

**SECTION-I****INSTRUCTION TO THE BIDDERS**

1. Please go through the enclosed Bid Documents before submission of bids.
2. **BEFORE SUBMISSION OF BIDS, THE BIDDERS SHOULD VISIT GOVT. OF NAGALAND WEBSITE [www.nagaland.nic.in](http://www.nagaland.nic.in) FOR FINAL AMENDMENTS, CLARIFICATIONS, UPDATES, IF ANY, WHICH WOULD FORM PART OF THE TENDER AND WHICH WOULD BE AVAILABLE AT OUR SITE BY 1200 HOURS (IST) ON 01.04.16 THE TENDER DOCUMENTS CAN ALSO BE COLLECTED FROM THE OFFICE OF THE GENERAL MANAGER, NAGALAND STATE TRANSPORT, NAGALAND : DIMAPUR. PHONE NO. (03862) -248317 FAX NO. (03862) - 248304 WITH A REQUEST/ AUTHORITY LETTER.**
3. Please ensure that all documents are submitted in English language.
4. Please ensure that the Sealed bids are submitted under “Two Bid System ” viz
  - (a) “ Unpriced Bid” and,
  - (b) “Priced Bid”.

Please ensure that your bid reaches the Office of the General Manager, Nagaland State Transport, Dimapur before **1200 Hrs.** on **05.05.16** and should be sent by Registered Air Mail, Courier or hand delivered. GOVERNMENT OF NAGALAND 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.

5. Any query/ clarification pertaining to this Tender may be sought within 7(seven) days from the date of publication of this notice, beyond this stipulated time, queries/clarification as sought shall not be entertained.

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**SECTION-II****GENERAL TERMS AND CONDITIONS.****1. REQUIREMENT**

Wet lease of ONE number twin engine medium helicopter for an initial period of two years. Bidder is required to keep one back up helicopter of the same type and model in fully airworthy condition with full crew so that, in case of non-availability of the contracted helicopter due to any reason whatsoever, the same is provided forthwith for the services as per the contract.

**Requirements:**

The Helicopter should have certification of manufacturing company and the same should be acceptable to DGCA, Ministry of Civil Aviation, Govt. of India. The Helicopter should have capacity to carry up to 7-15 pax @ 75 Kgs. + 10 -15 Kgs baggage for each passenger with refueling facility at Dimapur. The helicopter should have capacity for night flying and landing with qualified pilots for night flying must be twin engine helicopter. The pilots and Air crews to be deployed on the Helicopter should also be technically qualified and professionally competent. Technical specification of the machine including safety parameters may also be given. 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.

**2. AVAILABILITY**

The Helicopter should be mobilized at Dimapur, Nagaland, India as required by the GOVERNMENT OF NAGALAND within 15 days from issue of letter of Intent. The expected utilization is around 50 hrs. per month i.e. 600 hours per annum per helicopter which may be more or less subject to requirement.

**3. DURATION**

The lease will be initially for a period of Two years extendable at the option of GOVERNMENT OF NAGALAND for additional period of up to one year at the same rates, terms and condition.

**4. VALIDITY OF BIDS**

Bids must be valid for 6 (six) months from the date of opening of the tender i.e up to **05.10.16** GOVERNMENT OF NAGALAND may seek induction of helicopter against issue of conditional letter of Intent (LOI), pending finalization/signing for formal contract.

## 5. REQUIREMENT OF BIDS

The Bidder as a Company must be currently in the business of operating helicopter services onshore specially in mountain terrain. The Bidder should provide necessary authenticated documentary evidence of their flying experience in the Unpriced Bid. The Bidder should be in Helicopter flying/ Operations business, preferably having ISO Certification and must have 2 (two) helicopters of the same type & model offered against this bid. Bidder should also have at least 5 years experience of operation in Hill Areas.

## 6. EVALUATION OF BIDS

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

Financial information to be submitted by bidders:

- Turnover of Bidders (in aviation business) :30% of annualized bid value or more
- Solvency Certificate : 30%of annualized bid value or more
- Net-worth of Bidder : Positive

Note:

- a)\*\*\*The solvency certificate will be accepted not older than six months from the date of un-priced bid submission. The bidder will have to submit solvency certificate from Nationalized or Scheduled banks of India.
- b) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years in aviation business to be considered.
- c) The bidder will provide a copy of each of audited annual report of pervious two financial years (to be submitted with Un-priced Bid) for ascertaining their turnover & net-worth.
- d) Basis of bid price for the purpose of Solvency certificate and Turnover:
 

The basis of bid price for the purpose of ascertaining Financial Capacity shall be the price quoted by the bidder including duty and taxes, if any, which is taken into consideration for evaluation.
- e) Submission of Solvency Certificate under Two bid System:
  - i) The Solvency Certificate should be kept in the sealed envelope containing the Price Bid. A copy of the Solvency Certificate with the amount blank must also be kept in the un-priced bid.

ii) The bidder must confirm in their Un-Priced Bid the following:

- a) The Solvency limit specified in the certificate is equal to or more than 30% of their Annualized bid value.
- b) The Turnover of the bidder is equal to or more than 30% of the Annualized bid value.

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

6.1. The bidder should also furnish a Certificate (to be submitted with Un-priced Bids) from a practicing chartered Accountant their annual accounts confirming their financial capability to execute the charter hire contract for quoted Helicopter in addition to their present jobs and planned jobs on hand in the aviation business.

## **7. SUBMISSION OF BIDS**

7.1. The bidders are requested to submit their bids under two bid systems in a Sealed envelop in our office before closing of the date & time.

The "Bid" should contain the following:

### **"Un-Priced Bid"**

- (a) Details of Company and Helicopter offered as per Scheduled-II.
- (b) Bond of the requisite value and validity as per Annexure-I.
- (c) Proforma Tender letter as per Annexure-III.
- (d) Undertaking regarding availability of fully airworthy back up helicopter of the same type and model with full set of crew to be provided to the State Government in one day notice.
- (e) Documentary evidence of flying experience as mentioned in Para 5 above of Section-II.
- (f) Copy of Solvency Certificate with amount blank.
- (g) Price Proforma with amount blank.
- (h) Certificate from Chartered Accountant.
- (i) Other required & relevant documents such as C of A Certificate etc. as mentioned in the Tender.

**“Priced Bid”**

- (a) Schedule of rates as per Schedule-I attached.
- (b) Solvency Certificate in original.
- (c) Other required & relevant documents as mentioned in the Tender.
- (d) Passenger carrying capacity of the Helicopter.

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

“Un-Priced Bid”- Tender NO. NST/T/HIL/482/2016-17/ (I) (Priced Bid) Dated: 05.05.16

“Priced Bid”-Tender NO. NST/T/HIL/482/2016-17/ (II) (Un-Priced Bid) Dated: 06.05.16

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

***‘The General Manager, Nagaland State Transport, Nagaland : Dimapur-797112.’***

Please ensure that your bid reaches the above office of Govt. of Nagaland before 1200 Hrs. on 05.05.16 and should be sent by Registered Air Mail, courier or hand delivered. GOVERNMENT OF NAGALAND shall not be responsible if the Bid documents are misplaced/ delayed in transit and not received within/by the prescribed date and time.

**7.2. ANY CHANGE IN THE FORMAT**

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

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

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

**7.4. PRICES**

The prices quoted in Bid must be firm and final, without any qualifications. Any modifications to the offer after opening of the tender will not be considered. The price quoted by the bidders must remain firm for the entire duration of the contract or extension thereof. Bidders must quote in Indian Rupees their prices/amounts in price Bids in accordance with the Schedule-I.

### 7.5. **Bid validity extension-**

GOVERNMENT OF NAGALAND shall have the 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 that bidder/bidders.

## 8. **BID GUARANTEE**

The bidders shall submit bid bond in original along with their Bid. The Bid bond shall be for a sum of Indian Rs.15 (fifteen) lakhs for the helicopter in the form of an irrevocable Bank Guarantee issued by any Nationalized bank of India. The Bid Bond shall be kept valid initially for a period of 2 (Two) months beyond validity period of the offer which is six months from the Tender closing date as per the Bid Bond proforma at Annexure-I. The bid bond which shall be in the form of an irrevocable Bank Guarantee for the said amount shall specifically bind the bidder to keep his offer valid for acceptance up to 6 months and to abide by all the conditions of GOVERNMENT OF NAGALAND Bid package in the event of GOVERNMENT OF NAGALAND desiring to award the work to the said bidder. The bid bond shall also specifically include an undertaking by the issuing banker that the validity of the bid bond will be extended suitably at the option of GOVERNMENT OF NAGALAND until the Bidder furnishes to GOVERNMENT OF NAGALAND a Bank Guarantee of 10% of the total contract value towards performance of contract valid for 2 months beyond the date of initial two years period of contract and extendable thereafter at GOVERNMENT OF NAGALAND option for 1 (one) more year on same rates, terms and conditions, in the event of the Bidder becoming the successful bidder.

The Bid Bond in respect of the successful bidder shall be released after receipt of the Performance Guarantee as at Annexure-II.

8.1. GOVERNMENT OF NAGALAND shall have an unqualified option to forfeit the bid bond amount in the event of following :

- a) If the Tender is withdrawn during the validity period or any extension thereof agreed by the bidder.
- b) If the Tender is varied or modified in a manner not acceptable to GOVERNMENT OF NAGALAND during the validity or agreed extension of the validity or after issue of Letter of Intent(LOI) by GOVERNMENT OF NAGALAND 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 NAGALAND.

8.2. GOVERNMENT OF NAGALAND shall, however, arrange to release the bid bond in respect of unsuccessful bidders as soon as possible after a decision is taken on the successful bidder.

8.3. Bids received without bid bonds will be rejected outright. The original bid bond must be enclosed with the "Unpriced Bid", Photocopy/ Fax copy of bid bond will not be acceptable.

## **9. PERFORMANCE GUARANTEE**

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

10. Late bids will not be accepted or considered.

## **11. RATES**

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

## **12. SIGNING OF THE CONTRACT**

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

13. Only those bidders who own the helicopter offered on the date their offer made are eligible to quote. Proof of ownership (evidence by a currently valid registration certificate of the helicopter offered) shall be enclosed with the un-priced Bid.

14. While quoting the fixed and firm rates, the bidder must quote the following:

- a) Fixed Monthly Charges per helicopter.
- b) Hourly Flying Charges.

15. The bidder must ensure that the offered Helicopter will have adequate maintenance support with necessary ground support equipment and spares to sustain around 600 hours of flying per annum per helicopter during the period of contract. Bidder shall also confirm that the Helicopter will not require to be exported out of India for maintenance during initial contract period.

Under this tender for wet lease, the bidder shall be responsible for supply of aircraft, crew, complete maintenance including all inspections etc. with supply of spare parts, fuel, insurance, airport charges etc. with regard to operation of the helicopter.

16. Bidder must furnish the present location of the offered helicopter in India and time required for mobilization at Dimapur, Nagaland, India.
17. Current/Revalidated copy of Airworthiness Certificate of the helicopter offered must accompany the unpriced bid.
18. GOVERNMENT OF NAGALAND shall have the right to accept/reject or prefer any bid without assigning any reason whatsoever including rejection of the lowest quoted bid.
19. GOVERNMENT OF NAGALAND shall not entertain any third party involvement in the contract nor shall any commission/ brokerage be allowed to be paid to any third party within or outside India.
20. The offered Helicopter must also meet following requirements laid down by Civil Aviation Regulatory Authority in India i.e. DGCA.
  - (a) Requirement of operations of Leased aircraft in India as per CAR Section 3. Series C Part-I.
  - (b) Requirement for installation of Aircraft equipments and Instructions as per CAR Section-II, series I, Part II.
  - (c) Requirement for installation of flight Data Recorders as per CAR Section II Series I Part V (This requirements is preferable).
  - (d) Requirement for installation of Cockpit voice Recorders as per CAR Section-II, Series I, Part VI.
21. The offered Helicopter must comply with mandatory modifications issued by manufacturers. Mandatory modifications issued by DGCA, India and miscellaneous modification which are applicable, must be complied with.
22. The CARs referred above and other relevant details required may be down loaded from DGCA, India website: [www.dgca.nic.in](http://www.dgca.nic.in) or DGCA office.
23. The selected bidder shall provide all documents like C of A certificate of Registration issued by DGCA, India, Weight schedule etc. or any other documents required by Govt. of Nagaland or Regulatory Authority in India.
24. The selected bidder, at the time of delivery of Helicopter shall provide all aircraft documents like aircraft log books, engine log books, component history cards/ log cards, flight manual and maintenance manuals for inspections/ examination.



**SECTION-III****STANDARD TERMS & CONDITIONS (NOT ALL INCLUSIVE) OF THE AGREEMENT BETWEEN GOVERNMENT OF NAGALAND AND BIDDER FOR CHARTER HIRE OF HELICOPTER ON WET LEASE.**

- 1.1. The Agreement shall be deemed to have come into effect from the date the helicopter is inducted at Dimapur for operations.
- 1.2. Bidder shall provide the helicopter instrumented for flights as required with currently valid Certificate of Airworthiness form DGCA, India with necessary spare parts equipments, crew and personnel for exclusive use by the Government of Nagaland in its operations in India as may be agreed once between the parties. The bidder agrees that on an average the Helicopter would be utilized for approx 600 hours flying per annum per helicopter.

**2. DEFINITION.**

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

- a. "Base station" means the place from where the helicopter shall normally be operated, managed, maintained, parked and stationed.
- b. "Bidder's Representative" means person or persons as the Bidder designates having authority to act on behalf of the Bidder.
- c. "Effective date" means the date from which this contract comes into effect, on the date on which the helicopter becoming inducted.
- d. "Initial Period of Contract" means the period beginning from the Effective Date and ending within up to 2 (two) years from the Effective Date counted on Gregorian calendar basis.
- e. "Emergency" means any situation which in the opinion of Bidders authorized representative of Govt. of Nagaland 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 Nagaland.
- f. "Month" means the calendar month by the Gregorian calendar.
- g. "Party" or "Parties" means party or parties to the contract.
- h. "Out Station" means any station other than the Base station.

- i. "Scheduled/Unscheduled Maintenance" means maintenance required for helicopter as per DGCA's regulations and as prescribed by manufacturer and defect rectification etc.
- j. "Areas of Operation" means State of Nagaland and related areas.
- k. "Regulatory Authority" means any Government Body or Bodies having responsibility for aviation matters in the area of operation.
- l. "Watch Hours" means the time notified by the Airport Authority of India from time to time for normal operation of different airports.
- m. "Programme" means a written requisition of the helicopter for a day indicating time of departure, destination, approximate flight time.
- n. "Force Majeure" would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, epidemic, any Governmental restraint and any such other cause which is not reasonably within the control of either party claiming, force majeure. Financial distress would, however, not constitute Force Majeure.
- o. "Total contract Value" means fixed monthly charges and hourly flying charges of 600 hours per annum for a period of one year.
- p. "Delivery Date" means the date by which the Bidder is to mobilize the helicopter at the designated base for operation.
- q. "Services" mean helicopter services carried out by the Bidder and its personnel under this agreement.
- r. "Operational Day" for a helicopter would mean time commencing from first sorties as per daily flight schedule to the estimated time of landing of last sorties of the day.
- s. "Flying Time" with respect to a helicopter would mean the time from "Rotor starts" of that helicopter till "Rotor-stops". In case of skid mounted helicopters, "Flying Time" with respect to a helicopter would mean the time from 'skid up' of that helicopter till 'skid down'.

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

The Bidder undertakes to deliver the Helicopter at Dimapur Base, India on or before the Delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The Bidder shall ensure that their helicopter shall be ready for operations at Dimapur within 15 days from the date of Letter of Intent (LOI)/ signing of the contract, whichever is earlier. Should the helicopter not inducted at the designated base by the Delivery Date, the Govt. of Nagaland shall have the right to act as under:

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

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

The contract will be for an initial period of 2 (two) years from the date the helicopter is actually inducted at Dimapur.

#### **5. IDEMNITY**

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

#### **6. INSURANCE**

6.1 The Bidder shall maintain throughout the period of lease Agreement at its own expense, hull liability insurance/ self insurance of the helicopter. The Bidder shall also maintain throughout the period of Lease at its own expenses, insurance/ self insurance against war risk and hijacking.

6.2 The Bidder shall comply with all laws in respect of:

a) Workman's compensation and all other laws in effect with reference to employing, safe guarding insurance and protecting all labour employed or used by the Bidder and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.

b) Third party legal liability insurance is to indemnify the Govt. of Nagaland of all sums which the Bidder shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of aircraft.

c) Passenger liability insurance liability is to indemnify in respect of all sums which shall become legally to pay for or for admitted liability of Rs.7,50,000/- per passenger for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Bidder. The passenger admitted liability offered is against full legal discharge. In the event of non acceptance the policy is to indemnify for their legal liability only.

d) Personnel baggage's liability insurance in respect of damage to or loss of any property caused whilst being carried by a helicopter or in the course of any of the operations of loading or unloading to the extent of Indian Rupees equivalent of

US\$1250. Each and every claim but not applicable to claim arising from an accident to the carrying aircraft or any war or related peril reinstated by AVN-52C.

- e) Combined Single Limit (Bodily injury/ property Damage/ baggage as mentioned in 6.2(b), (c) and (d) above) is restricted to Indian Rs.50,00,00,000/- (Rupees Fifty Crores) for any one occurrence.

## **7. INSPECTION OF HELICOPTER(S)**

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

## **8. DOWN TIME**

The Bidder shall be allowed to ground the helicopter for maintenance @ 4 days per month or one day in a week during the term of this agreements. However, the helicopter shall not be grounded by the Bidder for more than 07 days at a stretch. The Government of Nagaland shall have discretion to deduct fixed monthly charges on prorata basis for excess days of grounding beyond 4 days per month or one day in a week.

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

## **9. PAYMENT**

- 9.1 In consideration of the services provided by the Bidder herein, State Govt. shall pay the Bidder fixed and firm charges for lease of helicopter as follows:

- a. Fixed Monthly Charges.
- b. Flying Hourly Charges for hours actually flown to nearest 5 minutes.
- c. Mobilization/Demobilization charges up to Dimapur and Back from their approved Base in India.
- d. State Government would make part payment of 25% of Total Monthly billing for FMC and Hourly Charges. Rest of the payment (75%) would be made by MHA after verification of claims by State Govt.
- e. It shall be the responsibility of the bidder to get released the remaining 75% of the payment from the MHA after verification of the bill by the State Government.

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

- a) The Bidder shall keep one backup helicopter (of same type and capacity/standard) ready at their base or Dimapur base for immediate replacement of the helicopter under contract service as may be grounded for major (Scheduled) inspections which by DGCA regulations is required. The back up (Replacement) helicopter shall be positioned at Dimapur base before such scheduled inspection is due so that normal flying services is not disturbed.
- b) The back up (replacement) helicopter shall be positioned at Dimapur helipad within 48 hours if the helicopter under service is grounded for technical snag.
- c) No ferry charges shall be borne by the State Govt. for the ferry as in clause 9.2(a) and 9.2(b) above.

## 10. PRODUCTION OF INVOICE

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

## 11. DUTIES & TAXES

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

## 12. RESPONSIBILITIES OF THE BIDDER

- a) To provide the helicopter for flights as scheduled on a daily basis for carrying Passengers and/ or cargo. The programme for such flights would be intimated by the evening of the preceding day; any unscheduled flights not later than two hours after receipt of information thereof, unless there are any operational or regulatory limitations prohibiting or preventing such a flight or flights. (Flights at night shall be scheduled in an emergency only. Night for this purpose would mean period from sunset to sunrise).
- b) The Bidder shall be required to keep daily records of flights for the helicopter for each day of operation, which record shall include the number of hours flown to be recorded from start to switch, 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 the competent authority of Directorate of Civil Aviation and each shall retain a copy of such records for billing. The flying time shall mean the

time from “Rotor Starts” the helicopter till “Rotor stops” at State Govt.’s dispersal points.

- c) The Bidder shall comply with all Indian Aviation Regulatory and all other applicable laws, rules & regulations of India. The Bidder shall indemnify State Govt. against the Bidder’s ignorance and/or failing to comply with said laws, rules & regulations. The bidder must agree to abide by Civil Airworthiness Requirements Series C Part-I Sec 3 dtd 17/5/93 and as amended from time to time and provide all assistance/information to the State Govt. and Director General of Civil Aviation (DGCA) to ensure compliance. The Bidder must agree to abide by any other new requirements introduced by DGCA India from time to time.
- d) 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 Government.
- e) Provide insurance, medical accommodation, meals and transport for crew.
- f) Helicopter to be kept in tidy, clean and presentable condition.
- g) In the event of the Bidder not being able to render satisfactory services, the State Govt. may make alternative arrangements at Bidder’s cost.

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

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

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

### **14. TERMINATION**

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

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

The Bidder shall remove the helicopter from State Govt.’s operating base within 7 days from the date of expiry of the agreement. The State Govt. shall not be liable to pay any charges (other than demobilization charges) after the date of termination of agreement.

#### 14.2. TERMINATION AT THE SOLE DISCRETION OF STATE GOVERNMENT.

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

#### 14.3. CONSEQUENCES OF TERMINATION

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

### 15. REPLACEMENT

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

### 16. JURISDICTION AND APPLICABLE LAWS

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

### 17. FORCE MAJEURE

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

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

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

## **18. ARBITRATION**

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

If either party does not comply with the arbitrator's decision under this clause both parties agree that said decision shall be submitted to the jurisdiction of Guwahati High Court for enforcement. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, in the English language in Kohima, Nagaland, India.

The Laws of India shall be applicable.

## **19. PERFORMANCE**

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

## **20. PERFORMANCE BOND**

The Bidder shall furnish to State Government upon the receipt of written order/ fax for chartering the helicopter but before its delivery at the designated base, an irrevocable and unconditional letter of guarantee from a Nationalized Bank or Scheduled Bank in India for a sum equivalent to ten percent (10%) of the total contract value computed for one year as shown in State Govt.'s telex order proforma enclosed. This irrevocable letter of guarantee shall be drawn in favour of State Govt. and shall be valid up to a date sixty (60) days beyond the date of the charter. The performance Bonds validity/ value shall be renewed by the Bank in case the contract is extended/ renewed under written instructions from State Govt. In the event of the Bidder failing to honour any of the commitments entered into under the Agreement and/ or in respect of any amount due from Bidder to State Govt., the State Govt. shall have absolute discretion to invoke the said Bank Guarantee from the Bank.



**21. CONSEQUENTIAL DAMAGE**

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

**22. SEVERABILITY**

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

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

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