

Government of West Bengal
Transport Department
Flying Training Institute
New Secretariat Building
Block – ‘A’; 05th Floor; Room No – 21 & 22
1, Kiran Sankar Roy Road
Kolkata – 700 001

Memo No: 316/FTI-29/2021

Date: 08th December, 2021

To
The Secretary,
Transport Department
Government of West Bengal
Paribahan Bhawan I
Kolkata - 700001

To
The Joint Secretary
Finance Department
Government of West Bengal
Nabanna, Howrah

Sub: Uploading of detailed NIT-311/FTI-29/2021 dated 08/12/2021 of the Director Flying Training Institute, Transport Department, Government of West Bengal.

Sir,

Please find enclosed herewith NIT-311/FTI-29/2021 dated 08/12/2021 for hiring of one (01) twin engine helicopter in connection with Gangasagar Mela 2022. I shall request you to kindly upload the NIT in your website so that interested bidders can have access to this. It would be highly appreciated if the NIT is uploaded by today (08/12/2021) positively.

Enclosed: As stated

Yours faithfully

Sd/-
(Dipak Kr. Gupta)
Director, FTI
&
E.O. Special Secretary

GOVERNMENT OF WEST BENGAL

TRANSPORT DEPARTMENT

FLYING TRAINING INSTITUTE

TENDER DOCUMENT

FOR

HIRING OF ONE HELICOPTER

ON WET LEASE BASIS

TENDER NO.: – 311/FTI-29/2021

DATE: – 08/12/2021

THIS TENDER DOCUMENT CONTAINS THE FOLLOWING

- Part 1 – Notice Inviting Tender

- Part2 – Guidelines to the Bidders on Bid Process

- Part 3 – GENERAL GUIDANCE FOR E-TENDERING
 - Section A : Instructions to the Bidders

 - Section B : FORM –I [PRE-QUALIFICATION APPLICATION]

 - Annexure ‘A’ : Format of Performance Bank Guarantee

 - Annexure ‘B’ : Draft Deed of Wet Lease Agreement

Part – 1: NOTICE INVITING TENDER

[NIT NO.: -- 311/FTI-29/2021 dated 08/12/2021]

The Director, Flying Training Institute, Transport Department, Government of West Bengal invites e-tender for hiring of one (01) twin engine helicopter on wet lease basis for emergency evacuations / relief operations, VIP operation and passenger transport in Gangasagar Mela 2022. Details including terms and conditions are noted hereinafter.

Details of the Service	Earnest Money	Tenure of Contract
Wet lease of one (01) Twin Engine Helicopter	Rs.5,00,000/- (Rupees Five lakhs) Only	Seven (07)days (from 10 th Jan to 16 th Jan 2022)

E-tender is invited for hiring of one (01) twin engine air-conditioned helicopter, with provision for carriage of one standard stretcher along with seating accommodation for at least two companions, on Wet Lease Basis for assured flight time of 21 hours (at an average of 03 hours per day for 07 days). No charges for ferry to & from Kolkata will be borne by NIT Authority. Interested NSOP (Non-Scheduled Operators Permit) holders are requested to submit their proposal along with details of credentials, eligibility and previous experiences in nonscheduled operations.

1. The helicopter offered should not be more than 15 years old from the date of manufacturing and it should meet all existing requirements of DGCA and other authorities in Government of India.
2. The helicopter to be deployed must carry all relevant documents issued by DGCA in terms of existing provisions of applicable CAR (Civil Aviation Requirements). It will be the sole responsibility of the operator to liaise and fulfill all regulatory requirements and formalities with BCAS, DGCA and other authorities pertaining to operation of flights.
3. The bidder shall also ensure that the operations are conducted in a professional manner by deploying requisite staff. Such staff will undertake the process of check in and ground handling of flights at each location apart from flight operation work. The bidder as an entity should either be a proprietor / partnership firm / a company registered under Company Law and are currently in the business of operating helicopter services under valid NSOP. *Consortiums are not allowed for bidding.*
4. 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 helicopter registration used for the charter operations.

5. Non-performance and Penalty: In case of operator not being able to provide the helicopter for operations during the period of contract due to technical / any other reason lying on the part of operator, an amount calculated on pro-rata basis for such non-performance (i.e., no. of hours of non-performance multiplied by per hour quoted cost) will be deducted from the total amount quoted in bid document / agreement and a penalty of 5% on the amount calculated for deduction on pro-rata basis for such non-performance will be charged additionally.
6. The sectors of operations will be defined as per instructions and needs from the Government of West Bengal and can be changed and notified to the operator. Helicopter will be utilized as per guidelines from the Director, FTI, Transport Department, Government of West Bengal and will be communicated to the operator from time to time.
7. Performance Guarantee: The successful bidder has to submit a performance guarantee of INR Five Lakhs (Rs.5,00,000/-) only at the time of signing the agreement, in the form of Performance Bank Guarantee, which should be payable at Kolkata and issued by a Scheduled Commercial Bank, and valid till January 31st, 2021. Format of Performance Bank Guarantee is attached as Annexure 'A'. Alternatively EMD of the successful bidder will get converted to Performance Guarantee.

In case the operator not being able to meet requirements of the state government for operations of helicopter 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 as act of God (hurricane, flood, earthquake, volcanic eruption, etc.)], the performance guarantee will be forfeited and agreement will be annulled.

8. 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 Director, FTI, Transport Department, Government of West Bengal.
9. Tenure of contract: The contract shall be for Seven (07) days from 10th Jan 2022 to 16th Jan 2022.
10. Support from State Government: All Airport related levies, if any, would be reimbursed on actual basis by the State Government to the operator. The State Government will extend lateral support at all the helipads regarding Fire, Ambulance and Security services.
11. The bidder will have to submit the technical bid with all relevant documents and the financial bid as per the format provided. The bid submitted in response should include details on following requirements:
 - a. Receipt of Earnest money of Rs.5,00,000.00/- (Rupees five lakhs) only deposited through online mode in favor of "West Bengal Transport Infrastructure Development Corporation Limited".
 - b. Information of Helicopter being bid (Model, Year of manufacture, Total operated hours, etc.)

- c. Documents regarding ownership of the helicopter or a binding agreement in this regard.
 - d. Clear Photographs of interiors and exterior of the helicopter being bid.
 - e. Copy of the NSOP and Certificate of Registration (C of R).
 - f. Copy of Certificate of Airworthiness (C of A) and Airworthiness Review Certificate (ARC) of the helicopter.
 - g. Incorporation Certificate.
 - h. Declaration of eligibility and non-debarment to participate in such bid by any Government Authority or its undertakings.
 - i. Power of attorney, if any.
 - j. Provision for carriage of one standard stretcher along with seating accommodation for at least two companions in the helicopter.
12. Bid should be submitted in the prescribed format provided as per e-tender norms. The utilization time shall be calculated from rotors on to rotors off only. **Only per hour cost is to be quoted excluding applicable GST.**
13. In the event of e-Filing intending bidder may download the tender document from the website directly with the help of his Digital Signature Certificate & submit with necessary earnest money through online mode as noted above. 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, while uploading any tender for and on behalf of such company or firm, *shall invariably upload a copy of registered power of attorney* showing clear authorization in his favor by the company or firm.
14. The earnest money should 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 instructions 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 bank 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 bank account immediately after submission of valid performance bank guarantee and signing of agreement between the successful bidder and Director, FTI, 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, provided the EMD isn't converted to performance guarantee as per clause 7 of the NIT.

15. Both the Technical and Financial bids should 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 should be as per the Date / Time Schedule stated in Sl. No. 17 of this NIT. The documents submitted by the bidders should be properly indexed & self-attested with seal.
16. 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 / performance guarantee will be forfeited.
17. Date & Time Schedule:

Sl. No.	Particulars	Date & Time (Hrs)
1.	Date of publishing of NIT & Tender Document	08/12/2021
2.	Document download start date and time	09/12/2021 (10:00)
3.	Pre-bid meeting date and time	16/12/2021 (14:00)
4.	Start date of uploading bid document	18/12/2021 (10:00)
5.	End date of uploading bid document	29/12/2021 (17:00)
6.	Date of opening of technical bid	31/12/2021 (17:00)
7.	Date of opening of financial bid	To be notified later

18. 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. Director, FTI, 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.
19. No Conditional/ Incomplete Bid will be accepted under any circumstances.
20. Director, FTI, Transport Department, Government of West Bengal, reserves the right to cancel the NIT 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.
21. 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 out rightly rejected with forfeiture of Earnest Money and other action will be initiated as per Rules in force.

22. Work order will be issued after verification of the credentials & other documents of the lowest bidder (L1).
23. 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.
24. Bid validity period will be for thirty (30) days from the end date for uploading of the bid document.
25. The successful bidder has to position the helicopter at FTI, Behala by the afternoon of 09th January 2022.
26. The successful bidder shall enter into an agreement with the state government. The draft agreement is also enclosed with the bid document.
27. Conflict of Interest: A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this tendering process, if they have:
 - a. controlling partners in common; or
 - b. received or do receive any direct or indirect subsidy from any of them; or
 - c. same legal representative for purpose of this tender; or
 - d. 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 bidder, 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 to the best interest of NIT authority, or that may reasonably 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.

28. A pre-bid conference will be held on date _____ at 1400 hours in the conference room of the Director, Flying Training Institute, Transport Department, Government of West Bengal at Room no. 21 & 22, 5th Floor, Block "A", New Secretariat Building, 1, Kiran Sankar Roy Road, Kolkata-700001.
Tel: -033 22625416; Fax - 033 22627024; Email id - director.ftiatnis@gmail.com

Sd/-
Director, FTI

Part – 2: GUIDELINES TO BIDDERS ON BID PROCESS& EVALUATION

The process of examination and evaluation will be carried out in two stages. Under this process the technical folder will be opened and verified for qualification before opening and evaluating the financial folder.

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

- a. Earnest Money Deposit of INR five lakhs (Rs.5,00,000/-) only.
- b. The helicopter should have valid C of R, C of A and ARC from DGCA, India.
- c. The bidder has NSOP from DGCA in its own name.
- d. Ownership of helicopter or a binding agreement with owner to use the helicopter.
- e. Age of helicopter should not be more than 15 years.
- f. Declaration of non-debarment and eligibility.

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 bids found to be substantially non-responsive or bidders found to be non-qualified will be rejected and subsequently will be informed. Such bids will not be considered for opening of their financial proposal.

Stage II: Evaluation of financial bids:

The financial proposal submitted by the bidder quoting the lowest amount (L1) of all the bids will be considered as the selection criteria for successful bidder.

Part – 3: GENERAL GUIDANCE FOR E–TENDERING

SECTION A: INSTRUCTIONS TO BIDDERS

Instructions/Guidelines for electronic submission of the tenders have been provided for assisting the bidders to participate in e–tendering.

1. Registration of bidder: Any bidder 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 bidder has to click on the link for e–tendering site as given on the web portal.

2. **Digital Signature certificate (DSC):** Each bidder 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).
3. The bidder can search & download NIT & Tender Documents electronically once he logs on to the website wbtenders.gov.in 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 through the website in two bids at a time, one as Technical Proposal & the other as 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 invariably, while uploading any tender for and on behalf of such company or firm, upload a copy of registered power of attorney showing clear authorization in his favor by the rest of the Directors of such company or the partners of such firm.
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 folder: Technical bid will be opened by Director, Flying Training Institute, Transport Department, Government of West Bengal electronically from the web site.
 - b. Decrypted (transformed in to readable formats) documents of the technical bid will be downloaded& handed over to the technical committee.
 - c. During verification, the technical committee may call upon 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 out-rightly rejected with forfeiture of Earnest Money and action may be referred to the appropriate authority for prosecution as per relevant law.
7. Rejection of Bid: The tender inviting authority reserves the right to accept or reject any Bid and / or 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 / 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 representatives electronically.
9. Technical bid: The Technical bid should contain scanned copies of the following documents. The failure to submit any of the below mentioned documents will render the tender to be summarily rejected.
 - i. Documents against payment of Earnest Money.
 - ii. Digitally Signed NIT [with All Corrigendum and addendum, if any]. Download & upload the same Digitally Signed.
 - iii. Documents as stated in Clause 11 of NIT document.
 - iv. SECTION B: FORM – I [PRE–QUALIFICATION APPLICATION (on Letterhead)]. Download, complete& upload the same Digitally Signed.
 - v. PAN, latest ITR, GST certificate.
 - vi. Registration certificate under Company Act.
 - vii. Registered Deed of partnership Firm / Article of Association & Memorandum.
 - viii. Self–attested copies of credential certificates.

Download & upload all technical documents Digitally Signed. Do not quote bidding rate anywhere in technical documents, which should only be done in encrypted form in the BOQ under Financial Bid section. **In case of quoting rate in any other tender document the tender is liable to be summarily rejected.**

10. **Financial bid:** The financial bid should contain the following document i.e., Item rate of Bill of Quantities (BOQ). The bidders shall quote their rate in enclosed format online 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.**

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 should position the helicopter by afternoon of 9th Jan 2022.

- 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 tender in subject and may declare the firm ineligible, either indefinitely or for stated period of time.

SECTION B: FORM –I [PRE–QUALIFICATION APPLICATION (on Letterhead)]

To
The Director,
Flying training Institute,
Transport Department,
Room no. 21 & 22, 5th Floor, Block–A,
New Secretariat Building,
1, Kiran Sankar Roy Road,
Kolkata – 700001

Sub: –Tender for hiring of one (01) twin engine helicopter on Wet Lease Basis

Ref: –NIT No. – _____ dated _____ of Transport Department, Government of West Bengal

Dear Sir,

Having examined the requirements as per the said NIT along with its agenda & corrigendum, I /we hereby submit all the necessary information and relevant documents for examination and evaluation.

The application is made by me / us on behalf of (company name) in the capacity of (designation) duly authorized 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.

Date: –

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

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

Annexure 'A'**FORMAT OF PERFORMANCE BANK GUARANTEE OF THE LESSOR**

Bank Guarantee No.: – _____

Date: _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(Hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

The Director, Flying Training Institute, 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 _____ (hereinafter referred to as the "LESSOR") for providing of services by the LESSOR of the helicopter (details as mentioned in tender document) 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 Five Lakhs (Rs.5,00,000/-) 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 have 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 Five Lakhs (Rs.5,00,000/-) only.

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 Five Lakhs (Rs.5,00,000/-) 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 w.e.f. ____ to 31st January 2022.
9. Notwithstanding anything contained herein our liability under this Bank Guarantee shall not exceed the total sum of INR Five Lakhs (Rs.5,00,000/-).
10. 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)

Annexure 'B'**DRAFT DEED OF WET LEASE AGREEMENT**

THIS DEED OF WET LEASE AGREEMENT is hereby executed on this ____ day of _____ by and between Transport Department, Government of West Bengal represented by the Director, Flying Training Institute, Transport Department, Government 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 (01) Twin Engine air-conditioned helicopter (i) with provision for carriage of one standard stretcher along with seating accommodation for at least two companions and (ii) suitable for VIP operations & for ferrying of passengers for emergency evacuation / relief operation etc. to be operated for the Government 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.

1. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1.1. This Agreement shall come into effect from the effective date i.e., from 10th Jan 2022 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, equipment, 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 with assured flight time of **21 hours** (at an average of 03 hours per day for 07 days).

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 "Flying Training Institute" at Behala (Kolkata) – 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 10th Jan 2022 and ending on 16th Jan 2022. 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, lightning, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, 'epidemic, any Governmental restraint and any such other cause which is not reasonably within the control of either party claiming, force majeure. Financial distress would, however, not constitute Force Majeure.
- m. "Delivery Date" means the date by which the Lessor is to position the helicopter at the designated base for operation – 09th Jan 2022.
- 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 Flying Training Institute, Behala, 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 FTI, Behala by the afternoon of 09th Jan 2022.

4. PERIOD OF CONTRACT

This contract will be valid for a period of seven (07) days from 10th Jan 2022 to 16th Jan 2022.

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 labor 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 helicopter.
- 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.10,00,000/- 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. DOWN TIME: Non-Performance and Penalty

The lessor has to ensure the serviceability of machine. In case the helicopter is not serviceable / available due to technical in-capability, non-availability of operational crew or any other reason lying on part of operator, an amount calculated on pro-rata basis for such non-performance (i.e., no. of hours of non-performance X per hour cost) will be deducted from the total amount quoted in

bid document / agreement and a penalty of 5% on the amount calculated for deduction on pro-rata basis for such non-performance will be charged additionally.

8. PAYMENT

In consideration of the services provided by the Lessor herein, State Government shall pay to the Lessor charges for lease of helicopter as follows: -

- **Hourly Flying Charges @ Rs.** _____ only plus prevailing GST per hour for assured flight time of 21 hours or for hours actually flown, if above the assured flight time.

9. PRODUCTION OF INVOICE

- 9.1. The Lessor will submit an invoice/bill for Hourly Flying Charges for the hours flown at the end the tenure of contract supported by relevant documents like manifests, tech log pages etc., and such invoice/bill shall be processed by the Lessee.
- 9.2. All payments will be released by the Lessee not later than 30 days of receipt of invoice.

10. RESPONSIBILITIES OF THE LESSOR

- 10.1. 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 on a very short notice.
- 10.2. 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.
- 10.3. 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 any other new requirements introduced by DGCA, India from time to time.
- 10.4. 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 Government.
- 10.5. Provide insurance, medical accommodation, meals and transport for crew at base station.
- 10.6. Helicopter always to be kept in tidy, clean and presentable condition.

11. CHARTERER'S (LESSEE'S) RESPONSIBILITIES

- 11.1. The State Government will furnish to the Lessor programme on very short notice.
- 11.2. 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.

12. TERMINATION ON EXPIRY OF THE TERMS

- 12.1 This agreement shall stand automatically terminated on the expiry of the contract period of seven (07) days i.e., from 10th Jan 2022 to 16th Jan 2022.
- 12.2 The Lessor shall remove the helicopter from State Government's operating base within 02 (two) days from the date of expiry of the agreement. The State Government shall not be liable to pay any charges after the date of termination of agreement.

13. 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 Honorable Courts in Kolkata.

14. FORCE MAJEURE

- 14.1. 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.
- 14.2. 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.
- 14.3. 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 clause 7 above.

15. ARBITRATION

- 15.1. 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.

15.2. If either party does not comply with the Arbitrator's decision under this clause both parties agree that said decision shall be submitted to the 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.

15.3. The Laws of India shall be applicable.

16. 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 Government 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 to improve their performance.

17. CONSEQUENTIAL DAMAGE

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

18. 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.

Signature valid

Digitally signed by SUDHIS KUMAR NANDY
Date: 2021.12.08 13:06:23 IST
Location: West Bengal, WB



Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: The Director, Flying Training Institute, Transport Department, Government of West Bengal .

Name of Work: Wet lease of one (01) Twin-Engine air-conditioned Helicopter, with provision for carriage of one standard stretcher along with seating capacity of at least two (02) passengers in connection with Gangasagar Mela 2022.

Contract No: 311/FTI-29/2021

Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT In Words
1	Wet lease of one (01) Twin-Engine air-conditioned Helicopter.				
1.01	Wet lease of one (01) Twin-Engine air-conditioned Helicopter , with provision for carriage of one standard stretcher along with seating capacity of at least two (02) passengers in connection with Gangasagar Mela 2022. (GST as applicable will be paid extra)	1.000	Hour		INR Zero Only
Total in Figures					INR Zero Only
Quoted Rate in Words		INR Zero Only			