

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**WET LEASE OF ONE TWIN ENGINE HELICOPTER FOR VIP  
TRAVEL WITH PAX SEATING CAPACITY OF 5 TO 6  
EXCLUDING CREW AND HAVING TECHNICAL  
SPECIFICATIONS AS PER DGCA NORMS**

**RFP : - No.Com/Trans/AS/90/2019/Pt/42**

**Dated :- 22<sup>nd</sup> December 2023**

**COMMISSIONER OF TRANSPORT  
TRANSPORT DEPARTMENT  
GOVERNMENT OF MEGHALAYA**

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# NOTICE INVITING BID

## GOVERNMENT OF MEGHALAYA COMMISSIONER OF TRANSPORT

Commissioner of Transport,  
Government of Meghalaya  
Saw Lad, Law U-Sib, Shillong 793021,  
Meghalaya  
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**RFP :- No.Com/Trans/AS/90/2019/Pt/42**

**Dated 22<sup>nd</sup> December 2023**

### Notice Inviting Bid

Sir / Madam,

1. Offers under TWO BID SYSTEM (Technical Bid and Financial Bid) are invited by the Government of Meghalaya from eligible Non-Scheduled Operating Permit (NSOP) holders under Directorate General of Civil Aviation (DGCA) (excluding Joint Venture and Consortiums) Non-Scheduled Operator's Permit (NSOP) holder Operator having helicopter operation business with any other Indian Non-Scheduled Operator or any other Company outside India having tendered type of helicopters, for **WET LEASE basis for VIPs/ VVIPs** with pax seating capacity of **5 to 6** excluding crew and with technical specifications as per DGCA norms, for an initial period of **3** (three) months and extendable on same rates, terms and conditions with mutual consent in Meghalaya.

The Helicopter offered should be capable to carry passengers as specified in this RFP to different places in the State of Meghalaya and outside the State. The vintage of the Helicopter should not be more than 10 years at any point of time during the operational period of the Agreement which will be signed between the State Government successful bidder. The helicopter should have excellent performance and be technically fit for flights at high altitudes, capable of landing and take-off in narrow valleys and at altitudes up to 10,000 feet, as well as equipped to fly in cloudy weather with passengers and baggage.

2. The details of the Tender are given below:

**RFP :- No.Com/Trans/AS/90/2019/Pt/42 Dated 22-Dec-2023**

3. Period of initial agreement: The Agreement shall be valid for an initial period of 3 (three) months and extendable on same rates, terms and conditions with mutual consent and shall be effective from the date of the positioning of Helicopter at the base location and making it available for Government of Meghalaya after signing of the Agreement.
4. Wet lease of one twin engine helicopter (pax seating capacity 5 to 6 excluding crew) should comply with the mandatory modifications issued by the manufacturer and mandatory modifications as prescribed by Directorate General of Civil Aviation (DGCA) India and other modifications as applicable from time to time. The helicopter will be utilised for VIP / VVIP passenger transportation throughout the State of Meghalaya and adjoining areas.
5. The minimum committed flying hours of the Helicopter shall be 35 (thirty-five) hours per month. The flying schedule and requirements will be intimated by the State Government from time to time as per requirement.
6. The security of the helicopter at helipads / airfield and check of passenger's baggage and cargo shall be carried out as per the guidelines issued by the Bureau of Civil Aviation Security (BCAS). This is to be arranged by the State Government at all locations where helicopter services are intended to be availed.
7. The helicopter operations with any previous accident records shall be liable to be rejected at the time of opening of Technical bid as almost entire Meghalaya State is hilly terrain with difficult flying conditions and unfavourable weather throughout most of the time of the year. The State Government decision will be final on this matter.
8. Positioning period: The bidder will position the helicopter at helipad of Base station, within **5 (five) days** in case of the helicopter is already registered with DGCA India and within 20 days in case of the helicopter is to be acquired from a company outside India from the **date of issue of letter of intent** and ready for operation from the next day. The **Agreement** which will be signed between the successful Bidder and Transport Department, Government of Meghalaya, shall be **effective from the date of positioning of the Helicopter** and making it available for the State Government after signing the Agreement.
9. The Tender documents will be available for downloading from the website <https://meghalaya.gov.in> and <https://megtransport.gov.in> from 22-Dec-2023 onwards.

## **10. Bidding Schedule**

Sl no	Items	Description
1.	RFP Document	Release Date: <b>22<sup>nd</sup> December 2023</b>
2	Last Date of Submission of Prebid Clarification	<b>2<sup>nd</sup> January 2024</b> till 17:00 hrs IST at following emailed: <a href="mailto:comtrans-meg@nic.in">comtrans-meg@nic.in</a> , <a href="mailto:comtrans21@gmail.com">comtrans21@gmail.com</a>
3	Date, Time and Venue for Prebid meeting	<b>8<sup>th</sup> January 2024</b> at 15:00 hrs IST at the Conference Hall, Information Technology & Communications Department, Secretariat Hills, Shillong-793001 <b>OR Online</b>
4.	Last date and time for submission of bids (Technical & Financial both in separate sealed covers) in Hard copy	<b>15<sup>th</sup> January 2024</b> at 15:00 hrs IST at the Commissioner of Transport, Government of Meghalaya Saw Lad, Law U-Sib, Shillong 793021, Meghalaya
5.	Tender opening date and time	14:00 hours IST on 16 <sup>th</sup> January 2024 for Technical bids 15:00 hours IST on 16 <sup>th</sup> January 2024 for Financial Bids
6.	Tender opening venue	Chitmang Committee Room, Additional Secretariat Building, Shillong

**11.** Bidders whose Technical bid are found unqualified their Financial bid shall not be opened and shall be returned to the bidder in sealed condition as submitted by them.

**12.** The **Bid Bond Bank Guarantee EMD of ₹9,45,000** (Rupees Nine Lakhs Forty Five Thousand only) in the form of irrevocable bank guarantee from any Nationalised or Scheduled Bank of India as per the prescribed form enclosed with this bid document, valid for **3 months** from the bid opening date.

**13.** **Bid Bond validity** up to **3 months** from the tender opening date.

**14.** Tender **bid validity** up to **2 months** from the tender opening date.

### **15. Performance Bank Guarantee (PBG)**

- i. The PBG shall be **3% of the Contract Value** in the form of irrevocable Bank Guarantee from any Nationalised or Scheduled Bank of India as per prescribed form enclosed with this bid document
- ii. Validity of **2 months** beyond the initial period of agreement and extended agreement thereafter, if any.

Commissioner of Transport,  
Government of Meghalaya  
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The tender will be governed by the instructions and provisions of this RFP.

“TWO BID SYSTEM” system shall be followed for this tender. The Bidder should take due care to submit tenders in accordance with this RFP. The sealed copy of the document required in original should reach the correspondence address mentioned in this RFP within the stipulated time. The Government of Meghalaya shall reserve the right to accept / reject or prefer any bid without assigning any reason whatsoever including the rejection of lowest quoted bid.

Yours faithfully

Sd/-

Commissioner of Transport  
Government of Meghalaya

## INSTRUCTIONS TO BIDDERS

1. Bidders are requested to go through this RFP and enclosed documents before submission of the bids.
2. The tender documents will be available for downloading from the websites <https://meghalaya.gov.in> and <https://megtransport.gov.in> from 22-Dec-2023 onwards. The requisite tender fee of ₹10,000/- (Rupees Ten Thousand) only non-refundable is to be paid through **Demand Draft** in favour of “**Commissioner of Transport**”, Transport Department, Government of Meghalaya. The tender submission without the payment of tender fee will be rejected outright at the stage of Technical bid. Separate tender documents must be used for submitting bid for each helicopter. The Demand Draft should reach the office of the undersigned on or before the date and time of opening of the tender.

**NOTE: BEFORE SUBMISSION OF BIDS THE BIDDER SHOULD VISIT GOVERNMENT OF MEGHALAYA WEBSITE FOR FINAL AMENDMENTS CLARIFICATIONS UPDATES IF ANY WHICH WOULD FORM PART OF THE TENDER AND WHICH WOULD BE MADE AVAILABLE ON WEBSITE.**

3. The bidder should ensure that all documents are submitted in English language
4. The bidder should ensure that the bids are submitted in hard copies in two separate envelopes marked “Technical Bid” and “Financial Bid”. Each page of the Bid documents should be signed and sealed by the authorised representative of the bidding firm.
5. The bidder should ensure that the bid documents which are required in hard copy in original reaches the office of the Commissioner of Transport Government of Meghalaya, before the last date. The Government of Meghalaya shall not be responsible if the bid related documents are misplaced delayed in transit and not received at the above office by the prescribed date and time.
6. **Validity of bids:** The bid shall be valid for **2 months** from the date of opening of the tender. The Government of Meghalaya may seek induction of helicopter against issue of conditional letter of intent pending the finalization signing of formal agreement. The Bid validity extension shall be governed by General Finance Rule 174 (iii).
7. Requirement of bidder eligibility criteria based upon all the following requirements being met by bidders, eligible bidders shall be shortlisted, which is specifically mentioned later in this RFP and *inter alia* comprises of the following:
  - (a) The bidder’s company must be currently in the business of operating helicopter services under valid non-scheduled operators permit (NSOP) of DGCA India valid up to date supporting documents of NSOP to be enclosed in technical bid.
  - (b) The helicopter offered should meet the criteria as mentioned in this RFP.
  - (c) The helicopters offered by the bidder should be as per DGCA guidelines announcement and should not be more than **10 years** old as on the operational date during the period of the contract.

- (d) The bidder must have a **minimum fleet of 3 helicopters including 2 helicopters (all in fully airworthy condition)** of the type and model offered against this tender and supporting documents to be enclosed.
- (e) Pilot-in-Command (PICs) must be duly trained to fly the offer helicopter possessing a minimum flying experience of 1500 hours at their credit individually as on date of issue of tender. Authenticated documents to be furnished in technical bid in addition the pilots in command (PICs) must have minimum experience of flying one full monsoon season in the hilly areas terrain of North East India.
- (f) The bidder must comply with all the mandatory certification, approvals from DGCA and other competent authorities
- (g) Copies of currently valid certificate of air-worthiness and certificate of registration, weight schedule issued by DGCA and other competent authorities for the operation of the tendered helicopter must be furnished along with the technical bid. The bidder will furnish the call sign registration number of each helicopter offered in this bid which must be endorsed on their NSOP.
- (h) The bidder should have PAN TAN of income tax copy to be furnished in technical bid.
- (i) The bidder should have GST number copy to be furnished in technical bid the bidder.
- (j) the bidder shall have to submit internal annual safety audit report of the last **3 years** duly audited by a reputed and certified safety auditor authorised as per norms prescribed under DGCA guidelines.
- (k) **Average annual turnover** of the bidder from aviation business of last 3 years must be **₹25,00,00,000 (Rupees Twenty Five Crores)** or more and net worth as on 31<sup>st</sup> March 2023, must not be less than **₹10,00,00,000 (Rupees Ten Crores)**.
- (l) Certificate from the statutory auditor to the effect that the bidder has requisite financial capacity to carry out the agreement to work in addition to their existing business and about the average annual turnover of last 3 financial years and net worth etc. as a specified in the Tender must be enclosed in the technical bid.

Note: All the requirements are to be met individually.

#### **8. Rejection Criteria**

- (a) Non-submission of bid as per terms and conditions of this tender
- (b) Bid not meeting the minimum financial criteria with regard to
  - i. Average annual turnover and net worth
  - ii. Solvency certificate 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 non submission of declaration by bidder using downloaded bid documents that they have not modified any part of the bid document
- (e) Financial bids not submitted as per the specified format of tender by original sign and stamp.



- (f) Non-submission of solvency certificate in original along with financial bid.
- (g) The helicopter operators with any previous accident records shall be liable to be rejected at the time of opening of technical bid as almost entire Meghalaya is hilly terrain with difficult flying conditions and unfavourable weather throughout most of the time of the year. The State Government's decision will be final on this matter.
- (h) Non submission of valid non-scheduled operators permit (NSOP) certificate of airworthiness certificate of registration of helicopter the undertaking to provide backup of helicopter details of pilot and engineers and documents of pilots experience as a specified and other documents information in support of required technical parameters mentioned in this RFP.
- (i) Non submission of original bid bond of requisite value in technical bid.

Each bid should contain the following:

**“Technical Bid”**

- a) Details of company and helicopter offered as per Schedule-II with supporting documents as mentioned herein
- b) Original bid bond of the requisite value and validity mentioned here in before as per Annexure-III
- c) Proforma tender letter as per Annexure-I
- d) Undertaking regarding availability of fully airworthy backup helicopter
- e) Undertaking to obtain certificate of airworthiness and certificate of registration of DGCA India within the prescribed positioning time in case of the offered helicopter is to be taken from abroad with suitable arrangement as mentioned in the tender
- f) Documentary evidence of flying experience and list of pilots
- g) Copy of solvency certificate with amount blank
- h) Price proforma with amount blank
- i) Certificate from statutory auditor
- j) Copies of each of audited Annual accounts of previous consecutive 3 financial years FY 2022-23, FY 2021-22, and FY 2020-21
- k) Other required and relevant documents such as valid non-scheduled operators permit (NSOP), airworthiness certificate, certificate of registration, insurance certificate etc. and lease agreement of taking helicopter on long term lease by bidder if not owned along with currently valid airworthiness fitness test certificate of the offered helicopters issued by concerned authorities
- l) Tender fee of ₹10,000/- should be paid through Demand Draft in favour of “Commissioner of Transport”, Transport Department, Government of Meghalaya, through Demand Draft.
- m) Additional documents as required as per Annexures in this RFP must be mandatorily provided.

### **“Financial Bid”**

- a) Schedule of rates duly filled in and signed with seal as per Annexure-V of this RFP
  - b) Solvency certificate in original
  - c) Other required and relevant documents as mentioned in RFP.
9. Any change in the format: The offer should be strictly adhered to the prescribed format so as to facilitate Government of Meghalaya to consider and evaluate them properly. Any change in the format may cause rejection of the bid.
10. 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 is quoted by the bidders must remain firm for the entire duration of the agreement. Bidders must quote in Indian rupees their prices amount in financial bid in accordance with

### **BROAD SCOPE OF WORKS**

**There are no sources in the current document.**

11. Wet lease of one twin engine helicopter with capacity of **5 to 6** excluding crew and having technical specifications as per DGCA norms, with latest modern technology certified by DGCA having reliable and certified avionics, VUHF (Very High Frequency Ultra High Frequency) radio set in duplicate reliable HF (High Frequency) set modern GPS (Global Positioning System) with coloured terrain mapping display installed or handled reliable coloured weather radar ELT (Emergency Locator Transmitter), CVR (Cockpit Voice Recorder) & FDR (Flight Data Recorder) as per DGCA specifications capable of being configured for carriage of cargo also capable of Class-I operations IFR (Instrument Flight Rules) certified, reliable autopilot oxygen system for crew and passengers fitted with reliable transponder, and helicopter not more than 10 years of age as on the date of operations during contract period, for use of the Government of Meghalaya, for passenger transportation and other tasks entrusted by the State Government from time to time in Meghalaya for an initial period of 3 (three) months and extendable on same rates, terms and conditions with mutual consent.
12. The Agreement will be effective from the date of positioning of the Helicopter and making it available for the State Government after signing of the Agreement.
13. If the offered helicopter is taken / intended to be taken on long-term lease / outright purchase / joint venture arrangement from outside India, copy of long term lease agreement / purchase agreement / joint venture agreement indicating type, call sign, air worthiness certificate, fitness certificate, test certificate of the offered helicopter with supporting documents must be furnished in technical bid.

14. The bidder is required to keep one backup helicopter of the same type and model capacity in full airworthy condition with full set of pilots and crew so that in case of non-availability of the leased helicopter due to any reason whatsoever the same is provided forthwith for the services as per the agreement.
15. Further the offered helicopter should have additional desirable parameters like satellite based helicopter flight tracking system subject to approval by Government of India, enhanced ground proximity warning system (EGPWS), traffic collision avoidance system (TCAS) and the bidder should have arrangement of crew resource management (CRM) training for their crew and meeting subsequent requirement by monitoring on regular basis. **The Transport Department, Government of Meghalaya will exercise supervision on the operator / successful bidder.**
16. The helicopter operators with any previous accident records shall be liable to be rejected at the time of opening of technical bids as most of the entire Meghalaya is hilly terrain with difficult flying condition and unfavourable weather throughout most of the time of the year.
17. Helicopter should have valid certification from manufacturing company and the same should be accepted by DGCA, Ministry of Civil Aviation, Government of India, the pilots and crew to be deployed on the helicopter should also be technically qualified and professionally competent. technical specification of the machine indicating safety parameters may also be given. The pilots and aircrew should be as per the guidelines of Ministry of Civil Aviation, Directorate General of Civil Aviation (DGCA), Ministry of Defence and Ministry of Home Affairs especially while conducting flight programming in international border areas and the bidder shall comply with all required formalities of obtaining permission in this regard. The State Government of Meghalaya shall facilitate whenever it is needed.
18. Passenger carrying capabilities: the helicopter offered should normally be able to carry at least **5 to 6** (excluding crew) at 80 kg each and baggage 10 kg per passenger. **The preference will be given to the bidder who has a helicopter of higher seating capacity.**

Should the helicopter not be inducted at their designated base by the **Positioning Date**, the Government of Meghalaya 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 initial agreement value for each day of delay or part thereof up to 15 days, after which the Government of Meghalaya shall have the right to terminate the agreement without being liable to pay any charges whatsoever to the Bidder and forfeit the Performance Bank Guarantee.”

19. This section only provides a broad scope of work. All provisions mentioned in this RFP for the successful bidder comprises the Scope of Work for the successful bidder.

## **BASE STATION**

20. The Base station for the Helicopter shall be at **Guwahati**, Assam.
21. The successful bidder will position the helicopter at helipad of **the Base Station**, within 5 (five) days in case of the helicopter is already registered with DGCA India and within 20 days in case of the helicopter is to be acquired from a company outside India from the date of issue of letter of intent and ready for operation from the next day. The Agreement which will be signed between the successful Bidder and Transport Department, Government of Meghalaya, shall be effective from the date of positioning of the Helicopter and making it available for State Government after signing the Agreement.
22. At least 4 rooms for office technical stores at the helipad at Base Station will be provided to the successful bidder as per availability along with a hanger which can accommodate 2 helicopters is available at helipad office store rooms and hanger fitted with electricity and water connections at the helipad shall be provided free of charge but furnishings of office equipment other accessories like telephone air conditioner, EDC (Electronic Digital Controller) and bills for electricity telephone water supply shall be borne by the successful bidder.
23. Arrangement of other required infrastructures including accommodation and transport for pilots crew for the base shall be made by the successful bidder at their own cost and arrangements.

## **PERIOD OF AGREEMENT**

24. The agreement will be valid for an initial period of **3 (three) months and extendable** on same rates, terms and conditions with mutual consent. The Agreement shall be **effective from the date of positioning of Helicopter** and making it available for the State Government after signing of the Agreement.
25. There shall be no 10% escalation every subsequent year on the rate quoted for the first year.

## **INSPECTION OF HELICOPTER**

26. The helicopter should be available for inspection at site by the representatives of the State Government before the agreement is executed, if so desired. The helicopter shall be taken on lease only after it is inspected and accepted by the State Government or its authorized representatives. The Transport Department, Government of Meghalaya, will exercise supervision on the operator.

## **MAINTENANCE OF HELICOPTER**

### **27. SCHEDULE INSPECTION / TECHNICAL SNAGS - REPLACEMENT OF HELICOPTER**

- (a) The lesser shall keep one backup helicopter (of same type and capacity / standard) ready at the base station for immediate replacement of the helicopter under agreement service prior to grounding of the helicopter for major (scheduled) inspections which by DGCA regulations is required or if it becomes total loss or constructive total loss. The backup (replacement) helicopters shall be positioned at base before such scheduled inspection is due so that normal flying services is not disturbed.
- (b) The backup (replacement) helicopter shall be positioned at Base station helipad within 48 hours if the helicopter under service is grounded for technical snag.
- (c) No ferry charges shall be paid by the State Government for the ferry of the backup helicopter.
- (d) The State Government shall give notice to the Operator/ successful bidder of any scheduled inspection / maintenance to be carried out on the helicopter at least 7 days in advance.
- (e) The Operator/ successful bidder shall keep complete and accurate records of all groundings of helicopter due to routine maintenance or otherwise which the State Government at its discretion may inspect at anytime.

## **DOWNTIME**

28. The bidder(s) will be allowed to ground the helicopter for maintenance as per the DGCA approved maintenance schedule of the helicopter. This periodicity may differ from type of helicopter.

29. In addition, the bidder shall be allowed one day rest per week for carrying out routine maintenance, checks, cleaning of helicopter. However, in case of any emergency, flying tasks will be undertaken by the bidder.
30. If the helicopter(s) is not available cumulatively for more than 2 hours and upto 6 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 6 hours in an operational day, it shall be deemed to be grounded for the full day.

## **PERFORMANCE GUARANTEE BOND**

31. The bidder undertakes to perform all their services under this agreement with all the reasonable skill, diligence and care in accordance with sound industrial practices to the satisfaction of Government of Meghalaya 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 service will be promptly remitted by the bidder upon the receipt of written notice from State Government to improve their performance if the bidder fails to remedy within a period of 30 working days from the receipt of notice that State Government reserves the right to terminate the agreement and forfeit the performance guarantee. Further, a penalty shall also be imposed on the bidder pursuant to the agreement.
32. The successful builder shall furnish to State Government within 7 days of issue of the written order for wet lease of the helicopter (that is letter of intent LoI) and an irrevocable and unconditional bank guarantee from a Nationalised Bank or Scheduled Bank in India for a sum of **3% of the Contract Value**. This irrevocable bank guarantee shall be drawn in favour of Commissioner of Transport, Government of Meghalaya, and shall be valid up to **6 months** beyond the date of the validity of the Agreement. The performance bonds validity / value shall be renewed by the bank in case the agreement is extended / renewed under written instructions from State Government. In the event the bidder failing to honour any of the commitments enter into disagreement and order in respect of any amount due from the bidder to State Government the State Government shall have absolute discretion to invoke the set bank guarantee from the bank.
33. Consequential Damage
- Neither the Government nor the bidder shall have any claim against each other for any consequential damage.

## **BACKUP HELICOPTER**

34. Scheduled Inspection/Technical Snags - Replacement by backup helicopter:
- (i) During the scheduled maintenance, one backup helicopter as mutually agreed shall be positioned by the bidder at Base station helipad, so that normal flying services is not disturbed.
  - (ii) The backup (replacement) helicopter shall be positioned at Base station within 48 hours if the helicopter under service is grounded for technical snag.
  - (iii) No ferry charges shall be paid by the State Government for the ferry of the backup helicopter

## **INVOICE**

35. The successful bidder(s) shall submit an invoice for Fixed Monthly Charges for the helicopter(s) as mentioned in this RFP.
36. 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 manifest etc. as mentioned in this RFP or as may be required by the State Government.
37. 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 sent to the Government of Meghalaya. The State Government will make the payment of the invoices to the successful bidder.

## **PAYMENT**

38. In consideration of the services provided by the successful bidder herein, the following fixed and firm charges for lease of helicopter shall be payable (excluding GST as may be applicable):
- (i) Fixed Monthly Charges
  - (ii) Hourly Flying Charges for hours actually flown to nearest 5 minutes

## **PENALTY**

39. In the event of grounding of operating helicopter for scheduled / routine inspection / maintenance or technical snag or whatsoever, for excess days of grounding beyond permissible downtime as per the DGCA approved maintenance schedule.

40. If the successful bidder fails to provide similar backup of helicopter, a penalty of ₹50,000/- (Rupees Fifty Thousand) only per day shall be imposed and the amount so calculated shall be deducted from the Fixed Monthly Charges (FMC) bill or HFC (Hourly Flying Charge) Bill of that month or any subsequent month.
41. The penalty is in addition to the deduction of prorated Fixed Monthly Charges (FMC) for excess days of grounding of the Helicopter beyond permissible Downtime of 4 days.
42. There shall be no discretion of the State Government to deduct FMC on prorated basis for excess days of grounding beyond 4 (four) days per month, i.e., there shall be mandatory deduction of FMC on prorated basis beyond **permissible 4 (four) days grounding per month**.

## **POSITIONING HELICOPTER & FORFEITURE OF PBG**

43. The bidder undertakes to position the helicopter at Base station helipad Guwahati Assam India on or before the positioning date. The date of positioning and starting of operation shall be the essence of the agreement. Bidder to position the helicopter at Base station within 5 (five) days in case of the helicopter is already registered with DGCA India and within 20 (twenty) days in case of the helicopter is to be acquired from a company outside India, from the date of issue of letter of intent (LoI) and ready for operation from the next day.
44. Should the helicopter not inducted at the designated base by the positioning date the government of Meghalaya shall have the right to act as under:

“Except 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 initial agreement value for each day of delay or part thereof up to 15 days, after which is the Government of Meghalaya shall have the right to terminate the agreement without being liable to pay any charges whatsoever to the bidder and forfeit the performance bank guarantee.”

## **REPLACEMENT OF HELICOPTER**

45. In the event of the helicopter initially provided by the lesser not being satisfactory an operation or not being able due to technical snag, the Operator shall provide replacement (backup helicopter) within 48 hours at the total risk and cost of Operator including positioning & ferrying back charges which may arise on this account.



## DUTIES AND TAXES

46. All taxes including withholding taxes, levies, duties, fees, fuel charges costs etc. including freight insurance, landing and parking charges at various locations away from operating base as applicable, except GST shall be borne by the bidder. The GST at prevailing rate, if applicable shall be paid to the successful bidder on their monthly bills by State Government / MHA, Government of India. The bidder shall also, while quoting their rates, include prices in fuel, custom duty rates for purchase of spares.

## RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

### 47. Responsibilities of the Successful 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 State Government; any unscheduled flights not later than **2 (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. Flights at night shall be scheduled in an emergency only. Night for this purpose would mean between sunset to sunrise.
- (b) The bidder shall be required to keep daily records of flights for the helicopter for each day of operation, which record shall include the number of hours flown to be recorded from..... to ..... sectors/ areas visited. At the conclusion of each day of operations, the operator shall have a copy of record duly certified under the signature of Commissioner of Transport, Government of Meghalaya/ or other authorized representative and each shall retain a copy of such records for billing.
- (c) The “flying time” or flying hours shall mean the total time from the moment a helicopter's rotor blades start turning until the moment the helicopter finally comes to rest at the end of the flight, and the rotor blades are stopped, at State Government’s dispersal points.
- (d) The bidder shall comply with all Indian aviation regulatory and all other applicable laws, rules and regulations of India from time to time from competent authorities. The successful bidder shall indemnify State Government against the successful bidder’s ignorance and / or failing to comply with said laws rules and regulations. The successful bidder’s must agree to abide by applicable civil airworthiness requirements as amended from time to time and provide all assistance / information to the State Government and Director General of Civil Aviation (DGCA) to ensure compliance. The bidder must agree to abide by any other new requirements introduced by DGCA / BCAS (Directorate General of Civil Aviation / Bureau of Civil Aviation Security) India and any other competent authority from time to time. The bidder shall also follow the rules regulations and Standard

Operating Procedures etc that the Ministry of Defence / Ministry of Home Affairs, Government of India may have for operating helicopters in this region.

- (e) The pilots and air crews should be as per the DGCA CAR (Civil Aviation Requirements ) / Guidelines of the Ministry of Defence and Ministry of Home Affairs, especially while conducting flight programme in international border areas and the bidder shall comply with 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.
- (f) All field replacement flying and test flying would be considered non-revenue and would be at the cost of Operator and be excluded for the purpose of billing to the State Government
- (g) Provide insurance, medical accommodation, meals and Transport for their pilots and crew.
- (h) Helicopter to be kept in tidy, clean and presentable condition.
- (i) In the event of the successful bidder not being able to render satisfactory services, the State Government may make alternative arrangements at the successful bidder's cost and shall intimate the bidder and obtain the consent of the bidder.
- (j) Bidder shall arrange required infrastructures, spares etc for inspection maintenance of the helicopter at Base station helipad including accommodation and Transport for their personnel at their own cost and accommodate 2 helicopters shall be made available by the State Government on equal share basis with the existing operator already in operation arrangements, if applicable. Limited rooms for office / stores and a big hangar that can accommodate along-with furnishings of rooms including air conditioners, telephone connections, and payment of electricity water charges and telephone bills shall be arranged / borne by the successful bidder. If any person of successful bidder requires additional rooms, same shall be arranged by them outside the helipad at their own cost and arrangements.
- (k) during flight operation at various locations away from the main operating base, light refreshment / lunch etc shall be provided to the pilots / crew by the State Government but cost of same shall be paid by the bidder on monthly bill system.
- (l) The pilots / flight crew shall be subjected to medical check-ups as per Civil Aviation requirements.
- (m) The pilot in command (PIC) must have minimum experience of flying one full monsoon in hilly areas of North East India.
- (n) The 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 / personal of the successful bidder.
- (o) 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 strictly adhere to in letter and spirit and any deviation shall be only with prior approval of DGCA.

- (p) For each and every flight commitment, the successful bidder shall obtain necessary clearances from all concerned authorities including weather briefings.
- (q) There should be sufficient copies of safety manuals in flight for passengers.
- (r) Spare forms for reporting incidents / occurrences should be available with the operating pilots.

## **ROLE OF STATE GOVERNMENT**

- 48.** The State Government, as may be required, will furnish to the operator the programme of the work to be carried out by the Helicopter and will designate to the Operator or its authorized person / pilot the time, the destination / programme of the flight to be used and the extent thereof and will also arrange passenger ticketing / handling, safety, security and maintenance of the helipads for helicopter operation.
- 49.** The State Government shall arrange for ticketing of passengers at all operational locations, arrange safety, security & maintenance of helipads.
- 50.** The State Government shall arrange accommodation and Transport to the Operator's personnel (Pilots & crew only) at its cost whenever they are required to stay out of the Base station overnight in any place inside Meghalaya, for performing operational task of the successful bidder except the cost of meals.
- 51.** Arrangement of light refreshment, lunch at various locations during routine operation of flights to the State Government personnel shall be made but cost of their same shall be paid by the State Government on monthly bill system.
- 52.** The State Government shall provide limited rooms for office store at Base station helipad. A big hangar which can accommodate 2 helicopters shall be made available for parking / housing of the helicopter which shall be allowed on share basis with the existing operator already in service. If any extra rooms are required, the State Government shall facilitate the same outside the Base station which shall be at the Operator's own cost.

## **TERMINATION**

- 53.** Termination **on expiry of the terms:**
  - i. The agreement shall be deemed to have been automatically terminated on the expiry of the initial agreement period and extension thereof, if any.

- ii. The successful bidder shall remove the helicopter from the Base station within 7 (seven) days from the date of expiry of the Agreement.

**54. Termination at the sole discretion of the State Government:**

Notwithstanding anything contained herein, the State Government may, at its sole discretion, terminate the agreement by giving to the successful bidder 45 (forty five) days written notice without assigning any reason whatsoever.

**55. Consequences of Termination:** In all cases of termination here in set forth the obligation of State Government to pay the rates or any other charges shall be limited up to the period till the date of termination.

## **JURISDICTION AND APPLICABLE LAWS**

56. All questions disputes or differences arising under or out of order in connection with this agreement shall be subject to the laws of India and to the exclusive jurisdiction of the Hon'ble High Court of Meghalaya.

## **FORCE MAJEURE**

57. The Force Majeure clause shall be governed by Clause 8.14 of the Manual for procurement of Consultancy & Other Services, 2017, Central Vigilance Commission (CVC) Guidelines, provision of GFR 2017, and Ministry of Finance's Manual for Procurement of Goods, 2017.

58. 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, pandemic, war (declared or undeclared), riots or civil commotion fires floods and acts and regulations of Government of India or any of its authorised agencies. Upon the occurrence of such causes and upon its termination the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within 24 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

59. 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.

60. In the event of force majeure conditions reasonably expected to continue for a period more than 15 days, the State Government shall have the option of terminating this agreement by giving 30 (thirty) days written notice thereof to the other, and if the agreement is terminated the State

Government shall pay to the bidder the amount payable up to the date of such termination.

## **DISPUTE RESOLUTION**

61. The Government of Meghalaya (GoM) and the successful Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 60 days from the commencement of such informal negotiations, the GoM and the successful Bidder are unable to resolve amicably such dispute, the matter will be referred to the Commissioner & Secretary to the Government of Meghalaya, Transport Department, and his /her opinion shall be taken as final and binding on the successful Bidder.
62. If either Party do not comply with the above decision within 30 days or otherwise, the matter shall be referred to civil courts in Shillong only. The laws of India shall be applicable.

## **TECHNICAL BID EVALUATION**

63. Bidder / bid (technical and financial bids) should pass the stipulated requirements as per rejection criteria as specified in this RFP and also to meet the stipulated requirements as per requirements of bidders eligibility criteria in this RFP. The helicopters offered by the bidder should also meet the technical and operational requirements as specified in the tender at clause one requirement and thereafter the financial bids of shortlisted bidders should be evaluated.
64. Bidders whose technical bids are found unqualified, their financial bids shall not be opened and shall be returned in sealed condition.
65. In case of single bidder, the State Government will take the decision as deemed fit.

## **FINANCIAL BID EVALUATION**

66. The bidder shall quote the **fixed monthly charges (A)** and **hourly flying charge rate (B)** for the helicopter in their price proforma mentioned in the tender document. The rate shall be quoted both in figures and words. In case of any differences in the figures and words, the rates quoted in words shall only be accepted irrespective of its difference with the rates mentioned in the figures.

67. The evaluation of the bid shall be done as follows:

Rates quoted for helicopter for minimum committed **35 (thirty-five) hours per month**

Rates in ₹ to be quoted in figures and words separately:

- a) Fixed Monthly Charges for the helicopter **(A)**:  
This may, *inter alia*, include charges related to halting, accommodation and transport of crew.
- b) Rates per Flying Hour\* **(B)**: ₹
- c) Monthly Flying Charge for 35 hours per month **(C)**:  
**C = B X 35**
- d) One time cost of positioning of Helicopter **(D)**:
- e) One time cost of de-positioning of helicopter (after contract termination) **(E)**:
- f) Total Monthly Operational Cost (rupees per month) = **TMOC**  
**TMOC = A + C + D + E**

\*Flying hours means the total time from the moment the Helicopter rotor blade starts running until the moment it finally comes to rest at the end of the flight and the rotor blades are stopped.

Note: All above rates to be quoted inclusive of all taxes including withholding taxes, fuel, duties, levies, charges, costs etc., including freight insurance landing and parking charges at various locations as applicable, positioning and de-positioning charges, but exclusive of GST as may be applicable.

The bidder quoting the lowest total monthly operational cost shall be awarded the work subject to pre-Qualification in the Technical bid.

Financial information to be submitted by bidders

Average annual turnover in aviation business in last **3 years: ₹25,00,00,000/-** (Rupees Twenty Five Crores) or more

Solvency certificate ₹12,00,00,000/- (Rupees Twelve Crores) or more

Net worth as on 31<sup>st</sup> March 2023 ₹10,00,00,000/- (Rupees Ten Crores) or more

**NOTE:**

68. The Solvency certificate will be accepted not older than 6 months from the date of technical bid submission the bidder will have to submit solvency certificate from any nationalised or Scheduled Bank in India for the purpose of ascertaining parameter of turnover of the bidder average turnover of the bidder for the previous consecutive 3 financial years in aviation business to be considered (FY 2022-23, FY 2021-22, and FY 2020-21). The bidder will provide a copy of each audited annual accounts of previous consecutive 3 financial years that is (FY 2022-23, FY 2021-22,

and FY 2020-21) to be submitted with technical bids for ascertaining their turnover.

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.

Submission of solvency certificate under 2 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 the technical bid the following
  - the solvency limit specified in the certificate is not less than ₹12,00,00,000/-
  - The average annual turnover from helicopter operation business of the bidder is equal to or more than ₹25,00,00,000/- net worth as on 31<sup>st</sup> March 2023 must not be less than ₹10,00,00,000/-.

Note: In case the above information is found to be incorrect later on after opening of financial bids then their bids will be rejected, and the bidder will be debarred for next 4 (four) years.

- (b) 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 wet lease hire agreement for quoted Helicopter in addition to the present jobs and planned jobs on hand in the aviation business.

## EMD

69. The Bidder shall submit the **Bid Bond Bank Guarantee (Earnest Money Deposit EMD)** bid bond in original before submitting the Technical bid. It should reach to the corresponding address of the office of Commissioner of Transport Meghalaya, on time. The bid bond shall be for a sum of **₹9,45,000** (Rupees Nine Lakhs Forty Five Thousand only) in the form of an irrevocable bank guarantee issued by any nationalised bank or scheduled bank of India. The **Bid bond shall be kept valid initially for a period of 3 months**. The bid bond which shall be in the form of an irrevocable bank guarantee for the said amount shall specifically bind to the bidder to keep their offer valid for acceptance up to **3 months** and to abide by all the conditions of this RFP.

70. 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 Meghalaya until the bidder furnishes to Government of Meghalaya a **performance bank guarantee of 3% of the**

**Contract Value** towards performance guarantee, valid for **6 months** beyond the date of expiry of initial agreement, and extendable thereafter if any in the event of the bidder becoming the successful bidder.

71. The bid bond in respect of the successful bidder shall be released after receipt of the performance guarantee as in this RFP.
72. The Government of Meghalaya shall reserve the right to forfeit the bid bond amount in the event of following:
- (a) if the tender is withdrawn during the bid validity. Or any extension thereof agreed by the bidder
  - (b) if the tender is varied or modified in a manner not acceptable to the Government of Meghalaya during the validity or agreed extension of the validity or after issue of letter of intent by the Government of Meghalaya and prior to signing of the agreement
  - (c) if the successful bidder seeks modifications to the agreed terms and conditions
  - (d) if the successful bidder fails to sign lease agreement as per letter of intent issued by the State Government/ fails to position the offered helicopter as per stipulated time as per tender condition mentioned in the letter of intent / refuses to satisfactorily carry out or undertake operations at any time of operations for whatsoever reasons till a valid performance bank guarantee is given to the Government of Meghalaya
  - (j) The Government of Meghalaya shall however arrange to release the bid bond in respect of unsuccessful bidders as soon as possible after the decision is taken on the successful bidder.
73. Bids received without bid bonds in technical bid will be rejected outright the original bid bond must reach to the office of the Commissioner of Transport Meghalaya before the opening of the technical bid. Photocopy / fax copy of the bid bond will not be acceptable.
74. Late bids will not be accepted or considered.
75. Rates: The rates quoted by the bidder shall include all taxes, ATF (Aviation Turbine Fuel), levies duties costs etc except GST (Goods and Services Tax) payable to the Government of India, leviable under the agreement including personal tax liabilities of the bidder and their sub-bidders and associates. The GST at the prevailing rate, if applicable shall be paid to the operator by the State Government or Ministry of Home Affairs, Government of India on their bills. The bidder shall therefore confirm this aspect in their bid categorically. The bidder shall also while quoting their rates inclusive of prices in fuel custom duty spares cost etc.

## **AGREEMENT WITH SUCCESSFUL BIDDER**

76. The successful bidder, after receipt of letter of intent (LoI) shall sign a deed of wet lease agreement with the State Government within the stipulated period, before positioning the helicopter, by depositing the



performance bank guarantee (PBG). The Government of Meghalaya shall be at liberty to add any more clause conditions in the subsequent agreement to be signed by the successful bidder.

- 77.** Those bidders having non-scheduled operators permit (NSOP) of DGCA India with helicopter operation business and own / possess the title to the helicopter offered (including the backup helicopter) or have lease agreement with the owner of the helicopter or intending to acquire by long-term lease / outright purchase, on the date of their offer are eligible to quote. Proof of ownership or possession or arrangement for acquisition of the title helicopters such as copy of bidder's non scheduled operators permit (NSOP) with the offered helicopter duly endorsed on its non scheduled operators permit (NSOP) revalidated up to date and / or lease arrangement clearly specifying by the company / owner to provide the helicopter on long term lease or purchase agreement with the manufacturer or dealer / distributor / agent, along with copies of up-to-date air worthiness certificate / fitness certificate / test certificate of competent authority for such lease / purchase helicopter shall be invariably enclosed with technical bid. The lease agreement should also clearly specify that the helicopters in question has not been given / shall not be given to any other party till the stipulated bid validity period is over. For such lease helicopters the successful bidder shall have to obtain certificate of airworthiness, certificate of registration, from DGCA India, before positioning of the helicopters for State Government service and an Undertaking to that effect must be furnished in technical bid. Joint venture and or consortium are not permitted.
- 78.** The bidder must ensure that the offered helicopter will have adequate maintenance support with necessary ground support equipment and spares to sustain the required flying commitments per annum per month, as mentioned in this RFP, during the period of agreement.
- 79.** The bidder shall also confirm that the helicopter will not be required to be exported out of India for maintenance during the agreement period unless for meeting the mandatory requirements by the manufacturer or DGCA rules and regulations.
- 80.** Under this tender for wet lease, the successful bidder shall be responsible for positioning of helicopter at Base station helipad, Guwahati, Assam, and for arrangement of infrastructural facilities for inspection and maintenance of their helicopter with spare parts full, strength of pilots and crew along with their accommodation and transportation, fuel, insurance etc.
- 81.** Bidder must furnish the present location of the offered helicopters and time required for mobilization at Base station.

- 82.** Current / Revalidated copy of Airworthiness Certificate of the helicopter / helicopters (main and backup helicopters) offered must accompany the Technical bid.
- 83.** The Government of Meghalaya will have the right to accept reject or preferred any bid without assigning any reason whatsoever including rejection of lowest quoted bid.
- 84.** The Government of Meghalaya shall not entertain any 3<sup>rd</sup> party involvement in the agreement, nor shall any commission brokerage be allowed to be paid to any 3<sup>rd</sup> party within or outside India.
- 85.** The offered helicopter must comply with all the requirements laid down by DGCA and other any other competent authorities.
- 86.** The offered helicopter must comply with mandatory modifications issued by the manufacturer. Mandatory modifications prescribed by DGCA India and miscellaneous modifications which are applicable must be complied with.
- 87.** The bidders shall provide all documents like non-scheduled operators permit (NSOP), certificate of airworthiness, certificate of registration, issued by DGCA India, Weight schedule or any other documents issued by any competent authorities as required by the Government of Meghalaya, or regulatory authorities in India or any other competent authorities.
- 88.** The selected bidder at the time of positioning of helicopter shall provide all helicopter documents like helicopter 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 Meghalaya.
- 89.** The helicopter will operate under bidder's valid non-scheduled operators permit (NSOP) issued by DGCA India and copy of valid non scheduled operators permit (NSOP) shall be enclosed in the Technical Bid invariably.

## **INDEMNITY**

- 90.** The bidder shall indemnify and bond harmless the State Government and / or its clients from and against all claims, cost, demands, actions, including legal fees and costs, however, arising out of the use of the helicopters (including damage or loss of helicopter and 3<sup>rd</sup> party liability) during the period here in mentioned. Should the State Government in pursuance to this agreement is directed to compensate such amount to any person or persons arising out of the use of the helicopter by any forum, courts and other judicial institutions, the same shall be borne by the successful bidder / lessor and payment made by him. However, the bidder / lessor on failing to pay the same, shall be recovered from his monthly invoices or from the performance guarantee fund as the case may be.

## INSURANCE

91. The bidder shall maintain throughout the period of lease agreement at its own expense, full liability insurance / self-insurance of the helicopter(s). The bidder shall also maintain throughout the period of lease at its own expenses, insurance / self-insurance against war risk and hijacking.

92. The Bidder(s) shall comply with all laws in respect of:

- (a) Workmen's compensation and all other laws in effect with reference to employing, safeguarding insurance and protecting all labourers employed or used by the bidder and shall insured and continue to ensure against 3rd party bodily injury, liability or loss of life on each occurrence as per statutory provisions.
- (b) 3rd party legal liability insurance is to indemnify the Government of Meghalaya 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 helicopter.
- (c) Passenger insurance liability is to indemnify in respect of all sums which shall become legally payable for or for admitted liability as notified by Ministry of Civil Aviation, Government of India, from time to time, per passenger for bodily injury (including death) arising out of Agreement of carriage of any passenger by an occurrence whilst the passenger is in the care custody or Agreement 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) Personal 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 as notified by the Ministry of Civil Aviation from time to time. Each and every claim, but not applicable to claim arising from an accident to the carrying helicopter or any war or related peril reinstated by AVN-52C.
- (e) Combined Single Limit (bodily injury / property damage / baggage as mentioned in this RFP is restricted to Indian ₹50,00,00,000 (Rupees Fifty Crores) or as prescribed by the competent authority for any one occurrence.

## **ANNEXURE-I: PROFORMA LETTER**

PROFORMA TENDER LETTER

(TO BE SUBMITTED WITH TECHNICAL BID)

TO THE COMMISSIONER OF TRANSPORT  
GOVERNMENT OF MEGHALAYA

SUBJECT.....

Dear Sir / Madam,

We the undersigned have considered and complied with the instructions to bidder and have accepted the general terms and conditions stipulated in the tender document for WET LEASE basis for VIP travel with pax seating capacity of 5 to 6 excluding crew and with technical specifications as per DGCA norms in full cognizance and compliance with the efforts and conditions and the regulations of the local government authorities. The undersigned hereby offered to provide the tendered helicopter for which we have tendered. The search work shall be completed in conformity and in accordance with the tender document to the entire satisfaction of your representative or consultant at the prices and schedule of rates to be quoted in our financial bid.

We further confirm and stipulate as follows:

1. Until the final agreement documents are prepared and executed this tender documents together with modifications additions deletions agreed to with the Government of Meghalaya and your return acceptance thereof shall constitute a binding agreement between us upon the terms of this tender of the price schedules accompanying the same.
2. We shall be prepared for the services to provide the service on the location to comments 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 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 heard of 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

1.

2.

## **ANNEXURE-II: BIDDER & HELICOPTER DETAILS**

**(To be submitted with “Technical Bid”)**

**(To be neatly typed in tabular form)**

### **COMPANY BACKGROUND AND HELICOPTER SPECIFICATIONS TO BE SUBMITTED ALONGWITH THE BID**

**TENDER NO..... DATED.....**

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

1. Name of the owner of the helicopter: Proof of possession i.e., registration certificate / lease agreement/purchase agreement to be provided
2. Are you holding operators approval from the regulatory authority, please attach copy:
3. Duration of validity of bid: 6 months
4. Duration of validity of bid bond in standard format:
5. Amount of bid bond:
6. Type of helicopter offered
  - a. Call sign, registration number of the helicopter:
  - b. Year of manufacture, documentary evidence:
  - c. Name of the manufacturer:
7. Passenger seats available excluding pilots, crew and attendant:  
Number of seats offered excluding pilots, crew and attendant:
8. Whether backup helicopter is registered in bidders name proof of position that is registration certificate to be attached
9. Number of flying hours already done on the offered helicopter:
10. Number of flying hours available in next 6 months of the offered helicopter:
11. Date of issue of certificate of airworthiness, attached copy:
12. Date of expiry of certificate of airworthiness:
13. Down time per month (permitted downtime 4 days per month or one day per week):
14. Copy of hull and crew insurance indicating in insurance certificate and validity
15. Last major inspection date time:
16. Engine hours / start cycles:
17. Present Location of the helicopter:
18. Mobilization time required from the present location to Base station:
19. Bidders total fleet of helicopters type with call sign:
20. Total company staff strength

Pilots Indian :  
Pilots foreign national:

Licensed engineers Indian:  
Licensed engineers foreign nationals:

21. Past experience last 5 years indicating onshore operations if any with details of existing operations:
22. licensing details of the pilots engineers in support of their rating category and experience on type of the helicopter at their credit details to be furnished:
23. list of safety navigational communication equipment available on board of the helicopter and other parameters as mentioned in this RFP. Attach separate sheet if required.
24. Fuel details  
Type of fuel in use:  
Standard fuel capacity on board kgs:  
Fuel consumption per hour kg per litre both:
25. Range without reserve in nautical miles
26. Speed of the helicopter in knots with  
VNE (Velocity Never Exceed):  
Max cruising speed:
27. Altitude flying capacity limitation of the offered helicopter
28. Have companies helicopters been involved in any fatal accident details to be furnished here details of other significant accident / incident may also be provided use a separate sheet if required
29. List of existing clients. Use a separate sheet if required
30. Whether the terms and conditions in this RFP are fully acceptable
31. Confirmation regarding provisions of the insurance covered for helicopters passengers and 3<sup>rd</sup> party attached copy of policy certificate as per tender requirement
32. Will total work be handled by bidder:
33. Confirmation that bidder is willing to abide by the requirements laid down by Civil Aviation regulatory authority in India that is DGCA as specified
34. Have bidder's helicopters being involved in any fatal accident previously?  
If yes details to be furnished. Details of other significant accident non-fatal may also be provided, use separate sheet if required.

## **ANNEXURE-III: BID BOND FORMAT**

TO BE PROVIDED WITH TECHNICAL BID

### INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR BID BOND

- a) The bank guarantee should be stamped in accordance with Stamp Act in case the same is issued by a nationalised bank or a scheduled bank in India
- b) The non-judicial stamp paper should be in the name of the issuing bank
- c) The period of 6 (six) months should be available after the expiry of the validity period of the tender or any extension thereof.

### PROFORMA OF BANK GUARANTEE FOR BID BOND

REF. ....

BANK GUARANTEE NO.

DATE:

TO THE COMMISSIONER OF TRANSPORT,  
GOVERNMENT OF MEGHALAYA

Dear Sir(s),

Whereas the Government of Meghalaya having its office at the Law-u-Sib, Sawlad, Shillong, here in after called Government of Meghalaya has floated tender number..... and M/s..... having its registered head office at... herein after called 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 number dated and bidder having agreed to furnish as a condition precedent for participation in tender and unconditional and irrevocable bank guarantee of ₹..... (Rupees .....) only per helicopter for the due performance of bidders obligations as contained in the terms of invitation of bid and others terms and conditions contained in the tender document supplied by the Government of Meghalaya specially the conditions that a bidder shall keep his tender open up to..... 2023 or any extension thereof and shall not withdraw or modify it in a manner not acceptable to the Government of Meghalaya, (b) the builder will execute the agreement if awarded and shall furnish performance bank guarantee in the format prescribed by the Government of Meghalaya within the required time. The bidder has absolutely and unconditionally accepted these conditions. The Government of Meghalaya and the bidder have agreed that the tender documents are and offered made on the required time. The bidder has absolutely and unconditionally accepted these conditions. The Government of Meghalaya 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 the Government of Meghalaya for the period from. to ..... or any extension date of and that the making of the tender itself shall be regarded as an unconditional and absolute



acceptance of the condition contained in the RFP and the tender documents. They have further agreed that the agreement consisting of the RFP documents as the offer and the submission of the tender as the acceptance shall be a separate agreement distinct from the agreement which will come into existence when the tender is finally accepted by the government of Meghalaya. The consideration for this separate initial agreement preceding the main agreement is that the Government of Meghalaya is not agreeable to give the 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 agreement with the Government of Meghalaya promises to consider the tender on this condition and the bidder agrees to keep the tender open further required. The reciprocal promises from the consideration for this separate initial agreement between the parties.

Therefore we..... registered under the laws of..... having head registered office at..... here in after referred to as the bank which expression shall unless repugnant to the context or meaning thereof include all its successors administrators and executors hereby issue this is irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all moneys to the extent of ₹..... only per helicopter at anytime immediately on such demand without any demand reservation be course context or protest and or without any reference to the bidder and any such demand made by the Government of Meghalaya on the bank shall be conclusive and binding notwithstanding any difference between the Government of Meghalaya 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 Meghalaya in writing. This guarantee shall not be determined / discharged / affected by the liquidation, winding of dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

The bank also undertakes that the Government of Meghalaya at its option shall be entitled to enforce this guarantee against the banks of principal debtor in the first instance without proceeding against the bidder.

The Bank further agrees that as between the bank and the Government of Meghalaya for the purpose of this guarantee any notice for the breach of the condition contained in the RFP and other terms and conditions contained in the tender documents as referred above, given to the bank by the government of Meghalaya shall be conclusive and binding on the 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, or in the constitution of Government of Meghalaya or that of the bidder. We also under not to revoke in any case this guarantee during its currency.

The bank agrees with the Government that the Government of Meghalaya 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 Commission or omission on the part of the Government of Meghalaya or for by reason of any such variation or extension for the validity period or indulgence shown by the government of Meghalaya to the set bidder or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision have the effect of so relieving us.

Notwithstanding anything contained herein above our liability under this guarantee is limited to ₹..... only per helicopter in aggregate and it shall remain in full force up to and including ... 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 of this guarantee has been given in which case it shall remain in full force up to and including ... months after the expiry of the 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 .... months from..... or before the expiry of ... months after the expiry of extended period, if any. If no such claim has been received by us within 2... months after the said date / extended date, the rights of Government of Meghalaya under this guarantee will cease subject to provisions of the RFP. However, if such a claim has been received by us within an up to 2 months after the set date / extended date all rights of Government of Meghalaya under this guarantee shall be valid and shall not cease until we have satisfied that claim.

In case Agreement is awarded to the bidder hereinafter referred to a bidder the validity of the bank guarantee will extend automatically for the stipulated value towards performance guarantee for satisfactory performance of the agreement. In case failure to furnish performance bank guarantee in the format prescribed by Government of Meghalaya 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 set date / extended date all the rights of the Government of Meghalaya under the guarantee will cease. However, if such a claim has been received by us within and up to 60 days after the same date extended date all the rights of the government of Meghalaya under this guarantee shall be valid and shall not cease until we have finished that claim.

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 law of country of issue of Guarantee.

We also agree that this Guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts in Shillong Meghalaya.

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

In witness whereof the Bank, through its authorised officers has set its hand and stamp on this the ..... day of..... 20.... at .....

Signature  
FULL NAME IN CAPITAL LETTERS

WITNESS no. 1  
Signature

Full Name and address in Capital letters,  
Designation with Bank Stamp

WITNESS no. 1  
Signature

Full Name and address in Capital letters,

Attorney as per power

No.

Date....

## **ANNEXURE-IV: PBG FORMAT**

TO BE PROVIDED IF TENDER IS AWARDED

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

THE NON-JUDICIAL STAMP PAPER SHOULD BE IN THE NAME OF THE ISSUING BANK

REF NO.

BANK GUARANTEE NO.

TO  
THE COMMISSIONER OF TRANSPORT  
GOVERNMENT OF MEGHALAYA

Dear Sir,

1. In consideration of Government of Meghalaya Transport Department here in after effect of Government of Meghalaya which express in shall on this repugnant to the context or meaning thereof include all its successors administrators executives and assigns and having entered into agreement dated hereinafter referred to as agreement 12 amendments there too with Ms .....having is registered head office at here in after effort towards the bidder which expression unless republican to the context or meaning thereof shall include all its successors administrators executors and assigns and the agreement having been unequivocally accepted by the bidders resulting in agreement wearing number dated value that rupees only words or is scope of work in Government of Meghalaya having agreed that the builder sell furnished to the government of Meghalaya performance bank guarantee for faithful performance of the entire agreement to the extent of ₹...../- (Rupees .....) only name of bank..... having its registered office at here in after effort towards the bank which expression shall unless repugnant to the context meaning thereof includes all its successors, administrators, executors and assigns do hereby guarantee and undertake to pay immediately on first demand in writing in rupees as any and all moneys to the extent of rupees in words in aggregate at anytime without any dinner reservation or resources contest or protest and without any reference to the better. any such demand made by the Government of Meghalaya and bigger or any dispute pending before any court tribunal arbitrator or any other authority we agree that they guarantee here in contents shall be irrevocable and shall continue to be enforceable till it is discharged by the Government of Meghalaya in writing.
2. The Government of Meghalaya shall have the fullest liberty without affecting in any way the liability of the bank and this guarantee from time

to time to extend the time for performance of the agreement by the bidder or vary the terms of the agreement. the comment of Meghalaya shall have the fullest liberty without affecting this guarantee to postpone from time to time to exercise the power vested in them or any rights which they might have against the bidder and to exercise the same at any time any manner and either to enforce or to forbid to enforce any conference content or implied in the agreement between the Government of Meghalaya and the bidder or any other course or security available to the Government of Meghalaya. the bank shall not be released of its obligation under these presents by any exercise by Government of Meghalaya of its liberty with reference to meters efforts it of any of them or by reason or any other act of forbearance of other acts of omission and Commission on the part of the government or any other indulgence shown by Government of Meghalaya or by any other matter or thing whatsoever which would but for this provision have the effect of releasing the bank. The bank undertakes that increase the period of the agreement is extended beyond the initial period of agreement it shall extend the bank guarantee for another period of up to.... years on return instruction from the government of Meghalaya / bidder.

3. The bank also agrees that the Government of Meghalaya at its option shall be entitled to enforce this guarantee against the bank as a principal debtor in the first instance without resetting against the better notwithstanding any security or other guarantee that government may have in relation to the biggest liability.
4. The bank for the agrees that the guarantee here in contents shall remain in full force during the period that is taken for the performance of the agreement that is complete positioning of the material equipment as the same is a condition for supply agreement and all the dues of the Government of Meghalaya under or by virtue of this agreement have been fully paid and its claim satisfied or discharge or till Government of Meghalaya discharges this guarantee in writing.
5. We further agree that as between us and the government of Meghalaya for the purpose of this guarantee any notice given to us by the government of Meghalaya that the money is payable by the bidder and any amount claimed in such notice by the government will be conclusive and binding ones not withstanding in difference between government and the bidder on any dispute pending before any court tribunal arbitrator or any other authority. we for the agree that this guarantee shall not be affected discharge by any change in our constitution and the constitution of the commitment that of the bidder. we also have to take not to reboot this guarantee during its currency this guarantee shall not be determined discharge affected by the liquidation winding of dissolution or insolvency of the bidder and shall remain valid binding and operative against the bank.

6. Notwithstanding anything contained herein above our liability under this guarantee is limited to rupees only in aggregate and it shall remain in full force up to and including 120 days after indicating the date of expiry of bank guarantee unless extended further from time to time for such. As may be instructed in writing by the government of Meghalaya up to a period of 6 months in which case itself remain in full force upto and including 60 days after expiry of the extended. Any claim under this guarantee must be received by us before the expiry of 60 days after the set date extended date whichever is later. if no such claims have been received by hours within 60 days after the set extended date right of the government of Meghalaya under this guarantee will cease. However, it is such a claim has been received by years within an up to 60 days after they said extended date all the rights of the Government of India shall not cease until we have satisfied that claim.
7. The bank confirms that this guarantee has been issued with the approval of the appropriate exchange control authorities and other authorities as required in indicate the name of the country and of issue of this guarantee has also agree that this guarantee shall be governed a constituted in confidence with Indian laws and subject to the exclusive jurisdiction of the courts in Shillong Meghalaya this is applicable where other party is a foreign party

dated this.... The ..... day of ..... 20....

-----  
Signature

Full Name and Official Address  
In CAPITAL LETTERS

DESIGNATION with BANK STAMP

Attorney as per Power no. ....  
Full name and Official address in capital letters

Dated:

Witness no., 1

Signature

Full name  
In capital letters

Official address

Witness no. 2

Full name  
In capital letters

Official address

## ANNEXURE-V: FINANCIAL BID

TENDER DOCUMENT FOR WET LEASE OF ONE TWIN-ENGINE HELICOPTER

TENDER NO.

DATED.....

SCHEDULE OF FIXED & 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 helicopter \_\_\_\_\_

Rates quoted for helicopter for minimum committed **35 (thirty-five) hours per month.**

Rates in ₹ to be quoted in figures and words separately:

- g) Fixed Monthly Charges for the helicopter **(A)**:  
This may, *inter alia*, include charges related to halting, accommodation and transport of crew.
- h) Rates per Flying Hour\* **(B)**: ₹
- i) Monthly Flying Charge for 35 hours per month **(C)**:  
**C = B X 35**
- j) One time cost of positioning of Helicopter **(D)**:
- k) One time cost of de-positioning of helicopter (after contract termination) **(E)**:
- l) Total Monthly Operational Cost (rupees per month) = **TMOC**  
**TMOC = A + C + D + E**

\*Flying hours means the total time from the moment the Helicopter rotor blade starts running until the moment it finally comes to rest at the end of the flight and the rotor blades are stopped.

Note: All above rates to be quoted inclusive of all taxes including withholding taxes, fuel, duties, levies, charges, costs etc., including freight insurance landing and parking charges at various locations as applicable, positioning and de-positioning charges, but exclusive of GST as may be applicable.

The bidder quoting the lowest total monthly operational cost shall be awarded the work subject to pre-Qualification in the Technical bid.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

\*\*\*\*\*