ANDAMAN AND NICOBAR ADMINISTRATION
DIRECTORATE OF CIVIL AVIATION


CORRIGENDUM

Wet-lease of 01 (one) Single Engine Amphibious Sea Plane (5-10 Passenger effective seat capacity)

With reference to above cited Global Tender No. 1/CA/SEAPLANE/2014-15 dated 17/10/2014 this is to inform that based on the request made by the bidder during the 2nd Pre-Bid meeting held on 9.02.2015, the Last date and time for receipt and opening of tenders has been extended as below:

1. Last date and time for receipt of tenders : 2nd April, 2015 upto 3.00 P.M (IST).
2. Technical bid opening date and time : 2nd April, 2015 upto 4.00 P.M (IST).

The minutes of 2nd pre-bid meeting is attached herewith. The tender document published vide tender notice of even No. dated 17.10.2014 has been duly revised based on the decisions taken in the 1st pre-bid meeting held on 29.10.2014 (minutes of 1st pre-bid meeting already placed at corrigendum dated 2.2.2015) and the 2nd Pre-Bid Meeting held on 9.02.2015. The revised tender document and the minutes of both the pre-bid meetings can now be downloaded from our website www.and.nic.in or can be purchased from the Inter-island Helicopter Terminal, VIP Road, Port Blair.

The tenders may be submitted in the revised tender document dated 25.2.2015 on or before the stipulated date and time, duly adhering to the revised terms and conditions.

Deputy Director
Civil Aviation
MINUTES OF 2nd PRE-BID MEETING FOR THE TENDER FOR WET LEASE OF ONE SINGLE ENGINE (5-10 EFFECTIVE SEAT CAPACITY) AMPHIBIAN SEAPLANE HELD ON 9.02.2015 AT 1500 AM IN THE CONFERENCE HALL OF A & N BHAWAN, NEW DELHI

QUERIES RAISED AND RESPONSES TOWARDS TENDER NO. 1/CA/SEAPLANE/2014-15 DATED 17th OCTOBER, 2014

1. Pawan Hans Ltd, New Delhi

<table>
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<tr>
<th>S. No.</th>
<th>Bidders Query/ Point for consideration</th>
<th>Decision by Administration</th>
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<tr>
<td>1.</td>
<td>The last date for submission of bids may kindly be extended upto 03 weeks for enabling PHL to make necessary preparation for the tender.</td>
<td>The Last Date for receipt of tenders against the global tender Ref. No. 1/CA/SEAPLANE/2014-15 dated 17th October, 2014 for wet-lease of 01 single engine amphibian seaplane (5-10 passenger effective seat capacity) has been extended till 2nd April, 2015 upto 3.00 P.M. (IST) and the technical bids will be opened on the same day at 4.00 P.M.</td>
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Dy. Director (CA)
REVISED TENDER DOCUMENT DATED 25.2.2015

FOR

WET LEASE OF AMPHIBIAN SEA PLANE

Price: Rs.5000/-
INVITATION TO BID

To,

__________________________________
__________________________________

Dear Sirs,

Sealed Global Tenders under 'TWO BID SYSTEM' are invited by the Directorate of Civil Aviation, Andaman & Nicobar Administration from Operators for providing 01 (one) Single Engine Amphibious Sea Plane (5-10 Passenger effective seat capacity) on wet lease for an initial period of 03 Years with provision for further extension(s) on mutual consent at the same rates, terms & conditions, in the prescribed bid form and the proforma attached to this bid package. The Amphibious Sea Plane will be utilized for connecting various Islands in Andaman & Nicobar Islands. The details of the tender are given below:-

1. Tender No. 1/CA/SEAPLANE/2014-15

2. Description Providing 01 One number Single Engine Amphibious Sea Plane (5-10 Passenger effective seat capacity) Amphibious Sea Plane on wet lease for a period of 03 Years with provision for further extension(s) on mutual consent at the same rates, terms & conditions.

3. Quantity 01 (One); Single Engine Amphibious Sea Plane (5-10 Passenger effective seat capacity).

4. Delivery period The seaplane should be mobilized at Port Blair to commence operations w.e.f. 01st October, 2015 at the successful bidder’s own cost and all arrangements from the bidder’s end.

5. Pre-bid Meeting 1ST Pre-bid meeting held on 29.10.2014 and the second pre-bid meeting held on 9.2.2015. The decisions taken in both the pre-bid meetings have been incorporated in the revised tender document ibid.

6. Last date and time for receipt of Tenders. 1500 Hrs (IST) on 2nd April, 2015.

7. Technical Bid Opening date and time 1600 Hrs (IST) on 2nd April, 2015.

8. Bid Bond (Bank Guarantee) Rs.75,00,000/- (Rupees seventy five Lakh only).

9. Tender Bid Validity 180 days from the date of opening of Technical
10. Bid Bond Validity
   240 days from the date of opening of Technical Bid

11. Performance Bank Guarantee
    i) Amount
    10% of the total contract value.
    ii) Validity
    2 months beyond the date of completion of all contractual obligations. i.e. three years two months from the date of execution of the contract.

12. Correspondence Address
    Dy. Director of Civil Aviation,
    Directorate of Civil Aviation,
    Inter-Island helicopter terminal,
    VIP Road, Port Blair-744103.
    Telephone No. 03192-233601
    Fax +91-03192-233601
    Email: civilaviation.and@nic.in

The tender will be governed by the instructions to bidder as per Section I, General Terms & Conditions as per Section-II and Standard Terms & Conditions (not all inclusive) placed at Section III.

‘TWO BID SYSTEM' will be followed for this Tender. Bidder should take due care to submit tenders in accordance with requirements in sealed covers as prescribed. A & N Administration shall have the right to accept/reject or prefer any bid without assigning any reason whatsoever including rejecting the lowest quoted bid.

Yours faithfully,

Dy. Director of Civil Aviation
SECTION - I

INSTRUCTION TO THE BIDDERS

1. Please go through the enclosed Bid Documents before submission of bids.

2. (a) Tender documents will be available on all working days from 25.2.2015 onwards. The last date and time for submission of the bids is 2nd April, 2015 upto 1500 hrs. (IST) and opening date and time of the Technical bids is 2nd April, 2015, 1600 hrs. (IST). The Tender document can be downloaded from the official website of Andaman & Nicobar Administration www.and.nic.in under the link Tenders followed by link Department Civil Aviation from 25.2.2015 onwards or can be purchased from the office of the Dy. Director of Civil Aviation, A & N Administration, Inter-Island helicopter terminal, VIP Road, Port Blair, 744103, India, Telephone No. 03192-233601 , Fax +91-03192-233601 on payment of Rs. 5000/- (Rupees five thousand only) by cash or Demand Draft drawn in favour of Sr. Accounts Officer (CA), Directorate of Civil Aviation, Port Blair. The cost of downloaded tender document Rs. 5000/- (Rupees five thousand only) must be enclosed with the tender (technical bid) in the form of Demand Draft drawn in favour of Sr. Accounts Officer (CA), Directorate of Civil Aviation, Port Blair.

(b) 1st and 2nd pre-bid meetings were held on 29.10.2014 and 9.2.2015 respectively. The decisions taken in both the pre-bid meetings have been incorporated in the revised tender document ibid.

3. Bidders are advised to submit their bids completed in all respects as per requirements of tender document clearly specifying their categorical acceptance to all the clauses of the tender document.

4. BEFORE SUBMISSION OF BIDS, THE BIDDERS SHOULD VISIT ANDAMAN & NICOBAR ADMINISTRATION’S WEBSITE www.and.nic.in FOR FINAL AMENDMENTS, CLARIFICATIONS, and UPDATES, IF ANY, WHICH WOULD FORM PART OF THE TENDER AND WHICH WOULD BE AVAILABLE AT OUR SITE.

5. Please ensure that all documents are submitted in English language only, typed/ written in ball point pen.

6. Please ensure that the sealed bids are submitted under ‘Two Bid System’ viz. (a) ‘Technical Bid’ and (b) ‘Financial Bid’. The Bidder in their ‘Financial Bid’ should quote rates as per Schedule - I attached.

7. Please ensure that the ‘Technical Bid’ must contain the following:-

   a. Details of Company and the Amphibious Sea Plane offered as per Schedule-II.
   b. Bid Bond of the requisite value and validity as per Annexure ‘I’.
   c. Proforma Tender Letter as per Annexure – III.
   d. Para wise response with respect to compliance of Section-II and Section-III.
   e. Other required & relevant documents as mentioned in the Tender.
8. Please ensure that the ‘Financial Bid’ contains the schedule of rates as per Schedule-I attached and are kept in separate sealed envelopes with proper marking at the top of envelop as prescribed below.

9. The bidders are requested to submit hard bound Technical Bid & Financial Bid along with required & relevant documents as mentioned in the Tender document in a separate sealed covers and super scribe them respectively as under:

   “Technical Bid”- Tender No. 1/CA/SEAPLANE/2014-15

   “Financial Bid”- Tender No. 1/CA/SEAPLANE/2014-15

Both the Technical & Financial bids should be put together in a third sealed cover, which should be super scribed as:

   “Tender for wet-lease of single engine amphibian seaplane- Tender No. 1/CA/SEAPLANE/2014-15”

This third envelope containing Technical and Financial bids must indicate bidders name and complete address and it should be sent to following address before the scheduled date and time :

   The Dy. Director of Civil Aviation,  
   C/o Dy. Resident Commissioner,  
   Andaman & Nicobar Bhawan  
   12, Chanakyapuri, Near Chanakya Cinema,  
   New Delhi- 110021, India  
   Phone No. 011-26878120/26871443

Please ensure that your bid reaches at the above address by the stipulated time and date and should be sent by Registered Air mail/courier or hand delivered. The A & N Administration shall not be responsible, if the Bid documents are misplaced/delayed in transit and are not received at the above office by the prescribed date and time.

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SECTION-II

GENERAL TERMS & CONDITIONS

1. REQUIREMENTS

1.1. Offers are invited for providing 01 (one) Single Engine Amphibious Sea Plane (5-10 Passenger effective seat capacity) on wet lease for a period of 03 Years with provision for further extension(s) on mutual consent at the same rates, terms & conditions.

1.2 The Amphibious Sea Plane operations in India would be as per DGCA, India rules & regulations. **The seaplane offered should not have met with any accident.**

1.3 Requirements: The Sea Plane operations in India would be as per DGCA, India rules & regulations including **vintage/age** of the seaplane and the bidders are requested to kindly go through the same and submit their bids accordingly.

1.4 The Sea Plane is mainly required for passenger services in India. **The estimated** flying under this role is **expected** to be approx. 100 hours per month per aircraft. (Not guaranteed).

1.5 The seaplane operation shall be under bidder’s NSOP.

1.6 The shortlisted bidder shall be required to execute an agreement with A & N Administration for the above services.

2. ELIGIBILITY AND QUALIFICATION OF BIDDER

The intended parties, either individually or jointly (consortium) should fulfill all the following criteria:

a) Only those bidders who own/possess the title of the Sea Plane offered or having firm arrangements with the owner of the Sea Plane, **on the date of their offer** made are eligible to bid. **Firm offer letter/ lease agreement / purchase agreement from the manufacturer / lessor for supply of specific aircraft (giving MSN, existing Registration No) will be acceptable.** The letter should also clearly indicate the proposed delivery date of aircraft at Port Blair. If the proposed date of delivery does not conform to stipulation regarding ‘Mobilization period’ the offer will be considered invalid. **Proof of ownership/possession of title / firm offer letter / lease agreement / purchase agreement from the manufacturer / lessor for supply of specific aircraft (giving MSN, existing Registration No.) as specified above are to be enclosed with the Technical Bid, failing which their bids will be rejected.**

b) Turnover of Bidders (for all the members together in case of Consortium): Minimum 30% of total contract value (Quoted Hourly Charges X 100 X 36) + (Quoted Fixed Monthly Charges X 36) or more in Aviation Business.
2.1 Consortium

2.1.1 Maximum two member consortium will be allowed with a specific Lead Partner. The Lead Partner in the consortium must hold minimum of 51% of the equity. The lock-in period for equity holding for the Lead Partner shall be three years and for other consortium members it shall be one year from the date of completion of project.

2.1.2 Proposals submitted by a consortium must provide a written agreement among all the members of that consortium who subscribed to the responsibilities and equity commitments of all the members in the consortium. In case more than one company envisages providing equity for the project, each of these companies must be identified as separate members of the consortium. The Authority of the Lead Partner to act on behalf of the Consortium shall be evidenced by a Power of Attorney signed by the legally authorized signatories of all the consortium Members. Unless specifically advised to the contrary, A & N Administration will assume that Lead Partner is authorized to perform all tasks, including but not limited to providing information, responding to inquiries and entering to contractual commitments on behalf of the company or the consortium as the case may be. Any and all limitations on the authority of the Lead Partner should be detailed in the Power of Attorney as provided in the Annexure IV of this Bid Document.

2.1.3 The Proposal must designate one person [hereinafter referred to as “Designated Person”, to represent the Bidder in its dealings with A & N Administration. The authority of the Designated Person to act on behalf of the consortium shall be evidenced by a Power of Attorney signed by the legally authorized signatories of the Leader. The format of such Power of Attorney has been provided as Annexure V of the Bid document. Unless specifically advised to the contrary, A & N Administration will assume that the Designated Persons is authorized to perform all tasks, including, but not limited to, providing information, responding to enquires and entering into contractual commitments on behalf of the company or the Consortium as the case may be. Any and all limitations on the authority of the Designated Person should be detailed in the Power of Attorney.

2.1.4 Each Consortium Member must accept collective and individual responsibilities for the obligations of the Consortium as a whole during the Bid Validity Period. The Bid shall indicate the full legal name of each Consortium member so that they shall be bound by the terms of the Bid and any resulting contract/agreement with A & N Administration.

2.1.5 A company can Bid for the project only once. It is prohibited for any company to participate in double or multiple Tenders, whether individually or as a member of one or more consortia. Any company, which submits or participates in more than one Bid will be disqualified and will also cause the disqualification of the Consortium in which it is a Member. A & N Administration shall be entitled to forfeit the EMD of such a Bidder.
3. MISSION PROFILE

The offered single engine Amphibious Sea Plane should be able to carry minimum 5 passengers each way @ 75 kg per pax + 10 kg baggage per pax, excluding Crew weight, for a minimum distance of 100 NM (one way) at ISA + 20°C. (with no refueling at the destination) and return to base with appropriate reserve fuel, under VFR operating conditions.

In order to demonstrate above payload capability following information regarding the aircraft being offered is required. Details of Payload availability on the routes that may/are being operated is to be presented in Table given in 3.5 with following operating conditions

3.1. Aircraft Weights

Takeoff weight: __________kgs
Maximum takeoff weight: __________kgs
Maximum landing weight: __________kgs
Maximum zero fuel weight: __________kgs
Empty Weight ________ kgs

**Note:**
Runway length at various airfields is as follows:
Port Blair : 11,200 ft.
Car Nicobar : 8000 ft.
Diglipur : 3282 ft.
Campbell Bay : 3444 ft.

3.2. Operating Conditions

- Take-off, cruise and landing with OAT ISA + 20°C, Nil wind conditions.
- Cruise Level: 5000 Ft. Altitude.

3.3. Fuel reserve policy:

- Hold 30 minutes at 1500 ft at destination
- Alternate for outgoing flights: Port Blair
- Alternate for Incoming flights: Havelock
- Contingency fuel: 10% of fuel burn for sector
- Re-fuelling facilities are available only at Port Blair and Car Nicobar

3.4. Weight

- Crew weight - 85 kgs.
- Pax weight 75Kg + 10 Kg Baggage
### 3.5. Table:

<table>
<thead>
<tr>
<th>Sector/Distance NM</th>
<th>Reserve Fuel as per policy (B)</th>
<th>Fuel Burn (kg) (C)</th>
<th>Flight time (minutes) (D)</th>
<th>TOW Kg (E)</th>
<th>Equipped Empty Weight in Kgs (F)</th>
<th>Payload Kg (G)</th>
<th>Max. No. of Passenger on board with baggage as allowed (H)</th>
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<tr>
<td>Port Blair to Diglipur (100 NM)</td>
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<tr>
<td>Diglipur to Port Blair (100 NM)</td>
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<td>Average Effective seating (Average of column H to &amp; fro flights)</td>
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OAT – Outside Air Temperature  
ISA – International Standard Atmosphere  
LRC – Long Range Cruise

### 4. AVAILABILITY

The seaplane should be mobilized at Port Blair to commence operations w.e.f. 01st October, 2015 at the successful bidder’s own cost and all arrangements from the bidder’s end. Similarly, bidder will have to arrange for demobilization of seaplane after end of contract at its own cost.”

### 5. VALIDITY OF BIDS

Bids must be valid for 6 (six) months from the date of opening of the tender. A & N Administration may seek induction of Sea Plane against issue of conditional Letter of Intent (LOI), pending finalization/signing of formal contract.

### 6. EVALUATION CRITERIA

The technical Bids will be evaluated first by the Technical Evaluation Committee (TEC) of A & N Administration. The Sea Plane offered by the bidder must meet the technical & operational requirements as specified in the tender. The decision of the Technical Evaluation Committee (TEC) will be final. The Financial Bids of only those
bidders will be opened and evaluated who qualify the technical evaluation.

The Lowest Bid will be decided upon the Lowest Per Effective Seat Total Contract Value for Three years based on an estimated utilization of 3600 (Three thousand six hundred) hours in the next three years (100 hrs p.m. X 12 Months X 3 Years) quoted by the bidder in the financial bid Format given at Schedule- I to the Tender.

Here to calculate Total Contract Value, only for bid evaluation purpose, Fixed cost (Monthly Charges) will be given 45% weightage and Variable Cost (Flying charges) will be given 55% weightage. For number of effective seats to find the lowest bidder, the detail given in column H of table given in Para 3.5 will be considered. For detail please see Schedule – I.

In case of the price quoted by any two or more bidders are same then the evaluation and selection would be based on following parameters:

1. Number of Effective seats (Excluding Crew) offered.
   AND
2. Vintage of aircraft offered.(Less vintage will be preferred).

7. AREA OF OPERATION

The offered Amphibious Sea Plane would primarily be operated for passenger services in Andaman & Nicobar Islands in India as required by A & N Administration. Bidders are advised to visit and examine the area of operation and obtain at their own cost/responsibility, all information that may be necessary for preparing the bid and entering into a contract

8. SUBMISSION OF BIDS

Note: The Bidder should not have been debarred/blacklisted for bidding in any Tender of PHL /any Govt. department (State/Central), Autonomous Body/PSU or Local Administration

The bidders are requested to submit their bids as mentioned in Para No. 9 in Section – I (Instructions to the Bidders) before closing date & time.

8.1 The “Technical Bid” must contain the following information in a Hard bound manner and submitted in duplicate. Each page of the technical bid document must be numbered, signed by authorized signatory and stamped with company’s seal ***:-
8.1.1 Details of Company and Sea Plane offered as per Schedule-II.
8.1.2 Duly filled table given in Para 3.5.
8.1.3 Bank Guarantee of the requisite value and validity as per Annexure 'T'.
8.1.4 Performa Tender Letter as per Annexure – III.
8.1.5 Copy of Solvency Certificate with amount blank & a self-declaration to the effect that the turnover of Bidders (for all the members together in case of Consortium): Minimum 30% of total contract value (Quoted Hourly Charges X 100 X 36) + (Quoted Fixed Monthly Charges X 36) or more.
8.1.6 Copy of Annual Accounts of previous two financial years.
8.1.7 Certificate from the Statutory Auditor.
8.1.8 Certificate of Registration from Airworthiness Authority of the State of Registry.
8.1.9 Certificate of Airworthiness from Airworthiness Authority of the State of Registry;
8.1.10 Copy of Log Books (Airframe, Engine/s Propeller and Radio) entry showing when last major checks carried out;
8.1.11 Make and life consumed and life left of the floats installed.
8.1.12 Hours/cycles at the time of last major checks;
8.1.13 Agency which has performed the last major checks;
8.1.14 Details of utilization during past one year;
8.1.15 Checks due during Lease period (including any renewal thereof);
8.1.16 Details of components due for replacement during lease period;
8.1.17 List of all applicable mandatory modifications/inspections and their compliance status;
8.1.18 List of any mandatory requirements due during the Lease period.
8.1.19 Previous history of Aircraft including any incidents, minor and major damages, if any, and also a list of major defects and repeat snags observed during last six months and rectification thereof.
8.1.20 Letter of authority from the Owner/Lessor of the aircraft to the Bidder authorizing the Bidder to offer the aircraft on wet lease to A&N Administration.
8.1.21 Date on which the aircraft last flown.
8.1.22 Actual & Effective Seating configuration to be given in Schedule – II & Section II - Para 3.5 Table.
8.1.23 A statement from the owner/Lessor that the aircraft fully complies with the Airworthiness requirements of the State of Registry.
8.1.24 Copy of hull & crew insurance indicating insurance certificate & number and its validity.
8.1.25 Operators approval from the Regulatory authority.
8.1.26 An undertaking by bidder that all statements/facts/figures/details given by him and his company are correct and no fact has been hidden to get undue advantage in the tendering process failing which the Bids may be rejected summarily.
8.1.27 An undertaking with respect to Para 21 of Section II.
8.1.28 Other required & relevant documents as mentioned in the Tender.
8.1.29 Certificate by the regulatory authority of the country where the seaplane is registered to confirm that the offered seaplane is with accident free background.

@@@ **Note:-**

a) The bidder should also furnish a certificate (to be submitted with Technical Bid) from his Statutory Auditor engaged by them for auditing their annual account and not by a practicing Chartered Accountant, confirming their financial capability to execute the charter hire contract for quoted Sea Plane in addition to their present jobs and planned jobs on hand.

b) The Original Solvency Certificate should be kept in the sealed envelope containing the Financial Bid.

c) In case the above information provided by the bidder is found to be incorrect later during the tendering process or after finalization of tender then the bid will be rejected and the bidder will be debarred/black listed for next three years from participating in any tender of A&N Administration and their Bid Bond/Performance Bank Guarantee will be forfeited.

d) A&N Administration will be free to seek any clarification from the bidder on any of the points given in technical bid. However, all the clarification will be asked in writing in English and must be replied in writing only in English.
8.2. The “Financial Bid” must contain the following information and Each page of the bid document must be signed by authorized signatory and stamped with company’s seal ***:

8.2.1. Schedule of rates as per Schedule-I attached. All rates should be in Indian Rupees only.

8.2.2. Turnover of Bidders (or all the members together in case of Consortium): Minimum 30% of annualized bid value or more in Aviation Business.

8.2.3. Solvency Certificate in original: Minimum 30% of total contract value (Quoted Hourly Charges X 100 X 36) + (Quoted Fixed Monthly Charges X 36) or more.

8.2.4. Bidder should declare net-worth.

8.2.5. Any other required & relevant documents as mentioned in the Tender.

*** Note:-

a) The solvency certificate will be accepted not older than six months from the date of Technical bid opening. The bidder will have to submit solvency certificate only from any Scheduled bank in India or International Bank of repute.

b) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder (or all the members in case of Consortium) for the previous two financial years to be considered in Aviation Business.

c) The bidder will provide a copy of each of audited Annual Accounts of previous two financial years (to be submitted with Technical Bid) for ascertaining their turnover & net-worth in Aviation Business.

d) The basis of bid price for the purpose of ascertaining Financial Capability i.e. Solvency certificate and Turnover shall be the price quoted by the bidder including duty and taxes, if any, which is taken into consideration for evaluation.

e) A copy of the Solvency Certificate with the amount blanked out must also be kept in the Technical bid.

9. LANGUAGE

Tender papers shall be filed completely in all respect and shall be submitted together with requisite information and Annexure. It shall be completed and free from any ambiguity, change of inter-lineation. Any corrections should be counter signed by authorized person. The bid and any annotation or accompanying documentation shall be in English language only.

Bidder shall set their quotations in firm figures and without any qualifications. Each figures stated shall also be repeated in words. In the event of discrepancy between the amount as stated in figures and in words the rate quoted in words shall be deemed to be correct amount. Bids qualified by vague and indefinite expressions such as 'subject to minimum acceptance' or 'subject to availability' etc. shall be liable for disqualification, without recourse to the Bidder.

10. LEGAL CONSTITUTION

Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his authority to bind the bidder. The power of attorney of authorization or any other document constituting adequate proof of the authority of the signatory to bind the bidder shall be annexed to the tender. A&N Administration may reject outright any tender unsupported by adequate proof of the signatory's authority. The bid shall be submitted by the Bidder directly under his letter head.
11. MAILING ADDRESS/TELEPHONE/FAX/EMAIL ADDRESS

The tender documents and offer shall be signed and seal of the firm must be affixed on each page. The bidder must indicate its and its authorized agent’s, if any full mailing address, phone number, mobile number, fax number and email id etc.

12. ANY CHANGE IN THE FORMAT

The offer should strictly adhere to the prescribed format so as to facilitate A&N Administration to consider and evaluate them properly. Any change in the format may cause rejection of the bid.

13. MODIFICATION OF BID AFTER CLOSING DATE

In case certain clarifications are sought by A&N Administration after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought. Any bidder who modifies his bid after the closing date without specific reference by the A&N Administration shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder and his bid bond will be forfeited.

14. PRICES

The prices quoted in the Bid must be firm and final, without any qualifications. Any modifications to the offer after opening of the tender will not be considered. The price quoted by the bidders must remain firm for the entire duration of the contract or extension thereof. Bidders must quote in Indian Rupee their prices/amounts in Price Bids in accordance to Schedule I.

15. BID VALIDITY EXTENSION

A&N Administration shall have right for extension(s) of Bid validity at its sole discretion.

16. BID GUARANTEE

16.1. The bidders shall submit bid bond in original along with their Bid for Seaplane. The Bid bond shall be for a sum of Indian Rs 75,00,000/- (Rs. Seventy five lakhs only) in the form of an irrevocable Bank Guarantee issued by any Nationalized Bank or Scheduled Bank in India or Bank of International repute. The Bid Bond shall be kept valid initially for a period of 2 months beyond validity period of the offer which is six months from the Tender closing date as per the Bid Bond proforma at Annexure ‘T’. The bid bond which shall be in the form of an irrevocable bank guarantee for the said amount shall specifically bind the bidder to keep his offer valid for acceptance upto 6 months and to abide by all the conditions of A&N Administration Bid package in the event of A&N Administration desires to award the work to the said bidder. The bid bond shall also specifically include an undertaking by the issuing banker that the validity of the bid bond will be extended suitably at the option of A&N Administration until the Bidder furnishes to A&N Administration a Bank Guarantee of 10% of the total contract value towards performance of contract valid for 2 months beyond the period of contract, in the event of the Bidder becoming the successful bidder.
16.2. The Bid Bond in respect of the successful bidder shall be released after receipt of the Performance Guarantee as Annexure 'II'.

16.3. The A&N Administration shall have an unqualified option to forfeit the bid bond amount in the event of following:-

i. If the tender is withdrawn during the validity period or any extension thereof agreed by the bidder.

ii. If the tender is varied or modified in a manner not acceptable to A&N Administration during the validity or agreed extension of the validity or after issue of Letter of Intent (LOI) by A&N Administration and prior to signing of contract.

iii. In case any of the information/documents provided by the bidder in its bid is found to be incorrect/false/fictitious later during the tendering process or after finalization.

iv. If the successful bidder is seeking modifications to the agreed terms and conditions.

v. If the successful bidder refuses to satisfactorily carry out/undertake operations as required by A&N Administration at any time of operations for whatsoever reasons till a valid Performance Bank Guarantee is given to A&N Administration.

16.4. A&N Administration shall, however, arrange to release the bid bond in respect of unsuccessful bidders as soon as possible. The Bid guarantee of L3 onwards shall be released. However, in case of L1 & L2, the bid bond shall be retained till issue of LOI to the successful Bidder. The Bid guarantee of L2 shall be released within thirty days from the date of issue of LOI.

16.5. Bids received without bid bonds will be rejected. The original bid bond must be enclosed with the “Technical Bid”. Photocopy/fax copy of bid bond will not be accepted.

17. PERFORMANCE GUARANTEE

The successful bidder shall furnish the required performance bond from any Nationalized Bank/ Scheduled Bank in India or Bank of International repute

18. AGENTS/CONSULTANT/REPRESENTATIVE/RETN/ASSOCIATE

In the event bidder is having an agent/consultant/representative/retainer/associate/servicing facilities in India (who is not an employee of the bidder), the Bidder should indicate in their offer, the name of such an agent/consultant/ representative/retainer/associate they have for service in India. However, all bidding must be in Indian Rupee and the agent/consultant/representative/retainer/associate/servicing facilities must be a legal entity under Companies Act and must have an office space in India.

A&N Administration shall not entertain any third party involvement in the contract nor any commission/brokerage shall be allowed to be paid to any third party whether within or outside India.

19. RATES

The rates quoted by the bidder shall include all Taxes, Levies, Duties, Costs, Cess, Octroi, Airport charges or any other charges to be levied under the contract including personal tax liabilities of the Bidder and his sub-Bidders and associates. The bidders shall, therefore, confirm this aspect in their bid categorically. Income Tax, as applicable in India for lease of Sea Plane, will be borne by the Bidder. Withholding
tax will be recovered from the billing amount/payment by the Charterer (A&N Administration) as per the prevailing Law/Rules of India.

The bidder will have to bear all Service Tax liability, as applicable except Service provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under Service Tax Rules 1994 (amended form time to time). The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable. In case the applicability of Service Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Services Tax. A&N Administration will not entertain any future claim in respect of Service Tax against such offers.

The service provider (other than the service providers from outside India, who do not have any fixed establishment or permanent address in India) should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted alongwith the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract.

**Import of Service:** (i) As per Service Tax rules, for Service received by A&N Administration in Indian Territory from a Service provider from outside India, who does not have any fixed establishment or permanent address in India, the liability to pay Service Tax lies with A&N Administration. Therefore, such Bidder shall not include Service Tax in the quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address in India. However, at the time of evaluation, Service Tax as applicable shall be loaded on the portion of services which attract Service Tax. In case the Bidder does not give breakup of the quoted prices, indicating the components or taxable services separately, the Service Tax will be loaded on entire quoted / contract value for evaluation.

(ii) Income tax on the total value of the services rendered by the bidder, who does not have any fixed establishment or permanent address in India, shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

20. **SIGNING OF THE CONTRACT/AGREEMENT**

The contract/Agreement against this tender will be covered in accordance with the above terms and conditions to bidders and Standard Terms & Conditions at Section III. The successful bidder shall be required to execute a formal contract covering Section III in accordance with the requirement of A&N Administration and other terms & conditions mutually agreed upon through negotiations without violating the basic terms & conditions specified in the tender document.
21. MAINTENANCE SUPPORT

The bidder must give an undertaking that the offered Sea Plane will have adequate maintenance support at Port Blair as required by A&N Administration with necessary ground support equipment and spares to sustain upto 100 hours of flying per month during the period of contract. Bidders shall also confirm that the Sea Plane will not require to FLY OUT OF DESIGNED BASE OF OPERATION for maintenance or any reason during contract period. Under this tender for wet lease, the bidder shall be responsible for supply of the Amphibious Sea Plane, Cockpit crew, Cabin crew (if applicable), complete maintenance including all inspections etc. with supply of spare parts, fuel, all type of insurances, airport charges etc.

22. MISCELLNEOUS

22.1. The offered Sea Plane must also meet following requirements laid down by Civil Aviation Regulatory Authority in India i.e. DGCA.
22.1.1. Requirement of operations of Leased aircraft in India as per CAR Section 3, Series C Part I & Part IX.
22.1.2. Requirement for installation of Aircraft equipments and Instruments as per CAR Section II, Series I, Part II and Series O Part II and other CAR’s mentioned therein
22.1.3. Requirement for installation of Flight Data Recorders as per CAR Section II, Series I, Part V, if applicable
22.1.4. Requirement for installation of Cockpit Voice Recorders as per CAR Section II, Series I, Part VI, if applicable

22.2. The offered Sea Plane must be complied with mandatory modifications issued by manufacturers and Regulatory authority of country where the a/c is registered. Mandatory modifications issued by DGCA, India and miscellaneous modification which are applicable, must be complied with.

22.3. The CARs referred above and other relevant details required may be downloaded from DGCA, India website: [www.dgca.nic.in](http://www.dgca.nic.in)

22.4. The offered Sea Plane should have basic equipment required for meeting IFR requirements laid down by JAA/CAA/FAA/DGCA, India at the time of delivery.

22.5. The selected bidder shall provide all documents like export C of A, Certificate of Registration, Weight schedule etc. or any other document required by A&N Administration or Regulatory Authorities in India.

22.6. The selected bidder, at the time of delivery of Sea Plane shall provide all aircraft documents like aircraft log books, engine log books, component history cards/log cards, flight manual and maintenance manuals for inspections/examination.

22.7. Bidder must furnish the present location of the offered Sea Plane and time required for mobilization in India i.e. at Port Blair as required by A&N Administration.

22.8. The seaplane will operate under Bidder’s Non Scheduled Operator’s Permit.

22.9. Requirement of operations of leased seaplane in India, with regard to Pilot’s Qualification would be as per CAR Section III, Series C, Part X and other related guidelines as issued by DGCA India.

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SECTION-III

STANDARD TERMS & CONDITIONS NOT ALL INCLUSIVE
OF THE AGREEMENT BETWEEN ANDAMAN & NICOBAR
ADMINISTRATION AND BIDDER FOR
CHARTER HIRE OF SEA PLANE ON WET LEASE

1. INTRODUCTION

1.1 This Agreement shall be deemed to have come into effect from the date the Sea Plane inducted within India as required by A&N Administration.

1.2 Bidder shall provide the Sea Plane instrumented for flights as required with currently valid Certificate of Airworthiness as stipulated by the ICAO with necessary spare parts, equipment, crew & personnel for exclusive use by A&N Administration for operations in Andaman & Nicobar Islands in India.

2. DEFINITION

A&N Administration means “Andaman & Nicobar Administration”.
DGCA, India means “Directorate General of Civil Aviation, India”.

2.1. The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise stipulates:

2.2. "Base station" means the place from where the Sea Plane shall normally be operated, managed, maintained, parked and stationed.
2.3. “A&N Administration’s Operations" means any operations for which services of the Sea Planes are required at any and all times.
2.4. " A&N Administration’s Representative" means person or persons appointed from time to time by A&N Administration for overall coordination.
2.5. "Bidder's Representative" means person or persons as the Bidder designates having authority to act on behalf of the Bidder.
2.6. "Effective date" means the date from which this contract comes into effect, on the date on which the Sea Plane becomes inducted.
2.7. “Effective Seating Capacity” means the average of seats provided for to & fro journey in the table given in Para 3.5 in Section II.
2.8. "Initial Period of Contract” means the period beginning from the Effective Date and ending within upto three years from the Effective Date counted on Gregorian calendar basis.
2.9. "Extended period" means the period extended by A&N Administration at its option beginning from expiry of initial period of the Contract.
2.10."Emergency" means any situation which in the opinion of A&N Administration /Bidder’s authorized representative is a matter of life and death of any person.
2.11."Day" means a calendar day of twenty four (24) consequent hours beginning at 0000 hours (mid night) and ending at 2400 hours (mid night) following as referred to local time.
2.12."Month" means the calendar month by the Gregorian calendar.
2.13 "Out Station" means any station other than the Base station.
2.14 "Party" or "Parties" means party or parties to the contract.
2.15 "Scheduled/unscheduled Maintenance" means maintenance required for Sea Plane as per DGCA regulations and as prescribed by manufacturer and defect rectification etc.

2.16 "Total contract value" for a month for payment purpose means fixed monthly charges and hourly flying charges per month on actual for an initial period of three years for an Sea Plane.

2.17 "Delivery Date" means the date by which the Bidder is to mobilize the Sea Plane at the designated base for operation.

2.18 "Services" means Sea Plane services carried out by A&N Administration and its personnel under this agreement.

2.19 "Operational Day" for a Sea Plane would mean time commencing from first sortie as per daily flight schedule to the estimated time of landing of last sortie of the day.

2.20 "Flying Time" with respect to a Sea Plane would mean the time from ‘chocks-off’ of that Sea Plane till ‘chocks-on’ at A&N Administration’s dispersal point.

3. INTERPRETATION

Word imparting the singular only also includes the plural and vice versa where the context required. The cross headings and subtitles and the text of them in this contract are included solely for convenience and shall be deemed not to be part of its and shall not affect the meaning or operation of the contract. References to words ‘Section’, ‘Clause’, and ‘Article’ shall have the same meaning.

4. RULING LANGUAGE

The ruling language for this contract shall be English language only. All documents shall be executed by both the parties to the contract in English only.

5. DELIVERY OF AMPHIBIOUS SEA PLANE

The Bidder undertakes to deliver the Amphibious Sea Plane at Port Blair in Andaman & Nicobar Islands, India on or before the Delivery date. The date of delivery and starting of operations shall be the essence of the Agreement. The Bidder shall ensure that their Sea Plane shall be ready for operations at Port Blair, A & N Islands on 1st October 2015. Should the Sea Plane not be inducted at the designated base by the Delivery Date, A&N Administration shall have the right to accept the Sea Plane on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5 % of total contract value per week of delay or part thereof up to 30 days, after which A&N Administration has the right to terminate the contract without being liable to pay any charges whatsoever to the Bidder and forfeit the bid bond.

6. PERIOD OF CONTRACT

The contract will be for an initial period of 03 Years with provision for further extension(s) on mutual consent at the same rates, terms & conditions from the date the Sea Plane is actually inducted at Port Blair.

7. INDEMNITY

The Bidder shall indemnify and hold harmless the A&N Administration from and against all claims, costs, demands, actions, including legal fees and costs, howsoever,
arising out of the use of the Sea Plane (including damage or loss of Sea Plane and third party liability) during the period herein mentioned.

8. INSURANCE

8.1 The Bidder shall maintain throughout the period of Agreement at its own expense, 'hull liability insurance/self insurance of the Aircraft'. The Bidder shall also maintain throughout the period of Agreement at its own expenses, insurance/self insurance against war risk and hijacking.

8.2 The Bidder shall comply with all laws in respect of:

a) Worker's compensation and all other laws in effect with reference to employing, safe guarding, insurance and protecting all labour employed or used by the Company and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per the statutory provisions.

b) Third party legal liability insurance is to indemnify the A&N Administration in respect of all sum which the Bidder shall become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, maintenance or use of aircraft.

c) Passenger liability insurance liability is to indemnify in respect of all sums which shall become legally liable to pay for or for admitted liability of Rs.20,00,000/- each person/each accident arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Bidder. The passenger admitted liability offered is against full legal discharge. In the event of non acceptance, the Policy is to indemnify for their legal liability only.

b) Personnel baggage liability insurance in respect of damage to or loss of any property caused whilst being carried by a Aircraft or in the course of any of the operations of loading or unloading to the extent of Indian Rupees equivalent of US$ 1250 for each and every claim but not applicable to claim arising from an accident to the carrying aircraft or any war or related peril reinstated by AVN-52C.

c) Combined Single Limit (Bodily Injury/Property Damage/baggage as mentioned in 8.2(b), (c) and (d) above) is restricted to Indian Rs.50,00,00,000/- (Rupees fifty crores) for any one occurrence.

d) Any enhancement in the above by virtue of amendment in the Carriage by Air Act during the duration of the contract and any extensions thereof shall be at the cost and responsibility of the bidder.

e) Medical and Rehabilitation related expenses. AVN 80

The policy shall cover under AVN 80 to pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing, repatriation/ rehabilitation and
funeral expenses to or for each person (manifested or non manifested) including crew members who sustains bodily injury, sickness or disease caused by accident whilst in entering or alighting from the Aircraft, if the aircraft is being used by the insured or with his permission subject to maximum of Rs. 1.00 Crore per incident/accident.

8.3 Except as herein otherwise provided in this clause, the Bidder shall assume the entire risk of, and be solely responsible for, any and all damage to, or loss of its Aircraft, associated equipment, tools, supplies, spare parts, materials, personnel and all other property furnished by Bidder in connection with the services it provides pursuant to this Agreement. The Bidder shall indemnify and hold harmless A&N Administration against and from any and all claims, costs, demands, liabilities, expenses, suits or legal action including the Bidder's personnel, and/or the loss or damage to the property of any person(s) including the Bidder's personnel, and/or the loss or damage to the property of any person(s) including the property of the Bidder and A&N Administration resulting from any act, commission or omission or event in connection with the performance of services hereunder by the Bidder or his sub-Bidder or third party employed by the Bidder.

8.4 Proof of Insurance:

Before commencing performance under this Agreement, the Bidder shall have its Insurers to furnish Charterer/ A&N Administration a certificate that insurance required by the Bidder under this Agreement is in full force and effect and specifying the general coverage of any physical damage insurance referred to in this clause 8 above and showing:

a) The effective and expiration dates of all policies.

b) that the insurance will not be cancelled or materially altered while A&N Administration’s operations under this agreement are in progress without giving thirty (30) days (14 days in case of expropriation, nationalization, confiscation and war risk insurances) prior notice by tele-fax to be subsequently confirmed in writing and/or registered mail return receipt to A&N Administration.

c) The territorial limits of all policies.

8. INSPECTION OF AMPHIBIOUS SEA PLANE

The Amphibious Sea Plane offered should be subject to Technical Acceptance by A&N Administration and must meet the regulations of DGCA, India. The Amphibious Sea Plane should be available for inspection at sight by the representatives of A&N Administration. Inspection can be done by A&N Administration along with DGCA, well before date of signing of agreement, to be decided by A&N Administration.

9. DOWN TIME

The Down Time permissible for scheduled/unscheduled maintenance shall be limited to a maximum of Three (3) days per 100 hours of flying/Inspection.
10. MAINTENANCE OF AMPHIBIOUS SEA PLANE

During the period, the Bidder would undertake the maintenance of the Sea Plane as per clause 21, General terms and Conditions, Section-II. Aircraft should not be flown out of designated base of operation for maintenance or any reason during the contract period.

11. LIQUIDATED DAMAGES (LD)

11.1. The Amphibian Sea Plane and its crew shall be available and fully operational for use by A & N Administration during an operational day. However, the Amphibian Sea Plane will be considered operational for half a day if it is made available to A & N Administration any time upto 1100 hours, beyond which it will be considered grounded for full day. LD will be levied @ Rs.20,000/- per hour of delay or part thereof in case of delay in deployment of the Amphibian Sea Plane beyond ONE hour of the scheduled departure, which is conveyed on the previous day. Notwithstanding anything stated herein (approximately) 30 minutes would be allowed between two sorties for maintenance and (approximately) three hours would be allowed on return after overnight halt away from the main base.

11.2. In the event of the Amphibian Sea Plane being not available to A & N Administration after commencement of operations beyond the limits specified in Clause 10 above, A & N Administration shall be entitled to recover from the Bidder the amount equivalent to, for each day of down time availed in excess of the limits laid down, as under as Liquidated Damages (LD) (and not as penalty).

11.2.1. For full day of grounding of Amphibian Sea Plane, an amount equivalent to 5% of fixed monthly charges (FMC).

11.2.2. For half day of grounding of Amphibian Sea Plane, an amount equivalent to 50% of clause 11.2.1 above.

11.3. In addition to recovery of LD, as above, no payment of FMC shall be made being not due to Bidder for the period the Amphibian Sea Plane is not made available to A & N Administration over and above the permissible downtime as per Clause No. 9 above.

11.4. A & N Administration at its option may recover the LD as leviable above from the invoices for payment to the Bidder and/or by invoking the performance bank guarantee.

11.5. However, the total amount of LD leviable as per the provisions of Clause 11 shall be subject to maximum of 10% of three year contract value and extension thereof, if any.

11.6. The Bidders agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by A & N Administration on account of delay/breach on the part of the Bidder and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

12. PAYMENT

12.1 In consideration of the services provided by the Bidder herein the A&N Administration shall pay the Bidder fixed and firm charges for each leased Sea Plane as follows:-
a) Fixed Monthly Charges
b) Flying Hourly Charges for hours actually flown and as verified by Representative of A&N Administration.

The responsibilities of the Bidder for wet lease are mentioned in Clause 17 and payment would be made accordingly. Charges as payable under Clause 16 will be paid on a calendar month basis.

13 PRODUCTION OF INVOICE

13.1 The Bidder shall submit the invoice for FMC of the preceding month for the Sea Plane as mentioned in Clause 12.1 (a) which shall be payable A&N Administration within fifteen (15) working days after receipt of the invoice.

13.2 The Bidder will submit an invoice with supporting documents verified by Representative of A&N Administration, for the Hourly Flying Charges for the hours flown at the end of each month as mentioned in clause 12.1 (b) and the amount of such invoices shall be payable by A&N Administration within fifteen (15) working days after receipt of the invoice.

13.3 The Bidder shall be paid in Indian Rupees by the A&N Administration through Account Payee Cheque/DD etc.

14 DUTIES & TAXES

14.1 All taxes including withholding taxes, service tax, duties, custom duty, octroi, cess, levies, fees, charges, costs, etc. including freight, insurance, landing and parking charges at various locations, as applicable, shall be borne by Bidder.

15 CHANGE IN LAW

15.1 In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. Of India or Public Body/ State where the operation is carried out or any change in the interpretation by the Supreme Court of India or enforcement of any said Act or law, Rules or Regulations by Indian Govt. Or public body, State which becomes effective after the date as advised by the A&N Administration for submission of final price bid for this Tender and which results in increased cost of the works under the Tender through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Bidder shall be indemnified for any such increased cost by A&N Administration subject to the production of documentary proof to the satisfaction of A&N Administration to the extent which is attribute to such change or amendments mentioned above.

15.2 Similarly, if any change or amendment of any Act or Law including Indian Income Tax Act, Rules or Regulations of any Govt. Or public body/State or any change in the interpretation by Supreme Court of India or enforcement of any said Act or Law, Rules or Regulations by Indian Govt. Or public body/State becomes effective after the date as advised by the A&N Administration for submission of final price bid of this Tender and which results in any decrease in the cost of project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Bidder shall pass on the benefits of such reduced cost, taxes or duties to the A&N Administration.

15.3 Notwithstanding the above motioned provisions, A&N Administration shall not bear any liability in respect of (I) Personnel taxes on the employees of Bidder and the employees of all its Sub-Contractor etc. (ii) Corporate taxes in respect of the Bidder and its Sub-Contractors etc.
16 RESPONSIBILITIES OF THE BIDDER

16.1 All mandatory clearances including custom clearance etc. for import of the Sea Plane in India after award of LOI and sending back after completion of the contract period would be the sole responsibility of the Bidder.

16.1.2 Security and relevant DGCA clearances for Foreign Aircrew Temporary Authorization (FATA) for expat crew should be obtained.

16.2 To provide the Sea Plane for flights as scheduled on a daily basis for carrying Passengers and/or cargo. The programme for such flights would be intimated by the evening of the preceding day; any unscheduled flights not later than two hours after receipt of information thereof, unless there are any operational or regulatory limitations prohibiting or preventing such a flight or flights. Flights at night shall be scheduled in an emergency only subject to approval from DGCA, India. Night for this purpose would mean period from sunset to sunrise.

16.3 The Bidder shall be required to keep daily records of flights for the Sea Plane for each day of operation, which shall include the number of hours flown to be recorded from --- to ----, places visited. At the conclusion of each day of operations, the Bidder shall have a copy of record certified by signature of representatives of A&N Administration and each shall retain a copy of such records for billing. The flying time shall be as defined at Para 2.18 of Section III.

16.4 The Bidder shall at its own expenses and under its responsibility:

16.4.1 The bidders are required to provide experienced IFR rated licensed and Night flying qualified Pilots; cabin crew (if applicable), qualified Engineers, technicians etc. required for operation and maintenance, tools, spares and components, ATF, oils etc. The Bidder’s personnel including pilots & engineers are to be utilized, subject to security clearance by the concerned Indian authorities.

16.4.2 Bidders are to provide transportation of its Sea Plane, equipments, spare parts and personnel including pilots, cabin crew (if applicable), engineers, technicians etc. from place of present location to & from A&N Administration’s operating base to undertake the task assigned by A&N Administration and local transportation of crew from place of accommodation to place operation and back.

16.4.3 The Bidder shall comply with all Indian Aviation Regulations and all other applicable laws, rules & regulations of India. The Bidder shall indemnify A&N Administration against the Bidder's ignorance and/or failure to comply with said laws, rules & regulations. The Bidder should confirm that he agrees to abide by Civil Airworthiness Requirements Series C Part I Sec 3 dt. 17.5.93 and as amended from time to time and provide all assistance/information to A&N Administration and DGCA to ensure compliance. The Bidder also confirms that he agrees to abide by any other new requirement introduced by DGCA India from time to time for foreign operators.

16.4.4 All field replacements and test flying would be considered as non-revenue and would be at the cost of Bidder and be excluded for the purpose of billing to A&N Administration.
16.4.5 Provide insurance, medical, accommodation, meals and transport for its crew.

16.4.6 Sea Plane to be kept in tidy, clean and presentable condition.
16.4.7 In the event of the Bidder not being able to render satisfactory service as required by A&N Administration, A&N Administration may make alternative arrangements at Bidder's cost.

17 CHARTERER'S/ A&N ADMINISTRATION'S RESPONSIBILITIES

17.1.1 A&N Administration will furnish to the Bidder on daily basis the programme of the work to be carried out by the Sea Plane and will designate to the Bidder or his authorized person the time, the destination/programme of the flight to be used and the extent thereof.
17.1.2 A&N Administration can provide on mutually acceptable rates Sea Plane parking and maintenance space.
17.1.3 Applicable FMC on pro-rata basis and hourly charges on actual basis be paid by A&N Administration to the bidder

18 TERMINATION

18.1 Termination on expiry of the terms
This agreement shall be deemed to have been automatically terminated on the expiry of the contract period of Three years and extension thereof, if any. The Bidder shall remove the Sea Plane from A&N Administration’s operating base within 7 days from the date of expiry of this Agreement. A&N Administration will not pay any charges after the date of termination of agreement.

18.2 Termination at the sole discretion of A&N Administration.
Notwithstanding anything contained herein A&N Administration may at its sole discretion terminate this Agreement by giving to the Bidder Sixty (60) days written notice without assigning any reason whatsoever including specific direction of the Regulatory Authority (DGCA).

18.3 Consequences of termination
In all cases of termination herein set forth the obligation of A&N Administration to pay the rates or any other charges shall be limited up to the period of the date of termination.
Notwithstanding the termination of this Agreement the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action of forbearance after such termination.

19 JURISDICTION AND APPLICABLE LAWS

19.1 All questions, disputes or difference arising under or out of or in connection with this contract shall be subject to the laws of India and to the exclusive jurisdiction of the courts in Delhi.
19.2 This Agreement perusal to the parties hereto and cannot be assigned without the prior consent of the other party. The party desiring assignment shall give to the other party all documents pertaining to such assignment including the terms of the assignment and particulars of the assignee for examination. Such assignment, however, shall in no way
release or relieve the party from its obligations as stated herein. Any approval of such assignment shall not be unreasonably withheld by either party.

20  FORCE MAJEURE

20.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Agreement, the relative obligation of the party affected by such force majeure shall, after notice under this Article be suspended for the period during which such cause lasts. The terms "FORCE MAJEURE" as employed herein shall mean acts of God, War (declared or undeclared) riots or civil commotion, fires, floods and acts and regulations of the Government of India or any of its authorized agencies.

20.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

20.3 During the period the obligations of the parties are suspended by force majeure, the Bidder shall not be entitled to payment of any rate.

20.4 In the event of Force Majeure conditions of reasonably expected to continue for a period more than fifteen (15) days, A&N Administration shall have the option of terminating this Agreement by giving seven (7) days written notice thereof to the other, if this agreement is so terminated A&N Administration shall pay to the Bidder the amount payable upto the date of such termination.

21  ARBITRATION

21.1 Any dispute / differences between the parties arising out of the interpretation and application of the contract agreement, party shall make every effort to resolve the dispute amicably. In case of failure, the same shall be referred for arbitration to a three members Arbitrator Tribunal (one will be the nominee of the A & N Administration, second will be nominee of successful bidder and third shall be nominated by the said two arbitrators). The provisions of the Arbitration and Conciliations Act, 1996 as amended from time to time shall apply to the arbitration proceeding under this clause. The award of arbitrators shall be final and binding upon the parties. The arbitration proceeding under this clause shall be held at Port Blair. The decision of the arbitrator shall be made in English language. Each party shall bear the expenses of its own Arbitrator and the expenses of the third Arbitrator shall be borne equally by both parties.

21.2 If either party does not comply with the arbitrator’s decision under this clause, both parties agree that the aggrieved party may submit the award to the Civil court at Port Blair for adjudication.

21.3 The Laws of Republic of India shall be applicable.

22  PERFORMANCE

The Bidder undertakes to perform all their services under this contract with all reasonable skill, diligence, and care in accordance with sound industry practice to the satisfaction of A&N Administration and accepts full responsibility for the satisfactory quality, of such services as performed by them. Any defects/deficiencies noticed in
the Bidder's service will have to be promptly remedied by the Bidder upon the receipt of written notice from A&N Administration to improve their performance. If Bidder fails to remedy within a period of fourteen (14) days from the receipt of notice A&N Administration shall terminate the contract.

23 PERFORMANCE BOND

The Bidder shall furnish to A&N Administration upon the receipt of written order/fax for wet-lease of the Sea Plane but before its delivery at the designated base an irrevocable and unconditional letter of guarantee from a Scheduled Bank in India or Bank of International repute for a sum equivalent to ten percent (10%) of the total contract value computed for three years as shown in A&N Administration’s order. (proforma enclosed) This irrevocable letter of guarantee shall be drawn in favor of A&N Administration and shall be valid up to sixty (60) days beyond the last date of the contract period. The Performance Bond's validity/value shall be renewed one month in advance by the Bank in case the contract is extended/renewed under written instructions from A&N Administration. In the event of the Bidder failing to honor any of the commitments entered into under this agreement and/or in respect of any amount due from Bidder to A&N Administration, A&N Administration shall have the unconditional option under the guarantee to invoke the said guarantee with the bank and claim the amount from the bank.

24 CONSEQUENTIAL DAMAGE

Neither A&N Administration nor the Bidder shall have any claim against each other for any consequential damage.

25 SEVEREABILITY

Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any Court of Law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

The above clauses are the standard terms & conditions not all inclusive and cover broad terms and conditions only. The contract shall be executed based on the above standard terms & conditions and other terms & conditions mutually agreed upon during negotiations.
SINGLE ENGINE

SCHEDULE –I


The bidders are advised to give necessary information required by respective columns. If the bidder fails to fill-up the columns, their bids shall not be evaluated. All amounts must be in Indian Rupees in number as well as words.

Name of Company : ______________________________

Type of Amphibious Sea Plane offered: ______________________________

MSN of Seaplane : ______________________________

Date of manufacture : ______________________________

<table>
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<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Rate for One Seaplane (in Rupees/per month)</th>
<th>Rate for the Total Contract Period of Three years (column C X 36 Months)</th>
<th>Fixed Rate to be considered for EVALUATION PURPOSE ONLY of Financial Bid = 45% of the amount quoted in Column D (Amount in D X 0.45)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
</tr>
<tr>
<td>1.</td>
<td>Fixed Monthly Charges (All cost inclusive)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Rate for One Seaplane (in Rupees/per Hour)</th>
<th>Rate for the Total Contract Period of Three years: 3 years x 12 months x 100 hrs/month (Column C X 3600 Hours)</th>
<th>Variable Rate to be considered for EVALUATION PURPOSE ONLY of Financial Bid = 55% of the amount quoted in Column D (Amount in D X 0.55)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
</tr>
<tr>
<td>2.</td>
<td>Flying Hourly Charges (All cost inclusive)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sl. No. (A)</td>
<td>Particulars</td>
<td>(in Rupees) In figure and words (B)</td>
<td>(C)</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>TOTAL CONTRACT VALUE (FOR EVALUATION PURPOSE ONLY) FOR THREE YEARS WITH AN ESTIMATED FLYING 3600 HOURS Column 1 (E) + Column 2 (E)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Per Hour Total Contract Value (Column 3-C/3600 hours)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Number of effective passenger seats according to Mission i.e. Value in Forth row-column H of Table 3.5 of Section II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Per-Seat-Per-Hour: (Per Hour Total Contract Value/ No. of effective seats offered. (Column 4-C/No. of Effective seats)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
1. The Bidders must ensure that FMC/100 hours should not exceed flying hourly charges failing which their bid will be rejected.
2. All taxes including withholding taxes, service tax, duties, custom duty, octroi, cess, levies, fees, charges, costs, etc. including freight, insurance, landing and parking charges at various locations, as applicable, shall be borne by Bidder.
3. Bidders are requested to kindly check the ATF prices as prevailing at Port Blair and other places in A&N Islands at the time of submission of their quotations.
4. Must list all activities to be undertaken by the Bidders in accordance with this Tender. If any such activity is not covered, A&N Administration shall be free to reject the bid or make an assumption without consultation with the Bidder.

Enclosures: As mentioned in Section – II (Para – 8.2)

Place:

Date:

Signature of the Authorized signatory
Name:

Designation:
SINGLE ENGINE

SCHEDULE-II


1. We agree to comply with all the terms and conditions mentioned in the tender document and Annexure thereto.

2. Please provide the following details with respect to the amphibious seaplane on offer. If the bidder fails to fill-up all columns of this form their bid shall not be evaluated.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; address of owner of the Amphibious Sea Plane. If not registered in bidder’s name, what is the arrangement with Owner (Proof of possession i.e. Registration Certificate/Lease Agreement etc. to be Provided)</td>
</tr>
<tr>
<td>2.</td>
<td>Type of amphibious seaplane offered</td>
</tr>
<tr>
<td>3.</td>
<td>Manufacturer’s Serial Number</td>
</tr>
<tr>
<td>4.</td>
<td>Aircraft registration number</td>
</tr>
<tr>
<td>5.</td>
<td>Country of registration</td>
</tr>
<tr>
<td>6.</td>
<td>Date of manufacture</td>
</tr>
<tr>
<td>7.</td>
<td>Name of manufacturer</td>
</tr>
<tr>
<td>8.</td>
<td>Engine type</td>
</tr>
<tr>
<td>9.</td>
<td>Engine make &amp; model</td>
</tr>
<tr>
<td>10.</td>
<td>Max. take off weight (Kgs.)</td>
</tr>
<tr>
<td>11.</td>
<td>Max landing weight (Kgs.)</td>
</tr>
<tr>
<td>12.</td>
<td>Max. zero fuel weight (Kgs.)</td>
</tr>
<tr>
<td>13.</td>
<td>Empty weight.</td>
</tr>
<tr>
<td>14.</td>
<td>Fuel details</td>
</tr>
<tr>
<td></td>
<td>- Type of fuel in use</td>
</tr>
<tr>
<td></td>
<td>- Std fuel cap on board (kgs)</td>
</tr>
<tr>
<td></td>
<td>- Fuel consumption per hr (kgs/ Ltrs. both)</td>
</tr>
<tr>
<td>15.</td>
<td>Max. Range with std. tankage</td>
</tr>
<tr>
<td>16.</td>
<td>Max Endurance with std. tankage</td>
</tr>
<tr>
<td>17.</td>
<td>Max Cruise Speed (Knots)</td>
</tr>
<tr>
<td>18.</td>
<td>Type of Landing Gear</td>
</tr>
<tr>
<td>19.</td>
<td>Takeoff/ Landing distances.</td>
</tr>
<tr>
<td>20.</td>
<td>Installed seating capacity</td>
</tr>
<tr>
<td>21.</td>
<td>Passenger seats offered under Mission Profile as specified in the Tender under Section – II, Para 3.5 (Column H)</td>
</tr>
<tr>
<td>22.</td>
<td>Performance data of Sea Plane offered for the Mission profile Section-II, Para 3:-</td>
</tr>
<tr>
<td></td>
<td>a. Flying time from base to location (100NM).</td>
</tr>
<tr>
<td></td>
<td>b. Flying time from location to base.(100 NM)</td>
</tr>
<tr>
<td></td>
<td>c. Total time (a+b)</td>
</tr>
<tr>
<td></td>
<td>d. Payload available at base (kg)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>e.</td>
<td>Payload available at location (kg)</td>
</tr>
<tr>
<td>f.</td>
<td>Fuel consumed for mission (kg &amp; ltrs., indicate density assumed)</td>
</tr>
<tr>
<td>g.</td>
<td>Fuel available on board (Standard tank) on Return to base after reserve.</td>
</tr>
<tr>
<td>23.</td>
<td>Number of flying hours done on the Sea Plane</td>
</tr>
<tr>
<td>24.</td>
<td>Number of flying hours available in next Three Years.</td>
</tr>
<tr>
<td>25.</td>
<td>Make of Propellers and Part No. and Serial No.</td>
</tr>
<tr>
<td>27.</td>
<td>Hours/cycles/months left on Engine/s for overhaul</td>
</tr>
<tr>
<td>28.</td>
<td>Hours/landings/months left on floats for Major inspections or replacements.</td>
</tr>
<tr>
<td>29.</td>
<td>Hours/cycles/months left on Propellers for Major inspections or replacements or overhaul.</td>
</tr>
<tr>
<td>30.</td>
<td>Date of issue of Certificate of Airworthiness (attach copy)</td>
</tr>
<tr>
<td>31.</td>
<td>Date of expiry of Certificate of Airworthiness</td>
</tr>
<tr>
<td>32.</td>
<td>Hull &amp; crew insurance and its validity (attach certificate)</td>
</tr>
<tr>
<td>33.</td>
<td>Last major inspection done on Airframe, Engine/s, propeller/s and floats.</td>
</tr>
<tr>
<td>34.</td>
<td>Engine hours/start cycles</td>
</tr>
<tr>
<td>36.</td>
<td>Location of the Sea Plane</td>
</tr>
<tr>
<td>37.</td>
<td>Bidders total fleet of Sea Planes</td>
</tr>
<tr>
<td>38.</td>
<td>Total Company staff strength</td>
</tr>
<tr>
<td></td>
<td>i) Pilots</td>
</tr>
<tr>
<td></td>
<td>ii) Licensed Engineers</td>
</tr>
<tr>
<td>39.</td>
<td>Past experience (last 5 years) indicating offshore/onshore operations, with details of existing operations</td>
</tr>
<tr>
<td>40.</td>
<td>Licensing details of the pilots, Engineers in support of their rating, Category &amp; experience on type of the Plane at their credit</td>
</tr>
<tr>
<td>41.</td>
<td>List of safety, nav/comm. Equipment etc. available on board offered.</td>
</tr>
<tr>
<td>42.</td>
<td>Are you holding Operators approval from the Regulatory authority (Please attach copy)</td>
</tr>
<tr>
<td>43.</td>
<td>Have company’s Sea Plane been involved in any accident, incidents, damages in past 5 years. If yes, please give details of cause of accident, incident, damage and report of Enquiry and date of resuming air services.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>44.</td>
<td>List of existing clients, if any.</td>
</tr>
<tr>
<td>45.</td>
<td>Whether General terms &amp; conditions (section-II) And Standard Terms &amp; conditions (Section III) are fully acceptable. If not, please attach a separate statement indicating the clause not acceptable and changes desired</td>
</tr>
<tr>
<td>46.</td>
<td>Confirmation regarding provision of the insurance cover for Sea Plane passengers and third party (attach copy of policy/certificate) as per tender requirement.</td>
</tr>
<tr>
<td>47.</td>
<td>Will total work be handled by bidder? If not, give details of work to be sub-contracted.</td>
</tr>
<tr>
<td>48.</td>
<td>Confirmation that Bidder is willing to abide by the requirements laid down by Civil Aviation Regulatory Authority in India i.e. DGCA. as specified under Section II of this tender document.</td>
</tr>
<tr>
<td>49.</td>
<td>Amount of Bid Bond</td>
</tr>
</tbody>
</table>

Enclosures: As mentioned in Section – II (Para – 8.1)

Place:

Date:

Signature of the Authorized signatory

Name:

Designation:
ANNEXURE: I

PROFORMA OF BANK GUARANTEE FOR BID BOND
To be submitted with “Technical Bid”

Ref : Bank Guarantee
No.___________________

Date :____________________________

The Directorate of Civil Aviation,
Inter-Island Helicopter Terminal
VIP Road, Port Blair-744103
A & N Islands, India.
Tel-No. 03192-233601
Fax No. 03192-233601

Dear Sirs,

1. Whereas the Directorate of Civil Aviation, Andaman & Nicobar Administration (hereinafter called "A&N Administration" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executers and assigns) has floated a Tender No. 1/CA/SEAPLANE/2014-15 dated 25.2.2015 and M/S. _______________________________________________ having registered/head office at ______________________ (hereinafter called the "Tenderer" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executers and assigns) have submitted a quotation reference No._________________________ and tenderer having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee of Rs. 7500,000/- (Rupees seventy five lakhs only) for Amphibious Sea Plane for the due performance or tenderer’s obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by A&N Administration, especially the conditions that tenderer shall keep his tender open for requirement of one Sea Plane upto ……………., 2015 or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to A&N Administration. The tenderer has absolutely and unconditionally accepted these conditions. A&N Administration and the tenderer have agreed that Tender documents is an offer made on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to A&N Administration for the period for the requirement of lease of Sea Plane upto ………., 20. or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the condition contained in NIT and the tender documents. They have further agreed that the tender shall be kept open for the period indicated above and the tenderer desired to make a tender on this condition, A&N Administration promises to consider the tender on this condition and the tenderer agrees to keep the tender open for the required period.

2. Therefore, we__________________________ registered under the laws of ___________________________ having head/registered office at ___________________________ (hereinafter referred to as the "Bank" which thereof, include all its successors, administrator & executers) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on
first demand in writing all monies to the extent of Rs. 75,00,000/- (Rs. Seventy Five lakhs only) for each Sea Plane at any time immediately on such demand without any demur, reservations, recourse, context or protest and/or without any reference to the tenderer and any such demand made by A&N Administration on the Bank shall be conclusive and binding notwithstanding any difference between A&N Administration and the tenderer or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever, we also agree that the guarantee herein contained shall be irrevocable unless it is discharged earlier by A&N Administration in writing. This guarantee shall not be determined/discharged/affected by the liquidation winding up dissolution, or insolvency of the tenderer and will remain valid, binding and operative against the bank.

3. The Bank also undertakes that A&N Administration at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the tenderer.

4. The Bank further agrees that as between the Bank and A&N Administration for the purpose of this guarantee any notice for the breach of the condition contained in NIT and other terms and conditions contained in the Tender documents as referred above, given to the Bank by A&N Administration shall be conclusive and binding on Bank without any proof, notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of A&N Administration or that of the tenderer. We also undertake not to revoke in any case this guarantee during its currency.

5. The Bank agrees with A&N Administration that A&N Administration shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability or for any forbearance, act of omission and commission on the part of A&N Administration or any by reason of any such variation or extension for the validity period indulgence shown by A&N Administration to the said tenderer or by 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.

6. Notwithstanding any thing contained here in above our liability under this guarantee is limited to Rs. 75,00,000/- (Rupees seventy five lakhs only) in aggregate and it shall remain in full force and including two months for the requirement of one Sea Plane up to .................,2015 unless extended further from time to time for period as may be instructed in writing by M/S._________________________________________ on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be received by us before the expiry of one month or before the expiry of one month after the expiry of extended period, if any. If no such claim has been received by us within one month after the said date/extended date, the rights of A&N Administration under this Guarantee will cease subject to para 7. However, if such a claim has been received by us within and up to one month after the said date/extended date, all right of A&N Administration under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
7. The Bank confirms that this Guarantee has been issued with the approval of appropriate Exchange Control Authority in ___________________________ and any other (indicate the name of the country of issue of Guarantee) authority if required as per the laws of the country of issue of Guarantee.

We also agree that his Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts.

The Bank also agrees that courts of the place from where tenders have been invited shall be having exclusive jurisdiction.

In witness where of the Bank, through its authorized officer has set its hand and stamp on this ______ day of ___________ at___________________.

Signature
(FULL NAME IN CAPITAL LETTER)
Designation with Bank Stamp

WITNESS NO.1
Signature
(Full name and address in Capital letters)

WITNESS NO.2
Signature
(Full name and address in capital Letters)

Attorney as per power

No.___________________________

Date__________________________

INSTRUCTION FOR FILLING UP BANK GUARANTEE FOR BID BOND

1. The Bank Guarantee should be stamped in accordance with the stamp Act in case the same is issued by a Scheduled Bank in India or Bank of International repute.

2. The non-judicial stamp paper should be in the name of the issuing Bank.

3. The period of sixty (60) days mentioned in Clause 6 should be available after expiry of the validity period of the tender or any extension thereof.

4. A&N Administration will have the right to instruct the issuing Bank of Bidder to extend the Bank Guarantee (Performance Bond) and the same will be incorporated in such Bank Guarantee.

******
ANNEXURE-II

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

(To be stamped in accordance with the Indian stamp Act.)

To be provided only if contract is awarded

The non-judicial stamp paper should be in the name of issuing bank.

Ref. No
Bank Guarantee No. --------------

Dated ------------------------------

To,

The Directorate of Civil Aviation,
Inter-Island Helicopter Terminal
VIP Road, Port Blair-744103
A & N Islands, India.
Tel-No. 03192-233601
Fax No. 03192-233601

Dear Sir,

1. In consideration of Directorate of Civil Aviation, Andaman & Nicobar Administration having its head office at Port Blair, Andaman & Nicobar Islands, India (hereinafter referred to as A&N Administration which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns), and having entered into a contract dated ____________ (herein after called the Contract which expression shall include all the amendments thereto) with M/s. ------------------------ (herein after referred to as the Bidder which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the Contract having been unequivocally accepted by the Bidder resulting in a contract bearing No. ------------------------ dated ---------------- value at Rs. ----------------- (in figures) Rs. ----------------- (in words) for ------------------------ (scope of work ------------------------ and A&N Administration having agreed that the Bidder shall furnish to A&N Administration performance guarantee for the faithful performance of the entire contract to the extent of 10% of the value of the Contract Rs. ------------------------ we ------------------------(name of Bank) ------------------------ having its registered office at ----------------- (herein after referred to as ‘the bank’ which expression shall unless repugnant to the context on meaning thereof include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on first demand in writing in Rupees ------------------------ as any and all monies to the extent of Rs. ------------------------ (in figures) (Rs. in words ------------------------ in aggregate at any time without any demur, reservation or resources, contest or protests and/or without any reference to the Bidder. Any such demand made by A&N Administration on the Bank shall be conclusive and binding notwithstanding any differences between A&N Administration and Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by A&N Administration in writing.

35 | P a g e
2. A&N Administration shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time to extend the time for performance of the contract by the Bidder or vary the terms of the Contract. A&N Administration shall have the fullest liberty without affecting this Guarantee to postpone from time to time, the exercise of power vested in them or any rights which they might have against the Bidder and to exercise the same at any time, any manner and either to enforce or to forebear to enforce any covenants contained or implied in the contract between A&N Administration and the Bidder or any other course or remedy or security available to A&N Administration. The bank shall not be released of its obligation under these presents by any exercise by A&N Administration of its liberty with reference to matters aforesaid of any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of A&N Administration or any other indulgence shown by A&N Administration or by any other matter or thing whatsoever, which under law would, but for this provision have the effect of relieving the bank.

The bank undertakes that in case the period of the contract is extended beyond the initial period of three years it shall extend the Bank Guarantee one month in advance from the date of expiry of validity for another period upto one year on written instructions from A&N Administration or for any further period as may be instructed in writing by A&N Administration.

3. The bank also agrees that A&N Administration at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Bidder notwithstanding any security or other guarantee that A&N Administration may have in relation to the Bidder's liability.

4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of A&N Administration under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till A&N Administration discharges this guarantee in writing.

5. We further agree that as between us and A&N Administration for the purpose of this guarantee any notice given to us by A&N Administration that the money is payable by the Bidder and any amount claimed in such notice by A&N Administration shall be conclusive and binding on us notwithstanding any difference between A&N Administration and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected discharged by any change in our constitution and the constitution of A&N Administration or that of the Bidder. We also undertake not to revoke this Guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder and shall remain valid binding and operative against the Bank.

6. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. ------- (Rs. --------) in aggregate and it shall remain in full force upto and including 120 days after ------------------- (indicate the date of expiry of bank guarantee) ------------------ unless extended further from time to time, for such period as may be instructed in writing by A&N Administration upto period of six months in which case it shall remain in full force upto and including 60 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days after the said date/extended date/whichever later. If no such claims has been received by us within 60 days after the said/extended date, right of A&N Administration under this Guarantee will cease. However, if such claim has been received by us
within and upto 60 days after the said date/extended date, all the rights of A&N Administration shall not cease until we have satisfied that claim.

7. The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities and other authorities as required in --------------- (indicate the name of the country of issue of Guarantee) -------------as also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian courts. (This is applicable where other party is foreign one).

Dated this -----------day of -----------2015

Witness No.1

-------------------------    ----------------------
(Signature)                (Signature)

-------------------------    ----------------------
Full name and Official address in capital letters    Full name and Official address in capital letters

Witness No. 2    Designation with Bank Stamp

-------------------------    ----------------------
(Signature)                Attorney as per power of Attorney No.-------

-------------------------    ----------------------
Full name and Official address in capital letters    Dated:-----
To,
The Directorate of Civil Aviation,
Inter-Island Helicopter Terminal
VIP Road, Port Blair-744103
A & N Islands, India.
Tel-No. 03192-233601
Fax No. 03192-233601

Sub: ------------------------------------

Ref: Tender No. 1/CA/SEAPLANE/2014-15

Dear Sir,

We, the undersigned, have considered and complied with the INSTRUCTION TO BIDDER and have accepted the General Terms & Conditions and Standard Terms & Conditions (not all inclusive) stipulated in the Tender Document for wet lease of one Single engine Amphibious Sea Plane, in full cognizance and compliance with these aforesaid conditions and the regulations of local Government Authorities, we the undersigned, hereby offer to provide the Sea Plane for which we have tendered. Such work shall be completed in conformity in accordance with the tender document to the entire satisfaction of yourselves of our representative of consultant at the prices and schedule of rates to be quoted in our Financial Bid.

We further agree and stipulate as follows:-

1. Until the final CONTRACT DOCUMENTS are prepared and executed, this TENDER DOCUMENT, together with modifications/additions/deletions agreed to with A&N Administration and your written acceptance thereof, shall constitute a binding contract between us upon the terms of this TENDER, of the price schedules accompanying the same.

2. We shall be prepared for the services, to provide on the location to commence on receipt of your telefax of intent and to complete in accordance with the time schedule which has been provided. This time schedule and its beginning and completion date are of the essence of our agreement. All prices in our proposals and schedules shall remain firm and capable of acceptance by you in accordance with the provisions hereof for a period of 180 days from the opening date.

Dated this ---------- day of -----------------

Signature --------------------------------------
Name-------------------------------------------
In the capacity of ----------------------------
Duly authorized to sign TENDERS for and on behalf of ------------------------------------------------------

WITNESS 1:          WITNESS 2:
Signature:          Signature:
Name and address:         Name and address:
ANNEXURE-IV

Power of Attorney to Leader of Consortium [Clause No. 2.1.2]

Power of Attorney to be provided by each Consortium Member in favor of Leader

Power of Attorney

To Whomsoever It May Concern

Whereas we have decided to participate in the Bidding proceedings of the A&N Administration in their project for wet lease of 01(one) Single Engine (5-10 passenger effective seat capacity) Amphibious Seaplane (the “Project”) as a Member of Consortium, i.e. __________________ [name of Consortium], we ________________ [name of authorizing company], a company incorporated under the laws of ____________________, the registered address of which is _____________________, to lawfully represent and act on our behalf as the Leader of the Consortium to sign any Bid, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the project. We hereby confirm that we jointly and severally liable, together with the other members or the consortium, to the A&N Administration for all of the obligations of the consortium in respect of our Bid for the Project, in accordance with this Bid Document for the project issue on ________________ and as amended prior to the date hereof.

IN WITNESS WHEREOF, We have hereunto set our respective hands this ____________ day of ____________ 2015.

SEALED HEREIN

-----------------------------------------------------------------------------------------------------------------
Signature of Authorized Person
-----------------------------------------------------------------------------------------------------------------
Name of Authorized Person
-----------------------------------------------------------------------------------------------------------------
Name of Consortium Member

Note:

(Please provide the original on the stamp paper)
ANNEXURE-V

Power of Attorney for signing the Bid [Clause No. 2.1.3]

Power of Attorney by the Bidder in favor of Designated Person

Dated___________________

Power of Attorney

To Whomsoever It May Concern

Shri. ------------------------------------------ (Name of the Person) domiciled at ------------------- --(Address) acting as ----------------------------- (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of -------------------------(Name of the Bidder/Consortium) to sign, and execute Agreements, Documents, Endorsements, Writings etc as may be required by A&N Administration for the project of wet lease of 01(one) Single Engine (05-10 passenger effective seat capacity) Amphibious Seaplane and is hereby authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri.-----------------------------------)

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Name of Designated Person

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Signature of authorized Person

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Name of the Bidder

(Please provide the original on the stamp paper)
END OF TENDER DOCUMENT