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Ref No. 2218/587 /DoA/Comsnr/Ops/Tender/2014/ Date :- 03.12.2014

TENDER AMENDMENT NOTICE

1. Reference is made to this Directorate Letter Notice 2098/587/DoA/Comsnr /Ops/Tender/2014, Date :- 19 .11.2014.

2. Following Conditions/Amendments have been made to the "Terms & Conditions" :-

For Give Para Reed as follow :-

Para 2 :- Helicopter should not be older then 10 years. preference shall be given to operator who have flying experience is hilly or naxal prone area.

Para 4 :- twin engine Helicopter capable of carrying 10-12 passenger & single engine Helicopter capable carrying 6 passenger is required ie 2 crew + (10-12) Passenger and (1+6) Passenger crew and passenger with possibility of Causality Evacuation.

Director
Directorate of Aviation,
Govt of Chhattisgarh

INDIA NON JUDICIAL
Stamp - 1000

AGREEMENT FOR HIRING OF …… HELICOPTER

This Agreement is made and executed on this …… between **Director General of Police, Government of Chhattisgarh and Director, Directorate of Aviation, Government of Chhattisgarh** here-in-after referred to as FIRST PARTY which expression shall include their successors in office and permitted assignees and **……** having its Registered Office at **…….....** Here-in-after referred to as SECOND PARTY which expression shall include its successors and permitted assignees.

WHEREAS the FIRST Party is desirous of hiring the services of …..... Helicopter for its operation in the State of Chhattisgarh.

AND WHEREAS, the SECOND Party is engaged in the business of providing helicopter services and on post tender selection by the FIRST Party, SECOND Party has agreed to provide the services of …… helicopter duly certified by Director General of Civil Aviation (DGCA) to the FIRST party on mutually agreed terms & conditions contained hereinafter.

NOW, THEREFORE, IT HAS BEEN AGREED BETWEEN THE PARTIES AS FOLLOWS:-

1. **INTERPRETATIONS**

The words and expressions used in this Agreement shall have the following meaning unless the context otherwise requires:-

(a) **Area of Operations:** An expression to include any area with in the geographical limits of India including union territories.

(b) **Base:** It means Raipur/Jagdalpur/Other Base where the helicopter and crew including maintenance facilities will be provided.

(c) **Commander**: It means Pilot–in–command of the helicopter.

(d) **Flying Charges:** It would mean the financial amount worked out in accordance with terms as stipulated in Clause 6.

(e) **Security:** It relates to helicopter and means all actions taken towards avoidance of ingress by unauthorised personnel in helicopter operating area, safety of the helicopter/related equipment and stores and its operating personnel from intentional damage by external forces/unauthorized personnel and safety of passengers and their luggage.

(f) **Flying Time:** In respect of the helicopter it shall mean the time from "Engine On" till "Engine off".

(g) **Force Majeure:** It would mean dispensation of some clauses contained herein due to fire, flood and the act of God like earthquake, land slide, lighting, tempest, tornado, and war (whether declared in India or in the country of the manufacturer of the major components of subassemblies of the helicopter) Sabotage, Left Wing Extremists action, civil disturbance and any such cause which is not within the control of either party claiming 'Force Majeure'.

(h) **IFR:** It means 'Instrument Flight Rules' as specified by the DGCA.

(i) **Month:** It means calendar month and "Monthly" shall have corresponding meaning.

(j) **Night:** It shall mean period between sun set and sun rise.

(k) **Program**: It means written requisition of the helicopter for a day indicating time of departure, destination with co-ordinates, approximate flight time and list of passengers etc.

(l) **Regulatory Authority:** It means any assigned government body or bodies having responsibility of aviation related matters in the area of operations.

(m) **SOP:** It means 'Standard Operating Procedure'. This is an integral part of this Agreement and shall be read along with it for smooth and uninterrupted flying operation.

(n) **Terms:** It means the period set out in Clause 4.2.

(o) **VFR:** It means 'Visual Flight Rules' as specified by the DGCA.

(p) **Watch Hours:** It means a time notified by the Airport Authority of India (AAI) from time to time regarding normal hours of operation of different airports.

2. TERM AND CONDITIONS OF AGREEMENT

2.1 The term of agreement shall be one year and shall commence from the …….. and terminate on ……. However, FIRST PARTY can terminate the contract with one month's prior notice to the SECOND PARTY.

2.2 On or before expiry of the agreed term, the parties shall, if mutually agreed upon in writing, have the option to renew the Agreement on such terms and condition that they may agree upon at the time of renewal of this Agreement. The FIRST Party, however, will give prior written notice of three months before expiry of term of this Agreement indicating its intention of such extension / renewal. Upon receipt of such notice, SECOND Party shall inform in writing to the FIRST Party of its intention of renewal of this Agreement.

2.3 SECOND Party shall provide …….. engine helicopter for a minimum period of 26 days in every calendar month. In case helicopter remains/expected to remain under maintenance for more than four days SECOND Party shall arrange replacement …….. engine helicopter at the proportionate rate of payment.

2.4 SECOND Party will be paid at the rate of Rs ……. per hour of flying of ……. helicopter for a minimum of 25 hours of flying per month. In case flying is less than 25 hours in any given calendar month SECOND Party shall be paid …… equivalent to minimum 25 hours of flying per month.

2.5 SECOND Party shall provide a security deposit of Rs. …….. through demand draft of any nationalised bank drawn in favour of Director, Directorate of Aviation, Mantralay, Raipur payable at par at Raipur. Security deposit will be refunded to SECOND Party on termination of the contract on settlement of claims.

2.6 SECOND Party shall carry out insurance of helicopter seats as per existing norms to ensure that the benefit of insurance accrues to the passengers in the event of an accident. SECOND Party will have to provide NOC for operation of crew and helicopter in the entire state.

2.7 SECOND Party shall be solely responsible to ensure maintenance of the helicopter in serviceable condition in accordance with DGCA rules and regulations. Govt. of Chhattisgarh will not have any responsibility in this regards.

2.8 Helicopter provided by the SECOND Party shall be based at Raipur/ Jagdalpur and operate under directions of Secretary (Aviation)/ Headquarters DGP Chhattisgarh/Director (Aviation) Govt. of Chhattisgarh.

2.9 State Administration will only provide security arrangements. All other expenses such as fuel, accommodation of personnel etc will have to be borne by the SECOND Party.

3. **Service**

3.1 The SECOND Party during the term of Agreement shall provide the helicopter as required by the FIRST Party and the SECOND Party shall ensure that the helicopter is available and maintained for operational use as demanded by the FIRST party through its authorised person {Director General of Police / Director (Aviation)}. Authorised person of the FIRST Party shall provide detailed information to SECOND Party about any flying program well in advance (at least the preceding day of the actual commitment) along with a manifest containing the number and names of the passengers and/or cargo weight. In addition, confirmation of security and sanitisation of helipad(s) needs to be provided. However, in case of emergency, helicopter shall be provided to the FIRST Party by the SECOND Party at shorter notice without any additional cost.

3.2 Flying program provided by the Authorized person of FIRST Party must clearly mention the co-ordinates of the destination(s), estimated time(s) of departure(s) / arrival(s) of the flight and District Authorities permission for landing of helicopter in their area of jurisdiction(s).

3.3 It shall be the responsibility of Pilot in Command to determine the acceptable number of passenger and / or load before each flight depending on prevailing/expected temperature at helipad(s), winds, size of helipad and obstructions and upon such determination: the First Party may seek variation in the proposed number of passengers and / or load to be carried by the helicopter. Due to Flight safety reasons, in this regard opinion of the Pilot in Command is final.

4. **HELECOPTER POSITIONING AND OPERATIONS**

4.1 The SECOND Party shall mobilise the helicopter at Raipur/Jagdalpur /Other Base (Chhattisgarh) on written / verbal intimation for positioning of helicopter. The period of Agreement starts the day mobilisation of helicopter completes at Raipur/Jagdalpur/Other Base.

4.2 The SECOND Party shall provide the helicopter to FIRST Party for operational use of minimum 25 hours per month from the date of start of the Agreement.

4.3 All operations and maintenance of the helicopter provided by the SECOND Party shall be in accordance with the prevailing rules and regulations of the DGCA. SECOND Party shall be solely responsible for explicit adherence to the same.

4.4 FIC / ADC and Met briefing for the flight shall be obtained by the Commander of the Helicopter of SECOND Party.

4.5 For Night flying and cloud flying, DGCA rules shall be adhered to and for which the Commander of the helicopter of the SECOND Party has the sole responsibility/authority.

4.6 The SECOND Party shall ensure that the helicopter is available for 26 days in a month and a maximum of four days may be utilised for routine maintenance. In case the helicopter is grounded/likely to be grounded for more than four days at a stretch the SECOND Party shall provide alternate helicopter. However, if the 4 days of mutually agreed grounding is not utilized by the SECOND Party, then 4 days of previous month will not be carried forward to the next month. If SECOND Party does not provide helicopter after four days of grounding of its helicopter he shall be liable to pay a penalty at the rate of …… per day for helicopter.

4.7 FIRST Party shall provide helipads of standard size to the SECOND Party for helicopter operations as per DGCA requirement of flight safety. In case of emergency helicopter may land at smaller helipads/suitable fields in keeping with requirements of operations manual of helicopter and safety of its occupants.

4.8 FIRST Party has to ensure that the helicopter landing helipads /areas are sanitized for security and helipads are watered to avoid incidents due to dust. Standard Operations Procedure (SOP) attached with this Agreement, an integral part of this Agreement shall be followed by all concerned of the FIRST Party for smooth and incident free flying. Confirmation to this effect is to be provided by the authorised person of FIRST Party to the Commander of helicopter.

5. **ADMINSITRATION**

5.1 The SECOND Party shall provide suitably qualified pilots, flight Engineers (if applicable), Engineer/AMEs and Technicians for safe

operations and maintenance of the helicopter as per DGCA Rules and Regulations.

5.2 Accommodation for Crew, maintenance personnel, local transportation and medical facility at Raipur/Jagdalpur/Other Base will be the responsibility of SECOND Party.

5.3 In case of outstation operations. i.e. away from Raipur / Jagdalpur base, it shall be forecasted 24 hours in advance. Accordingly, befitting boarding/lodging of aircrew/engineer/maintenance staff, local transport and medical shall be provided by the SECOND Party.

5.4 Complete/proper security to the helicopter, personnel, equipments, storage of fuel shall be provided by the FIRST Party at Raipur / Jagdalpur base and all place of operations.

5.5 Insurance of the helicopter, third party insurance and crew & passenger's insurance shall be ensured by the SECOND Party.

5.6 The SECOND Party shall pay for the cost of fuel, oil & lubricants for its use in helicopter. However, responsibility of security of these materials/items in transportation within Chhattisgarh and from Raipur/Jagdalpur etc to other bases and back in Chhattisgarh State shall be provided by the FIRST Party.

5.7 Positioning of fuel away from Raipur/Jagdalpur/Other Base for meeting the operational requirement and returning of empty fuel barrel up to Raipur/Jagdalpur/Other Base shall be the responsibility of FIRST Party at the cost of SECOND Party.

5.8 The SECOND Party shall utilise the helicopter for carrying out training /proficiency/maintenance checks of aircrew/helicopter at any operational airport. Prior intimation shall be given by the SECOND Party to the FIRST Party in writing for the same. Expenditure on account of flying hours consumed for such training/recency/ferry/test flight shall be in borne by SECOND Party.

6. **FINANCE**

6.1 SECOND Party will be paid at the rate of …….. per hour of flying of helicopter for a minimum of 25 hours of flying per month. In case flying is less than 25 hours in any given calendar month SECOND Party shall be paid minimum …….... equivalent to 25 hours of flying per month. Flying done beyond the committed hours will be charged at the same rate.

6.2 Mobilization Charges and the Demobilization charges (on return) of Helicopter from Raipur / Jagdalpur to destination (equal to or less than the mobilization) shall be paid by the FIRST Party.

6.3 Monthly bill of each helicopter along with copy of log book shall be submitted to the Commissioner Aviation for verification. The Director of aviation shall verify the same and forward it to Director General of Police,

Raipur for release of payment. The monthly payment will be paid to SECOND Party within 15 days of submission of the bills.

6.4 If the Helicopter is used by VVIP'S of the State Govt. and the number of flying hours are more than the minimum 25 hours per month, then the cost of actual hour of flying charges used for VVIP'S of the State Govt. shall be reimbersed by Director Aviation, Raipur.

7. MAINTENANCE OF HELICOPTER

7.1 The helicopter base shall be at Raipur / Jagdalpur. The FIRST Party shall provide secured accommodation for Helicopter. However, accommodation / storage for engineers, technicians, tools, equipments, oil/ greases and flood light for servicing etc shall be arranged by the SECOND Party for proper maintenance.

7.2 The SECOND Party shall give 5-days/10hours of flying notice to the FIRST Party for any routine/major inspection & maintenance. Break in flying days should be utilized for maintenance activities to facilitate greater availability of helicopter for Govt. tasks.

7.3 FDTL/FTL in respect of aircrew is to be adhered to in accordance to the DGCA requirements. One day in a week will be observed as a weekly off day for the aircrew. Accordingly, flying program may be adjusted by the FIRST Party.

8. NOTICE

8.1 SECOND Party can give a written notice of three months for termination of the Agreement. All dues are to be settled by each party before termination of the Agreement.

8.2 Dispute, if any is to be settled amicably or through courts at Raipur.

On behalf of SECOND Party	**On behalf of FIRST Party**	
Managing Director	(1) Commissioner	(2) Addl DG
Aviation Company	Directorate of Aviation	For DG Police
	Government of	Government of
	Chhattisgarh Raipur	Chhattisgarh Raipur

Witness

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