scrutiny of the bid documents and technical data etc. The schedule of events for different activities is given below:-

SL. No.	Schedule of Events	Date
1.	Request for Proposal	28.11.2016
2.	Pre-bid meeting	14.12.2016
3.	Reply to queries	23.12.2016
4.	Last date for submission of proposals & Technical bid opening	04.01.2017
5.	Presentation by Bidding organisations	09.01.2017
6.	Opening of Financial Bid	16.01.2017
7.	Award of Contract	23.01.2017
8.	Positioning of Aircraft	Before October 2017 i.e. 09 months after issue of LOI.

However, if Technical Bid of any bidder is found incomplete, not supported by requisite Bid Bond and/or required documents or deficient of any technical parameters as specified in the Detailed Tender Documents, their Financial Bid shall not be opened and same will be returned to the bidder in sealed condition as submitted by the bidder.

- The Government of Bihar reserves the right to reject any or all the bids offer without assigning any reasons thereof.

**Date:** -----

Director cum Spl. Secretary,  
Civil Aviation Directorate  
Cabinet Secretariat Department,  
Govt. of Bihar, Patna

**GOVERNMENT OF BIHAR**  
**CABINET SECRETARIAT DEPARTMENT**

**PATNA**

Telephone No.0612 2223905

Fax No. 0612 2224614

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

**INVITATION OF BID (IOB)**

Dear Sirs,

Sealed offers under TWO BID SYSTEM are invited by GOVT. OF BIHAR from Non-scheduled Operators Permit Holder registered under DGCA, India, for WET lease of 01 (ONE) no. **Brand New (2014/2015/2016 make/TSN. Mx. 100 Hrs) Twin Engine**, 8+2 (Passenger + Pilot) seating configuration Jet engine Aircraft for VIP/VVIP flight services in Bihar and adjoining areas for an **period of 05 (five) years** in the prescribed bid form and the proforma attached to this bid package. The details of the tender are given below:-

1. **Tender No:** :-
2. **Period of initial Contract** :- **From date of positioning of aircraft up to 5 (five) years**
3. Wet lease of **one in number Brand New (2014-2015-2016 make/ TSN. Mx. 100 Hrs) twin jet engine aircraft** of desired specification as mentioned in the bid document and complying with the mandatory modifications issued by manufacturer and modifications as prescribed by DGCA India and other modifications as applicable, for an initial Period of **5 (five) years**. The aircraft is to be utilized mainly for VIP/VVIP flights in Bihar and other locations in India. **Flying hour utilization of the aircraft will be approximately 240 hrs per year i.e. 20 hrs per month.**
4. **Delivery period** :- Bidder to mobilize the aircraft at Patna Airport, Patna, Bihar, within 270 days from the date of issue of letter of intent (LoI).
5. **Tender submission - date and time**  
All the tender will be submitted to the office of The Principal Secretary, Cabinet Secretariat Department, Bihar, Patna on or before 1530 hrs. (IST) on **04.01.2017** and Tenders will be opened 1730 hrs (IST) on **04.01.2017** for Technical Bids.

Bidder(s), whose Technical Bids are found not qualified, their Financial Bids shall not be opened and shall be returned to the bidder in sealed condition as submitted by them after the finalisation of the bidding process.

## 6. Schedule of Events:-

SL. No.	Schedule of Events	Date
1.	Request for Proposal	28.11.2016
2.	Pre-bid meeting	14.12.2016
3.	Reply to queries	23.12.2016
4.	Last date for submission of proposals & Technical bid opening	04.01.2017
5.	Presentation by Bidding organisations	09.01.2017
6.	Opening of Financial Bid	16.01.2017
7.	Award of Contract	23.01.2017
8.	Positioning of Aircraft	Before October 2017 i.e. 09 months after issue of LOI.

Note : Any change in above mentioned dates will be duly notified in the website. Hence bidders are requested to daily update themselves from the website mentioned above from any changes in the tender document.

7. **Bid Bond (Bank Guarantee)** :- **Rs. 20 lakh (Rupees twenty lakh only) against Aircraft** in the form of irrevocable Bank Guarantee from any Nationalized or Scheduled Bank of India.
8. **Tender Bid Validity up to** :- **12 (Twelve) months** from the tender opening date i.e. **up to 31<sup>st</sup> January, 2018.**
9. **Bid Bond Validity up to** :- **12 (Twelve) months** from the tender opening date i.e. **up to 31<sup>st</sup> January, 2018.**
10. **Performance Bank Guarantee**
- i) **Amount** :- Performance guaranty will be taken in the form of bank guaranty, 5% of the total contract value computed for 01 year and there after same will be extended every year to be furnished by the successful bidder from any Nationalized or Scheduled Bank of India.
- ii) **Validity** :- **2 (Two) months beyond the initial five years period** of the contract and extendable thereafter.
- Correspondence Address** :- Director cum Spl. Secretary,  
Civil Aviation Directorate,  
Cabinet Secretariat Department, Bihar  
Phone No. 0612 2223905  
Fax No. 06112 2224614

**The tender will be governed by the instructions to bidder as per Chapter-I, General Terms & Conditions as per Chapter-II and Standard Terms and Conditions (not all inclusive) placed at Chapter-III and Specimen “Deed of Wet Lease Agreement” as per Chapter-IV and Annexure-I, II and Schedule-I & II.**

“TWO BID SYSTEM” shall be followed for this Tender. Bidder should take due care to submit tenders in accordance with requirement in sealed covers. **GOVT. OF BIHAR shall have the right to accept/reject or prefer any Bid without assigning any reason whatsoever including rejecting the lowest quoted bid.**

Yours faithfully,

Director cum Spl. Secretary,  
Civil Aviation Directorate  
Cabinet Secretariat Department,  
Govt. of Bihar, Patna

**INSTRUCTION TO THE BIDDERS.**

1. Please go through the enclosed Bid Documents before submission of bids.
2. Tender documents will be available for downloading from our Website. **www.csd.bih.nic.in/ www.prdbihar.gov.in/ www.tenders.bih.nic.in.** from **28.11.2016** onwards. The Tender documents can also be collected from **28.11.2016** onwards from the office of the Director cum Spl. Secretary, Cabinet Secretariat (Civil Aviation) Department, Govt. of Bihar, Patna Phone No.0612- 2223905 Fax No. 0612- 2224614 with a request/authority letter and requisite **Tender Fee of Rs.15,000/-** (Rupees Fifteen Thousand) **only per set of Tender Document, by Demand Draft in favour of “Director cum Chief Pilot, Directorate of Civil Aviation, Bihar, Patna”, payable at Patna.** Bidders using/submitted down-loaded Tender Documents from website must furnish the Demand Draft of Tender Fee along with the Technical Bid otherwise the Bid shall be rejected outright. Tender Documents can also be purchased by post by sending a self addressed stamped file size envelope with a request letter along with requisite Tender Fee as mentioned above. However, the State Government shall not be responsible for non-receipt of Tender Documents sent by post due to postal delay or whatsoever reason.
3. **BEFORE SUBMISSION OF BIDS, THE BIDDERS SHOULD FREQUENTLY/DAILY VISIT WEBSITE www.csd.bih.nic.in/ www.prdbihar.gov.in/ www.tenders.bih.nic.in. FOR FINAL AMENDMENTS, CLARIFICATIONS, UPDATES, IF ANY, WHICH WOULD FORM PART OF THE TENDER AND WHICH WOULD BE AVAILIABLE AT THESE SITE TILL THE LAST DAY OF BID SUBMISSION.**
4. Please ensure that all documents are submitted in English language.
5. Please ensure that the **sealed bids** are submitted under “Two Bid System” viz (a) “**Technical Bid**” and (b) **Financial Bid**”.
6. **Schedule of Events :-**

<b>SL. No.</b>	<b>Schedule of Events</b>	<b>Date</b>
<b>1.</b>	Issue of Request for Proposal	28.11.2016
<b>2.</b>	Pre-bid meeting	14.12.2016
<b>3.</b>	Reply to queries	23.12.2016
<b>4.</b>	Last date for submission of proposals & Technical bid opening	04.01.2017
<b>5.</b>	Presentation by Bidding organisations	09.01.2017
<b>6.</b>	Opening of Financial Bid	16.01.2017
<b>7.</b>	Award of Contract	23.01.2017
<b>8.</b>	Positioning of Aircraft	Before October 2017 i.e. 09 months after issue of LOI.

Please ensure that your bid reaches the Office of the Principal Secretary, Cabinet Secretariat Department), Govt. of Bihar, Patna before 1530 hrs on **04.01.2017** and should be sent by Registered Mail, Courier or Hand delivered. **GOVT. OF BIHAR shall not be responsible if the Bid documents are misplaced /delayed in transit and not received at the above office by the prescribed date and time.**

**GENERAL TERMS AND CONDITIONS.**

**1. REQUIREMENT**

Wet lease of 1 (ONE) twin jet engine aircraft (**2014/2015/2016 Make/ TSN. Mx. 100 Hrs**), 8+2 (Passenger + Pilot) seater for VIP/VVIP flight service for an initial period of 5 (five) years. Bidder is required to keep back up support for replacement of aircraft with similar type in case of non-availability of the contracted aircraft due to any reason whatsoever.

**1.1 Desired specification of the Aircraft are as follows:-**

1. The aircraft should be certified vide FAR 25 or CS 25 certification standards
2. Twin engine
3. Minimum Range 2000 NM with AEW at 35 degree centigrade OAT as sea level.
4. Minimum cruising speed 450 knots.
5. Preferably glass cockpit with dual FMS.
6. Dual flight control with six axis Auto Pilot.
7. IFR capability.
8. Pressurized cabin.
9. RVSM compliant
10. CVR/FDR, EGPWS and other essential equipment installed as per applicable DGCA Civil Aviation Requirements (CARs)
11. Seating capacity as per Type certificate data sheet.
12. Minimum endurance of 4 hours 30 mins.
13. Service Ceiling to be more than 30,000 ft.
14. The aircraft and its engine to be type accepted by DGCA
15. Aircraft should be in VVIP/VIP configuration.
16. 8+2 (Passengers + Pilot) seating capacity.
17. Capable of night flying in all weather.
18. Capable to land on runway having minimum length of 5500 ft.

**1.2 Other Requirements :-**

**(a) Mission Profile :-**

The Aircraft should have certification of manufacturing company and the same should be accepted by DGCA, Ministry of Civil Aviation, Government of India. The pilots and air-crews to be deployed on the Aircraft should also be technically qualified and professionally competent. Technical specification of the machine indicating safety parameters may also be given. The Pilots and air-crews should be Indian national/or as per guidelines of Govt. of India while conducting flight programme in international border areas and the bidder shall comply with all required formalities of obtaining permission etc. in this regard.

**(b) Passenger Capabilities: -**

Under the above conditions (Mission Profile) the Aircraft offered should be able to carry minimum 12 passengers (excluding crews) @ 85 kg each.

**2. AVAILABILITY/BASE OF OPERATION**

The Aircraft should be mobilized/ positioned at Patna Airport, Bihar which will be the base of operation, within 180 days from the date of issue of letter of Intent (LOI). The expected utilization of the Aircraft will be 240 hrs per year i.e. 20 hrs per month.

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

Limited rooms for office/stores at the Patna Airport State Hangar will be provided to the

successful bidder as per availability. A hangar which can accommodate the Aircraft is available at Patna Airport for housing of the Aircraft. If any additional rooms are required to any bidder, same shall be arranged by them outside the airport at their own cost and arrangements. Office/store rooms and hangar at Patna Airport shall be provided free of charge, but furnishings of office equipment, other accessories like telephone, Air Conditioner etc. and bills for electricity/telephone/water supply etc. shall be arranged/borne by the successful bidder. Arrangement of other required infrastructures along with accommodation and transport for Pilots, crew etc. for the base shall be made by the successful bidder at their own cost and arrangements.

### **3. DURATION OF LEASE**

The lease will be initially for a period of **5 (five) years from positioning of Aircraft after the contract agreement is signed**

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

Bids shall be valid for **12 (twelve) months** from the date of opening of the tender i.e. up to **31<sup>st</sup> January, 2018.**

**GOVT. OF BIHAR may seek induction of Aircraft against issue of conditional letter of Intent (LOI), pending finalization/signing of formal contract Agreement.**

### **5.1 REQUIREMENT OF BIDDER – ELIGIBILITY CRITERIA: -**

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

- (a) The Bidder should be a Company in corporate registered under the Indian company act 2013 or 1956 or a limited liability partnership registered under LLP Act, 2008. The Bidder as a Company must be currently in the business of operating Aircraft services under **valid Non-Scheduled Operator's Permit (NSOP) of DGCA, India valid up to date (supporting documents of NSOP to be enclosed in Technical bid).**
- (b) **The Aircraft offered must be Brand new (2014/2015/2016 make/ TSN. Mx. 100 Hrs) as on the date of Positioning.**
- (c) The bidder must have 2 sets of qualified **pilots duly trained to fly the offered Aircraft**, as on date of positioning of Aircraft and the pilots should be in the direct employment of the bidder.
- (d) The bidder may preferably have ISO Certification.
- (e) Copies of currently valid C of A, C of R, Weight Schedule etc. issued by DGCA and other competent authorities, for the operation of the tendered Aircraft must be furnished along with the Technical Bid. The bidder will furnish Call Sign (Registration Number) of each Aircraft offered in this bid which must be endorsed on their NSOP. If the offered Aircraft is intended to be taken on lease from outside, the successful bidder must register the same under DGCA India and obtain C of A, C of R etc. from DGCA India well in time before positioning the same for State Govt. service. An undertaking to this effect must be invariably enclosed with Technical bid.
- (f) The Bidder should be in Aircraft flying/Operations business for at least 5 years calculated backwards from 2016 (excluding 2016) and **must have 1 (one) additional Aircraft of the similar type offered against the bid to serve as back up or may have contractual arrangement with some other NSOP**
- (g) The bidder should have PAN / TAN of Income Tax. (copy to be furnished in Technical bid).
- (h) The bidder should have Service Tax Registration number. (Copy to be furnished in Technical bid).



- (i) Preference will be given to bidder having VVIP/VIP operation experience of Central Govt/ State Govt./Govt. PSU.
- (j) A certificate should be given by the bidder that they are not blacklisted by any State Govt. or Central Govt/PSU.
- (k) The bidder shall have to submit Annual Safety Audit Reports for the last three years conducted by a reputed and certified Safety Auditor, authorized as per norms prescribed under the BCAS/DGCA guidelines.

*All the requirements are to be met individually.*

## 5.2 REJECTION CRITERIA: -

- (A) Non-submission of bid as per terms & conditions of this tender.
- (B) Bid not meeting the minimum financial criteria with regard to:-
  - i) Turnover
  - ii) Solvency (With amount blank in technical bid).
  - iii) Certificate of financial capability from statutory auditor.
- (C) Unsigned, unstamped and unsealed bids.
- (D) Bids having/seeking deviations from the tender.
- (E) Price bids not submitted as per the specified format of tender.
- (F) Non-submission of solvency certificate (in original) along with Financial bid.

*All the requirements are to be met individually.*

## 6. Schedule of Events :-

SL.	Schedule of Events	Date
1.	Request for Proposal	28.11.2016
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5.	Presentation by Bidding organisations	09.01.2017
6.	Opening of Financial Bid	16.01.2017
7.	Award of Contract	23.01.2017
8.	Positioning of Aircraft	Before October 2017 i.e. 09 months after issue of LOI.

## 7. EVALUATION OF BIDS

- i) Bidder/Bid (Technical and Financial bids) should pass the stipulated requirements as per “**Rejection Criteria**” as specified at para-5.2 above and also to meet the stipulated requirements as per “**Requirement of Bidder-Eligibility Criteria**” at para-5.1 above. The aircraft(s) offered by the bidder should also meet the technical & operational requirements as specified in the tender **at para-1, 1.1 and 1.2** thereafter the Financial bids of shortlisted bidders would be evaluated. **Bidders whose Technical bids are found unqualified, their Financial bids shall not be opened and shall be returned in sealed condition.**
- ii) For the purpose of financial evaluation of bid an average flying hours shall be taken as 20 hours/per month. The formula for calculation is given below:-  
 (Fixed monthly charges) + (Hourly charge x 20) = Monthly charge.  
 Total Cost = Monthly Charge x 12 (Months) x 5 (Years).  
 The lowest cost will be selected as successful bidder.
- iii) **Financial information to be submitted by bidders:**
  - Turnover of bidders (in aviation business) : 30% of annualized bid value or more
  - Solvency Certificate : 30% of annualized bid value or more

**Note:-**

- (a) The solvency certificate will be accepted **not older than six months** from the date of Technical bid submission. The Bidder will have to submit Solvency Certificate from any Nationalized or Scheduled Bank of India.
- (b) For the purpose of ascertaining parameter of Turnover of the Bidder, average turnover of the Bidder for the previous consecutive three financial years in aviation business shall be considered.
- (c) The Bidder shall provide a copy of each audited Annual Accounts of previous consecutive three financial years i.e. FY 2015-16, 2014-15 & 2013-14 (to be submitted with Technical Bids) for ascertaining their turnover.
- (d) Basis of bid price for the purpose of Solvency Certificate and Turnover:- The basis of bid price for the purpose of ascertaining Financial Capacity shall be the price quoted by the bidder including duty and taxes, if any, which is taken in to consideration for evaluation.
- (e) Submission of Solvency Certificate under Two bid System:
  - (i) The Solvency Certificate should be kept in the sealed envelope containing the **Financial Bid**. A copy of the Solvency Certificate with the amount **blanked out** must also be kept in the Technical bid.
  - (ii) The bidder must confirm in their **Technical Bid** the following:
    - (a) The Solvency limit specified in the certificate is equal to or more than 30% of their annualized bid value.
    - (b) The Turnover of the Bidder is equal to or more than 30% of the Annualized bid value.

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

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

**8. SUBMISSION OF BIDS**

The bidders are requested to submit their bid(s) under **two bid system** in a Sealed envelope in the **Office of Principal Secretary, Cabinet Secretariat Department, Government of Bihar, Patna**, on or before closing date & time.

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

- a) Details of Company and Aircraft offered, eligibility criteria and desired specification details as per **Scheduled-II** with supporting documents as mentioned therein.
- b) Bid Bond(s) of the requisite value and validity mentioned herein before as per **Annexure-I**
- c) Proforma Tender letter as per **Annexure-II**.
- d) **Undertaking** regarding availability of fully airworthy back up Aircraft of the similar type with full set of crew to be provided to the State Govt. within 48 hours of the operating aircraft becomes unserviceable /grounded.
- e) Documentary evidence of flying experience and list of Pilots and their flying experience as mentioned in **Para-5** above of **Chapter-II**.
- f) Copy of Solvency Certificate with amount blank.
- g) Price Proforma with amount blank
- h) Certificate from Statutory Auditor.
- i) Copies of each of audited Annual Accounts of previous consecutive three financial

years i.e. FY- 2015-16, 2014-15 & 2013-14.

- j) Other required & relevant documents such as re-validated Non-Scheduled Operator's Permit, Airworthiness Certificate, Certificate of Registration, Insurance Certificate, etc. and Lease agreement of taking aircraft on long term lease by bidder (if not owned) and undertaking to obtain DGCA India's registration & C of A within stipulated period, as mentioned in the Tender.
- k) Specimen "Deed of Wet Lease Agreement" as at **Chapter-IV duly accepted/signed with seal in each page.**

**"Financial Bid"**

Schedule of rates duly filled in and signed with seal as per **Schedule -I** attached. Solvency certificate in original. Other required & relevant documents as mentioned in the Tender.

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

**"Financial Bid"- Tender No.....**  
**For 8+2 (Passenger + Pilot) seater Aircraft**

**'Technical Bid"- Tender No.....**

Both the Financial & Technical bids after sealing in separate envelopes should be put together in a third sealed envelope indicating the tender reference as under and bidder's name bold written on the top of the envelop **"Tender for Wet Lease of 8+2 (Passenger + Pilot) Seater Aircraft against NIT No. .... dated .....2016"**

(All amounts/payment shall be made in Indian currency- Financial Bid should be in Indian Currency).

The bid should be addressed to -

**To,**

**Director cum Spl. Secretary,  
Civil Aviation Directorate  
Cabinet Secretariat Department,  
Govt. of Bihar, Patna**

Please ensure that your bid reaches the above office of Govt. of Bihar before **1530 hrs on 04.01.2017** and should be sent by Registered Mail, courier or hand delivered.

**GOVERNMENT OF BIHAR shall not be responsible if the Bid documents are misplaced /delayed in transit and not received by the prescribed date and time.**

**9. NO CHANGE IN THE FORMAT ATTACHED.**

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

**10. MODIFICATION OF BID AFTER CLOSING DATE**

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

**11. PRICES :-**

The prices quoted in Bid must be firm and final, Any modifications to the offer after opening of the tender will not be considered. The prices quoted by the bidders must remain firm for the entire duration of the contract. Bidders must quote in **Indian Rupees** their prices/amounts in Financial Bid in accordance with the Schedule-I.

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

**13. BID GUARANTEE(EARNEST MONEY)**

i) The bidders shall submit **bid bond in original** along with their **Technical Bid**. The Bid bond shall be for a sum of Indian **Rs.20 (twenty) lakh in the form of an irrevocable Bank Guarantee** issued by any Nationalized Bank or Scheduled Bank in India. The Bid Bond shall be kept initially for a period of **2 (Two) months** beyond validity period of the offer which is Twelve months from the Tender closing date, as per the **Bid Bond proforma at Annexure-I**. The bid bond which shall be in the form of an irrevocable Bank Guarantee for the said amount shall specifically bind the bidder to keep their offer valid for acceptance up to **12 months** and **to abide by all the conditions of GOVERNMENT OF BIHAR** bid package in the event of GOVT. OF BIHAR desiring to award the work to the said bidder. The bid bond shall also specifically include an undertaking by the issuing banker that the validity of the bid bond will be extended suitably at the option of Performance Guarantee.

ii) GOVERNMENT OF BIHAR shall have an unqualified option to forfeit the bid bond amount in the event of following :-

- a) If the tender is withdrawn during the bid validity period or any extension thereof agreed by the bidder.
- b) If the tender is varied or modified in a manner not acceptable to GOVERNMENT OF BIHAR during the validity or agreed extension of the validity or after issue of Letter of Intent(LoI) by GOVERNMENT OF BIHAR and prior to signing of contract.

- c) If the successful bidder seeks modifications to the agreed terms and conditions.
  - d) If the successful bidder refuses to satisfactorily carry out /undertake operations at any time of operations for whatsoever reasons till a valid Performance Bank Guarantee is given to GOVERNMENT OF BIHAR.
- iii) GOVERNMENT OF BIHAR shall, however, arrange to release the bid bond in respect of unsuccessful bidders as soon as possible after a decision is taken on the successful bidder.
14. **Bids received without bid bonds (in Technical Bid) will be rejected outright.** The original bid bond must be enclosed with the “**Technical Bid**”, **Photocopy/Fax copy of bid bond will not be acceptable.**
15. **PERFORMANCE GUARANTEE AND PENALTY**
- i) The Selected Bidder shall furnish the following as the Performance Security for the contract period.
    - a) Performance guaranty will be taken in the form of bank guaranty, 5% of the total contract value computed for 01 year and there after same will be extended every year to be furnished by the successful bidder from any Nationalized or Scheduled Bank of India.
    - b) Performance guarantee shall be released after successful completion of the contract.
  - ii) Civil Aviation Directorate, Govt. of Bihar shall not be liable to pay any interest on the Performance Guarantee deposit so made and the same shall be interest free. Performance Guarantee shall be forfeited and appropriated by the Civil Aviation Department, Govt. of Bihar. hereunder or otherwise, under the following conditions:
    - a) If the Selected Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
    - b) If the Selected Bidder refuses to provide services towards successful completion of its duties and responsibilities as per the expectations, mentioned in the Bid Document/Agreement.
  - iii) The Selected Bidder would be subjected to penalty deduction from the Performance Security or from subsequent bills raised by the bidder in case of unsatisfactory output mentioned in the bid document.
16. Late bids will not be accepted or considered.

17. **RATES**

The rates quoted by the bidder should separately indicate the taxes and Statutory levies such as VAT, Service Tax, mobilization charges etc. applicable to the contract.

The Service tax at the prevailing rate shall be paid to the operator (s) by the State Government on their bills. The bidder shall, therefore, confirm the aspect in their bid categorically.

## 18. SIGNING OF THE CONTRACT

The successful bidder, after receipt of Letter of Intent (LoI) shall have to sign a **Deed of Wet Lease Agreement** with the State Government. A Specimen Deed of Wet Lease Agreement is placed in **Chapter-IV** of the Tender Documents **which shall have to be submitted along with the Technical Bid duly accepted and signed by the bidder with seal in each page.** The Government of Bihar shall be at liberty to add any more clause/conditions in the Specimen Deed of Wet Lease Agreement at Chapter-IV as per requirement according to the terms and conditions of the tender and the bidder shall accept the same.

19. Only those bidders who own/possess the title to the Aircraft offered (including the back-up Aircraft) or having lease agreement with the owner of the Aircraft, on the date of their offer are eligible to quote. Proof of ownership or possession of the title Aircraft such as Copy of bidder's NSOP with the offered Aircraft duly endorsed on its NSOP revalidated up to date and / or lease agreement of not less than 05 (Five) years period from the date of issue of tender along with copies of updated airworthiness certificate of competent authority for such lease Aircraft shall be invariably enclosed with Technical Bid. For such lease Aircraft, successful bidder(s) shall have to obtain C of A & C of R from DGCA India, well in time before positioning of the aircraft (s) for State Govt. service by delivery time.
20. While quoting the fixed and firm rates, the bidder must quote the following:-
- a) Fixed Monthly Charges for the aircraft.
  - b) Hourly Flying Charges
  - c) Mobilization/Demobilization charges (lump-sum amount) for mobilizing the Aircraft at Patna Airport, Bihar at the commencement of the contractual service and at the end of the contractual service.
21. The bidder must ensure that the offered **Aircraft** should have adequate maintenance support with necessary ground support equipment and spares to sustain the required flying commitments per month as mentioned hereinbefore during the period of contract. Bidder shall also confirm that the Aircraft will not require to be exported out of India for maintenance during the contract period.

Under this tender for wet lease, the successful bidder shall be responsible for supply of aircraft at Patna base, Bihar and for arrangement of infrastructural facilities for inspection & maintenance of their Aircraft with spare parts, full strength of Pilots & crew along with their accommodation and transportation, fuel, insurance, etc. with regard to operation of the Aircraft. Limited rooms for office/store and a big hangar that can accommodate one Aircraft shall be made available by the Government of Bihar for the tendered Aircraft. Cost of furnishings, payment of electricity, water charges and telephone bills including installation of telephones, air conditioner etc. shall be the responsibility of the successful bidder. If any successful bidder requires additional rooms, same shall be arranged by them outside the State Hangar at their own cost and arrangements. Arrangement of accommodation, transport etc. of bidder's personnel shall be made by the bidder at their own cost and arrangements.

22. Bidder must furnish the present location of the offered **New Aircraft (2014/2015/2016 make/ TSN. Mx. 100 Hrs)** in India and time required for mobilization at Patna Airport, Bihar if already acquired. If it has to be acquired subsequent to the finalisation of the bid, then time required for positioning of the same at Patna.
23. Current /Revalidated copy of Airworthiness Certificate of the Aircraft (main and back-up Aircraft) offered must accompany the Technical bid.

24. GOVT. OF BIHAR shall have the right to accept/reject or prefer any bid without assigning any reason whatsoever including rejection of the lowest quoted bid.
25. GOVT. OF BIHAR 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.
26. The offered aircraft must also meet following requirements laid down by Civil Aviation Regulatory Authority in India i.e. DGCA.
  - a) Requirement of operations of Leased aircraft in India as per CAR Section 3. Series C Part-I.
  - b) Requirement for installation of Aircraft equipments and Instructions as per CAR Section-II, series I, Part II.
  - c) Requirement for installation of flight Data Recorders as per CAR Section II Series I Part-V
  - d) Requirement for installation of Cockpit voice Recorders as per CAR Section-II, series I, Part VI and other relevant rules & regulations.
27. The offered **Aircraft** must comply with mandatory modifications issued by manufactures. Mandatory modifications prescribed by DGCA, India and miscellaneous modifications which are applicable, must be complied with.
28. The CARs referred above and other relevant details required may be down loaded from DGCA, India web site: [WWW.dgca.nic.in](http://WWW.dgca.nic.in) or collected from DGCA office.
29. The bidder shall provide all documents like Non Scheduled Operator's Permit, C of A, and certificate of Registration etc. issued by DGCA, India, Weight schedule etc. or any other documents required by Govt. of Bihar or Regulatory Authority in India.
30. The selected bidder(s), at the time of delivery of **Aircraft** shall provide all aircraft documents like aircraft log books, engine log books, component history cards/log cards, flight manual and maintenance manuals for inspections/examination, if so desired by the Government of Bihar
31. The Aircraft will operate under Bidders valid Non-Scheduled Operators Permit issued by DGCA India and copy of valid NSOP shall be enclosed in the Technical Bid invariably.

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**STANDARD TERMS & CONDITIONS FOR WET LEASE CONTRACT AGREEMENT  
OF AIRCRAFT WITH SUCCESSFUL BIDDER**

- 1.1 The Agreement shall be deemed to have come into effect from the effective date after mobilization of the Aircraft by the successful bidder as per LOI issued to him for a period of 05 (five) years (after signing of contract agreement and positioning of Aircraft) from the date it is ready to fly after fulfilling all legal and DGCA requirements.
- 1.2 Bidder shall provide the **Aircraft** instrumented for flights as required with **currently valid Certificate of Airworthiness form DGCA**, India with necessary spare parts, equipments, crew and personnel **for exclusive use by the Govt. of Bihar in its operations in India as may be agreed once between the parties**. The bidder agrees that the **Aircraft** would be utilized (i) @ 240 hrs per year (i.e. 20 hrs per month) which may increase or decrease depending upon actual requirement/availability of VVIP/VIP/weather condition etc. to which the bidder(s) shall agree at same terms & conditions.

**2. DEFINITION**

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

- a. **“Base station”** means **Patna Airport, Bihar** from where the **Aircraft** shall normally be operated, managed, maintained, parked and stationed.
- b. **“Bidder’s Representative”** means person or persons as the Bidder designates having authority to act on behalf of the Bidder.
- c. **“Effective date”** means the date from which this contract comes into effect, i.e. after positioning of the aircraft at Patna Airport and is ready in all respects to fly after fulfilling all legal and DGCA requirements.
- d. **“Initial Period of Contract”** means the period beginning from the Effective Date and ending within up to **5(five) years** from the effective date counted from Gregorian calendar basis.
- e. **“Emergency”** means any situation which in the opinion of Bidders authorized representative of Govt. of Bihar is a matter of life and death of any person and/or a matter of serious threat of injury/damage to any person or property of Govt. of Bihar.
- 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 **Aircraft** as per DGCA’s regulations and as prescribed by manufacturer and defect rectification etc.
- j. **“Areas of Operation”** means State of Bihar and related areas across 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 of India from time to time for normal operation of different airports.
- m. **“Programme”** means a written requisition of the **Aircraft** for a day indicating time of departure, destination, and approximate flight time.



- n. **“Force Majeure”** would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, epidemic, any Governmental restraint and any such other cause which is not reasonably within the control of either party claiming, force majeure. Financial distress would, however, not constitute Force Majeure.
- o. **“Total contract Value”** means the total charges for 5 (five) years initial contract period against the fixed monthly charges and average hourly flying charges (@ **20 hrs** per month plus Mobilization Charges & Demobilization Charges.
- p. **“Delivery Date”** means the date by which the Bidder is to mobilize the **Aircraft** at the designated base for operation in ready to fly condition.
- q. **“Services”** mean **Aircraft** services carried out by the Bidder and its personnel under this agreement.
- r. **“Operational Day”** for a **Aircraft** would mean time commencing from first sorties as per daily flight schedule to the estimated time of landing of last sorties of the day.
- s. **“Flying Time”** with respect to a **Aircraft** would mean the time from “Choke out to Choke in” of Aircraft.

### 3. **DELIVERY OF AIRCRAFT**

The Bidder undertakes to deliver the Aircraft at **Patna Airport, Bihar, India** on or before the Delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The successful Bidder shall ensure that their **Aircraft** shall be ready for operations at **Patna Airport** within **180 days** from the date of Letter of Intent (LOI)/signing of contract whichever is earlier. Should the **Aircraft** not inducted at the designated base by the Delivery Date, the Govt. of Bihar shall have the right to act as under:-

“Accept the aircraft on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of one year’s total contract value for each day of delay or part thereof up to 15 days, after which the Government of Bihar shall have the right to terminate the contract without being liable to pay any charges whatsoever to the Bidder and forfeit the Bid Bond and the Performance Guarantee”

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

The Contract shall be deemed to have come into effect from the effective date after mobilization of the Aircraft by the successful bidder at Patna Airport, Bihar as per LOI issued to him for a period of 05 (five) years after signing of contract agreement, positioning of Aircraft and from the date it is ready to fly after fulfilling all legal and DGCA requirements.

### 5. **INDEMNITY**

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

### 6. **INSURANCE**

- 6.1 The Bidder(s) shall maintain throughout the period of lease Agreement at its own expense, full liability insurance/self-insurance of the aircraft. The Bidder shall also maintain throughout the period of Lease **at its own expenses, insurance/self-insurance against war risk and hijacking.**

- 6.2 The Bidder(s) shall comply with all laws in respect of:-
- a) Workman's compensation and all other laws in effect with reference to employing, safe guarding insurance and protecting all labour employed or used by the Bidder and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.
  - b) Third party legal liability insurance is to indemnify the Govt. of Bihar of all sums which the Bidder shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of aircraft.

## 7 INSPECTION OF AIRCRAFT

The **Aircraft** should be available for inspection at sight by the representatives of the State Govt. **before the Agreement is executed if so desired**. The **Aircraft** shall be taken on lease only after it is inspected and accepted by the State Govt.

## 8 DOWN TIME

The Bidder shall be allowed to ground the **Aircraft** for maintenance if required @ **3 days** per month during the term of this agreement. **Grounding of aircraft will be planned in such a way that VIP/VVIP commitment should not be hampered.**

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

## 9 PAYMENT, BACK-UP AIRCRAFT & PENALTY: -

- 9.1 In consideration of the services provided by the successful bidder herein, the following fixed and firm charges for lease of **Aircraft** shall be payable:-
- a. Fixed Monthly Charges.
  - b. Hourly Flying Charges for hours actually flown to nearest 5 minutes.
  - c. Mobilization/Demobilization charges (lump-sum) for positioning /first induction of the **Aircraft** at **Patna Airport** and withdrawal from **Patna Airport** after expiry of the contract.

## 9.2 SCHEDULED INSPECTION/TECHNICAL SNAGS-REPLACEMENT BY BACK-UP AIRCRAFT: -

- a) The Bidder shall keep one backup Aircraft of similar type and capacity/standard ready at their base or Patna base for immediate replacement of the Aircraft under contract service as may be grounded for major (Scheduled) inspections which by DGCA/manufacturer's regulation is required or during technical snag of the operating Aircraft. The back up (Replacement) Aircraft shall be positioned at Patna base before such scheduled inspection is due so that normal flying services is not disturbed.
- b) The back up (replacement) **Aircraft** shall be positioned at Patna within 48 hours if the **Aircraft** under service is grounded for technical snag.
- c) No ferry charges shall be paid by the State Govt. for the ferry of the back up Aircraft.

### 9.3 **PENALTY:-**

In the event of grounding of operating Aircraft for scheduled/routine inspection/maintenance or technical snag or whatsoever, for excess days of grounding beyond permissible down time of 3 days in a month, if the Bidder fails to provide back-up Aircraft of same type, a penalty of one fifteenth (1/15<sup>th</sup>) of the fixed monthly charge per day shall be imposed and the amount so calculated shall be deducted from the Fixed Monthly Charges bill or Hourly Flying Charges bill of that month or any other month.

In the case if replacement of aircraft is not of similar type and standard only 75% of original charge will be paid for 10 days, thereafter 60% till 30 days and 50% charge will be paid after 30 days. Replaced aircraft should be acceptable to the Government of Bihar.

### **PRODUCTION OF INVOICE AND PAYMENT**

1. The successful bidder(s) shall submit an invoice for Fixed Monthly Charges for the **Aircraft** as mentioned in Clause 9.1(a).
2. The successful bidder will submit an invoice for Hourly Flying Charges for the hours flown at the end of each of month, supported by relevant Daily Flight Manifests etc. as mentioned in clause 9.1(b).
3. The successful bidder will submit an invoice for the mobilization/demobilization charges specified in Clause 9.1(c), if applicable, up to completion of mobilization/demobilization as the case may be.
4. The Invoices(i.e. bills), on receipt from the successful bidder(s), shall be verified and after satisfaction duly verified/certified invoices along with relevant documents shall be paid within 30 working days.

### **DUTIES & TAXES**

All taxes including VAT, withholding taxes, levies, duties, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, except service tax as applicable (payable to the Government of India) shall be borne by the bidder. The Service Tax at prevailing rate shall be paid to the successful bidder on their monthly bills by State Government.

### ➤ **RESPONSIBILITIES OF THE BIDDER(s)**

- a) To provide the **Aircraft** for flights as scheduled on a daily basis for carrying VVIP/VIP Passengers. The programme for such flights would be intimated by the evening of the preceding day; any unscheduled flights not later than two hours after receipt of information thereof, unless there are any operational or regulatory limitations prohibiting or preventing such a flight or flights, shall be carried out.
- b) The Bidder shall be required to keep daily records of flights for the **Aircraft** for each day of operation, which record shall include the number of hours flown to be recorded from--- to ---, sectors/areas visited. At the conclusion of each day of operations, the Bidder shall have a copy of record duly certified under the signature of Director of Civil Aviation (Operations), Government of Bihar, and each shall retain a copy of such records for billing. The flying time shall mean the time from “Choke out to Choke in” the **Aircraft** till at State Govt.’s dispersal points.
- c) The Bidder shall comply with all Indian Aviation Regulatory and all other applicable laws, rules regulations of India. The Bidder shall indemnify State Govt. against the Bidder’s ignorance and/or failing to comply with said laws, rules & regulations. The bidder must agree to abide by Civil Airworthiness Requirements Series C Part-I Sec 3 dt. 17/5/93 and as amended from time to time and provide all assistance/information to the State Govt. and

Director General of Civil Aviation (DGCA) to ensure compliance. The Bidder must agree to abide by any other new requirements introduced by DGCA/BCAS India from time to time.

- d) The Pilots and air-crews should be Indian national/or as per guidelines of Ministry of Defence Ministry of Home Affairs especially while conducting flight programme in international border areas and the bidder shall comply with all required formalities of obtaining permission etc. in this regard. **It shall be the bidder's responsibility to obtain necessary permits, clearance etc. from statutory authorities in respect of their foreign Pilots, crews etc. if any.**
- e) All field replacement flying and test flying would be considered non-revenue and would be at the cost of Bidder and be excluded for the purpose of billing to the State Govt.
- f) Provide insurance, medical accommodation, meals and transport for their pilots & crew.
- g) **Aircraft** to be kept in tidy, clean and presentable condition.
- h) In the event of the Bidder not being able to render satisfactory services, the State Govt. may make alternative arrangements at Bidder's cost.
- i) Bidder shall arrange required infrastructures, spares etc. for inspection / maintenance of the Aircraft at Patna Airport, Bihar including accommodation and transport for their personnel at their own cost and arrangements. Limited rooms for office/stores and a big hangar that can accommodate one Aircraft shall be made available by the State Government. Furnishings of rooms including air conditioners, telephone connections etc. and payment of electricity, water charge and telephone bills shall be arranged /borne by the successful bidder. If successful bidder requires additional rooms, same shall be arranged by them outside the Patna Airport at their own cost and arrangements.
- j) The pilots/flight crew shall be subjected to medical check-ups as per Civil Aviation requirements.
- k) Safety briefing to the passengers prior to flight shall be carried out by trained and authorized crew/personnel of the successful bidder. Embarkation/Disembarkation of the passengers shall be done under strict supervision of the trained and authorized crew/personnel of successful bidder.
- l) The successful bidder shall prepare a Standard Operating Procedure (SOP) covering all required points as per Civil Aviation Requirement and get it approved by DGCA India and endorse a copy to the State Government. The SOP shall be strictly adhered to in letter and spirit and any deviation shall be only with prior approval of DGCA.
- m) For each and every flight commitment, the successful bidder shall obtain necessary clearances from all concerned authorities including weather briefings.
- n) There should be sufficient copies of Safety Manuals in flight for passengers.
- o) Spare forms for reporting incidents/occurrences should be available with the operating pilots.

#### ➤ **CHARTERER'S RESPONSIBILITIES**

1. The State Govt. will furnish to the successful Bidder on daily basis the programme of the work to be carried out by the **Aircraft** and will designate to the Bidder or his authorized person/pilot the time, the destination/programme of the flight to be used and the extend thereof.

## ➤ **TERMINATION**

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

The agreement shall be deemed to have been automatically terminated on the expiry of the contract period of 5 (five) years and extension thereof, if any.

The successful Bidder shall remove the **Aircraft** from the Patna base within 7 days from the date of expiry of the agreement. The State Govt. shall not be liable to pay any charges (other than demobilization charges) after the date of termination of agreement.

### **(b) TERMINATION OF CONTRACT BEFORE EXPIRY OF TERM.:-**

**Notwithstanding anything contained herein, either party, may, after giving valid grounds, terminate the Agreement by giving thirty (30) days written notice.**

### **(c) CONSEQUENCES OF TERMINATION**

In the case the Termination is requested by Govt. of Bihar, 03 (Three) months payment will be paid to Bidder by the Government.

In case the termination is requested by the bidder, 06 (Six) month payment will be paid back to Govt. of Bihar by the bidder.

## **REPLACEMENT OF AIRCRAFT**

IN THE EVENT OF THE **AIRCRAFT** INITIALLY PROVIDED BY THE BIDDER not being satisfactory for operation or not available for a period of more than 48 hours, the Bidder shall provide replacement of the back up aircraft within 48 hours at the total risk and cost of Bidder including ferrying charges which may arise on this account.

## **JURISDICTION AND APPLICABLE LAWS**

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

## **FORCE MAJEURE**

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

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

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

## **ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the contract to be signed or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the parties. If the disputes can not be settled by parties within 30 days from the date of consultation, such dispute shall be submitted to arbitration in India. Appointment of Arbitrators shall be in accordance with the Indian Arbitration and Conciliation Act'1996. The decision of the Arbitrator shall be a speaking one and made in writing in English language and it shall be final and binding upon both the parties. Each party shall bear the expenses of its own Arbitrator.

Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and conciliation Act'1996, in the English language in **Patna, Bihar**, India. The Laws of India shall be applicable.

## **PERFORMANCE**

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

## **PERFORMANCE GUARANTEE**

The Successful Bidder shall furnish to State Govt. within 270 days of issue of the LOI for chartering the **Aircraft** (i.e. Letter of Intent), in the form of Bank Guarantee from a Nationalized Bank or Scheduled Bank in India for a sum equivalent to 05 % of the total contract value computed for one year as given in the bid document. For calculation of total contract value for one year fixed monthly charges and mobilisation & demobilisation charges shall be added for one year period. As far as hourly flying charges are concerned average of 20 hrs flying charges shall be taken into account for calculation purpose. This Bank guarantee shall be valid up to a date sixty (60) days beyond the date of the contract. The performance guarantee validity/value shall be renewed by the Bank in case the contract is extended/ renewed under written instructions from State Govt. In the event of the Bidder failing to honour any of the commitments entered into under the Agreement and/or in respect of any amount due from Bidder to State Govt., the State Govt. shall have absolute discretion to deduct the same from the performance guarantee.

## **CONSEQUENTIAL DAMAGE**

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

## **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.

The above clauses are the standard terms and conditions not all inclusive and cover broad terms only. The contract shall be executed based on the standard terms and conditions and other terms and conditions. A Specimen Copy of Deed of Wet Lease agreement enclosed at Chapter-IV which is subject to addition of any more clauses/conditions as per conditions of the tender.

\*\*\*\*\*

**TENDER DOCUMENT FOR WET LEASE OF ONE TWIN ENGINE 8+2 SEATER JET AIRCRAFT HAVING VIP/VVIP CONFIGURATION.**

**Tender No.....**

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

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

Company Name \_\_\_\_\_

Type of Aircraft \_\_\_\_\_

**Rates quoted for (8+2) JET AIRCRAFT**

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

- 2 **Fixed Monthly Charges** for the **Aircraft** :  
(or prorata thereof for part of the month)
- Hourly Flying Charge Rate** :
- 3. **Mobilization Charges if any** :  
(**to be quoted in lump-sum**)for first induction of the **Aircraft** at Patna Base (at the commencement of contract)
- 4. **Demobilization charges, if any** :  
(**to be quoted in lump-sum**)for removal of the **Aircraft** from Patna Base after expiry of the contract
- 5 VAT payable :
- 6 The service tax payable :
- 7 Any other statutory levy applicable to the contract. :

**Note:-**

**Financial Bid would be evaluated based on total contract value for 5 years. All above rates to be quoted exclusive of Service Tax.**

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

\*\*\*\*\*

**GOVERNMENT OF BIHAR**

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

(May be given in separate Sheets as per space requirements)

Tender No. ....

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

**(A)**

1.	Name of the Owner of the <b>Aircraft</b> : 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 .....	:	
2.	Are you holding Operators approval from the regulatory authority (please attach copy)	:	
3.	Duration of validity of bid	:	
4.	Duration of validity of Bid Bond (In standard format)	:	
5.	Amount of Bid Bond	:	
6.	Type of <b>Aircraft</b> to be offered	:	
	a) Call Sign/Regn No. of the <b>Aircraft</b>	:	
	b) Year of Manufacture(Brand New)	:	
	c) Manufacturer’s Name and certification	:	
	d) DGCA acceptance details	:	
7.	i) Passenger seats available (excluding Pilots, Crew and attendant)	:	
	ii) No. of seats offered (excluding Pilots, Crew and attendant)	:	
8.	Whether back-up <b>Aircraft</b> is registered in bidder’s name /under Lease Agreement (Proof of possession i.e. registration Certificate/Lease Agreement to be provided)	:	
9.	Number of flying hours : already done on the <b>Aircraft</b>	:	
10.	Number of flying hours available in next six months of the <b>Aircraft</b> .	:	
11.	Date of issue of Certificate of Airworthiness (attach copy)	:	
12.	Date of expiry of Certificate of Airworthiness	:	
13.	Down time per month (permitted Down time 3 days per month.	:	
14.	Copy of hull & crew insurance Indicating insurance certificate Number and its validity.	:	
15.	Last major inspection time	:	
16.	Engine Hours/start cycles	:	
17.	Location of the <b>Aircraft</b>	:	
18.	Mob. Time required from the present location to Patna.	:	



19.	Bidders total fleet of <b>Aircraft</b> (Type with call sign)	:	
20.	Total Company staff strength i) Pilots:- a) Indian b) Foreign nationals ii) Licensed Engineers:- a) Indian b) Foreign nationals	: : : :	
21.	Licensing details of the pilots, Engineers in support of their rating, Category & experience on type of the <b>Aircraft</b> at their credit. (details to be furnished)	:	
22.	List of safety, nav/com. Equipments etc. available on board of the <b>Aircraft</b> offered.	:	
23.	Fuel Details	:	
	- Type of fuel in use	:	
	- Std fuel cap on board (Kgs)	:	
	- Fuel consumption per hour (Kg/ltrs both)	:	
24.	Range without reserve (in Nautical Miles):		
25.	Speed of the <b>Aircraft</b> in Knots with i) VNE ii) Max cruising speed	: :	
26.	Have company's <b>Aircraft</b> been involved in any fatal accident in past 5 years. If yes, please give brief details of cause of accident. Details of other significant accident/incident may also be provided.	:	
27.	List of existing clients	:	
28.	Whether General terms & condition - Chapter II and Standard Terms & Conditions- Chapter III are fully acceptable.	:	
29.	Confirmation regarding provision of : the insurance cover for Aircraft passengers and third party ( <b>attach copy of policy/certificate</b> ) as per tender requirement	:	
30.	Will total work be handled by bidder?	:	
31.	Confirmation that Bidder is willing to: abide by the requirements laid down by Civil Aviation Regulatory Authority in India i.e DGCA as specified under para 25,26,27,28,29, and 30 of Chapter II of this tender document.	:	
<b>DESIRED SPECIFICATION DETAILS</b>			
32.	The aircraft should be certified vide FAR 25 or CS 25 certification standards	:	
33.	Twin engine	:	
34.	Minimum Range 2000 NM with AUW at 35 degree centigrade OAT as sea level.	:	
35.	Minimum cruising speed 450 knots.	:	
36.	Preferably glass cockpit with dual FMS.	:	
37.	Dual flight control with six axis Auto Pilot.	:	
38.	IFR capability.	:	
39.	Pressurized cabin.	:	
40.	RVSM compliant	:	
41.	CVR/FDR, EGPWS and other essential equipment installed as per applicable DGCA Civil Aviation Requirements (CARs)	:	

42.	Seating capacity as per Type certificate data sheet.	:	
43.	Minimum endurance of 4 hours 30 mins.	:	
44.	Service Ceiling to be more than 30,000 ft.	:	
45.	The aircraft and its engine to be type accepted by DGCA	:	
46.	Aircraft should be in VVIP/VIP configuration.	:	
47.	8+2 (Passengers + Pilot) seating capacity.	:	
48.	Capable of night flying in all weather.	:	
49.	Capable to land on runway having minimum length of 5500 ft.	:	

**(B) Give details for the following-**

1.	Registration of company under Indian Company Act 2013 or 1956 or a Limited Liability Partnership registered under L.L.P. Act 2008.	:	
2.	Experience of Aviation business of the Company/Firm	:	
3.	Non-schedule operator's permit (NSOP) of DGCA	:	
4.	Make of Aircraft- not before (2014/2015/2016)	:	
5.	Details of pilots and employment condition (Please give details of the pilots if already on the roll of the Company)	:	
6.	Company ISO certification if any	:	
7.	Valid C of A, C of R, weight schedule etc.	:	
8.	PAN/TAN no. of company.	:	
9.	Company's service tax registration no.	:	
10.	Experience of operating VVIP/VIP flight of Central Govt./State Govt./Govt. PSU.	:	
11.	Certificate of not black listed by any Central Govt./State Govt./Govt. PSU.	:	
12.	Annual safety report for the last three years conducted by BCAS/DGCA/Authorised auditor.	:	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

## **INSTRUCTION FOR FILLING UP BANK GURANTEE FOR BID BOND**

1. The Bank Guarantee should be stamped in accordance with the stamp Act in case the same is issued by a Nationalized Bank or a Scheduled Bank in India.
2. The non –judicial stamp paper should be in the name of the issuing Bank.
3. The period of 2 (Two) months or 60 (Sixty) days mentioned in Clause 6 should be available after expiry of the validity period of the tender or any extension thereof.

**TO BE PROVIDED WITH TECHNICAL BID**

**ANNEXURE-I**

**PROFORMA OF BANK GURANTEE FOR BID BOND**

Ref : Bank Guarantee No. \_\_\_\_\_  
Date \_\_\_\_\_

GOVERNMENT OF BIHAR  
Civil Aviation Directorate  
Patna.

Dear Sir/(s),

1. Whereas Government of Bihar, having its Civil Aviation Directorate at Patna Airport, Patna (hereinafter "GOVERNMENT OF BIHAR") has floated Tender No. \_\_\_\_\_ and M/S \_\_\_\_\_ having registered/head office at \_\_\_\_\_ (herein after called the "Bidder" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assigns) have submitted a quotation reference No. \_\_\_\_\_ Dated \_\_\_\_\_ and Bidder having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee(s) of **Rs.20.00 lakhs (Rupees Twenty lakhs only)** for the due performance of Bidders obligations as contained in the terms of Invitation of Bid(IOB) and others terms and conditions contained in the Tender Documents supplied by GOVERNMENT OF BIHAR, especially the conditions that (a) Bidder shall keep his tender open up to \_\_\_\_\_, 20\_\_ as or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to GOVERNMENT OF BIHAR, (b) The Bidder will execute the contract, if awarded, and shall furnish Performance Guarantee in the format prescribed by GOVT OF BIHAR within the required time. The Bidder has absolutely and unconditionally accepted these conditions. Govt of BIHAR and the Bidder have agreed that the tender documents are an offer made on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to GOVT OF BIHAR for the period from \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the condition contained in the Invitation Of Bid (IOB) and Tender Documents. They have further agreed that the contract consisting of the IOB/Documents as the offer and the submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by GOVERNMENT OF BIHAR. The consideration for this separate initial contract preceding the main contract is that GOVERNMENT OF BIHAR is not agreeable to give the IOB/Tender Documents to the Bidder and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition and after entering into this separate initial contract with GOVERNMENT OF BIHAR promises to consider the tender on this condition and the Bidder agrees to keep the tender open for the required period. The reciprocal promises form the consideration for this separate initial contract between the parties.

2. Therefore, we \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrator and executors hereby issue this irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of Rs.20.00 lakh (Rupees Twenty lakhs only) per aircraft at any time immediately on such demand without any demur, reservation, recourse, context or protest and/or without any reference to the Bidder and any such demand made by GOVERNMENT OF BIHAR on the Bank shall be conclusive and binding notwithstanding any difference between GOVERNMENT OF BIHAR and the Bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever, we also agree that the guarantee herein contained shall be irrevocable unless it is discharged earlier by GOVERNMENT OF BIHAR 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 undertake that GOVERNMENT OF BIHAR at its option shall be entitled to enforce this Guarantee against the Bank a principal debtor, in the first instance, without proceeding against the Bidder.
4. The Bank further agree that as between the Bank and GOVERNMENT OF BIHAR for the purpose of this guarantee any notice for the breach of the condition contained in IOB and other terms and conditions contained in the Tender documents as referred above, given to the Bank by GOVERNMENT OF BIHAR SHALL BE CONCLUSIVE AND BINDING ON Bank without any proof notwithstanding any other matter of difference or dispute whatsoever .We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of GOVERNMENT OF BIHAR or that of the Bidder. We also undertake not to revoke in any case this guarantee during its currency.
5. The Bank agrees with the GOVERNMENT OF BIHAR that GOVERNMENT OF BIHAR shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability for any forbearance, act of omission and commission on the part of GOVERNMENT OF BIHAR or by reason of any such variation or extension for the validity period or indulgence shown by GOVERNMENT OF BIHAR 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.20.00 lakhs (Rupees twenty lakhs only)** in aggregate **and it shall remain in full force up to and including two months** after \_\_\_\_\_ 20\_\_ unless extended further from time to time for the period as may be instructed in writing by M/S \_\_\_\_\_ on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including two months after the expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be received by us before the expiry of two months from \_\_\_\_\_ 20\_\_ or before the expiry of two months after the expiry of extended period, if any. If no such claim has been received by us within two months after the said date/extended date, the rights of GOVERNMENT OF BIHAR under this Guarantee will cease subject to Para 7. However, if such a claim has been received by us within and up to two months after the said date. /extended date, all rights of GOVERNMENT OF BIHAR under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case, contract is awarded to the Bidder (hereinafter referred to as Bidder) the validity of this Bank Guarantee will stand automatically extended until the Bidder furnishes to GOVERNMENT OF BIHAR a Bank Draft for 5% of the total contract value calculated for one year towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance guarantee by required date, the claim must be submitted to us within 60 days after the last date of validity period or extended period, if no such claim has been received by us within 60 days as after the said date/extended date, all the rights of GOVERNMENT OF BIHAR under the Guarantee will cease. However, if such a claim has been received by us within and up to 60 days after the said date /extended date, all the rights of GOVERNMENT OF BIHAR under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
8. The Bank confirms that this has been issued with the approval of appropriate Exchange Control Authority in \_\_\_\_\_ and any other (indicate the name of the country of issue of Guarantee) authority if required as per the laws of the country of issue of Guarantee.

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

The Bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction. In witness where of the Bank, through its authorized officers has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

Signature  
(FULL NAME IN CAPITAL LETTERS)

WITNESS NO. 1

Signature

(Full name 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 \_\_\_\_\_

**PROFORMA TENDER LETTER**  
(To be submitted with **Technical Bid**)

To,

**Director cum Spl. Secretary,  
Civil Aviation Directorate  
Cabinet Secretariat Department,  
Govt. of Bihar, Patna**

Sub: \_\_\_\_\_

Dear Sir,

I/We, the undersigned, have considered and complied with the **INSTRUCTION TO BIDDER** and have accepted the General Terms & Conditions (**Chapter II**) and Standard Terms & Conditions (Not all inclusive)-**Chapter III** and **Specimen Deed of Wet Lease Agreement** stipulated in the Tender Document at **Chapter-IV** for wet lease of **one** twin engine 8+2 (Passenger + Pilot) seater Jet Aircraft, in full cognizance and compliance with these aforesaid conditions and the regulations of local Government authorities. I/We the undersigned, hereby offer to provide 8+2 (Passenger + Pilot) seater Jet Aircraft for which we have tendered. Such work shall be completed in conformity and in accordance with the tender document to the entire satisfaction of you, by our representative or consultant at the prices and schedule of rates to be quoted in our Financial Bid.

I/We further confirm and stipulate as follows:-

- 1. Until the final CONTRACT DOCUMENTS are prepared and executed, this TENDER DOCUMENTS, together with modifications/additions/deletions agreed to with Government of Bihar 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. I/We shall be prepared for the services, to provide the service on the location to commence on receipt of **your letter of intent** and to complete in accordance with the time schedule which has been provided. This time schedule and its beginning and completion date are of the essence of our agreement. All prices in our proposals and schedules shall remain firm and capable of acceptance by you in accordance with the provision hereof for a period of **6 months** from the date of opening.

Date \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign TENDERS for and on behalf of \_\_\_\_\_

(Name and address)

WITNESS

\_\_\_\_\_.

**SPECIMEN  
of**

**DEED OF WET LEASE AGREEMENT  
8+2 (Passenger + Pilot) SEATER JET AIRCRAFT**

**NO. \_\_\_\_\_ Dated, Patna, the \_\_\_\_\_, 2016.**

**THIS DEED OF WET LEASE AGREEMENT** is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and in between Government of Bihar represented by the **Director cum Chief Pilot, Directorate of Civil Aviation, Govt. of Bihar** (hereinafter referred to as the “**LESSEE**” which expression shall include its successors and assigns ) of the **FIRST PART**

**AND**

M/S

.....  
.....  
represented by ....., (hereinafter referred to as the “**LESSOR**” which expression unless repugnant to the context shall include its successors and assigns) of the **SECOND PART**.

**WHEREAS** the Lessee is desirous of hiring 8+2 (Passenger + Pilot) seater Twin Engine Jet Aircraft for ferrying of VIP/VVIP Passenger

**AND WHEREAS** the Lessor owns a Fleet of the said Jet Aircraft and is willing to lease one **new jet Aircraft (2014/2015/2016 make/ TSN. Mx. 100 Hrs)** to Government of Bihar on the following mutually agreed terms and conditions herein contained.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

1.1 The Agreement shall come into effect from **the effective date i.e. from \_\_\_\_\_, 2016** for

**contractual service of Bihar Government.**

**Accepted**

**(Signature of Bidder with Seal)**



- 1.2 Lessor shall provide the Aircraft instrumented for flights as required with current valid Certificate of Airworthiness from DGCA, India with necessary spare parts, equipments, crew and personnel for exclusive use by the Govt. of Bihar in its operations in India as agreed between the parties.

2. **INTERPRETATION**

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

- a. **“Base station”** means state hangar, Patna Airport, Patna airport, Bihar- the place from where the aircraft shall normally be operated, managed, maintained, parked and stationed.
- b. **“Lessor’s Representative”** means person or persons duly authorized by the Lessor designates having authority to act on behalf of the Lessor.
- c. **“Area of Operation”** means entire territory of India.
- d. **“Initial Period of Contract”** means the period beginning from the Effective Date i.e. the date from which this contract comes into effect, after positioning of the aircraft at Patna Airport and is ready in all respect to fly after fulfilling all legal and DGCA requirements.
- e. **“Emergency”** means any situation which in the opinion of Lessee’s authorized representative of Government of Bihar in a matter of life and death of any person and/or a matter of serious threat of injury/ damage to any person or property of Government of Bihar.
- 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 Aircraft as per DGCA’s regulations and as prescribed by manufacturer and defect rectification etc.
- j. **“Regulatory Authority”** means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- k. **“Watch Hours”** means the time notified by the Airport Authority of India from time to time for normal operation of different airports.
- l. **“Programme”** means a written requisition of the aircraft for a day indicating time of departure, destination, approximate flight time etc.

**Accepted**

**(Signature of Bidder with Seal)**

- m. **“Force Majeure”** would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, epidemic, any Governmental restraint and any such other cause which is not reasonably within the control of either party claiming, force majeure. Financial distress would, however, not constitute Force Majeure.
- n. **“Total contract Value”** means the total charges for 5 (five) years initial contract period against the fixed monthly charges and average hourly flying charges (@ 20 hrs per month plus Mobilization Charges & Demobilization Charges.
- o. **“Delivery Date”** means the date by which the Lessor is to mobilize the Aircraft at the designated base for operation in ready to fly conditions.
- p. **“Services”** means Aircraft services carried out by the Lessor and its personnel under this agreement.
- q. **“Operational Day”** for an Aircraft would mean time commencing from first sortie as per daily flight schedule to the estimated time of landing of last sortie of the day.
- r. **“Flying Time”** with respect to an Aircraft would mean the time from “choke off” of the Aircraft till “choke in”.

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

### 3 **DELIVERY OF AIRCRAFT**

The Lessor undertakes to deliver the Aircraft at **State Hangar, Patna Airport, Patna, Bihar**, India on or before the Delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The successful Bidder shall ensure that their Aircraft shall be ready for operations at Patna Airport state Govt. apron within **270 days** from the date of Letter of Intent (LoI). Should the Aircraft not inducted at the designated base by the Delivery Date, the Govt. of Bihar may act as under: -

**“Accept the Aircraft on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of one year’s total contract value for each day of delay or part thereof up to 15 days, after which the Government of Bihar shall have 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 shall be deemed to have come into effect from the effective date after mobilization of the Aircraft by the successful bidder at Patna Airport, Bihar as per LOI issued to him for a period of 05 (five) years after signing of contract agreement, positioning of Aircraft and from the date it is ready to fly after fulfilling all legal and DGCA requirements.

**Accepted**

**(Signature of Bidder with Seal)**

**5. INDEMNITY**

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

**6.1 INSURANCE**

The **LESSOR** shall maintain throughout the period of lease Agreement at its own expense, full liability insurance/self-insurance of the Aircraft. The Lessor shall also maintain throughout the period of Lease at its own expenses, insurance/self-insurance against war risk and hijacking.

**6.2** The **LESSOR** shall comply with all laws in respect of:-

- a) Workman's compensation and all other laws in force with reference to employees, safe guarding insurance and protecting all labour employed or used by the Lessor and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.
- b) Third party legal liability insurance is to indemnify the Govt. of Bihar of all sums which the Lessor shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of aircraft.

**7. INSPECTION OF AIRCRAFT.**

The Aircraft should be available at State Hangar, Patna Airport, Patna for inspection by the representatives of the State Govt. before the Agreement is executed. The Aircraft shall be taken on lease only after it is inspected and accepted by the State Govt, if so desired

**Accepted**

**(Signature of Bidder with Seal)**

8. **DOWN TIME:-**

The Lessor shall be allowed to ground the **Aircraft** for maintenance if required @ **3 days** per month during the term of this agreement. **Grounding of aircraft will be planned in such a way that VIP/VVIP commitment should not be hampered.**

If the **Aircraft** 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.

09. **PAYMENT**

In consideration of the services provided by the Lessor herein, the following fixed and firm charges for lease of Aircraft will be payable to the Lessor as per Govt. approved tender rates:-

a) **Fixed Monthly Charges @ Rs. \_\_\_\_\_/-** (Rupees.....) only per month.

b) **Flying Hourly Charges** for hours actually flown @ Rs. \_\_\_\_\_ (Rupees ..... ) only per flying hour.

c) **Mobilization/Demobilization charges (lump-sum)** for first induction of the Aircraft at State Hangar, Patna Airport, Bihar at the beginning of the contract and withdrawal of the Aircraft after expiry of the contract @ Rs. \_\_\_\_\_ (Rupees ..... ) only.

10. **SCHEDULED INSPECTION /TECHNICAL SNAGS-REPLACEMENT OF AIRCRAFT.**

- a) The **LESSOR** shall keep one **backup Aircraft (of similar type, configuration and capacity/standard) ready at their main base.** For immediate replacement of the Aircraft under contract service prior to grounding of the Aircraft for major (Scheduled) inspections which by DGCA regulations is required or if it becomes total loss or constructive total loss. The back up (Replacement) Aircraft shall be positioned at **State Hangar, Patna Airport, Patna** base before such scheduled inspection is due so that normal flying services is not disturbed.
- b) The back up (replacement) Aircraft shall be positioned at **State Hangar, Patna Airport, Patna** within 48 hours if the Aircraft under service is grounded for technical snag.
- c) No ferry charges shall be paid by the State Govt. for the ferry of the back up Aircraft.
- d) The Lessor shall give notice to the Lessee of any scheduled inspection/maintenance to be carried out on the Aircraft at **least seven days in advance.**
- e) The Lessor shall keep complete and accurate records of all groundings of Aircraft due to routine maintenance or otherwise which the LESSEE at its discretion may inspect at any time.

10. **PENALTY: -**

In the event of grounding of operating Aircraft for scheduled/routine inspection/maintenance or technical snag or whatsoever, for excess days of grounding beyond permissible down time of 3 days in a month, if the Bidder fails to provide back-up Aircraft of same type, a penalty of one fifteenth (1/15<sup>th</sup>) of the fixed monthly charge per day shall be imposed and the amount so calculated shall be deducted from the Fixed Monthly Charges bill or Hourly Flying Charges bill of that month or any other month.

In the case if replacement of aircraft is not of similar type and standard only 75% of original charge will be paid for 10 days, thereafter 60% till 30 days and 50% charge will be paid after 30 days. Replacement of aircraft should be accepted by Government of Bihar.

**Accepted**

**(Signature of Bidder with Seal)**

11. **PRODUCTION OF INVOICE**

- a. The Lessor will submit an invoice (bill) for **Fixed Monthly Charges** for the contracted Aircraft as mentioned in **Clause 9(a)**.
- b. The Lessor will submit an invoice(bill) for **Hourly Flying Charges** for the hours flown at the end of each of month as mentioned in **clause 9(b)** supported by relevant manifests signed by Pilots and Lessee's representative.
- c. The Lessor will submit an invoice (bill) for the **mobilization/demobilization charges** specified in **Clause 9(c)**, supported by relevant documents, up to completion of mobilization/demobilization as the case may be.
- d. **The Invoices (i.e. bills), on receipt from the Lessor, shall be verified by the Lessee and after satisfaction, duly verified/certified invoices (bills) along with relevant documents. The invoices will be paid within 30 working days form the receipt of the invoice.**

12. **DUTIES & TAXES**

All taxes including VAT as applicable, withholding taxes, levies, duties, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, except service tax as applicable (payable to the Government of India) shall be borne by the bidder. **The Service tax at prevailing rate shall be paid to the lessor on their monthly bills by Govt of Bihar.**

13. **RESPONSIBILITIES OF THE LESSOR**

- a) To provide the aircraft for flights as scheduled on a daily basis for carrying VVIP/VIP Passengers. The programme for such flights would be intimated by the evening of the preceding day; any unscheduled/emergency flights shall be carried out not later than two hours after receipt of information thereof, unless there are any operational or regulatory limitations prohibiting or preventing such a flight or flights (Flights at night shall be scheduled in an emergency only. Night for this purpose would mean period from sunset to sunrise) shall be carried out by the Lessor.
- b) The Lessor shall keep daily records of flights for the Aircraft which include sectors/areas and flying hours. At the conclusion of each day of operations, the Lessor shall have a copy of record duly certified under the signature of Director cum Spl. Secretary of Civil Aviation Directorate and each shall retain a copy of such records for billing. The flying time shall mean the time from "choke off" of the Aircraft till "choke in" at State Govt.'s dispersal points.

**Accepted**

**(Signature of Bidder with Seal)**

- c) The Lessor shall comply with all Indian Aviation Regulatory and all other applicable laws, rules & regulations of India. The Lessor shall indemnify State Govt. against the Lessor's ignorance and/or failing to comply with said laws, rules & regulations. The Lessor must agree to abide by Civil Airworthiness Requirements Series C Part-I Sec 3 dtd 17/5/93 and as amended from time to time and provide all assistance/information to the State Govt. and Director General of Civil Aviation (DGCA) to ensure compliance. The Lessor must agree to abide by any other new requirements introduced by DGCA, India from time to time.
- d) All field replacement flying and test flying would be considered **non-revenue** and would be at the cost of Lessor and be **excluded for the purpose of billing to the State Govt.**
- e) Provide insurance, medical accommodation, meals and transport for crew.
- f) Aircraft to be kept in tidy, clean and presentable condition.
- g) In the event of the Lessor not being able to render satisfactory services, the State Govt. may make alternative arrangements at Lessor's cost.
- h) On behalf of the Lessee the Lessor shall pay passenger service tax if any to AAI/Other concerned agency on receipt of bills from them. Subsequently the same shall be reimbursed to the Lessor by the Lessee.
- i) Lessor shall arrange required infrastructures, spares etc. for inspection / maintenance of the aircraft at Patna Airport including accommodation and transport for their personnel at their own cost and arrangements. Limited rooms for office/stores and a big hangar that can accommodate one Aircraft shall be made available by the State Government to Lessor. Furnishings of rooms including air conditioners, telephone connections etc. and payment of electricity, water charge and telephone bills shall be arranged /borne by the Lessor. If any Lessor requires additional rooms, same shall be arranged by them outside the State hangar at their own cost and arrangements.
- j) The pilots/flight crew shall be subjected to medical check-ups as per Civil Aviation requirements.
- k) Safety briefing to the passengers prior to flight shall be carried out by trained and authorized crew/personnel of the Lessor. Embarkation/Disembarkation of the passengers shall be done under strict supervision of the trained and authorized crew/personnel of Lessor.
- l) The Lessor shall prepare a Standard Operating Procedure (SOP) covering all required points as per Civil Aviation Requirement and get it approved by DGCA India and endorse a copy to the State Government. The SOP shall be strictly adhered to in letter and spirit and any deviation shall be only with prior approval of DGCA.
- m) For each and every flight commitment, the Lessor shall obtain necessary clearances from all concerned authorities including weather briefings.
- o) There should be sufficient copies of Safety Manuals in flight for passengers.
- p) Spare forms for reporting incidents/occurrences should be available with the operating pilots.

**Accepted**

**(Signature of Bidder with Seal)**

## 15. CHARTERER'S (LESSEE'S) RESPONSIBILITIES

- a. The State Govt. will furnish to the Lessor on daily basis or by a weekly programme, the programme of the work to be carried out by the Aircraft and will designate to the Lessor or his authorized person/pilot the time, the destination/programme of the flight to be used and the extent thereof.
- b. The Lessee shall arrange **accommodation and transport** to the Lessor's Personnel (Pilots & Crew only) at its cost whenever they are **required to stay out of the Base Station overnight in any place inside or outside Bihar**, for performing operational task of the Lessee. **Cost of Meal will however be borne by the Lessor's personnel themselves. For overnight stay at places outside Bihar, accommodation, transport etc. shall be managed at the cost and arrangement of the Lessor.**
- c. The Lessee shall provide limited rooms for office/store at State Hangar Patna Airport, Patna. A big hangar which can accommodate Aircraft shall be made available for parking/housing of the contracted Aircraft. If any extra rooms required, the Lessor shall arrange same outside the State Hangar Patna Airport, Patna. Furnishings of office equipments, including telephones, air conditioners etc. and payment of electricity, water charges and telephone bills shall be arranged /borne by the Lessor. **On behalf of the Lessee the Lessor shall pay passenger service tax/fees if any to AAI/Other concerned agency on receipt of bills from them. Subsequently the same shall be reimbursed to the Lessor by the Lessee.**

## 16. TERMINATION

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

The agreement shall be deemed to have been automatically terminated on the expiry of the contract period of 5 (five) years and extension thereof, if any.

The successful Bidder shall remove the **Aircraft** from the Patna base within 7 days from the date of expiry of the agreement. The State Govt. shall not be liable to pay any charges (other than demobilization charges) after the date of termination of agreement.

### (b) **TERMINATION OF CONTRACT BEFORE EXPIRY OF TERM:-**

Notwithstanding anything contained herein, either party, may, after giving valid grounds, terminate the Agreement by giving thirty (30) days written notice.

### (c) **CONSEQUENCES OF TERMINATION**

In the case the Termination is requested by Govt. of Bihar, 3 months payment will be paid to Bidder by the Government.

In case the termination is requested by the bidder, 06 month payment will be paid back to Govt. of Bihar by the bidder.

**Accepted**

**(Signature of Bidder with Seal)**

17. **REPLACEMENT**

**IN THE EVENT OF THE AIRCRAFT INITIALLY PROVIDED BY THE** Lessor not being satisfactory in operation or not being available due to technical snag, the Lessor shall provide replacement (back up aircraft) within 48 hours at the total risk and cost of Lessor including positioning & ferrying back charges which may arise on this account.

18. **JURISDICTION AND APPLICABLE LAWS**

All questions, disputes or difference arising under or out of or in connection with this contract shall be subject to the laws of India and to the exclusive jurisdiction of the Patna High Court, Patna.

19. **FORCE MAJEURE**

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the party affected by such force majeure shall after notice under the relevant Article be suspended for the period during which such cause lasts. The terms “**FORCE MAJEURE**” as employed herein shall mean acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and any change in laws, Acts and regulations of Govt. of India. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable by Force Majeure as aforesaid shall notify the other party in writing within twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period as the obligations of the parties are suspended by force majeure, the Lessor shall not be entitled to any charges under clause- 9 (a) (b) (c) above.

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

20. **ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning scope of operation or effect of the contract or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the parties. If the disputes cannot be settled by parties within 30 days from the date of consultation, such dispute shall be submitted to arbitration in India. Appointment of Arbitrator(s) shall be in accordance with the Indian Arbitration and Conciliation Act’1996. The decision of the Arbitrator shall be a speaking one and made in writing in English language and it shall be final and binding upon both the parties. Each party shall bear the expenses of the Arbitrator in equal share. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act’1996, in the English language in Patna, Bihar, India.

The Laws of India shall be applicable.

**Accepted**

**(Signature of Bidder with Seal)**



21. **PERFORMANCE**

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

22. **PERFORMANCE GUARANTEE**

The Successful Bidder shall furnish to State Govt. within 270 days of issue of the LOI for chartering the **Aircraft** (i.e. Letter of Intent), in the form of Bank Guarantee from a Nationalized Bank or Scheduled Bank in India for a sum equivalent to 05 % of the total contract value computed for one year as given in the bid document. For calculation of total contract value for one year fixed monthly charges and mobilisation & demobilisation charges shall be added for one year period. As far as hourly flying charges are concerned average of 20 hrs flying charges shall be taken into account for calculation purpose. This Bank guarantee shall be valid up to a date sixty (60) days beyond the date of the contract. The performance guarantee validity/value shall be renewed by the Bank in case the contract is extended/renewed under written instructions from State Govt. In the event of the Bidder failing to honour any of the commitments entered into under the Agreement and/or in respect of any amount due from Bidder to State Govt., the State Govt. shall have absolute discretion to deduct the same from the performance guarantee.

23. **CONSEQUENTIAL DAMAGE**

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

24. **SEVERABILITY**

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

**Accepted**

**(Signature of Bidder with Seal)**

