DIRECTORATE OF AVIATION
GOVT. OF CHHATTISGARH, MAHANADI BHAWAN,

Phone No+91(0)771-2510172 **CAPITAL COMPLEX, MANTRALAYA,**
FAX No. +91(0)771-2510172 **NAVA RAIPUR (CG): 492002, INDIA**

Ref No. 642/DoA/Ops/tender/2022/ **Nava Raipur, Date : 21/11/2022**

NOTIFICATION FOR THE RATE EMPANELMENT OF CHARTER SERVICES OF HELICOPTER/ AEROPLANE

Directorate of aviation (DoA), Govt. of Chhattisgarh (GoCG) invites quotations from NSOP holder companies for services of twin engine Helicopter/Aeroplane for use by State Govt. (VIP flying) on as and when required and/or long term basis (for two months or more) under following terms and conditions:-

Terms & Conditions

1. Helicopter/Aeroplane should have valid Certificate of Airworthiness and is to be compliant under relevant DGCA rules and regulations etc. for **VIP operations.** Onus of all round DGCA/AAI/BCAS compliance during operations will rest on the contracting company and Helicopter / Aeroplane owners.
2. Crew compliment should be qualified under the relevant provisions of DGCA, CAR etc. for VIP flying.
3. Only NSOP holders with Helicopter / Aeroplane endorsed can submit their rate quotation. In case Helicopter/Aeroplane offered is not endorsed on the NSOP of bidder then undertaking contract by the Helicopter/Aeroplane owner in favour of bidder, for commitment in compliance of T & C of this tender, should be enclosed.
3. Helicopter/Aeroplane will be required/provided as per flight/ as per VVIP & VIP passengers requirements. Aeroplane should have seating capacity of 7 passengers and helicopters should have seating capacity of 5 passengers minimum. Equivalent replacement machine is to be provided in case of un-serviceability.
4. Company will have to provide NOC for operations of crew and Helicopter/Aeroplane in the entire State region or as required and insurance for crew, passengers and Helicopter/ Aeroplane covering relevant eventualities. (format attached in Annexure III)
5. Accommodation, transportation and all other charges for crew and staff at Raipur and at any other place will be the responsibility of the Company. No BLT charges will be borne by DoA.
6. Government will accept the minimum offered rate for any Helicopter/Aeroplane (Call sign) and consent will be taken from the participant companies for minimum accepted rate. Hiring of Helicopter/Aeroplane will be done only from those companies who will give their consent for accepted minimum rate.

Interested companies may submit their quotations with following information specified :-

1. Call sign, Type, seating capacity and configuration of Helicopter/Aeroplane are to be provided (format attached in Annexure: I &II).

2. Companies & their affiliate / sister concerns, debarred by the Government of India / Govt. of Chhattisgarh /any other State Government will not be eligible to participate in the empanelment process. (undertaking has to be submitted on company's letter head)

3. Twin engine Helicopter/Aeroplane should have Air conditioning system and cabin interior should be well furnished for VIP operation.

4. Proposal is to be submitted in two envelop system, 1st for technical details and 2nd for price offer. All relevant documents of offered Aircraft/Helicopter should be attached in technical details. A checklist must be attached along with technical details. (Checklist format attached Annexure IV).

5. In general, desired period of empanelment is for at least ONE year but it can be extended with mutual consent on the same accepted minimum rates and Terms & Conditions. All relevant financial aspects, viz, flying charges per hour, terms of payment etc. are to be stated in annexure I / II.

6. Payment will be made at the earliest after receipt of bills at the DoA.

   Positioning and ferry back to the same Origin / destination will be paid in case of As & When Required empanelment.

   In case of long term basis (Two Months) ferry back to the same base as mentioned in Annexure-II will be paid for.

7. Bidders are required to fill & sign enclosed "Integrity Pact" on Rs. 100/- Non Judicial Stamp paper and attach it with the quotation.

8. Any dispute arising out of this bid shall be limited to the Jurisdiction of Raipur, CG Court or High Court, Bilaspur CG.

9. Interested companies may submit their information and rates separately in given format "Annexure I and II" for hiring of Helicopter/ Aeroplane to **"Directorate of Aviation, AD3/9, Mahanadi Bhawan, Capital Complex Mantralaya, Nava, Raipur(CG)" by 02.12.2022 .**

10. A Pre Bid Meeting has been scheduled on 25.11.2022 at 03:00 PM . Venue- Conference Hall, Directorate of Aviation, Mahanadi Bhawan, Capital Complex Mantralay, Nava Raipur (CG)"

Sd/-
Director
Directorate of Aviation
Govt. of Chhattisgarh

Annexure-I

INFORMATION FOR RATE EMPANELMENT FOR AS AND WHEN REQUIREMENT OF HELICOPTER /AEROPLANE

1- Aeroplane

Sl. No.	Type	Call Sign	Category & air conditioning	Passenger Capacity	Base	Flying Charges per hour (Excl. GST)	Remarks

2- Helicopter

Sl. No.	Type	Call Sign	Category & air conditioning	Passenger Capacity	Base	Flying Charges per hour (Excl. GST)	Remarks

Company's Stamp **Signature**

Date :

(Company's authorized signatory)

Annexure-II

INFORMATION FOR RATE EMPANELMENT FOR LONG TERM (TWO MONTHS OR MORE) REQUIREMENT OF HELICOPTER /AEROPLANE

1- Aeroplane

Sl. No.	Type	Call Sign	Category & air conditioning	Passenger Capacity	Base	Flying Charges per hour (Excl. GST)	Remarks

2- Helicopter

Sl. No.	Type	Call Sign	Category & air conditioning	Passenger Capacity	Base	Flying Charges per hour (Excl. GST)	Remarks

Company's Stamp **Signature**

Date :

(Company's authorized signatory)

Annexure-III

No objection Certificate

(To be issued on company's letter head)

This is to certify that ……. Company hereby undertakes that it does not have any objection in operating its Helicopter/ Aeroplane and crew in the entire State of Chhattisgarh or as required under the terms & conditions issued by DGCA & other authorities (if any). We also undertake to carry out insurance of Helicopter/ Aeroplane, crew and passengers etc. as per existing norms.

Company's Stamp **Signature**

Date :

(Company's authorized signatory)

Annexure-IV

(To be issued on company's letter head)

CHECKLIST

Sl No	Attributes	Remark	Details
1	Company Details	Yes	Copy Attached
2	Crew compliment qualified under the relevant provisions of DGCA, CAR etc. for VIP flying	Yes	Declaration Attached
3	Onus of all round DGCA/AAI/BCAS compliance during operations will rest on the contracting company and Helicopter / Aeroplane owners.	Complied	Agreed
4	Helicopter/ Aeroplane with valid CoA, CoR and ARC.	Yes	Copy Attached
5	NSOP with offered Helicopter/ Aeroplane endorsed. Incase Helicopter/Aeroplane not endorsed on bidders NSOP then undertaking by the owner of Helicopter/ Aeroplane in attached format (Annexure V).	Yes	Copy Attached
6	Details of offered Aeroplane/ Helicopter and flying charges per hour (Excluding GST)in attached format as per annexure I and II	Yes	Copy Attached
7	NOC for operation, Insurance of the crew passenger of plane/helicopter in attached format as per annexure III.	Yes	Enclosed on company letter head
8	Company responsible for accommodation & transportation anywhere within and out of the State.	Yes	Declaration Attached
9	In case of un-serviceability similar replacement machine must be provided.	Yes	Declaration Attached

Company's Stamp **Signature**

Date :

(Company's authorized signatory)

Annexure –V

Undertaking by the Owner of Helicopter/Aeroplane
(Refer to para 3 of Term & Condition)

(on company's letter head)

This is to certify that ……. Company undertakes to provide ……. (Registration No.) Helicopter/Aeroplane to …….. company for the period of contract under tender notice no. ……..…… dtd. ……and agree to abide by all terms and conditions therein.

Company's Stamp **Signature**

Date :

(To be issued on company's letter head)

To,

The Director
Directorate of Aviation
Mantralaya, Nava Raipur (C.G.)

Sub :- Regarding rate empanelment of charter services of Helicopter /Aeroplane.

I/We _____have gone through the contents of your Notification No……and noted the same for compliance. I/We enclosed herewith (a) Technical Part of Tender and (b) Financial Part of Tender separately for your consideration.

Yours Faithfully,

Seal & Signature : _____

Full Name : _____

Full Postal Address : _____

_____

_____

_____

Telephone No. _____

Email :

_____

Annexure

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on……day of the month ..….20….., between, the Government of Chhattisgarh acting through Shri ---------- (Designation of the officer, Department) Government of Chhattisgarh (herein called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns)and the First Party, proposes to procure (Name of the Stores/Equipment/Work/Service) and M/s …..…….. represented by Shri ……Chief Executive Officer (herein after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, hid successors an permitted assigns) and the Second Party, is willing to offer/has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a Competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any from, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following :-

3.1 The BUYER undertakes that no official of the BUYER, connected directly of indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3 All the official of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

4.1 The BIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third in party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or premised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material of immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing forbearing to show favor or disfavour to any person in relation to the contract or any other contract with the Government.

4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized Government Sponsored export entity of the stores and has not engaged any individual or firms or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payment.

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6 . EARNEST MONEY (SECURITY DEPOSIT)

6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of …….

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum of the ……(BUYER)…….on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2 The Earnest Money/Security deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of successful BIDDER a clause would also be incorporated is the Article pertaining to Performance Bond in the Purchase contract that the provision of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

(i) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER (s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. IF any outstanding payment is due to BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by BIDDER (s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In case where irrevocable Letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any persion acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender, any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(xi) The Bidder shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor (s) appointed for the purpose of this pact.

8. FALL CLAUSE

8.1 The BIDDER undertakes that if has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this pact.

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings, The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor (s) with confidentiality.

9.5 As soon as the monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.

9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant document and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years of the complete execution of the contract to this satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at …….on……..

BUYER BIDDER

Name of the officer **CHIEF EXECUTIVE OFFICER**

Designation

Department/PSU

Witness	Witness
1)……	1)……
……	……
2)……	2)……
……	……