

Memo No: 325/FTI-11/2018

Date: 14th December, 2021

To
The Secretary (RKB)
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-322/FTI-11/2018 dated 14/12/2021 of the Director Flying Training Institute, Transport Department, Government of West Bengal.

Sir,

This is to inform you that an advertisement for **Wet lease of one (01) Twin Engine Helicopter (Air –condition and for VIP use) – Seating capacity should be at least 6 (six) passengers excluding requisite crew members with VIP configuration in club type seating** is to be published in leading newspapers on 15.12.2021. It has been mentioned in the said advertisement that detailed NIT documents will be available in the website of Finance Department in <http://www.wbfin.nic.in> and transport department in <http://www.transport.wb.gov.in> from the date of advertisement.

Therefore, I am directed to request you to kindly take necessary actions for uploading the detailed NIT document in your website immediately so that the same can be accessed by the interested bidder from the date of advertisement. A soft copy of the same in PDF files is enclosed herewith for this purpose.

Thanking you,

Yours faithfully

Enclosed: as stated

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

Memo No: 325/1(1)/FTI-11/2018

Date: 14th December, 2021

Copy forwarded for kind information and actions to: -

1. Sri Sumit Mitra, Network Administrator, Finance Department, In Charge of Uploading, 11th Floor, Nabanna, Howrah. – Please take necessary actions at the earliest.

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

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

Tel: –033 22625416; Fax – 033 22627024; Email id – director.ftiatnis@gmail.com

Date: 14/12/2021

NOTICE INVITING E–TENDER NO.: **322/FTI-11/2018**

The Director, Flying Training Institute, Transport Department, Government of West Bengal invites e–tender for hiring of one Twin Engine Helicopter on wet lease basis of which details including terms and conditions are noted hereinafter.

Details of the Service	Earnest Money	Tenure of Contract
Wet lease of one (01) Twin–Engine air–conditioned Helicopter (in VIP configuration) – Seating capacity of at least six (06) passengers, excluding crew members and not of more than Eight (08) years old from the date of manufacture	Rs.10,00,000/– (Ten Lakhs Only)	Five (05) Years and assured Forty five (45) hours of flying per month

The Director, Flying Training Institute (FTI), Transport Department, Government of West Bengal invites E–tender for hiring of the following type of one medium size twin engine air–conditioned helicopter with a minimum seating capacity of six (06) passengers, excluding crew members, in VIP configuration, on wet lease basis for assured flying of forty–five (45) hours per month. Interested NSOP (Non-Scheduled Operators Permit) holders are requested to submit their proposal along with details of credentials, eligibility and previous operation experiences; etc. Terms and conditions of E-Tender are as follows:

1. The age of the air–conditioned helicopter should not be more than **08 (Eight) years** at the time of bidding. It should technically be capable of undertaking Day and Night (**VFR and IFR**) operations as well and be equipped with properly qualified pilots for VIP operations as per standing instructions of DGCA.
2. It will be the sole responsibility of the operator to liaise and fulfil all regulatory requirements and formalities with DGCA, BCAS 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 operator to resolve matters with the regulatory authorities.

3. The helicopter will be operated as per day to day instructions of the Director, Flying Training Institute, Transport Department, Government of West Bengal on the need and requirements of the State Government.
4. The operator having a proper NSOP holder in its own name shall ensure that the operations are conducted in a professional manner by deploying requisite staff at each location to ensure that various process of operation like refuelling; check-in and ground handling etc. are conducted in a professional manner. **Consortiums are not allowed for bidding.**
5. The operator should have conducted / undertaken cumulative business of over Rupees Twenty five (Rs.25/-) Crores in last three (03) financial years. A Chartered Accountant certificate along with audited documents of relevant period should be submitted in support of this.
6. The bidder as an entity should either be a proprietor / partnership firm / a company registered under company law and must be currently in the business of operating helicopter services under valid NSOP. They shall provide proof of undertaking NSOP operations in the last one year from date of bidding, detailing the number of hours of charters provided & the clients to which the charter was provided and the proof of data submitted to DGCA. Details should also include the helicopter registration used for the charter operations.
7. The service provider should be capable of providing a backup helicopter with similar configuration and merit when the original helicopter is grounded and not available for operation for a period of three (03) consecutive days or more, without any additional cost to the State Government.
8. The intending bidder must have operated their helicopter for the service of Central Government, State Government or any of their undertakings for cumulative 100 hours of flying during last three financial years.
9. A maximum period of two days, if required, in a month will be allowed for grounding of the helicopter for maintenance etc.
10. The contract shall initially be for a tenure of five (05) years from the date of induction, and for an assured flying of forty five (45) hours per month. Based on performance the tenure may further be extended on mutual agreement on the same terms and conditions for a further period of maximum 2 (Two) years or such shorter period as required by the State Government. Government of West Bengal reserves the right to cancel the contract serving one (01) month advance notice without any further intimation and/or any liability of the State Government. The decision of the Government of West Bengal will be final and binding in this regard.
11. The successful operator may rent the helicopter for corporate hiring on any day subject to approval of the State Government in writing, communicated by the Director, FTI. No payment for such days shall be made by the State Government on account of hiring (@ 1.30 hours per day) and parking charges etc. The operator shall hire out the helicopter at their own risk and the State Government shall not be responsible in any manner for such hiring.

- 12.** The State Government will extend all lateral support of Fire, Ambulance and Security etc. at the Helipads. For operation from any scheduled airport, the operator will obtain all necessary permissions/clearances etc. from AAI / owner of the airport.
- 13.** The bidder must have not been barred by Government of India or any State Government from participating in any tender process during the last three financial years. A declaration to this effect should be made in the tender documents submitted by the bidder.
- 14.** Technical Bid and Financial Bid both should be submitted concurrently duly digitally signed in the Website <https://wbtenders.gov.in>
 - i.** Tender documents may be downloaded from website & submission of Technical Bid/Financial Bid should be done as per the Date/Time Schedule stated in Sl. No. 27 of this NIT. The documents submitted by the bidders should be properly indexed & self-attested with seal.
 - ii.** Financial Bid should be submitted in the prescribed format (BOQ) provided as per e-tender norms. The bidding cost is to be quoted excluding applicable GST, and other taxes, if any. Expenditure like Airport charges and taxes etc. will be reimbursed by State Government on actual basis.
- 15.** Necessary 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 instruction of the challan generated from e-procurement site. Bidders are also advised to submit EMD of their bid, at least 03 (three) working days before the bid submission closing date as it requires time for processing of payment of EMD.
 - i.** The EMD of unqualified / unsuccessful bidders will revert to the respective bidder's account 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 after submission of valid performance bank guarantee and signing of agreement between the successful bidder and NIT Authority 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.
 - iii.** 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", the EMD will be forfeited.
 - iv.** 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 document provided are 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.

- 16.** 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 NIT Authority 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.
- 17.** No conditional / incomplete bid will be accepted under any circumstances.
- 18.** The NIT Authority reserves the right to cancel the N.I.T. due to any 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. 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.
- 19.** 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.
- 20.** The Tender Inviting & Accepting Authority through a ‘Tender Committee’ will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

 - a.** Financial capability; and
 - b.** Technical capability comprising of credentials.
- 21.** Bid will be valid for 60 (sixty) days from the end date of uploading the bid documents.
- 22.** After issuance of Letter of Award (LOA) the successful bidder shall enter into an agreement (copy enclosed) with the NIT Authority. The successful bidder should be able to start the operation within 15 (Fifteen) days of signing of agreement.
- 23.** Performance guarantee: The successful bidder has to submit a performance guarantee of Rupees 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 entire tenure of contract. Format of Performance Bank Guarantee is attached as Annexure ‘A’. In case the operator is not able to meet the requirements of the state government and start the operations of helicopter within stipulated time 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, like hurricane, flood, earthquake, volcanic eruption, etc.), the performance guarantee will be forfeited and agreement will be annulled.

24. Intending bidder may download the tender document from the website directly with the help of his Digital Signature Certificate & submit necessary earnest money through online mode. (Details 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 power of attorney showing clear authorisation in his favour, by the company or firm. The bidder will have to submit the Technical Bids with all supporting documents and financial bid as per the format provided. The bid response should include following details:

- i.** Deposit of Earnest money of Rs.10,00,000.00/– (Rupees ten lakhs) only through online mode in favour of “West Bengal Transport Infrastructure Development Corporation Limited”.
- ii.** Details of the Helicopter and Engines fitted (Model, Year of manufacture, Total operated hours of Airframe and engines, etc.).
- iii.** Details and documents regarding ownership of the helicopter and NSOP of the bidder: Either the helicopter has to be enrolled on the NSOP of the bidder or there should be a binding agreement with the owner / original operator to use the helicopter.
- iv.** The brochure of the helicopter as provided by manufacturer or relevant pages from manufacturer’s publications for technical details of helicopter on seating configuration distinguishing crew and passenger seating capacity, AUW, list of equipment fitted, specifications of engine installed, endurance, power to weight ratio etc.
- v.** Clear Photographs of interiors and exteriors.
- vi.** Certificate of Registration (C of R), Certificate of Airworthiness (C of A) and Airworthiness Review Certificate (ARC) of the helicopter from DGCA India.
- vii.** Incorporation Certificate.
- viii.** Last three years Profit and Loss statement & Income tax return assessment order to establish cumulative turnover in last three financial years.
- ix.** Certified statement by the operator related to total hours the helicopter has flown in last three financial years along with the details of clients to whom charters were provided and the proof of data submitted to DGCA.
- x.** Declaration of non-debarment and eligibility by any authority.
- xi.** Power of attorney, if applicable.

25. 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 they have:

- a. controlling partners in common; or
 - b. received or do receive any direct or indirect subsidy from any of them;
 - 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 tenderer, or influence the decisions of the NIT authority regarding this tendering process.
26. 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 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, forfeiture of EMD / performance guarantee or the termination of its Contract during execution of assignment.

27. Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of Publishing NIT & Tender Documents	14/12/2021
2.	Document download Start date and time	15/12/2021 (10:00)
3.	Pre-Bid meeting date and time	22/12/2021 (14:00)
4.	Start date & time of uploading of bid document	24/12/2021 (10:00)
5.	Last date & time for uploading of bid document	05/01/2022 (17:00)
7.	Date of opening of Technical Bid	07/01/2022 (17:00)
8.	Date of opening of Financial Bid	To be notified later

28. A pre-bid meeting will be held on 22/12/2021 at 1400 hrs in the conference room of Transport Department, Government of West Bengal at 5th Floor, Block-‘A’, New Secretariat Building, 1 Kiran Sankar Roy Road, Kolkata-700 001.

Sd/-
Director, FTI

Guidelines to bidders on Bid process & evaluation

The process of examination and evaluation will be carried out in three stages. Under this process the technical proposal will be opened and checked for qualification prior to examination of documents of only qualified bids. Then financial bid of only technically qualified bidder will be opened and evaluated. The entire process will follow the steps outlined herewith.

Stage I : Scrutiny of documents for qualification in bidding process;

Stage II : Examination of technical bids; and

Stage III: Evaluation of financial bids of technically qualified bidder

Stage I: Whether the bid submitted is substantially responsive and eligible for qualification as per specified requirements, 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 Air-conditioned and have minimum six (06) seats for passengers, excluding crew members, in VIP configuration. The helicopter should be registered in India with C of A from DGCA, India.
3. The bidder has licence to operate from DGCA under its own name.
4. Minimum cumulative turnover of Rs.25/- Crores in last three financial years.
5. Age of helicopter not more than Eight (08) years from date of manufacture.
6. The helicopter has to be enrolled on the NSOP of the bidder or there should be a binding agreement with owner / original operator to use the helicopter.
7. Certificate of non-debarment and eligibility.

After completion of prefatory scrutiny by NIT Authority, 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 not qualify for opening of financial bid.

Stage II: Examination of technical bids

In the stage II technical bids of qualified bidders will be examined 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 technical committee will check if the technical bids are complete in all respect and include all components as per tender document. The technically qualified bidders will be informed and their financial bids will be opened.

Stage III: Evaluation of Financial Bid

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.

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. 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 www.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 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) Decrypted (transformed in to readable formats) documents will be downloaded & handed over to the tender evaluation committee.
 - c) Pursuant to scrutiny & decision of the Tender Committee, summary list of technically qualified bidders will be uploaded.
 - d) 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 out rightly 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 NIT authority along with other authorized representatives electronically.
9. Technical Bid: It should contain copies of the following documents in order.
 - i. NIT [with all corrigendum and addendum, if any. Download & upload the same Digitally Signed]; *
 - ii. All documents as stated in clause 24 of NIT;
 - iii. Form – I: Pre-Qualification Application (on Letterhead) [Download, fill completely& upload the same Digitally Signed]; *
 - iv. PAN, ITR for last three financial years, GST registration certificate;
 - v. Registration certificate under Company Act;
 - vi. Registered Deed of partnership Firm / Article of Association / Memorandum;

Failure to submit any of the above-mentioned documents can render the tender liable to be summarily rejected.

* 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 any tender document other than BOQ, the tender will be summarily rejected.

10. Financial Bid: The financial bid should contain the following documents 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.
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 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. The bidder has to position the helicopter at FTI Behala within 15 (fifteen) days of signing of agreement.
 - 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 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/–
Director, FTI**

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

Ref: – Tender for hiring of one twin engine helicopter on wet lease basis in terms of
E–Tender No.:– _____ dated _____

Dear Sir,

Having examined the documents required to be uploaded, Instruction and Guidance 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 of _____ 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. As required.

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.: – _____

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 NIT Authority (“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 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 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 Twenty Five Lakhs (Rs.25,00,000/-) 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 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 w.e.f. _____ to _____.
9. Notwithstanding anything contained herein our liability under this Bank Guarantee shall not exceed the total sum of INR Twenty Five Lakhs (Rs.25,00,000/-).
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)

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 seating accommodation for at least six (06) passengers, excluding crew members, and (ii) suitable for VIP operations & for passengers operations 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 ____ 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 flying of 45 hours per month during the tenure of contract.

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 _____ and ending on _____. 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 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.
- 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.

4. PERIOD OF CONTRACT

This contract will be valid for a period of five years from date of starting operation, which may further be extended on mutual agreement and for a period as required by the State Government.

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\$1500 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. 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 per hour plus prevailing GST for assured flying of 45 hours or for hours actually flown, if above the assured flight time.

8. PRODUCTION OF INVOICE

8.1. 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.

8.2. All payments will be released by the Lessee not later than 30 days of receipt of invoice.

9. RESPONSIBILITIES OF THE LESSOR

9.1. 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.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. Provide insurance, medical accommodation, meals and transport for crew at base station.
- 9.6. Helicopter always to be kept in tidy, clean and presentable condition.

10. CHARTERER'S (LESSEE'S) RESPONSIBILITIES

- 10.1. The State Government will furnish to the Lessor programme on very short notice.
- 10.2. 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.
- 10.3. 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.

11. TERMINATION ON EXPIRY OF THE TERMS

- 11.1 This agreement shall stand automatically terminated on the expiry of the contract period.
- 11.2 The Lessor shall remove the helicopter from State Government's operating base within 07 (seven) 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.

12. 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.

13. FORCE MAJEURE

- 13.1. 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.

13.2. 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.

13.3. 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.

14. ARBITRATION

14.1. 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.

14.2. 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.

14.3. The Laws of India shall be applicable.

15. 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.

16. CONSEQUENTIAL DAMAGE

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

17. 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.
