

NOTICE INVITING TENDER

PROCUREMENT OF TWIN ENGINE HELICOPTER FOR THE PURPOSE OF VIP FLYING

**CIVIL AVIATION
DEPARTMENT
HARYANA**

30 Bays Building, 3rd Floor, Sector 17- B, Chandigarh, 160017
Phone: +91-172-2709386, 2709174 | email- cavation@hry.nic.in
Website: www.haraviation.gov.in

December 2021

**Notice Inviting Tender for Procurement of Twin Engine Helicopter for the purpose of VIP Flying
Civil Aviation Department, Haryana**

CIVIL AVIATION DEPARTMENT,HARYANA

30 Bays Building, 3rd Floor, Sector 17-B, Chandigarh, 160017
Phone:+91172 -2709386,2709174 | Email: cavation@hry.nic.in
Website: www.haraviation.gov.in

GLOBAL TENDER ENQUIRY

Sub: PROCUREMENT OF TWIN ENGINE HELICOPTER FOR THE PURPOSE OF FLYING VIP
AND DIGNITARIES OF THE STATE OF HARYANA

NIT No.<CAD/V-12>

E-tender No: **2021_HRY_200857**

The Civil Aviation Department, Government of Haryana, **invites sealed tender from OEM firms / agencies and their affiliates** of global repute under “Two-Bid System (Stage 1 – Technical Bid and Stage 2 – Financial Bid) for **Procurement of Twin Engine Helicopter for the purpose of VIP Flying.**

Interested bidders may download the tender document from <https://etenders.hry.nic.in> The last date of submission of complete bid is 07-Feb-2022

Advisor, Civil Aviation Department

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**Notice Inviting Tender for Procurement of Twin Engine Helicopter for the purpose of VIP Flying
Civil Aviation Department, Haryana**

CIVIL AVIATION DEPARTMENT, HARYANA

30 Bays Building, 3rd Floor, Sector 17, Chandigarh,
160017, Phone:0172-2709174,2709386,

Email:'Civil Aviation Haryana' <cavation@hry.nic.in> Website:www.haraviation.gov.in

Notice Inviting Tender
(Inviting of Bids through E-Tender)

Civil Aviation Department, Government of Haryana invites **sealed tender from OEM firms / agencies and their affiliates** for procurement of Twin Engine Helicopter for the purpose of VIP Flying.

NITNo.CAD/V-12Date:22-Dec-2021

Instruction to the Bidders:

Sl. No.	Particulars of the Bid	Details in regard to the Bid particulars
1.	Name of the Work	Procurement of Twin Engine Helicopter for the purpose of VIP Flying.
2.	Sl.No.of Tender.	CAD/V-12
3.	Online submission of Tender Fee, EMD & E-Service Fee (to be paid in INR)	On or before the last date of submission of Technical Bids up to 02:00 PM (14:00 Hours) as per the Indian Standard Time.
4.	Instruction for Online Bid Submission	The bidders are required to submit soft copies of their bids electronically on the CPP Portal Haryana, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal Haryana, prepare their bids in accordance with the requirements and for submitting their bids online on the CPP Portal Haryana. More information useful for submitting online bids on the CPP Portal Haryana may be obtained at: https://etenders.hry.nic.in
5.	Pre – bid meeting	A pre- bid meeting will be held for prospective bidders for their queries, suggestions & views for the RFP
6.	Timeline	a. Date of Advertisement of Notice Inviting Tender (NIT):-22-Dec-2021 b. RFP Upload Date – 22-Dec-2021 c. Last Date to download RFP - 20-Jan-2022 d. Online Stakeholder Meeting / Pre-Bid Meeting: -24-Jan - 2022 14:30 Hrs (IST) e. Last Date of Submission of Bid: 7 th Feb- 2022
7.	Date & Time of opening of Technical Bids/s	8 Feb 2022 11:30 Hrs (IST)
8.	Date & time of opening of Financial Bids/s	To be communicated later after Technical Bid Opening

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Sl. No.	Particulars of the Bid	Details in regard to the Bid particulars
9.	TenderFee / E – Service Fee	The Bidder shall furnish e-service fee as part of its Bid. Non-refundable e-service fee @INR. 1000/- per bidder will be credited into the account of Society of IT initiative fund for e-Governance where a separate account with the link ‘DSD-NIC e-Tender Service Fee Fund’ will be maintained. Or INR 1,000/- in the form of Demand Draft in favour of “Advisor, Civil Aviation” Department Government of Haryana payable at Chandigarh to be submitted to the office of the Civil Aviation Department Government of Haryana 3 rd Floor 30 Bay Building Sector 17- Chandigarh – India Pin 160017.
10.	EarnestMoney Deposit (EMD)required for the Performance Security	A refundable Earnest Money Deposit amount to 5% of the total value of the Financial Bid shall be submitted. The EMD shall be submitted along with the FORM –06 in the form of Bank Guarantee / Demand Draft or Banker’s Cheque.
11.	Bid Validity	90 days from the date of opening of Technical Bid.
12	Currency of the Bid	The Bidder should quote in United States Dollar (USD) only. The Contract Agreement shall be entered in the currency of quotei.e., USD.
13.	Rate of Exchange	The bills selling rate of internationally tradable currency as declared by State Bank of India on the date of opening of price bids shall be applied for conversion of foreign currency into Indian Rupees for the purpose of price bid Evaluation.
<p>Sd/- Advisor, Civil Aviation Civil Aviation Department, Haryana 30 Bays Building, 3rd Floor, Sector 17 Chandigarh, 160017</p>		

The tender document can be downloaded from the website of Civil Aviation Department, Haryana (www.haraviation.gov.in) and <https://etenders.hry.nic.in>.

Interested bidders are advised to regularly visit the website in order to update themselves with regard to any changed or additional information related to the tender furnished therein. Civil Aviation Department, Haryana reserves the right to re-issue again/amend/cancel this tender, amend the tentative schedule and critical dates of participating in the tender. It is the sole responsibility of prospective bidders to go through official website (www.haraviation.gov.in) from time to time for any updates.

1. About the Civil Aviation Department

The Civil Aviation Department is the nodal department responsible for the civil aviation activities, development, operations and maintenance of airstrips, flying schools, as

well as operating flight schedule for movement of VIPs. The Civil Aviation Department is looking for reputed player with a reputed track record of supplying Twin Engine Helicopter for the purpose of VIP flying. Please refer to the official website of Civil Aviation Department (www.haraviation.gov.in) for detailed information about the Department and its functions.

2. Key Terms of the Tender

Considering the importance of procurement, the key terms of procurement and specification of the helicopter has been submitted below:

2.1 Helicopter should have valid Export Certificate of Airworthiness & Certificate of Origin from the country of manufacture and is to be compliant under DGCA rules and regulations while at the time of delivery.

2.2 It is mandatory for the offered helicopter model to have **proven safety record** for preceding 5 years from the date of submission of the tender.

By “**Proven safety record**” means that any accident or incident concerning the aircraft model and type which has been subject to, investigation by the Civil Aviation investigating and regulatory authorities of the country of occurrence and or the regulatory authority of the country of manufacturing or by any other internationally established investigation board or regulatory authority, **and it has been established that the accident or incident was not due to any inherent manufacturing defect or due to use of substandard component or aircraft part**

2.3 Any firm / agency / bidder that has been blacklisted by the Government of India/State Government and departments/Public Sector enterprise will NOT be eligible to participate in the tender.

3. Scope of Work

The Civil Aviation Department, Government of Haryana established in the year 1966, is also responsible for the management of flight charter for VIPs of the Government of Haryana.

In this regard, the department is seeking to procure from organization of global repute engaged in the business of manufacturing of aircraft (OEM firms / agencies and their affiliates), a new Twin Engine Helicopter to be utilized for the purpose of flying VIP and dignitaries of the state of Haryana.

The scope of work for the services sought are outlined as under:

3.1 General Scope of Work

3.1.1 The offered helicopter should be capable of carrying minimum 02 + 07 passengers in VIP configuration (as defined in the CAR, Series ‘C’, Part X, Note 2, dated 2nd June 2010). The helicopter capable of carrying minimum 02 + 07 in VIP Configuration passengers or equivalent weight of 75 Kgs. per passenger for total 250 nm, up to 20°C operating conditions. Range of 250 nm means that the helicopter with load (Passengers and / or cargo) should be able to fly at least

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250 nm on its integral fuel tank without using any auxiliary tank or refueling midway.

- 3.1.2 Under the provisions of Civil Aviation Requirements (CAR), Section 3, Part X, issued on 2nd of June 2010, the offered helicopter MUST have good operational capability under IFR, reliability and easy maintainability. The aircraft should have been type certificated to the satisfaction of DGCA as specified in CAR 21.
- 3.1.3 The offered helicopter shall be fitted with mandatory equipment as specified by DGCA at the time of delivery.
- 3.1.4 VIP Configuration – The helicopter to be owned by the Civil Aviation Department, shall be increasingly used for carriage of Governors, Chief Ministers, State / Central Ministers, and other important dignitaries. In order to ensure better safety, oversight, and control on the operation of such aircraft, it is recommended that the specification mentioned in the FORM 3 – Technical Checklist is strictly adhered to.
- 3.1.5 In addition to the procurement of the Helicopter, following additional requirements are expected as a part of the overall scope of work of the bidder;
 - 3.1.5.1 Training and Endorsement of 03 Pilots (VFR + IFR + Night) as per the requirements of the Director General of Civil Aviation, Govt. of India.
 - 3.1.5.2 At the time of the acceptance / delivery / training, OEM firms / agencies and their affiliates pilot to conduct PPC / Skill Test / Route Check / IR Check / Supervisory Check. (as applicable based on the current qualification of pilots as per the DGCA),
 - 3.1.5.3 Training of 02(Two) Aircraft Maintenance Engineers for Airframe& Engine and 2 (Two) Aircraft Maintenance Engineers for Avionics Aircraft Maintenance Engineers (02 X B1 and 02 X B2).
 - 3.1.5.4 A Simulator and Ground Refresher Course for 03 Pilots within 18 months of delivery of the Helicopter.
 - 3.1.5.5 Support for Certificate of Registration (CoR) and certificate of Airworthiness (CoA), with preparation of necessary manuals / documents for the approval of the Director General of Civil Aviation, Govt. of India.
 - 3.1.5.6 Subscription of Navigation Data moving maps and terrain data for 5 years from the date of acceptance.

4. EligibilityCriteria

Sl. No.	Criteria	Documentof EvidencetobeProduced in support of the Criteria
4.1	The bidding firm / agency must be a registeredcompany in their country and classified as a company engaged in the business of manufacturing of Aircraft (OEM firms / agencies and their affiliates), provide services related to aircraft operations and	Certificate of Incorporation/ Registration and / or any other legal statuette and / or document that substantiates the Incorporation / Registration of the bidding firm / agency in its original country of incorporation / registration and that the company is engaged in the business of manufacturing of Aircraft (OEM firms /

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Sl. No.	Criteria	Document of Evidence to be Produced in support of the Criteria
	maintenance and affiliate of such company.	agencies and their affiliates), provide services related to aircraft operations and maintenance and affiliate of such company.
4.2	Average Annual Turnover of the firm / agency shall be USD 1 billion for the preceding 3 years from the date of submission.	A Certificate from the Chartered Accountant certifying that the bidding agency has average annual turnover of USD 1 billion in the preceding 3 years.
4.3	The bidding firm /agency must have a valid PAN and GST number and / or Tax Details of the country where the firm / agency is registered / incorporated.	Certified copy of the PAN card and GST Registration Certificate (for Indian Registered Companies)/ Tax Details of the country where the firm / agency is registered / incorporated duly certified by Chartered Accountant.
4.4	The firm / agency / bidder must have been in operation for a minimum period of 10 years as on date of submission of bid with at least 5-year experience in providing service with business of selling twin – engine helicopters to government agencies, where the minimum value of the contract is USD 300 million.	A Certificate from Chartered Accountant certifying that the bidding agency is in operation for a minimum period of 10 years as on date of submission of bid with at least 5-year experience in the business of selling the services of twin – engine helicopters to government agencies where the minimum value of the contract is USD 300 million.
4.5	The bidding firm / agency should submit Earnest Money Deposit (EMD) against Performance Guarantee.	The receipt of submission of Earnest Money Deposit (EMD) must be submitted along with FORM – 06.
4.6	The bidder should not have been blacklisted by any central or state government departments/agency/ministries or PSUs in India.	A declaration/ undertaking by the authorized representative of the bidding agency to be submitted stating that it is NOT blacklisted by any central or state government departments / agency / ministries or PSUs in India.

5. General Terms & Conditions for the Bid

- 5.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal Haryana (URL: <https://etenders.hry.nic.in>) by clicking on the link “Online bidder Enrollment” on the CPP Portal Haryana.
- 5.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 5.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal Haryana.
- 5.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudra etc.), with their profile.

- 5.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 5.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

6. Preparation of Bids

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, and the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 6.3 Bidder, in advance, should ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 6.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

7. Submission of Bids

- 7.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission deadline. Bidder will be responsible for any delay due to other issues.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
- 7.3 Bidder has to select the payment option as "offline" to pay the Bid Security as applicable and enter details of the instrument.
- 7.4 Bidder should prepare the bid security as per the instructions specified in the bidding document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the bidding documents. The details of the Demand Draft physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 7.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided in FORM -05 (Financial Bid) and FORM - 04 (Financial Proposal) and no other format is acceptable. If the price bid has been given as a

standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online. The price schedule format shall not be modified or altered. If the Financial Bid file is found to be modified by the bidder, the bid will be rejected.

- 7.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.8 Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

8. Assistance to Bidders

- 8.1 Any queries relating to the process of online bid submission or queries relating to CPP Portal Haryana in general may be directed to the 24x7 CPP Portal Haryana Helpdesk.
- 8.2 Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
- I. Telephone: +91120 – 4200462 / 0120 - 4001002
 - II. Mobile: +91 8826246593
Email: support-eproc@nic.in, / cavation@hry.nic.in
 - III.
 - IV. 24x7 Helpdesk Numbers:
 - +91120-4001 002
 - +91120-4200 462
 - +91120-4001 005
 - +91120-6277 787

9. Evaluation Process

The bidding and selection of the firm / agency for the procurement will be carried out as a two – stage (2 Stage) process:

Stage 1: Technical Evaluation

In this stage, all bidders will be evaluated based on the Technical Submission of the requirement of the Civil Aviation Department, Haryana as mentioned in the Clause 2, Technical Details, based on the Submission made by the bidder on the FORM - 03, the Technical Bid will be evaluated for the selection of agencies qualifying the Stage 1.

Note: The Technical Proposal wherever is materially deficient or inconsistent in any aspect, or fraudulent; the Proposal shall be declared Non-responsive and shall not be considered for further evaluation.

Stage 2: Financial Evaluation

The firms / agencies / bidders who will qualify the Stage 1 will be eligible for the Financial Evaluation (Stage 2). **The Lowest financial quote (Inclusive of the Taxes)** as determined 'L1' will be selected as the winning firm / agency / bidder.

10. Penalty Clause

10.1 In case of delay in delivery/non-performance/failure to perform according to the NIT, the Civil Aviation Department shall have the power to withhold payments/impose penalties/take penal action as deemed fit. The department in such case may:

10.1.1 Terminate the work order by giving 15 days' notice.

10.1.2 Impose a penalty equal to 1% of total value of the contract for delayed work / delivery as per the agreed timeline subject to a total of 10% of the total value of the contract.

11. Cancellation of Order

11.1 The Civil Aviation Department, Haryana issuing the tender, reserves the right to cancel whole or part of the work orders issued under certain emergent conditions or any compelling circumstances as per the discretion of Government of Haryana

12. Fraud and Corrupt Practices

12.1 The Participating Bidders and their respective officers, employees, and advisers shall observe the highest standard of ethics during the selection Process. Notwithstanding anything to the contrary contained herein, the Civil Aviation Department, Haryana may reject a Proposal without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in

corrupt practice, fraudulent practice, coercive practice, undesirable practice or any other practice restricted or prohibited by law in the selection Process.

13. Award of Contract

- 13.1 The Civil Aviation Department, Haryana will determine to its satisfaction whether the bidder selected, through the two-stage process, as having submitted the lowest evaluated (L1) responsive bid is qualified to satisfactorily perform the contract. The Selected Bidder may, if necessary, be invited for re-confirmation. The re-confirmation will be, for re- confirming the obligations of the bidder under this NIT. Issues such as Technical Specifications of the item under procurement, built quality of the product to be delivered, and any other details pertaining to the selection of the firm / agency / bidder and / or the item under procurement shall be discussed during re-confirmation.

14. Arbitration

- 14.1 Venue of arbitration will be ChandigarhIndia and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

15. Jurisdiction of Court

- 15.1 The High Court of Punjab and Haryana shall alone have an exclusive jurisdiction to decide any difference, dispute and claim for and against THE ADVISOR, CIVIL AVIATION DEPARTMENT / BIDDER arising out in respect of the said NIT.

FORMS

FORM – 01

Proposal Cover Letter (To be signed and stamped on the letter head of the respective firm / agency)

FROM:

[Location, Date]

To,

TheAdvisor
Civil Aviation Department
Government of Haryana
30 Bays Building, 3rd Floor, Sector 17, Chandigarh, India - 160017

Email : cavation@hry.nic.in

Subject: Cover Letter for Procurement of Twin Engine Helicopter for the purpose of VIP Flying.

DearSir,

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the helicopter as required and outlined in the NIT. To meet such requirements that are set out in the tender document, we attach hereto the tender response as required by the tender document, which constitutes our bid.

We undertake, if our bid is accepted, to adhere to the schedule for providing the services of purpose put forward in the NIT or such adjusted plan as may subsequently be mutually agreed between us and Civil Aviation Department, Haryana or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 90 days from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Civil Aviation Department, Haryana.

We confirm that the information contained in this bid or any part thereof, including its schedules, and other documents and instruments delivered or to be delivered to Civil Aviation Department, Haryana is true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead Civil Aviation Department, Haryana as to any material fact.

(continued to next page) ...

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We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever. It is hereby confirmed that I / We are entitled to act on behalf of our corporation /company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated on this Day of 2021

(Signature)

(Inthe capacityof)

Duly authorized to sign the Tender Response for and on

behalf of:(NameandAddressofCompany)

Seal/Stampof bidder

FORM – 02

Technical Proposal Submission Form(Onthe letterheadofthe Company/Firm)

[Location,Date]

FROM:

To:

TheAdvisor
Civil Aviation Department
Government of Haryana
30 Bays Building, 3rd Floor, Sector 17, Chandigarh, India - 160017

E-mail : cavation@hry.nic.in

Subject: Technical Proposal Submission Form for Procurement of Twin Engine Helicopter for the purpose of VIP Flying.

DearSir,

I/We the undersigned, offer to provide the services in respect to your Notice Inviting Tender. I/We are hereby submitting our Proposal which includes this Technical Proposal. Our proposal is valid for acceptance for 90 Days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

I/We accept all terms, conditions and stipulations of the NIT unconditionally and hereby declare that all the information's and statements made in this proposal are true and accept that any of our misrepresentation contained in it, may lead to our disqualification from the selection process in addition to imposition of penalty as deemed fit by Civil Aviation Department.

I/We hereby declare that our company has not been debarred / blacklisted by any Government / Semi Government organizations. I further certify that I am the competent authority in my company authorized me to make this declaration and signatory authority on behalf of the organization.

Yours sincerely,

AuthorizedSignatory

[Signature with DateandSeal]:

NameandTitleoftheSignatory:_____

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Nameofthecompanywithcomplete address: _____

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**FORM – 03
TECHNICAL CHECKLIST**

Sl. No	Attributes	Relevant Document to be Attached (Specific document wherever required has been separately mentioned)	Submission Remarks
1.	The helicopter should be Medium Category (capable of carrying minimum 02+07 passengers) latest technology Twin Engine Helicopter.		
2.	The helicopter capable of carrying minimum 02 + 07 in VIP Configuration passengers (with atleast 2 VIP seats with arm rests) or equivalent weight of 75 Kgs. per passenger for total 250 nm, up to + 20°C / - 20°C operating conditions as per the Indian weather requirements. (For e.g., Air-conditioning for Indian summer temperatures, Fitted with Sand Filter Engine Protection etc.) and other components and fittings as mentioned in the Form - 5 (Financial Bid)		
3.	Proven safety record for the offered model of the helicopter in the preceding 5 years from the date of submission of the tender. Refer Clause 2.2 – Key Terms of the Tender.	Certificate attached on firm / agency's official letterhead	
4.	The helicopter should have range to fly full length and breadth of Haryana (approx. 250nm) without the need for refueling		
5.	The helicopter should have Hovering in Ground Effect (HIGE) and HOGE (Hovering Out of Ground Effect) in ISA +20°C / - 20°C operating conditions.	Please attach flight manual pages of (a) Basic Weight (b) Fuel Consumption (c) IGE/OGEGraphs	
6.	The helicopter should be IFR equipped for single/two pilots' operations.		
7.	The helicopter should have dual controls, single pilot and dual pilot IFR compliance.		
8.	The helicopter should have 5 years or 900 Flying Hours warranty for airframe, engine and avionics, (whichever is earlier).		
9.	The helicopter should be accompanied with valid Export Certificate of Airworthiness and Certificate of Origin		

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Sl. No	Attributes	Relevant Document to be Attached (Specific document wherever required has been separately mentioned)	Submission Remarks
10.	The helicopter should be type certified to the satisfaction of DGCA as specified in CAR for VIP Flying.	Copy to be attached	
11.	The helicopters should have performance class 1 and Category A capability.	Copy to be Attached	
12.	The point of delivery of the Helicopter shall be at Chandigarh/ New Delhi or any other delivery location as specified by the Civil Aviation Department. – Government of Haryana		

FORM – 04
Financial Proposal (To be signed and stamped on the letter head of the respective firm / agency)

FROM:

[Location, Date]

To,

The Advisor
Civil Aviation Department
Government of Haryana
30 Bays Building, 3rd Floor, Sector 17, Chandigarh, 160017
E-Mail : cavation@hry.nic.in

Subject: Financial Proposal for the Procurement of Twin Engine Helicopter for the purpose of VIP Flying.

Sir,

As a part of the tender for procurement of Twin Engine Helicopter for the purpose of VIP Flying, we hereby submit the following Financial Proposal quotation to the Civil Aviation Department, Haryana.

We quote USD (USD in words followed by USD . in figures in brackets) inclusive of applicable taxes towards our Cost to be paid as per payment schedule specified in the Purchase Agreement. The fee quoted is inclusive of applicable taxes,

We abide by the above quote, terms and conditions of the tender, if Civil Aviation Department selects us as the firm / agency for this scope of work.

We also understand that in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of ninety (90 days) from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Non - compliance to the above format shall disqualify the firm's proposal.

**FORM – 05
Financial Bid**

Sl. No.	Classification of the Goods to be Procured	Cost (in USD)	Remarks
1.	<p>Base Price of the Helicopter must be inclusive of the following features :</p> <p>i. AERO – ENGINE : FADEC , Engine Inlet Barrier filter</p> <p>ii. AIR FRAME - VIP Configuration with at least 2 VIP seats, Four Axis Auto Pilot. Wire Strike protection, Tinted Glass, Effective Air Conditioner, Cabin Sound proofing, Satellite phone with antenna, Mobile Charging pods in cockpit and cabin CVR, DFDR, HUMS (Health and Usage monitoring system) All Covers , blanking , lashing equipment</p> <p>iii. AVIONICS- Weather Radar, HTWAS, (Helicopter Terrain Awareness & Warning System, Primary TCAS (Traffic Collision Avoidance System) Synthetic Vision System.</p> <p>Note: The base price of the helicopter shall mandatory include all of the above features and all other requirements as per Technical Checklist – Form 3 which is as per the specific requirements and norms of the</p>		

**Notice Inviting Tender for Procurement of Twin Engine Helicopter for the purpose of VIP Flying
Civil Aviation Department, Haryana**

	Director General of Civil Aviation Government of India and Indian environmental conditions		
3.	Applicable Taxes		
4.	Total in Figures		
	Total in Words		

Price List for Optional Equipment:

The Firm / Agency / Bidder have to submit the detailed **Price List for Optional Equipment, spares and tools , Handling equipment** along with the FORM – 05, Financial Bid.

The Price List for Optional Equipment will be referred to by the Civil Aviation Department, Haryana post the selection of L1 Bidder based on the FORM – 05, Financial Bid. Subsequently all aspects of Optional Requirements will be considered strictly on the figures quoted in that Price List.

FORM – 06
Format for Submission of Earnest Money Deposit (EMD) for the purpose of Performance Guarantee

To,

The Advisor

Civil Aviation Department- Government of Haryana

30 Bays Building, 3rd Floor, Sector 17, Chandigarh, India160017

E-Mail : cavation@hry.nic.in

Subject: Submission of Earnest Money Deposit towards the purpose of Performance Guarantee for the Procurement of Twin Engine Helicopter for the purpose of VIP Flying.

1. In consideration of Civil Aviation Department, Government of Haryana (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to....., having its office at..... (hereinafter referred as the "Agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Agreement dated..... valued at USD (USD.....), USD(hereinafter referred to as the "Agreement") the Procurement of Twin Engine Helicopter for the purpose of VIP Flying, and the Agency having agreed to furnish a Bank Guarantee amounting to USD . (USD) to the Authority for performance of the said Agreement.

We, having our registered office at and one of its branches at -----(hereinafter referred to as the "Bank") at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding USD (USD) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.

2. We, . (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding USD(USD).

4. We, . (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

5. We, . (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or

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by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of three years from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

6. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

8. We, . (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

9. We (indicate the name of Bank) undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to USD.
(USD).....) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 9 hereof, on or before [(indicate the date falling three years after the date of this Guarantee)].

For
Name of Bank:
Seal of the Bank:
Dated on the.....day of..... 2021

(Signature, name and designation of the authorised signatory)

Note:
The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

MODEL PURCHASE AGREEMENT FOR TWIN ENGINE HELICOPTER

**Notice Inviting Tender for Procurement of Twin Engine Helicopter for the purpose of VIP Flying
Civil Aviation Department, Haryana**

AGREEMENT OF PURCHASE for (Registered name of the Product).....

THIS AGREEMENT is made on this day of
(Consisting of all parts of this document, all exhibits)

BETWEEN

The Governor of Haryana acting through the Advisor, Civil Aviation Department, Haryana, 30 Bays Building, 3rd Floor, Sector 17 / B, Chandigarh, INDIA, PIN CODE - 160017 hereinafter, referred to as "PURCHASER unless excluded by or repugnant to the context, be deemed to include its successor in interest, representation and assigns) of the FIRST PART.

AND

.....
having its office at
hereinafter, referred to as "SELLER" (which expression shall unless repugnant to the context thereof, include successors and permitted assignee) of the SECOND PART.

PART 1

Seller Name:
Seller Address:
Seller Telephone:
Seller Fax:
Seller E-Mail:

Purchaser:

Civil Aviation Department, Government of
Haryana

Purchaser Address:

O/o Advisor, Civil Aviation Haryana, 30 Bays
Building, Sector 17 / B, Chandigarh, INDIA
PIN CODE – 160017
E- mail: cavation@hry.nic.in

Expiration Date:
Helicopter Year:
Make:
Model:
Serial Number:
Specification and Description
Equipment Selection Guide
Detailed Configuration Due Date

Ready for Delivery By:

If a month of quarter is identified, Seller will notify Purchaser of the Ready for Factory Delivery Date via letter sent to Purchaser's Address at least fifteen (15) working days before the Factory Ready for Delivery Date.

The Final Acceptance Date will be at the completion of Factory Acceptance, Payment received and ferry to Chandigarh, India.

Actual Delivery Date:

The Delivery Date will occur within three (3) working days after the Ready for Delivery Date.

Delivery Location

Factory Acceptance at the Location:

Final Acceptance at the Location:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

“Actual Delivery Date” means the date when the Aircraft in fully airworthy condition is handed over to Purchaser at the Delivery Location, which is NEW DELHI/Chandigarh or any other destination in India as specified by the Purchaser.

1.1.1 "Date of Delivery" means the date Aircraft is delivered at Mobilization Point in airworthy condition along with necessary spares to cover one year of scheduled maintenance at the port of mobilization as specified by the Purchaser and accepted by the Seller .

1.1.2 "Delivery Certificate" means certificate of acceptance of helicopter(s) indicating date, place and time in airworthy condition along with necessary spares; to cover one year of scheduled maintenance at jointly signed by representatives of SELLER and PURCHASER.

1.1.3 “Helicopter” means the helicopter specified in Part 1 of the agreement and the configuration as specified in the Exhibit A - Detailed Schedule of Price.

1.1.4 “Comprehensive Insurance Coverage” means insurance coverage for the helicopter, its parts and spares while on transit pursuant to an accident, damage and or disaster.

1.1.5 “Payment” or “Terms of Payment” means the obligation of dues towards the cost of purchase of the helicopter.

1.1.6 “Validity of this Agreement” means the full period of the warranty of the helicopter and its spares as provided by the SELLER.

1.1.7 “Warranty” means the statement by the SELLER made in regard to the helicopter to the PURCHASER more in the nature of promise and providing an assurance in future pertaining to the helicopter.

1.1.8 “Warranty Period” means the period or tenure specified by the SELLER to the PURCHASER effective from the date of purchase of the helicopter.

2. SELLER'S COMMITMENT TO THE PURCHASER

2.1 Sale –THE SELLER shall sell and deliver to the PURCHASER, and the PURCHASER shall purchase from SELLER, the Quantity of one Helicopter. The Helicopter shall be a Model Helicopter equipped with the items of additional equipment specified in Exhibit B, Part 1 (the “Helicopters” or individually “Helicopters”). In addition, SELLER shall sell and perform the Completion Services for PURCHASER and PURCHASER shall purchase the Completion Services on each Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit B, Part 2 (the “Helicopters” or individually “Helicopter”). The Helicopters shall be factory accepted at SELLER'S designated facilities in and title to the Helicopter shall be transferred to the PURCHASER at PURCHASER'S designated address.

2.2 Publications and Training – In conjunction with the sale of the Helicopter(s), SELLER agrees to provide: (i) the technical publications described in Exhibit C and (ii) the training described in Exhibit D.

2.3 Helicopter Warranty – SELLER'S warranties and PURCHASER'S remedies are set forth in Exhibit E.

2.4 Spare Parts Provisioning – Spare Parts Provisioning is set forth in Exhibit F.

3. INSPECTION, ACCEPTANCE, DELIVERY AND TITLE TRANSFER

3.1 Presentation for Acceptance – The Helicopter shall be presented for acceptance at the SELLER designated facility (the “Designated Facility”) on the Scheduled Presentation date. During such presentation, the PURCHASER shall be entitled to a standard acceptance test flight for the Helicopter. PURCHASER'S obligation to purchase the Helicopter is conditioned upon and subject to PURCHASER being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3.2 Acceptance, Delivery and Title Transfer – After presentation, PURCHASER shall evidence its acceptance of the Helicopter(s) by executing a Certificate of Helicopter Acceptance in the form of Exhibit G Part 1. Thereafter, upon receipt of the Helicopter Final Payment in accordance with Exhibit A1, SELLER shall deliver to PURCHASER accordingly, a Bill of Sale and a Certificate of Airworthiness to evidence delivery and title transfer. The Helicopter shall be delivered from the delivery facility of the SELLER, and to be delivered at Chandigarh /New Delhi or any other airport as specified by PURCHASER at the designated facility of the PURCHASER

3.3 No Prospective Registration of Interest – Prior to the transfer of title as provided in this Agreement, PURCHASER, without the prior written consent of SELLER, shall neither register nor consent to the ability of any person to register any interest in the Helicopter, or any engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law known as the Cape Town Treaty Convention on International Interests in Mobile

Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by SELLER to registration of any interest in the Helicopter or its engines shall be subject to, among other things at SELLER'S sole discretion, receipt by SELLER of all payments due under this Agreement at the time of title transfer of the Helicopter to PURCHASER. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against SELLER and PURCHASER shall immediately upon request of SELLER and at PURCHASER'S expense, take all required action to remove any such interest or other encumbrance on the Helicopter or engines in connection therewith.

3.4 Risk of Loss – SELLER shall have risk of loss of the Helicopter, subsequent to the transfer of title until the PURCHASER'S acceptance of the Completion Services as evidenced by the PURCHASER'S execution of a Certificate of Completion Services Acceptance in the form of Exhibit G, Part 2. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, SELLER shall be required, to repair such damage or restore such functionality; provided, that PURCHASER agrees that any insurance proceeds for such repair shall be paid directly to SELLER; and provided further that, if the Helicopter is damaged beyond repair SELLER shall, at PURCHASER'S option, provide PURCHASER with a new Helicopter in the next available delivery position under the same terms and conditions of this Agreement .

3.5 Presentation of Completion Services for Acceptance – Upon the completion of the Completion Services, the Helicopter shall be presented for technical acceptance of the work performed at the SELLER'S Designated Completion Center on the Scheduled Presentation Date of Completion of Services. During such presentation, the PURCHASER shall be entitled to a standard acceptance test flight for each Helicopter. PURCHASER'S obligation to accept the Helicopter is conditioned upon and subject to PURCHASER being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by PURCHASER, is in airworthy condition with all systems functional and in proper working order.

3.6 Acceptance of Completion Services – After the completion of the inspection, the Helicopter shall be presented to PURCHASER for final acceptance of the Completion Services at the Designated Facility. PURCHASER shall subject to evidence of its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services in the form of Exhibit G Part 2. Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Exhibit A1, SELLER shall provide to PURCHASER a service certification and, if applicable, an Export Certificate of Airworthiness (as per the norms specified by DGCA, India), and the Helicopter shall then be at PURCHASER'S risk. If applicable under the terms of this Agreement, SELLER retains the right to utilize its own freight forwarder for the preparation and booking of any export shipment.

4. PRICE/PAYMENT SCHEDULE

4.1 Price/Payment Schedule – The PURCHASER shall pay to SELLER the payments set forth in Exhibit A hereof by wire transfer to:
(or another account that SELLER may designate in writing). SELLER shall provide an invoice to PURCHASER for all payments due as described in Exhibit A.

5. HELICOPTER RELATED PROVISIONS

5.1 Type Design and Production Approval – The respective authority of civil aviation regulation of the country where the SELLER is registered must have granted the SELLER the Type Certificate for the (model of the Helicopter and Engine). The Helicopter is manufactured in accordance with the (regulatory laws of the land of the SELLER).

5.2 Special Flight Tests – Flight test work required for prototyping, functional checkout, or qualification of any additional equipment contracted may be performed by SELLER on the Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the PURCHASER. In the event the Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, SELLER shall at PURCHASER'S option, provide PURCHASER with a new Helicopter in the next available delivery position under the same terms and conditions of this Agreement, or SELLER or the insurance company shall promptly refund to PURCHASER all amounts theretofore paid by PURCHASER with respect to the purchase price thereof and this Agreement shall automatically terminate upon payment thereof.

5.3 Compliance Statement Regarding Airworthiness Directives (ADs), and Alert Service Bulletins (ASBs) – SELLER will deliver the Helicopter with all applicable ADs and ASBs complied with prior to the Scheduled Presentation Date Completion Services, however, SELLER and the PURCHASER shall review any ADs and ASBs that are issued less than sixty (60) days prior to the Scheduled Presentation Date Completion Services and determine, on a mutually acceptable basis, the schedule for compliance with such ADs and ASBs.

PURCHASER'S Changes to Configuration and Additional Equipment – In the event that PURCHASER desires to change the configuration specified in Exhibit B and/or obtain additional equipment for the Helicopter, the parties must agree to a mutually acceptable amendment to this Agreement reflecting such changes and setting forth any changes in the price and/or delivery schedule. For this purpose, the PURCHASER hereby appoints the PURCHASER'S Contact for Technical Issues as set forth in Article I, which person has authority to negotiate any such changes with SELLER and execute a legally binding Amendment reflecting such technical, price and/or delivery changes.

5.4 SELLER Specification Changes – Before the Scheduled Presentation Date Completion Services, SELLER reserves the right to make any substitution or amendment to Exhibit B that it deems necessary in order to ensure that the Helicopter complies with any airworthiness requirement or any mandatory airworthiness directive or service bulletins affecting the Helicopter issued by SELLER.

5.5 Future Upgrades and Configuration Enhancements – SELLER shall have the right to introduce model upgrades and configuration enhancements consistent with SELLER'S normal business practices.

5.6 Configuration Finalization – To facilitate finalization of the configuration for the Helicopter(s) and in furtherance of assisting PURCHASER with respect to any changes contemplated in Paragraph 4 of this Article 5, SELLER and PURCHASER agree as follows:

5.6.1 Purchaser Guidance – Not later than 3 months prior to the applicable Scheduled Presentation Date Helicopter f, PURCHASER must provide guidance to SELLER with respect to exterior paint colors and interior colors and materials (as applicable). SELLER will create exterior renderings and interior material boards based on this guidance, and will present this material at the configuration review meeting described in clause 5.6.2 below.

5.6.2 Configuration Finalization Meeting – Upon PURCHASER’S request, SELLER and PURCHASER will mutually agree to a date to occur not later than 2 months prior to the applicable Scheduled Presentation Date of the Helicopter in which to conduct a configuration review meeting at the SELLER’S Designated Facility to review and discuss the aircraft systems and interior specifications with PURCHASER. The intent of this meeting is to provide the PURCHASER with a thorough understanding of the aircraft systems and interior specifications. SELLER will also present to the PURCHASER exterior paint schemes and interior configuration and materials that are based on colors and guidance provided to SELLER prior to the meeting by PURCHASER (reference paragraph 5.6.1 above). PURCHASER approval of the specifications is sought at the time of the Configuration Finalization Meeting, but not later than thirty (30) days following the meeting. The document conveying PURCHASER approval of the specifications is the executed specification approval log, detailed in 5.6.3 below.

5.6.3 Customer Furnished Information – No later than 2 months prior to the applicable Scheduled Presentation Date Helicopter, PURCHASER will furnish to the SELLER with the following information for the Helicopter:

5.6.3.1 Executed specification approval log. Items requiring approval in this log include, but are not limited to:

- 5.6.3.1.1 Aircraft Completion Specification
- 5.6.3.1.2 Audio Specification (if applicable)
- 5.6.3.1.3 Interior Configuration Document
- 5.6.3.1.4 Interior Material Board
- 5.6.3.1.5 Seat Upholstery Style (if applicable)
- 5.6.3.1.6 Exterior Paint Rendering (if applicable)
- 5.6.3.1.7 Exterior Paint Colors
- 5.6.3.1.8 Exterior Paint Production Drawing
- 5.6.3.1.9 Any required purchaser furnished camera-ready artwork for logos (if applicable)
- 5.6.3.1.10 Registration numbers and ICAO addresses for each Helicopter

5.7 Changes to the Delivery Schedule – SELLER and PURCHASER shall execute an amendment to this Agreement to reflect any mutually agreed changes to the Price, Delivery Schedule and / or Payment Schedule, as required, as a result of any changes hereunder.

6. COMPLIANCE WITH LAWS

The terms, conditions and performance by the parties under this Agreement will comply with all laws, rules, regulations and controls; including but not limited to the following:

6.1 The Prevention of Corruption Act, 1988 (the “PCA”) and Anti-Bribery & Corruption Policy (the “ABCP”) prohibits both SELLER and PURCHASER from offering or giving anything of value to (i) any public official, (ii) any candidate for political office, (iii) any official of a political party, or (iv) any political party (collectively, the “Prohibited Group”) with an intent to (a) influence any act or decision which could assist PURCHASER or any of its affiliates, (b) induce any action in violation of a lawful duty, or (c) induce any person to omit any action in violation of a lawful duty.

It also is a violation of the foregoing laws for SELLER and / or PURCHASER to either (i) arrange for another person or entity to take any of the foregoing actions on its behalf or for its benefit, or (ii) permit such actions to be taken for its benefit, which could occur if PURCHASER directly or indirectly advised such person that PURCHASER did not want to know how an intended purpose was to be accomplished. Any of the foregoing actions would be considered to be a “Prohibited Action”.

As a condition to entering into this Agreement with PURCHASER, SELLER represents and warrants that:

6.2 SELLER will not engage or permit any of its officers, directors, employees, consultants, shareholders, agents or affiliates (collectively also referred as the “SELLER”) to engage, in any Prohibited Action.

6.3 None of the parties comprising SELLER and / or the PURCHASER is or will be a member of the Prohibited Group.

6.4 If, in spite of the foregoing representations and warranties, SELLER becomes aware that any of the foregoing representations and warranties have been violated, SELLER will immediately notify PURCHASER’S legal counsel in writing, including all details of such Prohibited Action.

6.5 If at any time SELLER is requested by PURCHASER to take any action which may violate the foregoing affirmations, SELLER will immediately notify PURCHASER’S legal counsel, in writing, including all details of such request.

6.6 SELLER will not knowingly, intentionally or willfully violate any laws of any jurisdiction in which SELLER performs the Work under this Agreement.

6.7 SELLER will fully co-operate, and will cause each party comprising the SELLER’S group members to fully co-operate, with PURCHASER and PURCHASER’S Legal Counsel in connection with any inquiry or investigation intended to ensure compliance with any applicable law

6.8 PURCHASER shall be entitled to immediately terminate this Agreement at any time, without further liability of PURCHASER or further obligation to SELLER, if there has been any breach of the representations or warranties in sub sections 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8 as mentioned above.

7. TERMS AND CONDITIONS

7.1 Inability Or Refusal To Pay – If PURCHASER is unable or refuses to make payment to SELLER in accordance with any of its obligations to SELLER, or if the PURCHASER’S acts or

omissions preclude PURCHASER'S performance under this Agreement, then SELLER may, at its option, terminate this Agreement by giving to PURCHASER written notice of its intention to terminate. Upon such termination, SELLER shall be relieved of any further obligations to PURCHASER

7.3 Taxes – In addition to the Total Contract Price, the PURCHASER shall be responsible for payment of any and all taxes (including any sales and use tax, but not including SELLER'S income taxes), which may be imposed by any taxing authority arising from the sale, delivery or use of the Helicopter.

7.4 Limitation of Liability – With respect to any Helicopter, part or service purchased under this Agreement and alleged to be the direct or indirect cause of any loss or damage to the PURCHASER, the sum equal to the invoiced price of such Helicopter, part or service including any liability for any incidental or consequential damages, limited to the extent of actual cost of such damages.

7.5 Assignment – This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it may not be voluntarily assigned, wholly or in part, by either party hereto without the prior written consent of the other party; provided however, that SELLER shall have the right to assign this Agreement to a wholly-owned subsidiary or the other affiliates of SELLER.

7.6 Construction – This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the PURCHASER present in the state of Haryana and, Government of India and the SELLER present in the country of registration of the SELLER. The parties further agree to submit to the jurisdiction of both the state and federal courts of SELLER and PURCHASER.

7.7 Notices – All notices or communications of any kind under and with respect to this Agreement shall be in the ENGLISH language. All legal notices shall be given by hand delivery or registered mail and, if to the PURCHASER, shall be addressed as indicated in PURCHASER'S address; and if to SELLER, shall be addressed to SELLER's registered address. The effective date of each such notice shall be the date it is received.

7.8 Non-Disclosure– With exception for the existence of this Agreement, the parties hereby agree that neither party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party except as may be required in the performance of this Agreement.

7.9 Entire Agreement – The terms and conditions contained in this Agreement constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon either party hereto unless in writing, signed by a duly authorized officer or representative thereof.

IN WITNESS WHEREOF, this Agreement has been executed by each party's authorized

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Civil Aviation Department, Haryana**

representative.

By:	By:
On behalf the Governor, Haryana acting through Advisor, Civil Aviation Department, Haryana	On behalf the name of the SELLER
Name:	Name:
Title:	Title:
Acceptance Date:	Acceptance Date:

Enclosed:

1. Exhibit A - Detailed Schedule of Price
2. Exhibit B – Helicopter Configuration
3. Exhibit C – Publications
4. Exhibit D – Training
5. Exhibit E – Warranty
6. Exhibit F – Spare Parts Provisioning
7. Exhibit G – Acceptance Certificates
8. Exhibit H – Form of Certification of Helicopter Acceptance
9. Exhibit I – Form of Certificate of Completion Services Acceptance

EXHIBIT A - DETAILED SCHEDULE OF PRICE

Base Price	Price in US Dollars
Detailed Configuration	
Pre-Delivery / Off Line Modifications and Other Charges	
a.	
b.	
c.	
d.	
Total Pre-Delivery / Off Line Modifications and Other Charges	
Spares & GSE	
Phase Inspection Spares	
Shipping	
Total Spares & GSE	
Total Detailed Configuration, Pre-Delivery Modifications, Other Charges and Spares & GSE	
Total Base price plus Detailed Configuration, Pre-Delivery Modifications and Other Charges and Spares & GSE (in Figures)	
Total (in words)	

EXHIBIT B – HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the PURCHASER, shall be installed on the Helicopter(s) to be delivered under this Agreement.

To be finalized by the PURCHASER and SELLER- as decided in the "Configuration finalization meeting

EXHIBIT C – PUBLICATIONS

1. **Publications** – With each Helicopter sold and delivered hereunder, SELLER shall furnish the PURCHASER with certain publications under this paragraph for use by the PURCHASER and its contractors in operating and supporting the Helicopter. SELLER shall provide the PURCHASER with two paper copies of the: Pilot's Helicopter Flight Manual (two copies, paper). SELLER shall also furnish to the PURCHASER with Interactive Electronic Technical Manuals (IETMs) contained on Hard Drive / Computer disk(s) for accessing the information contained in the Helicopter's Maintenance Manuals (which includes Illustrated Parts Catalog), HUMS User Guide, and Airworthiness Limitations and Inspection Manuals. In addition, two copies of the Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown Manual will be provided by SELLER . The IETMs shall be subject to SELLER'S standard IETM software license agreement terms.
2. **Alert Service Bulletins** – Alert Service Bulletins shall be issued on matters requiring the immediate attention of the PURCHASER and shall be generally limited to items affecting safety.
3. **Customer Service Notices** – Customer Service Notices shall be issued to furnish the PURCHASER with information regarding product improvement modifications and part changes.
4. **Revisions**—The PURCHASER shall receive a revision service to the customer and product manuals and IETMs for a period of 5 (five) years after the final acceptance of the Completion Services on the first Helicopter. An extended revision service is available at an additional price to the PURCHASER. Seller will provide 5 years. of revision service for vendor manuals on Hard Drive / Computer disk/(s).

EXHIBIT D – TRAINING

Initial Pilot Training Services – With each Helicopter sold and delivered hereunder, SELLER shall make available to 3 (Three) PURCHASER'S pilots a conversion pilot training Course for PIC consisting of a Visual Flight Rules (VFR) transition segment, and as required, an Instrument Flight Rules (IFR) transition segment. Each of the segments is programmed to provide emphasis on classroom training, cockpit familiarization using cockpit trainer, simulator and flight instruction and be of sufficient duration to transition an experienced twin engine qualified helicopter pilot. Each PURCHASER'S pilot must have a current commercial certificate helicopter instrument rating, Full flight simulator hours will be conducted in the pilot's station.

1. **Initial Maintenance and Electrical Training Services** – With the Helicopters sold and delivered hereunder, SELLER shall train 2 B1(Airframe and Engine) and 2 B2(avionics) Aircraft Maintenance Engineers of the PURCHASER an initial helicopter maintenance training course
2. **Engine Training Services** – With the Helicopter sold and delivered hereunder, SELLER shall make available engine maintenance course at the engine manufacturer's facility for two mechanical engine engineers (B1 Engineers) of the Purchaser
3. **Pilot Information** – As required by Indian Civil Aviation Ministry's law, including but not limited to The Aircraft Act, 2020, PURCHASER shall identify its personnel that will undergo pilot training. PURCHASER shall provide the names (and any other necessary information) of the pilot to be trained ninety (90) days prior to the beginning of training.
4. **Insurance Requirements** – PURCHASER agrees to carry as a minimum on the Helicopter purchased under this Agreement the following insurance from the scheduled time of delivery of the Completion Services on the Helicopter through the completion of all of the flight training services provided hereunder:

4.1 Aircraft Public Liability, Bodily Injury and Property Damage and Passenger Legal Liability Insurance, including Contractual Liability Insurance to cover the liabilities herein assumed by PURCHASER, with a limit of not less than (amount to be entered) for a single occurrence.

4.2 Aircraft Hull All Risk Loss or Damage Insurance covering the Helicopter in the amount of the Helicopter Unit Price plus the Completion Services Unit Price.

All of the insurance policies shall be issued by companies authorized to do business under the laws of the Government of India satisfactory to the SELLER, shall be in form and substance satisfactory to SELLER, shall name SELLER, and their respective affiliates as additional insureds, shall contain a provision prohibiting cancellation except upon at least ten (10) days prior written notice to SELLER and its affiliates, shall contain a complete waiver of subrogation by the insurer against the SELLER, and their respective affiliates, and shall be primary and non-contributory with respect to any insurance carried by SELLER and its affiliates. The PURCHASER shall furnish to SELLER either certified copies of such policies or certificates evidencing such insurance and waiver. Such copies or certificates shall be presented to SELLER days prior to the scheduled commencement of the flight training.

EXHIBIT E – WARRANTY

1. WARRANTY

The SELLER warrants to PURCHASER that the new helicopter sold by it, the parts and accessories installed thereon (except for the engines and engine accessories which are covered by their respective manufacturer’s separate warranties and PURCHASER furnished equipment), new spare parts, and repaired / overhauled parts shall be free from defects in material and workmanship under normal use and service for the periods outlined below.

1.1 Warranty on Replacement Parts

Parts replaced or exchanged (newly manufactured, repaired or overhauled) under a valid warranty claim are warranted for the remainder of the original warranty period associated with the discrepant part removed.

2. DURATION

Category	Period of Coverage	Includes
Primary Structural Parts		
Non-Primary Structural Parts & Dynamic Components Installed on Aircraft		
New Spare Parts		
Repaired / Overhauled Parts		
To be decided in the PURCHASER SELLER configuration finalization meeting		

3. SELLER’S OBLIGATIONS

3.1 Replacement.

The SELLER shall be obligated under this warranty to the replacement of the defective item with a new serviceable replacement item during the applicable term of the warranty.

4. Purchaser’s Obligations

4.1 The PURCHASER must notify the SELLER in writing of any defect occurring within the warranty period, after its discovery.

4.2 When SELLER elects to replaces warranted item, the PURCHASER must return the defective part to SELLER or its designated repair facility within 60 days of receipt of replacement or exchange item, if so, requested by SELLER.

4.3 If requested by SELLER, the PURCHASER must furnish to the SELLER with pertinent Helicopter operational and maintenance records. Such records may include any and all those prepared during the entire warranty period immediately preceding the discovery as well as records of any incident, accident, or unusual event encountered by the Helicopter at any time prior to the discovery of the defect.

5. Transportation

Transportation charges relating to approved warranty claims, up to and including the actual cost of shipment or equivalent, will be borne by the SELLER if returned in accordance with written shipping instructions from the SELLER.

6. EXCLUSIONS

This warranty does not apply to:

- 6.1** Helicopters which are not maintained, operated or repaired in accordance with the procedures recommended by the SELLER or its OEM's, agencies and their affiliates, and / or
- 6.2** Helicopters or parts which have been subject to abuse, misuse, negligence, combat damage, incident or accident, and/or
- 6.3** Helicopters or parts which have been subject to direct foreign object damage, ingestion of foreign material
- 6.4** Standard consumable and expendable items such as, but not limited to, seals, filters, gaskets, tires, hoses, bulbs, switches, batteries, bearings, brake pads and general hardware.
- 6.5** Normal wear and tear, including normal wear and tear to exterior paint and interior items such as, but not limited to, to seats, sidewall and headliner coverings, woodwork, plating and other soft trim appearance items and exterior paint.
- 6.6** Defects which result from contamination such as contaminated fuel, oil, hydraulic fluids and the like.

7. DISCLAIMER

7.1 TITLE

The SELLER warrants to PURCHASER that it will convey good title to the Helicopter and parts sold hereunder. SELLER'S liability and PURCHASER'S remedy under this warranty are limited to the removal of any title defect or at the election of maintenance service to the replacement of the Helicopter or parts thereof which are defective in title; provided, however, that the right and remedies of the parties with respect to patent infringement shall be limited to the provisions of Paragraph 7.2 below.

7.2 PATENT INFRINGEMENT

The SELLER shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by PURCHASER or any subsequent purchaser or user of any Helicopter or part delivered hereunder directly infringes any registered patent in India and the country of the SELLER, but only on the conditions that;

- 7.2.1** SELLER receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to PURCHASER and defendant for such defense.

7.2.2 The said Helicopter or part is made according to a specification or design furnished by the SELLER or, if a process patent is involved, the process performed by the Helicopter(s) is recommended in writing by SELLER; and

7.2.3 The claim, suit, or action is brought against PURCHASER, or one expressly indemnified by PURCHASER. Provided all of the foregoing conditions have been met, the SELLER shall, at its own expense, either settle said claim, suit, or action or shall pay all damages

(i) procure for defendant the right to use or resell the Helicopter or part,

(ii) replace them with an equivalent non infringing Helicopter or part,

(iii) modify them so they become non infringing but equivalent, or

(iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence).

7.3 GENERAL

7.3 This warranty may not be assigned or otherwise transferred to any other affiliate of the SELLER without the advance, written consent of the SELLER.

7.4 The SELLER is not liable for the costs incurred in troubleshooting, gaining access for removal of the discrepant item or reinstallation or testing of the repaired or replacement item except as set forth in paragraph 3.1.

7.5 Warranties covering the engines and engine accessories installed on the Helicopter are made separately to the PURCHASER by their respective manufacturers. All warranty claims pertaining to those items should be made directly to the manufacturer in question. The SELLER will assist the PURCHASER in submitting warranty claims to the engine manufacturer if so, requested by the PURCHASER.

EXHIBIT F – SPARE PARTS PROVISIONING

1. PROVISIONING:

Not later than 180 days prior to aircraft delivery to the PURCHASER, SELLER will conduct spare parts and support equipment provisioning and maintenance guidelines conference with the PURCHASER at PURCHASER's location.

EXHIBIT G (PART 1) – CERTIFICATE OF HELICOPTER ACCEPTANCE

Pursuant to the (enter the model's name) New Helicopter Sales Agreement Number (enter the Agreement Name and Number), dated.....(enter the year) between (enter the name of the SELLER) ("SELLER") and Civil Aviation Department, Government of Haryana ("PURCHASER") (the "Agreement"):

Inspection – PURCHASER hereby acknowledges that it has thoroughly inspected the (enter the model's name) bearing the helicopter Registration No.....and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – PURCHASER hereby accepts the helicopter described below on the..... day of(enter the year). Flight hours at time of acceptance are

IN WITNESS WHEREOF, Civil Aviation Department, Government of Haryana, has caused this Certificate to be executed on this.....day of (enter the year).

Civil Aviation Department, Government of Haryana.

By:
Name:
Title:

EXHIBIT G (PART 2) - CERTIFICATE OF COMPLETION SERVICES ACCEPTANCE

Pursuant to the (enter the model's name) New Helicopter Sales Agreement Number (enter the Agreement Name and Number), dated.....(enter the year) between (enter the name of the SELLER) ("SELLER") and Civil Aviation Department, Government of Haryana ("PURCHASER") (the "Agreement"):

Inspection – PURCHASER hereby acknowledges that it has thoroughly inspected the Completion Services Performed on the (enter the model's name) bearing the helicopter Registration No.....and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – PURCHASER hereby accepts the Completion Services described above on the day of..... (enter the year). Flight hours on the Helicopter at time of acceptance of the Completion Services are

IN WITNESS WHEREOF, Civil Aviation Department, Government of Haryana has caused this Certificate to be executed on this.....day of, (enter the year).

Civil Aviation Department, Government of Haryana.

By:
Name:
Title: