

**Government of West Bengal
Transport Department
Flying Training Institute
New Secretariat Building
Block – ‘A’; 5th floor, Room no 21 & 22
1, Kiran Sankar Roy Road
Kolkata-700 001**

Date: 11/08/2018

Tender Ref No: 268 / FTI – 11 / 2018

NOTICE INVITING ELECTRONIC TENDER NO. – 268 / FTI – 11 / 2018 dated 11.08.2018 OF
THE TRANSPORT DEPARTMENT, GOVERNMENT OF WEST BENGAL

The Transport Department, Government of West Bengal on behalf of the Governor of West Bengal invites e-tender for the work detailed in the table below following the salient terms and conditions of contract as stated below.

Name of Work	Earnest Money	Tenure of Contract
Wet lease of one (01) Twin Engine Helicopter (Air-conditioned and for VIP use)– Seating capacity should be at least 8 (eight) passengers excluding requisite crew members with VIP configuration in club type seating	Rs.10,00,000/– (Ten Lakhs Only)	Three (03) Years further extendable to one more year with mutual consent Subject to renewal / termination because of non-performance

E-tender under “Combined Quality cum Cost Based System” for hiring the following type of Helicopter on Wet Lease for assured flight time of 45 hours per month. Interested NSOP (Non-Scheduled Operators Permit) operators are requested to submit their proposal along with details of credentials, eligibility and previous experiences in operating air services.

1. Twin Engine Helicopter (Air-conditioned and for VIP use) – Seating capacity should be at least 8 passengers excluding requisite crew with VIP configuration in club type seating. The Helicopter must be equipped with latest avionics system, EGPWS, CVFDR, ADS-B out, GAGAN compatibility, Weather Rader, ILS, IFR, Air-conditioned with Dual mode transponders, 4 AXIS Autopilot and GPS with type rated IFR Pilots. The aircraft should be capable of flying with at least 8 (eight) passengers excluding requisite crew members in temperature of 45° (45 degree) Celsius for a minimum range of 200 Kms.
2. The Helicopter must be certified airworthy by DGCA (Director General of civil aviation) India. The helicopter offered should not be of more than 10 years since date of manufacturing and it should meet all existing requirements of DGCA, India for VIP operations. If the interior is not found suitable for VIP use, the operator will have to get it refurbished to suit use by VIP. The operator will have to do the approved refurbishment of the interiors of aircraft in case they are in poor condition.

3. It will be the sole responsibility of the operator to liaise and fulfil all regulatory formalities with BCAS/DGCA/State, local and other authorities pertaining to operation of flights. In case of breach or non-compliance, the State Government will not be responsible to resolve regulatory matters and it shall be the sole responsibility of the Aircraft operator to resolve matters with the regulatory authorities. In case of non-compliance with Indian laws and regulations the contract will be cancelled with immediate effect.
4. The bidder shall also ensure that the operations are conducted in a professional manner by deploying requisite staff at each location. Such staff will undertake the process of check in and ground handling of flights at each location apart from regular flight operation work. The bidder as **an entity should either be a proprietor / partnership firm / a company registered under company at 2013 or its earlier version and** must be currently in the business of operating helicopter services under valid NSOP. **Consortiums are not allowed for bidding.**
5. The bidder shall provide proof of undertaking NSOP operations in the last one year, detailing the number of hours of charters provided, the clients to which the charter was provided and the proof of data being submitted to DGCA. Details should also include the aircraft registration used for the charter operations. The operator should have cumulative turnover of over Rs. twenty (20) Crores from last three financial years.
6. The Service provider should be capable of providing a backup helicopter with almost similar configuration during major maintenance or at any time when the original helicopter goes unserviceable without any additional cost. The service provider should be able to provide the backup helicopter having similar configuration when the original helicopter is grounded or not available for operation for a period of two consecutive days or more. For non-availability of such back up helicopter within 24 hours, a penalty of 5% of monthly rental for every day of delay will be imposed, with an upper capping limit of 1.25 times of monthly contract value for a period of 25 to 30 days. For calculation of penalty beyond every 30 days of such non-availability of helicopter, beginning of a fresh month will be considered with 5% of monthly rental for every day of delay thereof till upper capping limit is reached again. **In case of non-availability of helicopter more than twice a month and / or more than 04 times in a quarter it will be treated as breach of minimum service level and Government will have option to terminate the contract.**
7. The sectors of operations will be defined as per instructions and needs from the Government of West Bengal and can be amended from time to time and notified to the operator. Helicopter will be utilised as per guidelines from Transport Department, Government of West Bengal and will be communicated to the operator(s) from time to time. The minimum utilisation (including retained waiting and guarantee related thereto) of Helicopter in a month will stand at 45 (forty five) hours.
8. **Performance Guarantee:** The successful bidder has to submit a performance guarantee of INR Twenty Five Lakhs (Rs.25, 00,000/-) only, at the time of signing the agreement, in the form of Performance Bank Guarantee, which should be payable at Kolkata from a Scheduled Commercial Bank, and valid for six (06) months. Format of Performance Bank Guarantee is attached as **Annexure 'A'**. In case of operator not being able to meet the requirements of the state government for operations of Aircraft due to any reason but force majeure (an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption, etc.), the performance guarantee will be forfeited and agreement will be annulled.

9. The aircraft and crew as appointed to operate should be technically qualified to undertake night operations also. Both the pilots and Operating crew, if applicable, should meet the specifications of DGCA for Flying VIPs like Honourable Governor and Honourable Chief Minister.
10. For the purpose of this contract, the air transport services undertaken as part of this contract shall be considered as charter operations on hire by the Transport Department, Government of West Bengal. Under this charter contract, Transport Department, Government of West Bengal may further engage a competent management agency.
11. State Government also wants that when the aircraft is operating on a predefined route, the seats should be sold by the operator (or the management agency) to general public so that the services can be put to larger public use. Government will notify the operator where it intends to open this facility and also the indicative price to operator.
 - a. The operator will have to organise infrastructure to conduct sale of tickets through physical outlets at operating airports and electronic platform (option of online ticketing along with payment gateway is a must) within 3 (three) months of signing of contract. Issuance of tickets shall be governed by the guidelines as laid down by the State Government. This infrastructure may include an online platform to sell tickets that also allow refund and rebooking as well as offer details about operations.
 - b. This has to be supported by physical infrastructure to sale and service tickets at airport with airport counters at the notified operating airports. It should be also supported by telephone call centre to facilitate information, sales and services for the passengers who want to avail such service.
12. **Tenure of contract:** The contract shall be for a tenure of 3 (three) years. Based on response and expansion plans the tenure may be extended for one more year after mutual discussions. However, in case of any non-performance / lack of performance, Government of West Bengal reserves the right to cancel the contract with one (1) months' notice without any further intimation. The decision of the Government of West Bengal will be final and binding in this regard.
13. Support from State Government: All Airport related levies would be reimbursed on actual basis by the State Government to the operator. The State Government will extend lateral support at local Airports regarding Fire, Ambulance and Security services.
14. The bidder will have to submit the Technical Bids with all supporting papers and financial bid as per the format provided. The response should include details on following:
 - a. Earnest money equivalent to sum of Rs.10, 00,000.00 (Rupees ten lakhs) only through online mode in favour of "West Bengal Transport Infrastructure Development Corporation Limited".
 - b. Details of the Helicopter (Model, Year of manufacture, Total operated hours, etc.)
 - c. Details and documents regarding ownership of the Aircraft and NSOP certificate. The aircraft has to be enrolled on the NSOP of the bidder. In case a brand new helicopter is proposed then purchase/ lease agreement shall be submitted in the technical bid.

- d. The brochure of the aircraft as provided by Manufacturer for Technical details of Aircraft on seating configuration distinguishing crew and passenger seating capacity, weight and runway requirements.
 - e. Photographs of interiors and exteriors should be provided.
 - f. Copy of the Operating Licence.
 - g. Certificate of Airworthiness of aircraft from DGCA, India.
 - h. Incorporation Certificate, Last three years Profit and Loss statement & Income tax return assessment order to establish cumulative turnover in last three financial years.
15. The utilisation time shall be calculated from chocks off to chocks on only. Bid should be submitted in the prescribed format provided as per e-tender norms. The cost is to be quoted excluding applicable GST. The cost should not include Airport charges and taxes as same will be reimbursed on actual basis.
16. In the event of e-Filing intending bidder may download the tender document from the website directly by the help of his Digital Signature Certificate & submit with necessary earnest money through online mode. (Details of which has been narrated in “Instructions to Bidders” i.e. Section-A). Where an individual person holds a digital signature certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorisation in his favour, by the company or firm.
17. Necessary earnest money will be deposited by the bidder electronically online through net banking enabled bank account, maintained at any bank, or by generating NEFT / RTGS challan from the e-tender portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate. Intending bidder who wants to transfer EMD through NEFT / RTGS must read the instruction of the challan generated from e-procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD.

Refund of earnest money:

- i) The EMD of unqualified / unsuccessful bidders will revert to the respective bidder’s account immediately without any manual intervention following the same path in which the EMD was transferred from the bidder’s bank account to the pooling account electronically.
 - ii) The EMD of successful bidder will revert to the bidder’s account immediately after submission of valid performance bank guarantee and signing of agreement between the successful bidder and Transport Department, Government of West Bengal, without any manual intervention following the same path in which the EMD was transferred from the bidder’s bank account to the pooling account electronically.
18. Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website <https://wbtenders.gov.in>
Tender documents may be downloaded from website & submission of Technical Bid/Financial Bid as per the Date/Time Schedule stated in Sl. No. 21 of this NIT. The documents submitted by the bidders should be properly indexed & self-attested with seal.

19. The tender will be evaluated on Combined Quality cum Cost Based System (CQCCBS), whereby 40% (20% on age of aircraft and 20 % on passenger capacity) weightage will be given to technical evaluation and 60% weightage will be given to financial evaluation. The process is outlined in the chapter on evaluation process.
20. If the successful bidder does not provide the required service / does not sign the agreement as per clause 11a of “SECTION – A: INSTRUCTIONS TO BIDDERS”, his deposited earnest money will stand to be forfeited.
21. Date & Time Schedule:
- | | | | |
|--|---|----------------------|---------|
| a. Date of Publishing NIT & Tender Documents | – | 13/10/2018 | |
| b. Document download Start Date | – | 13/10/2018 | 9:00 am |
| c. Pre–Bid meeting | – | 29/10/2018 | 2:00 pm |
| d. Start Date of uploading of bid document | – | 31/10/2018 | 1:00 pm |
| e. End Date for uploading of bid document | – | 14/11/2018 | 1:00 pm |
| f. Date of opening of Technical Bid | – | 16/11/2018 | 1:00 pm |
| g. Date of opening of Financial Bid | – | To be notified later | |
22. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the authority. The Transport Department, Government of West Bengal, reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at any stage of Bidding.
23. No Conditional/ Incomplete Bid/ Tender will be accepted under any circumstances.
24. The helicopter should be made available within 15 days from date of intimation to successful bidder for inspection by State Government at FTI Behala. Inspection of helicopter by State Government will be carried out after selection of the successful bidder but before issuance of Letter of Award (LOA).
25. The Transport Department, Government of West Bengal, reserves the right to cancel the N.I.T. due to unavoidable or unforeseen circumstances and no claim in this respect will be entertained. At any stage of bidding or even after award of contract if any inadvertent typographical mistake is found in the item rate of BOQ or any other tender document, the same will be corrected as to conform to the Technically Sanctioned document as the case may be.
26. During scrutiny or at any stage of bidding or even after award of contract, if it comes to the notice of tender inviting authority that the credentials or any other papers found incorrect/manufactured/fabricated, that bid will be considered as non–responsive and outrightly rejected with forfeiture of Earnest Money and other action will be initiated as per Rules in force.
27. Before issuance of the work order, the tender accepting authority may verify physically the credentials & other documents of the lowest bidder. After verification, if it is found that the documents submitted by the lowest bidder is either manufactured or false, the work order will not be issued in favour of the bidder under any circumstances and action will be taken as per Rules in force besides forfeiture of Earnest Money.

28. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in all cases.
29. Bid validity period will be for 90 (ninety) days from the end date for uploading of the bid document.
30. The successful bidder should be able to start the operation within 30 days of signing of agreement.
31. The successful bidder shall enter into an agreement with the state government. The draft agreement is also enclosed with the bid document.
32. **Debarment / Ineligibility Clause:** The tenderer must have not been barred by Government of India or any State Government from participating in any tender process during the last two financial years. A declaration to this effect should be made in the tender documents submitted by the bidder.
33. **Conflict of Interest:** A tenderer shall not have a conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if:
- (a) they have controlling partners in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have same legal representative for purpose of this tender; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another tenderer, or influence the decisions of the NIT authority regarding this tendering process.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NIT authority, or that may reasonable be perceived as having this effect. If the Bidder fails to disclose said situations and if the NIT authority comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

34. A pre-bid conference will be held on 29/10/2018 at 1.00 P.M. in the conference room of Director, Flying Training Institute, Transport Department, Government of West Bengal, New Secretariat Building, 5th floor, Room no. 21 & 22, 1, Kiran Sankar Roy Road, Kolkata-700 001.

Sd/-
(D.K GUPTA)
Director, FTI
&
Special Secretary

Guidelines to bidders on Bid process & evaluation
Combined Quality cum Cost Based System (CQCCBS)

The process of evaluation will be carried out in three stages. A single step two envelop bidding process will be used for evaluation. Under this process the technical proposal will be opened and evaluated prior opening and evaluating the financial proposal. The evaluation will follow the steps outlined herewith.

Stage I : General examination – Evaluation of pre-qualification

Stage II: Examination of shortlisted technical proposals – weightage 40%

Stage III: Examination of financial bids – Weightage 60%

Stage I: Whether the pre-qualification proposal submitted by bidder is substantially responsive, failing which the bid will be rejected, the minimum requirements are:

1. Earnest Money Deposit of Rs.10, 00,000/- (Ten Lakhs) only.
2. Helicopter offered should be Twin Engine, Air-conditioned, for VIP use with capacity of at least 8 passengers excluding requisite crew in VIP configuration (club type) and operable in 45° (45 degree) Celsius temperature in State of West Bengal with endurance of 2 hours minimum.
3. The Aircraft should be registered in India with certificate of airworthiness from DGCA, India.
4. The bidder has licence to operate from DGCA under its own name.
5. Minimum cumulative turnover of Rs.20 Crores in last three financial years.
6. Qualified crew to undertake VIP flight operations as per DGCA standards.
7. Ownership of aircraft or a binding agreement with owner to use the aircraft.

After completion of prefatory scrutiny by Transport Department, Government of West Bengal, the technically valid proposals will be sent to technical committee. The technical committee will decide which deviations or reservations identified at this point are material and therefore which proposals should be declared as substantially non responsive. It can be rejected and cannot be made responsive by correction or withdrawal of non-confirming deviations or reservations. At the end of stage, the committee will agree on:

- The proposals that should not be considered.
- Any clarification that should be requested from qualified bidders.
- The proposals submitted by non-substantially responsive bidders or found to be non-qualified bidders will be rejected and the bidders will be informed. Such bids will be returned including unopened financial bid.

Stage II: Evaluation of influencing Technical parameters:

In the stage II technical bids of qualified bidders will be evaluated for completeness of technical proposal and clarifications if any, shall be sought from respective bidders. Bidders may be provided opportunity to revise their technical proposal to meet the functional requirements of the Transport Department and all bidders will be given equal chance to make necessary amendments within a week from notification. The Transport Department will evaluate if the Technical bid is complete in all respect and includes all components as per tender document. The technically qualified bidders will be informed and their financial bids will be opened.

In terms of suitability of aircraft two very important factors are **Age of helicopter** and Capacity measured by **number of passengers that can be flown**. Since this aircraft will be used for VIP as well as general public it is deemed that these two parameters will be important in terms of safety and certainty of Flight operations. **Technical evaluation parameters to be measured will be Age of**

aircraft and number of passengers that can be flown. The points will be measured in relation to best offer received. Attached is an example of calculation in a three bid case for both parameters:

Example of quantifying parameter – “Age of aircraft” with 20% weightage

Bidder	Age of aircraft	Lowest Age / Bid Aircraft Age	Points (T ^A)
1	5 years	(05/05) x 100	100.00
2	8years	(05/08) x 100	62.50
3	10years	(05/10) x 100	50.00

Example of quantifying parameter – “Number of Passengers that can be flown” with 20% weightage

Bidder	Number of Passengers that can be flown	Bid Capacity / Highest Capacity	Points (T ^N)
1	08	(08/12) x 100	66.66
2	10	(10/12) x 100	83.33
3	12	(12/12) x 100	100.00

Stage III: Financial bid:

The financial bid will be based on Cost per hour usage with a minimum 45 hour usage Guarantee from the Government of West Bengal per month. The bid will be excluding taxes & the airport charges, which will be reimbursed on actual basis.

The evaluation of Bid will be done using the following method:

$$(P^l / P^c) \times 100 \times 0.60 + (T^A \times 0.20 + T^N \times 0.20)$$

P ^l	=	Lowest Price bid
P ^c	=	Current price bid tendered
T ^A	=	Technical score on Age of aircraft
T ^N	=	Technical score Number of Passengers

The bidder with highest Joint Score will be declared as preferred bidder. **In case of there being a tie between two proposals, the situation will be resolved with support of higher score of technical bid.** The Transport Department, Government of West Bengal will promptly notify the preferred bidder through Letter of Award (LoA) that its proposal has been accepted. The Department reserves the right to summarily accept or reject any or all proposals without assigning any reason including annulment of bidding process at any time prior execution of concession agreement, without any liability obligation for such acceptance, rejection or annulment.

General Guidance for e-Tendering**SECTION – A: INSTRUCTIONS TO BIDDERS**

Instructions/ Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor: Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in>
The contractor is to click on the link for e-Tendering site as given on the web portal.
2. Digital Signature certificate (DSC): Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
4. General process of tender submission: Tenders are to be submitted online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned and duly Digitally Signed. The documents will get encrypted (transformed into non readable formats). Documents only in pdf format are to be submitted. Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorisation in his favour, by the rest of the Directors of such company or the partners of such firm, upload such tender.
5. Tender Committee (TC): Tender Committee constituted by Transport Department, Government of West Bengal will function as Tender Committee for determining technically qualified bidders.
 - a) Opening of Technical Bid: Technical bid will be opened by Director, Flying Training Institute, Transport Department, Government of West Bengal electronically from the web site.
 - b) Cover (folder) statutory documents (vide Cl. No. A.9.a) will be opened first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – A.9.b) will be opened. If there is any deficiency in the statutory documents the tender will be summarily rejected.
 - c) Decrypted (transformed in to readable formats) documents of the statutory and non-statutory covers will be downloaded & handed over to the tender evolution committee.
 - d) Summary list of technically qualified bidders will be uploaded.
 - e) Pursuant to scrutiny & decision of the Tender committee the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
 - f) During evaluation, the Tender Committee may summon any of the bidders & seek clarification/ information or seek additional documents or original hard copy of any of

the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

6. Penalty for suppression / distortion of facts: Submission of false document by bidder is strictly prohibited & if found bid will be considered as non-responsive and outrightly rejected with forfeiture of Earnest Money and action may be referred to the appropriate authority for prosecution as per relevant Rules in force.
7. **Rejection of Bid:** The tender inviting authority reserves the right to accept or reject any Bid and/ or to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder/ Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action from tender inviting authority.
8. Opening of Financial Bid: Financial Bid will be opened by Director, Flying Training Institute, Transport Department, Government of West Bengal along with other authorized representative electronically.
9. Technical Bid: The Technical Bid should contain scanned copies of the following two covers (folders).
 - a. Statutory Cover Containing:
 - i. Documents towards Earnest Money.
 - ii. NIT [with All Corrigendum and addendum, if any. Download & upload the same Digitally Signed].
 - iii. TECHNICAL DOCUMENTS (as stated in Clause 14 of main tender document)
 - iv. Pre-qualification Application (Application for the Work N.I.T. No. Sl. No.) (SEC-B, FORM-I) [Download & upload the same Digitally Signed].

Download & upload the same Digitally Signed except quoting rate, which will only be in encrypted form in the B.O.Q. under Financial Bid. In case of quoting any rate in tender document the tender will be liable to be summarily rejected.

- b. Non – Statutory Cover Containing (scanned copy)
 - i. Pan Card, Latest ITR, GST Registration Certificate.
 - ii. Registration Certificate under Company Act. (If any).
 - iii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
 - iv. Power of Attorney (For Partnership Firm/ Company,).
 - v. All original Credential Certificates.

Failure of submission of any of the above mentioned documents (as stated under clause 5) will render the tender liable to be summarily rejected for both Statutory & Non Statutory Cover (Non Sensitive Documents).

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER:

Certificates:

1. GST registration.
2. PAN card copy.
3. Trade licence for proprietor or Trade Licence and Deed for Partnership firm or Incorporation certificate for ltd Company & Power of Signatory Authority for company.
4. Certificates for eligibility in this tender.

Note: Click the check boxes beside the necessary documents in the My Document list and then click the tab 'Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

10. **Financial proposal:** The financial proposal should contain the following documents in one cover (folder) i.e. Item rate of Bill of Quantities (BoQ). The bidders shall quote their rate in enclosed format online through computer in the space marked for quoting rate in the BoQ. Quoting rate in any other form or in any other document will render the tender liable to be summarily rejected.

Note: Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

11. Award of Contract:

- a) The Bidder, whose Bid has been accepted will be notified by the Tender Inviting Authority. The notification of award will constitute the formation of the Contract. The Agreement in tender document with incorporation of all the required documents, i.e., NIT including all its agenda & corrigendum, Section- A (Instruction to Bidders), Section – B(Form-I) and Financial Offer on item rate of Bill of Quantities (BoQ) will be executed between the Tender Inviting Authority and the successful Bidder within 15 (fifteen) days of award of contract and within 30 (thirty) days of signing of agreement the helicopter has to be placed in FTI.
- b) The Tender Accepting Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and may declare the firm ineligible, either indefinitely or for stated period of time, for awarding contract by the Director, FTI, Government of West Bengal.
- c) In this contract, there is no provision of Price escalation / Price adjustment and Price preference for the period of contract.

Sd/-
(D.K GUPTA)
Director, FTI
&
Special Secretary

SECTION – B: FORM –I: B.1. PRE–QUALIFICATION (Application on Letterhead)

To
Transport Department,
Room 20, New Secretariat Building,
1, Kiran Sankar Roy Road,
Kolkata – 700001

Ref: –Tender for _____ (Name of work)
e–N.I.T. No.:– _____ (Sl. No. _____) of 2018–19 of Transport Department,
Government of West Bengal.

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIT documents along with its Agenda & corrigendum, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of _____ in the
capacity _____ duly
authorised to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith. We are interested in bidding for the work(s) given in Enclosure to this letter & we understand that, tender Inviting & Accepting Authority:

- A. Can amend the scope & value of the contract bid under this project.
- B. And Reserve the right to reject any application without assigning any reason.

Enclosure: – e–Filling: –

- 1. Statutory Documents
- 2. Non-Statutory Documents

Date: –

Signature of the bidder including title and capacity in which application is made

N.B: – THIS APPLICATION MUST BE MADE IN THE LETTER HEAD OF THE FIRM CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER OF THE FIRM.

FORMAT OF PERFORMANCE BANK GUARANTEE OF THE LESSOR

Bank Guarantee No.:

Dated: _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(Hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Transport Department, Government of West Bengal

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

Performance during the Term of the Agreement in respect of the Deed of Wet Lease Agreement (hereinafter referred to as the "Agreement") to be executed between the Transport Department, Government of West Bengal ("hereinafter referred to as the "LESSEE") and _____ (herein after referred to as the "LESSOR") for providing of services by the LESSOR of one Twin Engine Helicopter (details as mentioned in tender document) duly certified by the Directorate General of Civil Aviation (DGCA), Government of India to the LESSEE (hereinafter referred to as the "Services"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. "Performance Bank Guarantee" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and the LESSEE and is not dependent upon execution or performance of any Agreement between LESSEE and _____ (name of the LESSOR).

Operative part of the Bank Guarantee:

1. At the request of the LESSOR, we _____, _____ (name and address of the bank), hereinafter referred to as the "Bank", do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the LESSEE i.e. the beneficiary on behalf of the LESSOR, to pay a total sum of INR Twenty Five Lakhs (Rs.25, 00,000/-) only, such sum being payable by us to LESSEE immediately upon receipt of first written demand from the LESSEE.
2. We also undertake and affirm that we as _____ branch of _____ Bank has the power to issue such Bank Guarantee.
3. We unconditionally and irrevocably undertake to pay to the LESSEE on an immediate basis, upon receipt of first written demand from the LESSEE and without any cavil or argument or delaying tactics or reference by us to LESSOR and without any need for the LESSEE to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the LESSOR or to show grounds or reasons for the demand or the sum specified therein, i.e., total sum of INR Twenty Five Lakhs (Rs.25, 00,000/-).

4. We hereby waive the necessity of the LESSEE demanding the said amount from LESSOR prior to serving the Demand Notice upon us. We also agree and affirm that the Bank guarantee may be enforced by the LESSEE without prior permission from LESSOR.
5. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the LESSEE that the LESSEE shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by LESSOR, which are recoverable by the LESSEE by invocation of this Guarantee.
6. This Guarantee will not be discharged due to the change in constitution of the Bank or the LESSOR. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the LESSEE.
7. We unconditionally and irrevocably undertake to pay to the LESSEE, total sum of INR Twenty Five Lakhs (Rs.25, 00,000/-) only, notwithstanding any dispute or disputes raised by LESSOR or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the LESSEE, shall be a valid discharge of our liability for payment under this Guarantee and the LESSOR shall have no claim against us for making such payment.
8. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid for six (06) months.
9. **Notwithstanding anything contained herein** our liability under this Bank Guarantee shall not exceed total sum of INR Twenty-Five Lakhs (Rs.25, 00,000/-) only.
10. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.
11. We are liable to pay the guaranteed amount under this unconditional and irrevocable Bank Guarantee only and only if the LESSEE serves upon us a written claim or demand on or before _____.

Date:

for
(Name of the Bank)

Signature

(Name and Designation of the officer)

Code no.

(Name of the Bank and Branch)

DEED OF WET LEASE AGREEMENT

THIS DEED OF WET LEASE AGREEMENT is hereby executed on this ___ day of _____ 2018 by and between Transport Department, Government of West Bengal represented by the Director, Flying Training Institute, Transport Department, Govt of West Bengal (hereinafter referred to as the "LESSEE" which expression shall include its successors and assigns) of the FIRST PART

AND

-----, (hereinafter referred to as the "LESSOR" which expression unless repugnant to the context shall include its successors and assigns) of the SECOND PART.

WHEREAS the Transport Department, Government of West Bengal (Lessee)intended hiring-in of one Twin Engine (more than 8 seats, excluding Pilot and Crew) air-conditioned helicopter for VIP operations and for ferrying of Passengers etc., to be operated for the Govt of West Bengal.

_____. (Lessor) owns a Fleet of the said Helicopters and qualified as the lowest bidder in the tender process floated by Transport department (**N.I.T. NO: -** _____), is willing to lease the said Helicopter to Government of West Bengal on the following mutually agreed terms and conditions herein contained.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

- 1.1. This Agreement shall come into effect from the effective date i.e. from _____ for contractual service of West Bengal Government.
- 1.2. Lessor shall provide the helicopter instrumented for flights as required with current valid Certificate of Airworthiness from DGCA, India with necessary spare parts, equipments, crew and personnel for exclusive use by the Govt. of West Bengal in its operations in India as agreed between the parties.
- 1.3. The Lessor shall facilitate the Lessee minimum utilization of the Helicopter @ **45 hours per month.**

2. INTERPRETATION

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

- a. "Base station" means Behala Flying Institute- the place from where the helicopter shall normally be operated, managed, maintained, parked and stationed.
- b. "Lessor's Representative" means person or persons duly authorized by _____ as the Lessor designates having authority to act on behalf of the Lessor.
- c. "Area of Operation" means within the State of West Bengal and other states of India sharing border with the state of West Bengal.
- d. "Period of Contract" means the period beginning from the Effective Date and ending within up to 3 (three) years and extension thereof, if any. The Effective Date counted on Gregorian calendar basis.

- e. "Month" means the calendar month by the Gregorian calendar.
- f. "Out Station" means any station other than the Base station.
- g. "Party" or "Parties" means party or parties to the contract.
- h. "Scheduled/Unscheduled Maintenance" means maintenance required for helicopter as per DGCA's regulations and as prescribed by manufacturer and defect rectification etc.
- i. "Regulatory Authority" means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- j. "Watch Hours" means the time notified by the Airport Authority of India from time to time for normal operation of different airports.
- k. "Programme" means a written requisition of the helicopter for a day indicating time of departure, destination, approximate flight time etc.
- l. "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 restrain 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.
- m. "Delivery Date" means the date by which the Lessor is to mobilize the helicopter at the designated base for operation (_____).
- n. "Services" means helicopter services carried out by the Lessor and its personnel under this agreement.
- o. "Operational Day" for a helicopter would mean time commencing from first sortie as per daily flight schedule to the estimated time of landing of last sortie of the day.
- p. "Flying Time" with respect to a helicopter would mean the time from "rotor starts" of the helicopter till "rotor stops".

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

3. DELIVERY OF HELICOPTER

The Lessor undertakes to deliver the Helicopter at Behala flying Club, Kolkata, West Bengal, India on or before the delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The Lessor shall ensure that their helicopter shall be ready for operations at Behala within 30 days from the date of Letter of Intent (LOI)/signing of the contract, whichever is earlier.

4. PERIOD OF CONTRACT

This contract will be for an initial period of 3 (three) years from _____ to _____ extendable for additional period of one year with mutual consent.

5. INDEMNITY

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

6. INSURANCE

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

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

- a) Workman's compensation and all other laws in force with reference to employees, safe guarding insurance and protecting all labour employed or used by the Lessor and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.
- b) Third party legal liability insurance is to indemnify the Govt. of West Bengal of all sums which the Lessor shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of aircraft.
- c) Passengers insurance liability is to indemnify in respect of all sums which shall become legally liable 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 Lessor. The passenger admitted liability offered is against full legal discharge. In the event of non-acceptance of the policy the Lessor shall indemnify the Lessee for discharging their legal liability.
- 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 against each and every claim.
- 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.

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

8. DOWN TIME

The Lessor shall be allowed to ground the helicopter for maintenance @ 4 days per month or one day in a week during the term of this agreement. However, the helicopter shall not be grounded by the Lessor for more than 07 days at a stretch. **The Govt. of West Bengal shall have discretion to deduct fixed 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.

8.1. The lessor has to ensure the serviceability of machine. In case the Helicopter is not available for more than 2 days due to technical in capability or non availability of operational crew, the lessor will pay a penalty of 5% of monthly value of contract (45 hours * agreed rate per hour) for each such non operational days. However this will be capped to a total of 125% of the monthly charges, where by the amount over and above the monthly charges will be deducted by Government in subsequent months invoice. For example

8.1.1. If the machine is not in service due to technical defect for 3 days then from the total monthly amount, an amount equal to $3 \times 5\% \times$ monthly amount will be deducted.

8.1.2. Similarly, if the machine is not available for 10 days the deduction will be $10 \times 5\% \times$ monthly committed payment.

8.1.3. However, in case the machine is not available for whole month of 30 days the deduction will be 125% of monthly fees. There by the government will adjust this 25% surplus in the subsequent invoices.

9. PAYMENT

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

a) Flying Hourly Charges for hours actually flown @ Rs. _____ only plus prevailing GST per flying hour.

10. SCHEDULED INSPECTION / TECHNICAL SNAGS - REPLACEMENT OF HELICOPTER

- a. The LESSOR shall place one backup helicopter (of same type and capacity/standard) for immediate replacement of the helicopter under contract 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 back-up (Replacement) helicopter shall be positioned at Behala base before such scheduled inspection is due so that normal flying services is not disturbed.
- b. The backup (replacement) helicopter shall be positioned at Behala helipad within 72 hours if the helicopter under service is grounded for technical snag.
- c. The Lessor shall give notice to the Lessee of any scheduled maintenance to be carried out on the Helicopter at least seven days in advance.
- d. The Lessor shall keep complete and accurate records of all groundings of helicopter due to routine maintenance or otherwise which the LESSEE at its discretion may inspect at any time.

11. PRODUCTION OF INVOICE

- 11.1. The Lessor will submit an invoice/bill for Hourly Flying Charges for the hours flown at the end of each of month as mentioned in clause 10.1(a) supported by relevant manifests and such invoice/bill shall be processed by the Lessee.
- 11.2. All payments will be released by the Lessee not later than 30 days of receipt of invoice.

12. DUTIES & TAXES

All taxes including withholding taxes, duties, levies, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, except GST as applicable (payable to the Government of India) shall be borne by Lessor. The **GST at the prevailing rate shall be paid by the State Government on the bills.**

13. RESPONSIBILITIES OF THE LESSOR

- 13.1. 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; for 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) shall be carried out by the Lessor.
- 13.2. The Lessor 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 Lessor shall have a copy of record duly certified under the signature of Lessor's representative and each shall retain a copy of such records for billing. The flying time shall mean the time from "rotor starts" of the helicopter till "rotor stops" at State Govt.'s dispersal points.
- 13.3. The Lessor shall comply with all Indian Aviation Regulatory and all other applicable laws, rules & regulations of India. The Lessor shall indemnify State Govt. against the Lessor's ignorance and/or failing to comply with said laws, rules & regulations. The Lessor must agree to abide by Civil Airworthiness Requirements Series C Part-I Sec 3 dtd 17/5/93 and as amended from time to time and provide all assistance/information to the State Govt. and Director General of Civil Aviation (DGCA) to ensure compliance. The Lessor must agree to abide by any other new requirements introduced by DGCA, India from time to time.
- 13.4. All field replacement flying and test flying would be considered non-revenue and would be at the cost of Lessor and be excluded for the purpose of billing to the State Govt.
- 13.5. Provide insurance, medical accommodation, meals and transport for crew.
- 13.6. Helicopter to be kept in tidy, clean and presentable condition.
- 13.7. In the event of the Lessor not being able to render satisfactory services, the State Govt. may make alternative arrangements at Lessor's cost.
- 13.8. **The Lessor shall arrange for ticketing of passengers at all the operational locations.**

14. CHARTERER'S (LESSEE'S) RESPONSIBILITIES

- 14.1. The State Govt. will furnish to the Lessor on daily basis or by a weekly programme, the programme of the work to be carried out by the helicopter and will designate to the Lessor or his authorized person/pilot the time, the destination/programme of the flight to be used and the extent thereof.
- 14.2. The Lessee shall arrange accommodation and transport (except Behala) to the Lessor's Personnel (Pilots & Crew only) at its cost whenever they are required to stay out of the Base Station overnight for performing operational task of the Lessee.
- 14.3. The Lessee shall provide hangarage for the helicopter, store-rooms and office rooms at Base Station. Arrangement of other facilities like telephone, fax, office furnishings etc shall be made by the Lessor themselves at their own cost and arrangements. Accommodation arrangement at Base Station for the Lessor's Personnel shall be made by themselves.
- 14.4. On behalf of the Lessee the Lessor shall pay passenger service tax if any to AAI/Other concerned agency on receipt of bills from them. Subsequently the same shall be reimbursed to the Lessor by the Lessee.

15. TERMINATION

- 15.1. **TERMINATION ON EXPIRY OF THE TERMS**
This agreement shall stand automatically terminated on the expiry of the contract period of three years and extension thereof, if any.
- 15.2. The Lessor shall remove the helicopter from State Govt's operating base within 7 (**seven**) days from the date of expiry of the agreement. The State Govt. shall not be liable to pay any charges) after the date of termination of agreement.
- 15.3. **TERMINATION AT THE SOLE DISCRETION OF STATE GOVT.**
Notwithstanding anything contained herein, the Lessee may at its sole discretion terminate the Agreement by giving to the Lessor **thirty (30) days written notice without assigning any reason whatsoever.**
- 15.4. **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.

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 Honourable Courts in Kolkata.

17. FORCE MAJEURE

- 17.1. 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.

17.2. The terms "**FORCE MAJEURE**" as employed herein shall mean acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and any change inland, Acts and regulations of Govt. of India.

17.3. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable by Force Majeure as aforesaid shall notify the other party in writing within twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period as the obligations of the parties are suspended by force majeure, the Lessor shall not be entitled to any charges under 09.1 above.

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

18. ARBITRATION

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

18.2. If either parties does not comply with the Arbitrator's decision under this clause both parties agree that said decision shall be submitted to the Civil Court in Kolkata for enforcement. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act'1996, in the English language in West Bengal.

18.3. The Laws of India shall be applicable.

19. PERFORMANCE

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

20. CONSEQUENTIAL DAMAGE

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

21. 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.

IN WITNESS WHEREOF the authorized representatives of the parties hereto have signed the agreement on the day and year first above written.