

Date : 05-Mar-2022

**Corrigendum -04** Response of the queries raised by the bidders for Notice inviting e-Tender No 2021\_HRY\_200857\_1 reference no. CAD/V-12 for Procurement of Twin Engine Helicopter for the purpose of VIP Flying

<b><u>Pre-Bid Queries received from M/s Airbus</u></b>					
<b>Sr. No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Content of RFP Requiring Clarification</b>	<b>Change Requested/ Clarification required</b>	<b>CAD Response</b>
1.	Instruction to Bidder	Page 5 Point 12	The Bidder should quote in United States Dollar (USD) only. The Contract Agreement shall be entered in the currency of quote i.e., USD	Currency of Bid - Is it a government of Haryana rule that the bidding for the tenders will take place in USD? Can the bid be made in EUROS? As Airbus is a European OEM will it be possible for us to bid in EUROS? It is therefore requested that the bidding currency be changed from USD to Euros	Quote to be in US Dollar only.
2.	Clause 2 – Key Terms of Tender	Page 6 Point 2.2	Proven safety record	In which format do you require the certificate? It is understood that a certificate on Airbus letterhead will suffice.	Proven safety record to be provided in the attached format signed by the accountable officer of the OEM.-Format attached
3.	Clause 3 – Scope of Work	Page 7 Point 3.1.5.2	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  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),	Can you please clarify if you would require each of the mentioned services during the initial type rating or at the time of simulator and ground refresher course - <b>PPC, Skill test, Route check, IR check, Supervisory check.</b> Please can you also clarify what is meant by supervisory check?	Test by day and night and IR check to be included as part of basic training- In case of delay in delivery by 6 months the Test pilot instructor of OEM who will be available at delivery location will have to conduct PPC/ Day and Night/IR/ Route Checks for CAD pilots. Supervisory checks can be conducted at the time of basic training on simulator.

4.	Clause 3 – Scope of Work	Page -7 Point 3.1.5	<p>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;</p> <p>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.</p> <p>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),</p> <p>3.1.5.3 Training of 02(Two) Aircraft Maintenance Engineers for Airframe &amp;, Engine and 2 (Two) Aircraft Maintenance Engineers for Avionics Aircraft Maintenance Engineers (02 X B1 and 02 X B2).</p> <p>3.1.5.4 A Simulator and Ground Refresher Course for 03 Pilots within 18 months of delivery of the Helicopter.</p> <p>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.</p> <p>3.1.5.6 Subscription of Navigation Data moving maps and terrain data for 5 years from the date of acceptance</p>	<p>It is mentioned that 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.</p> <p>Does it mean that all the items mentioned under 3.1.5 ( i,e items from <a href="#">3.1.5.1</a> to <a href="#">3.1.5.6</a> ) will also be part of the financial bid?</p> <p>OR</p> <p>Can it be confirmed that the items mentioned above under 3.1.5 <u>will not form the financial bid</u> and only the helicopter configuration mentioned in Form 5 ( financial bid ) will constitute the financial bid.</p>	Yes, it is to be included in the financial bid.
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5.	Clause 4 – Eligibility Criteria	Page 8 Point 4.2	A Certificate from the Chartered Accountant certifying that the bidding agency has average annual turnover of USD 1 billion in the preceding 3 years.	Certificate from CA. Our audited financial statements show our annual turnover. Will the submission of our audited financial statements suffice or do you require an additional certificate from the CA stating that the annual turnover needs to be above 1 billion USD for the preceding 3 years?	A Certificate from the Chartered Accountant certifying that the bidding agency has average annual turnover of USD 1 billion in the preceding 3 years to be submitted
6.	Clause 4 – Eligibility Criteria	Page 8 Point 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	<p>The certificate of incorporation of the company shows the date since when the company has been active and doing business for at least 10 years and has an experience of 5 years selling twin engine helicopters and its services to government agencies. Will this certificate suffice or do you require an additional certificate from the CA stating the above?</p> <p>When you say that the minimum value for government agency sales for a twin-engine helicopter should be minimum 300 million USD do you mean that the total government contract sales value should be at least 300 million USD or you mean that one government contract sales value should be of at least 300 million USD? Please clarify further on this point</p>	<p>Certificate of incorporation showing 10 years of business period will suffice</p> <p>USD 300 million is the cumulative of business done with multiple Govt agencies</p>
7.	Clause 4 – Eligibility Criteria	Page 8 Point 4.5	<p>The bidding firm / agency should submit Earnest Money Deposit (EMD) against Performance Guarantee</p> <p>The receipt of submission of Earnest Money Deposit (EMD) must be submitted along with FORM – 06.</p>	Do you require the EMD in a particular format? If yes then can you share with us the format in which you need this EMD to be made in? If not then is it ok for us to use a generic format acceptable in India? Please <u>find attached a format</u> that we propose to use. We request to kindly come back with your comments	<p>No Bank Guarantee is required for EMD submission.</p> <p>EMD can be submitted through internet banking/Debit Card/RTGS/NEFT.</p> <p><b>All bidders to submit EMD of INR 1 crore. (Currency of EMD shall be INR)</b></p>

					Bidders are required to fill/ provide the transaction details of EMD submission at the time of online bid submission on e-tender portal.
8.	Form 3 (Technical Checklist)	Page 18 ; Point 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.	For HIGE and HOGE at basic weight do you mean basic weight to be the empty weight or the MTOW?	At Maximum Take-off Weight (MTOW).
9.	Form 3 (Technical Checklist)	Page 19 ; Point 11	The helicopter should have performance class 1 and Category A capability.	The H/C should have performance class 1 and CAT A capability at which weight?	At Maximum Take-off Weight (MTOW).
10.	Form 3 (Technical Checklist)	Page 19 ; Point 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	Please give clarification on the exact point of delivery, would it be Chandigarh or New Delhi?	Place of Delivery will be New Delhi any place outside IGI e.g. Rohini heliport or similar, where there is no traffic congestion and other restrictions. which are prevalent at IGI – New Delhi airport.
11.	Form 5 (Financial Bid)	Page 21 Point 1(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	You have mentioned the requirement for a <b>satellite phone with antenna</b> . We would like to clarify that all the permission required for the usage of this satellite phone will be the responsibility of the state government. Could you provide this acknowledgement that the satellite phone can be fitted to the helicopter and the permission to use the satellite phone from respective authorities would be the responsibility of the state government.?	Responsibility of Govt of Haryana to obtain necessary permission.
12.	Form 5 (Financial Bid)	Page 21 Point 1(ii)	AIR FRAME - VIP Configuration with at least 2 VIP seats, Four Axis Auto Pilot. Wire Strike protection, Tinted Glass, Effective Air Conditioner, Cabin	You have mentioned the requirement for HUMS. Can you give us the scope of this?	Basic HUMS (Health and Usage Monitoring System) means standard HUMS that is

			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		provided by OEM for the aircraft type being supplied.
13.	Form 5 (Financial Bid)	Page 21 Point 1(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	All covers, Lashing points. Can you give clarity on what exactly is included in this	All covers and lashing equipment applicable for model and type of aircraft.
14.	Form 5 (Financial Bid)	Page 22	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	Price list for optional equipment - Can you please clarify if the pricing for optional equipment will be added along with the helicopter price to determine the L1? Or will you determine the L1 only based on the helicopter price?	Optional equipment list will not be a part of RFP
15.	Form 6 ( Submission of EMD)	Page 23	-----	It is not clearly mentioned what event will constitute the completion of the seller's responsibility post which the EMD would be refunded back to the seller. Please could you clarify the same.	EMD for unsuccessful bidder(s) shall be refunded within 30 working days. after opening of financial bid.  EMD of successful bidder shall be retained and refunded and along with the "Performance Guarantee" on completion of the terms and conditions as mentioned in Clause no. 3 of the NIT and Completion Services as mentioned in

					Model Purchase Agreement Pg.6 Clause 3.6.
16.	Model Agreement	Page 25	-----	Contract - As Airbus policy we would propose to use Airbus contract format. The govt of Haryana can add the specific clauses they require in our contract format which we can share with you. Once this is done we can try to accommodate those clauses in our format subject to approval from our legal team and mutual discussions between the two parties. Please confirm if this can be done??	CAD shall adhere to attached Model Purchase Agreement.  Terms and condition in Model Purchase Agreement may get changed during signing of agreement with successful bidder upon discussion
17.	General Point	-----		If our financial bid is submitted well in advance as compared to the deadline will our financial bid be visible on the bidding portal? This is to confirm the confidentiality of the bid from other bidders.	Confidentiality will be maintained. It will not be visible in the bidding portal.
<b><u>Pre-Bid Queries received from M/s Leonardo Helicopters</u></b>					
18.	Instruction to Bidder	Page 5 Point 10	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	Does it need to be submitted only if the contract is awarded? Provided it is required to be submitted at this stage, please note that due to European Bank's policy it would take 10 working days of the request for the deposit to be released	All bidders to submit EMD of INR 1 crore. (Currency of EMD shall be INR) EMD to be submitted in INR.  EMD can be submitted through internet banking/Debit Card/RTGS/NEFT
19.	Clause 5 – General Terms and Condition of Bid	Page 8 Point 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.	Leonardo Helicopters has initiated the process to obtain the DSC of Authorised signatory from the CCA India, however, owing to the regulatory documentation requirements, we have been advised that it may take upto 4 weeks. Taking into account the above two points, we kindly	For extension of dates refer Corrigendum -03 uploaded on e-portal

				ask for a Bid extension of 10 working days. (18th of February)	
20.	Model Purchase Agreement	General	-----	<p>Would you please kindly take into the consideration the inclusion into the Contract of the following fundamental concepts/notions?</p> <p><b>Force Major/Excusable delay</b> clauses The COVID-19 virus is now a global health emergency, which has had serious repercussions on the supply chain, logistics and the execution of contracts by all companies in the near future. It is clear that the experience of this year will have to serve as a warning in the future negotiation and stipulation of contractual relationships, to predict and prevent the problems that have emerged in the recent year. Thus, we need to set out a specific provision that regulates the force majeure event and its impact. "Whilst SELLER shall exercise its reasonable effort to achieve the scheduled acceptance date, SELLER shall not be liable or responsible for delays or non-compliance resulting from any event beyond the reasonable control of SELLER, including, but not limited to compliance with any applicable regulation of civil or military authority, technical changes due to flight safety reasons, acts of any Government or on behalf of them, war declared or undeclared, insurrection, riot or other acts of civil disobedience, embargo or trade restriction, delays or shortages in transportation, fuel, vendors' and/or subcontractors' delays, strikes, lockouts, slowdowns, labour disputes, fire, accident, explosion, epidemic, unusually severe weather, flood, earthquake, delay to</p>	Force Majeure clause is included in the Model Purchase Agreement – Refer Pg. 9 Clause 5.8

				<p>certification, failure in performance of a subcontractor or other acts of God. SELLER shall give written notice to PURCHASER of the events causing the excusable delay. Any such event shall extend the scheduled acceptance date to the extent of the delay so incurred. In the event of an excusable delay exceeding 180 days, either Party may cancel the undelivered portion of this Contract, by giving the other Party written notice and the sole liability of SELLER shall be for the return of any Deposit received on such undelivered portions. No interest shall be paid by SELLER to PURCHASER on such amounts." It is difficult to dispute that the current state of things, especially due to the rapidity with which the emergency has developed at a national and global level, can qualify as extraordinary and unpredictable and so we think that the above clause can be acceptable since it considers both requirements of extraordinarily and unpredictability</p>	
21.	Model Purchase Agreement	General	-----	<p><b>Delay:</b> In accordance with the standard aviation practice, the Contract should call for a Grace Period to be considered before the application of contractual penalties, in the event of a delay in the delivery; we hereby propose a timeframe of 90 calendar days starting after the scheduled delivery date. Could you please kindly consider the inclusion of a Grace Period in line with the above?</p>	<p>Maximum delivery period shall 15 months from finalisation of agreement. Has been included in the Model Purchase Agreement Refer Pg. 5 Clause 3.2</p>
22.	Model Purchase Agreement	General	-----	<p><b>Factory acceptance:</b> What will happen if the PURCHASER doesn't present itself to the Factory Acceptance in Italy? It should be</p>	<p>CAD confirms that pilots will ensure their presence at factory location of the</p>



				considered to include a reasonable provision in order to protect both the SELLER and the PURCHASER's interest based on an arm length contract. Leonardo suggests to add the following wording: "Thus in the event the PURCHASER fails unjustifiably to attend the inspection, the HELICOPTER(S) should be deemed as accepted by the PURCHASER based on the SELLER's inspection and the certificate of conformity issued by SELLER's Quality Control Service, replacing in full the report and signed minutes on the pre-acceptance or pre-takeover"	SELLER as per schedule mutually agreed by successful bidder and CAD.
23.	Model Purchase Agreement	Clause 7.4 Limitation of Liability – Page 34	<b>Limitation of Liability</b> – 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	In accordance with the standard aviation practice, the Contract should set a cap of liability as sole remedy in case of delay and breach of the Contract. We hereby propose a cap of 10% of the relevant contract value/	CAD shall adhere to Terms and Conditions of the attached Model Purchase Agreement. Refer Pg .10 – Clause 7.4
24.	Model Purchase Agreement	General	-----	<b>Termination:</b> In the event of any delay or error in the performance of the Contract by the SELLER, a specific procedure shall be defined: 1) The SELLER should have 10 or 20 days ("Correction Period") to rectify the error. 3) Once reached the cap of the liability, the PURCHASER should have the termination right	Termination clause included in Model Purchase Agreement – Refer Pg. 11 Clause 7.7
25.	Model Purchase Agreement	Clause 7.6 Construction Page 34	<b>Construction</b> – 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	<b>Construction:</b> Please clarify which is the law regulating the contract. We suggest English law. We suggest an international arbitration institution as London court of international arbitration. In addition, there are other aviation general terms and conditions not addressed in	Indian Laws will be governing law as mentioned in Model Purchase Agreement .Refer Pg. 11 Clause 7.6.

			registration of the SELLER. The parties further agree to submit to the jurisdiction of both the state and federal courts of SELLER and PURCHASER	the MODEL PURCHASE AGREEMENT FOR TWIN ENGINE HELICOPTER that we would like to include in the agreement. Could you please kindly consider the possibility to include other provision in accordance with our standard terms and conditions?	
26.	Model Purchase Agreement	General	-----	Which is the envisaged payment structure?	Payment structure Included in the attached Model Purchase Agreement – Refer Pg. 14 EXHIBIT A
27.	Model Purchase Agreement	Clause 3.2 Page 29	<b>Acceptance, Delivery and Title Transfer</b> – 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	Could you please confirm that as per art 3.2 the title transfer shall occur at seller’s facility after the factory acceptance and full payment of the helicopter?	Title transfer will happen in India- Model Purchase Agreement – Refer Pg.5 Clause 3.2
28.	Model Purchase Agreement	Clause 3.6 Page 30	<b>Acceptance of Completion Services</b> – 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.	What does include the “Completion Services” mentioned in the MODEL PURCHASE AGREEMENT?	Completion of Services means Deregistration, Compliance of all regulatory requirement as specified by DGCA Obtaining Certificate of Airworthiness, Indian Registration, Completion of test flights and Handover of machine to Govt.

			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		Of Haryana) – Refer Attached Model Purchase Agreement Pg.6 Clause 3.6
29.	Model Purchase Agreement	Clause 3.3 No Prospective Registration of Interest  Page 29-30	<b>No Prospective Registration of Interest</b> – 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	Italy is not signatory of the Cape Town Convention, we therefore kindly request this article to be deleted from the MODEL PRUCHASE AGREEMENT	This clause has been removed from Model Purchase Agreement as not relevant for outright purchase of aircraft.

			encumbrance on the Helicopter or engines in connection therewith.		
30.	Model Purchase Agreement	Clause 5.6.2 Configuration Finalization Meeting Page 32	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	<p>1. Configuration Finalization meeting shall occur at least 6 months prior to ready for acceptance date</p> <p>2. Configuration finalization meeting shall not have in the agenda the finalization of the configuration of the helicopter which is to be agreed upon signature of the contract.</p>	Configuration Finalization meeting will be conducted 6 months prior acceptance date - Refer Attached Model Purchase Agreement P8. Clause 5.6.2.
<b><u>Pre-Bid Queries received from M/s Bell</u></b>					
31.	Clause 3.1.1 General Scope of Work	Page 6	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	<p>With this parameter, the Bell Model 429 is not technically compliant with the tender specifications, as the</p> <p>Bell Model 429 has maximum capacity of two (2) Pilots + six (6) Passengers.</p>	Requirement of 02 + 07 passengers in VIP configuration confirmed Vendor can submit quote for alternative aircraft with 02 + 07 passengers in VIP configuration.

			helicopter with load (Passengers and / or cargo) should be able to fly at least 250 nm on its integral fuel tank without using any auxiliary tank or refuelling midway		
<b><u>Other Clarification discussed during pre-bid meeting and additional Clause</u></b>					
32.	General	Form 3 Technical Checklist Page 16	The helicopter should have 5 years or 900 Flying Hours warranty for airframe, engine and avionics, (whichever is earlier).	-	Warranty with – 3 years and 2000 flying hours warranty for whole aircraft will be accepted - Refer Model Purchase Agreement -Pg.19 EXHIBIT E
33.	General	Instruction to Bidder Point 12 Page -5	A refundable Earnest Money Deposit amount to 5% of the total value of the Financial Bid shall be submitted	-----	EMD shall be INR 1 Crores to be paid through Net banking/RTGS/NEFT
34.	Performance Bank Guarantee	New Clause	<p>A performance guarantee of INR 2 crores to be submitted in the form of Bank Guarantee by the <b>successful bidder</b> within 7 days of signing of agreement.</p> <p>Performance Guarantee shall be over and above EMD.</p> <p>Performance Guarantee and EMD shall be refunded after successful compliance of terms and condition mentioned in Clause no 3 in NIT</p>		<p>A performance guarantee of 5 % of Financial Bid value to be submitted in the form of Bank Guarantee by the <b>successful bidder</b> within 7 days of signing of agreement. – Refer Model Purchase Agreement Pg 10. Clause 7.2</p> <p>Performance Guarantee and EMD shall be released after successful compliance of terms and condition mentioned in Clause No. 3 in NIT(Scope of work) and Completion Services as mentioned in Model Purchase Agreement Pg.6 Clause 3.6.</p>

**Format for Proven Safety Record and Model Purchase Agreement are drafted below**

**FORMAT - CERTIFICATE OF PROVEN SAFETY RECORD (ON COMPANY LETTER HEAD)**

This is to certify that the “XYZ” helicopter model of ABC OEM has been in production since YYYY till present date.

ABC – OEM Company confirms during the last 5 years i.e. for the period January 2016 – till present the “XYZ” helicopter “has not been involved in accident or incident which has been caused due to any inherent manufacturing defect or due to use of any substandard component or aircraft part by the OEM.

The above declaration is based on the conclusion report of investigation of such accidents and incidents conducted by the investigating and regulatory authorities of the country of occurrence of the incident or accident and or the regulatory authority of the country of manufacturing or by any other internationally established investigation board or regulatory authority.

**Signed by**

**Accountable Officer**

(The manager who has corporate authority for ensuring that all tasks as per the scope of approval of the approved organization has been carried out as per standard and compliances required by the Civil Aviation regulatory body of the OEM’s country)

**Name :**

**Designation :**

**Date :**

**MODEL PURCHASE  
AGREEMENT FOR TWIN  
ENGINE HELICOPTER**



**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, 3<sup>rd</sup> 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](mailto: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 . In addition, SELLER shall sell and perform the Completion Services for PURCHASER and PURCHASER shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit B, 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 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 A, 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 ,to be delivered at New Delhi ( India ), any place outside IGI or any other location in India as specified by PURCHASER at the designated facility of the PURCHASER in India.

The delivery of the aircraft will be required to be completed by 15 months from the finalization of the agreement .

**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 confirm, 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 A shall be released. SELLER shall provide to PURCHASER a service certification of Completion Services which includes Deregistration, Compliance of all regulatory requirement as specified by DGCA Obtaining Certificate of Airworthiness, Indian Registration, Completion of test flights, Trainings and Handover of machine to Govt. Of Haryana.

#### **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 of Helicopter, 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 6 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, Delivery Schedule and / or Payment Schedule, as required, as a result of any changes hereunder.

**5.8 Force Majeure-** The PARTIES decline all responsibility for failure to perform or delay in performing any order accepted by it if such failure or delay is due to causes beyond its reasonable control, including (but not exclusively) acts of God, strikes, pandemics, lock-outs,

Government decisions, and public disturbances.

EITHER PARTY shall inform the other PARTY of the causes of any such delay within 15 days from the commencement

thereof.

In such a case the period to fulfil the contractual obligation date shall be extended for any reasonable period required for removing the causes of the delay

## **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.

**7.2 Performance Guarantee** – The seller has to submit Performance Guarantee of 5% of financial bid value in the form of Bank Guarantee within 7 days of signing of the agreement.

**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, (India) The parties further agree to submit to the jurisdiction of the court of the PURCHASER.

**7.7 Termination** - A Party may terminate all or part of this Contract for default of the other Party in the event that the other Party persistently fails to perform its obligations and despite the non-defaulting Party having notified by acknowledgment of receipt the defaulting Party to take adequate corrective measures and provided no such measures have been proven to have been taken within a period of six (6) months, following the above notice. The termination shall occur without any specific formality other than the above notice.

**In the case of termination for default, the following shall apply:**

**7.7.1 In case of default of the Buyer:**

- a) the Buyer shall indemnify the Seller for all costs and damages (including but not limited to raw materials, labor, overhead, storage fees, work in progress) incurred by the Seller or which the Seller could not avoid incurring (including termination indemnities, if any, under the contracts between the Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),
- b) the Buyer shall indemnify the Seller in case other remedies are available by the Buyer under this Contract, then those mentioned under paragraphs a) above, and
- c) the Seller shall be entitled to retain and adjust any payments already made by buyer against the indemnification of costs and damages as mentioned as per details mentioned in paragraph a.) of Clause 7.7.1. para a.

**7.7.2 In case of default of the Seller:**

- a) the Buyer can purchase the Aircraft from any other party and the Seller shall pay the Buyer the difference of price of cost procuring the helicopter from

any other party and the agreed price helicopter with the seller as per this agreement .

OR

the Seller shall refund the Buyer, the amount of all payments made by the buyer with interest rate of 12% per annum **whichever is higher**.

- b) the Seller shall be entitled to deliver the remaining non-faulty supplies and render the remaining non-faulty Services, and shall be paid the corresponding price thereof,
- c) the Seller shall return to the Buyer all the BFE/CFE remaining in its premises, once the Supplies are delivered and/or the Services are rendered,

**7.7.3 Termination for force majeure-** In case of the occurrence of a force majeure event as provided in article 5.8. which lasts more than six (6) consecutive months, the Parties shall meet in order to determine in which conditions they wish to pursue the Contract or if they do not reach an amicable settlement agreement within a one (1) month period of the occurrence , either Party shall be entitled to terminate, subject to restoration to the pre-bid status , subject to adjustment of just expenditure.

**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 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 & PAYMENT TERMS**

<b>Base Price</b>	<b>Price in US Dollars</b>
<b>Detailed Configuration</b>	
<b>Pre-Delivery / Off Line Modifications and Other Charges</b>	
a.	
b.	
c.	
d.	
<b>Total Pre-Delivery / Off Line Modifications and Other Charges</b>	
<b>Spares &amp; GSE</b>	
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)	
<b>Total (in words)</b>	

**Payment Terms**

<b>S.no.</b>	<b>Payment Terms</b>	<b>Mode of Payment</b>
<b>1</b>	<b>20% of cost of aircraft within 30 days of signing of Purchase Agreement subject to NOC for import of aircraft from DGCA</b>	<b>Wire Transfer</b>
<b>2</b>	<b>60% of total cost of aircraft within 15 days after acceptance of aircraft at manufacturer facility</b>	<b>Wire Transfer</b>
<b>3</b>	<b>Balance 20% amount after successful delivery of aircraft at location decided by Authority</b>	<b>Wire Transfer</b>

## **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** – Training of personnel of the Buyer will take place in .... SELLER's Country.....

The training courses given to the BUYER'S aircrew and engineers shall be in English and free of charge to the BUYER.

The Buyer shall provide the SELLER eight weeks before the courses commence all appropriate biodata required for the BUYER'S personnel to enter the SELLER's facilities for training purposes.

The BUYER confirms Pilots & Engineers will be available at SELLER's location for training as per agreed schedule.

The SELLER will pay for the flight tickets and the travel cost during the normal period of the

training. This arrangement is valid and limited to 3 pilots ,2 aircraft maintenance engineer for Airframe & engines and 2 aircraft maintenance engineers for Avionics.

The training will include but not limited to following details-

For the 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 Helicopter 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(Need to include warranty for whole aircraft or 2000 flying hours ?)**

The Warranty of for the new aircraft to cover a period of 3 years or 2000 flying hours.

The SELLER warrants to PURCHASER that the new helicopter sold by it, the parts and accessories installed thereon (including Engines and Avionics ), new spare parts, and repaired / overhauled parts shall be free from defects in material and workmanship under normal use and service for the duration as specified in point 2 “**DURATION OF WARRANTY**” mentioned 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 OF WARRANTY**

<b>Category</b>	<b>Period of Coverage</b>	<b>Includes</b>
Full Aircraft	3 years or 2000 flying hours	Airframe, Engine, Avionics and Air-conditioning
Spares	12 months or 1000 flying hours	Spare Parts and SB Kit(s)
Tools	24 months	All Tools
Repaired / Overhauled Parts	6 months or 500 flying hours	All Repaired / Overhauled Parts
For Tools repaired, overhauled or returned for Calibration	12 months	All Tools repaired, overhauled or returned for Calibration
For Workmanship	6 months or 500 flying hours	

### **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 replace 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, 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: