PAWAN HANS HELICOPTERS LIMITED
(A Govt. of India Enterprise)

TENDER DOCUMENTS

FOR

PURCHASE OF

NEW ULTRA LIGHT HELICOPTERS

BY

INTERNATIONAL COMPETITIVE BIDDING

Tender No. PHHL/CO/MKT./4817/51
PAWAN HANS HELICOPTERS LIMITED, NEW DELHI

Marketing Department
Corporate Office
C-14, Sector – 1
NOIDA (UP) -India

Telephone : 0120-2476735/2542205,
Fax : +91-0120-2476979
Tender No. : PHHL/CO/MKT./4817/51

To

________________________________________
________________________________________
________________________________________
________________________________________

INTERNATIONAL COMPETITIVE BIDDING

Dear Sirs,

Sealed Tenders under TWO BID SYSTEM are invited by Pawan Hans Helicopters Ltd. (PHHL) from Helicopter Manufacturers for purchase of brand new Two numbers 2-3 passenger seat capacity Ultra Light Helicopters for onshore operations mainly for Training purposes. The details of the tender are given below :-

1. Tender No. PHHL:CO:MKT:4817/51

2. Description Purchase of brand new Two numbers 2-3 passenger seat capacity Ultra Light Helicopters for onshore operations mainly for Training purposes.

3. Quantity 02 (Two ) numbers helicopters


5. Last date of receipt of queries For Pre-Bid Conference 28th February, 2011

6. Pre Bid Meeting 1100 hrs. (IST) on 8th March, 2011.
7. Pre Bid Conference venue  
   PHHL, Corporate Office,  
   C-14, Sector-1, Noida (U.P.), India

8. Tender Closing date and time.  
   The closing/opening date of tender shall be 21 days from the date of issue of final Pre Bid Minutes.

9. Tender Opening date and time (Unpriced Bid)  
   The closing/opening date of tender shall be 21 days from the date of issue of final Pre Bid Minutes

10. Bid Bond (Bank Guarantee)  
    Bank Guarantee of US$ 40,000/- (US Dollar forty thousand only) or Indian Rupees 18,80,000/- (Rupees eighteen lacs eighty thousand only) offered under the Tender.

11. (i) Bid Validity  
    180 days from the date of opening of Un-Priced Bid.

   (ii) Bid Bond Validity  
    240 days from the date of opening of Un-Priced Bid.

12. Correspondence Address  
    Deputy General Manager(Marketing)  
    Pawan Hans Helicopters Limited  
    Corporate Office  
    C-14, Sector – 1  
    NOIDA (UP) -India  
    Telephone No. 0120-2476735/2542205,  
    Fax +91-0120-2476979  
    Email : sanjay.kumar@pawanhans.co.in

The tender will be governed by the instructions to bidder as per Section I, and specifications of helicopters as per Section II.

'TWO BID SYSTEM' shall be followed for this Tender. Bidder should take due care to submit tenders in accordance with requirement in sealed covers.

Yours faithfully,

FOR PAWAN HANS HELICOPTERS LIMITED
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SECTION - I

GENERAL TERMS AND CONDITIONS AND INSTRUCTION TO THE BIDDERS

1. Pawan Hans proposes to purchase brand new Two numbers 2-3 passenger seat capacity Ultra Light Helicopters for onshore operations mainly for Training purposes.

The bidder is to bid for the total quantity of the helicopters mentioned in the tender and the bidder quoting the lower number of helicopters would not be considered and their bid would be rejected.

2 (a) Please go through the enclosed Bid Documents before submission of bids.

A Pre-Bid conference has been Scheduled on 8th March, 2011 at 1100 Hrs. (IST) at Pawan Hans, Corporate Office, C-14, Sector – 1, Noida – 201301, Uttar Pradesh, India. All queries of Bidders will be clarified therein and all tender terms and conditions will be frozen in the pre-bid conference. In case bidders have any queries, they may forward the same to PHHL at the given address mentioned above (incl. through email) latest by 28th February, 2011. As such Bidders are advised to submit their bids complete in all respects as per requirement of tender document clearly specifying their categorical acceptance to all the clauses of the tender document.

2 (b) BEFORE SUBMISSION OF BIDS, THE BIDDERS ARE ADVISED TO VIST PHHL WEBSITE : www.pawanhans.co.in FROM TIME TO TIME (TILL THE CLOSING OF DATE OF SUBMISSION) FOR AMENDMENTS, CLARIFICATIONS, UPDATES ETC., IF ANY, WHICH WOULD FORM PART OF THIS TENDER AND WHICH WOULD BE AVAILABLE AT OUR ABOVE WEBSITE.

3. Please ensure that all documents are submitted in English language only.

4. Please ensure that the bids are submitted under 'Two Bid System viz (a) Unpriced Bid and (b) Priced Bid in separate sealed covers.

5. Before submission, Bidders must ensure that the 'Unpriced Bid' contains the following and other requirements/documents mentioned in this tender :-

(a) Details of Company and Helicopter/s offered.
(b) Bid Bond of the requisite value and validity as per Annexure I.
(c) Parawise information/documents required under Schedule I and information/documents required under Section II.
(d) A copy of Flight Manual.

6. Please ensure that the 'Priced Bid' contains the schedule of rates as per Schedule II attached and are kept in a separate sealed envelope with proper marking at the top corner of the envelop.
7.(I) In order to select the most suitable type of helicopter the Bidders are requested to provide information as per Questionnaire at Schedule I (Unpriced Bid), Schedule II (Priced Bid) enclosed and submit the same in separate sealed covers and super-scribed:

"Unpriced Bid" - Tender No. PHHL:CO:Mkt:4817/51
"Priced Bid" - Tender No. PHHL:CO:Mkt:4817/51

Both the Priced and Unpriced bids should be put together in a third sealed cover indicating the tender reference, bidder's name and sent to:

Dy. General Manager (Mktg.)
Pawan Hans Helicopters Ltd.
Corporate Office,
C-14, Sector – I
NOIDA (UP) –India
Telephone No. 0120-2476735/2542205,
Fax +91-0120-2476979

Bids should be sent by Registered air mail, courier or hand delivered at the above address by the stipulated time and date. Pawan Hans shall not be responsible if the Bid documents are misplaced/delayed in transit and not received by the prescribed date and time.

(II) Those bidders who have downloaded the Tender Documents from our Website: www.pawanhans.nic.in, must submit the Tender Fee of US$ 2000 or Rs. 94,000/- for each Tender document by way of Demand Draft in favour of “Pawan Hans Helicopters Ltd” payable at New Delhi and must be enclosed with Unpriced Bid, failing which the Bid would be rejected summarily and no further correspondence on this would be entertained.

(III) Those Bidders who have purchased the Tender Documents from the Office of Dy Gen Manager(Marketing), Pawan Hans Helicopters Ltd., C-14, Sector-1, Noida (Uttar Pradesh), must enclose the Original Receipt of Purchase of the Tender document with Unpriced Bid, as a proof of the Purchase of the Tender Document from Pawan Hans Helicopters Ltd.

8. BID GUARANTEE

The bidders shall submit bid bond in original alongwith their Technical (Unpriced bid). The Bid bond shall be for a sum US$ 40,000/- (US Dollar forty thousand only) or Indian Rupees 18,80,000/- (Rupees eighteen lacs eighty thousand only) in the form of an irrevocable Bank Guarantee. Bid Bond bank guarantee issued by any Indian Scheduled Bank will be accepted. In case no Indian Bank is situated in the city of the bidder, then Bank Guarantee issued by a foreign bank of international repute acceptable to PHHL preferably counter guaranteed by any Indian Nationalized/Scheduled Bank, will be accepted. The Bid Bond shall be kept valid initially for a period of TWO months beyond validity period of the offer of the requirement of Two helicopters as per the Bid Bond proforma at Annexure 'I'. 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 as per the period specified above and to abide by all the conditions of Pawan Hans Helicopters Ltd's Bid package in the event of PHHL desiring to purchase the offered
helicopters. PHHL shall have an unqualified option to forfeit the bid bond amount in the event of the bidder failing to keep the tender valid up to the date specified on terms quoted in the tender.

8.1 The following conditions would also lead to the forfeiture of bid bond:

a) if the tender is withdrawn during the validity period or any extension thereof.

b) if the tender is varied or modified in a manner not acceptable to PHHL during the validity or extension of the validity duly agreed by the bidder or after issue of LOI by PHHL and prior to signing of contract.

c) if the successful bidder is seeking modifications to the agreed terms and conditions after issue of LOI.

8.2 PHHL shall, however, arrange to release the bid bond in respect of unsuccessful bidders as soon as possible after a decision is taken on the successful bidder.

8.3 Bids received without bid bonds will be rejected and not considered. The original bid bond (and not photocopies/fax copies) must be enclosed with the technical (Un-priced) bid.

8.4 As and when applicable, Purchase Preference Clause for Indian Central Public Sector Enterprise Bidder would be followed, as per guidelines of the Govt. of India.

9. Please ensure that your bid complete in all respects reaches the specified office of Pawan Hans Helicopters Ltd. at the specified address as mentioned above.

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SPECIFICATION OF ULTRA LIGHT HELICOPTERS REQUIRED

1. REQUIREMENT

Offers are invited from the helicopter manufacturers for purchase of brand new Two numbers 2-3 passenger seat capacity Ultra Light Helicopters for onshore operations. The helicopters offered should meet the following requirements :-

1.1 Specification

The helicopters offered should be in current production and should meet the requirements laid down in JAR Part 27, FAR Part 27, in section ‘G’ of British Civil Aviation Airworthiness Requirements for rotor craft operation or any certification acceptable to DGCA, India. The date of production of helicopters to be supplied to PHHL against this tender should not be more than 6 months prior to the actual delivery date.

2 CONDITIONS OF USE

2.1 The Performance required will be in relation to the international standard atmosphere plus 35 °C at Sea level with a uniform lapse rate of 1.98 °C /1000'.

2.2 Tropicalisation

The helicopter and all its systems should be fully tropicalized and optimized for prolonged operations in hot, humid and saline atmosphere conditions. All components of the helicopter, including its rotors, should satisfy specifications regarding protection against corrosion.

2.3 Onshore

The helicopters are likely to be used for onshore operations and for training purposes. It should have proven performance for such conditions.

3. PHYSICAL & GENERAL CHARACTERISTICS

3.1 Basic Design Feature

The helicopter will primarily be used for transportation of personnel, training and light cargo.
3.2 Power Plant

3.2.1 The helicopter should be powered by piston engine.

3.2.2 The helicopter should be capable of internal and external starts.

3.3 Flight Controls

3.3.1 The helicopter should be fitted with Dual flight controls.

3.4 Cockpit

3.4.1 The cockpit and the cabin should be designed for easy entry and exit for both crew and passengers without the need for any external assistance. It is also essential that the doors should be available on both sides of the cabin.

3.4.2 Cockpit vision from both pilot and co-pilot seats should be good. Each pilot should have adequate vision for safe operation in light rain at forward speeds from zero to normal cruise.

3.4.3 There should be sun visors or sun shades for the crew.

3.4.4 The cabin seats, layout and safety facilities should conform to CAA/FAA compartment design and safety provisions.

3.4.5 The internal noise and vibration levels should meet FAA/JAA/DGCA requirements.

3.5 Refueling System/Auxiliary Equipment

A single point refueling system is required. It should be possible to refuel the helicopter from ground level and from barrels.

3.6 Equipment for VFR Flights

The helicopter should have minimum equipment required for meeting VFR requirements laid down by CAA/FAA/DGCA, INDIA.

3.7 Communication System

The helicopter should be fitted with the following communication equipment (may specify brands/types), capable of sustained operations from –10°C to +50°C. Possibility of fitting customer specified systems would be desirable.

3.7.1 VHF communication sets – preferably 2

3.7.2 Intercom system.
3.8 **Avionics**

The following avionic system (may specify brands/types), capable of sustained operations upto +50°C, are to be fitted. Possibility of fitting additional customer specified system would be desirable.

3.8.1 ADF
3.8.2 VOR receiver
3.8.3 Emergency locator transmitter.
3.8.4 GPS
3.8.5 Radar altimeter
3.8.6 ELT
3.8.7 DME

Optional:
- First Aid Kit.

3.9 **Main Blade Folding System**

Preferred.

3.10 **Nose Wheel Locking / retractable undercarriage**

The wheeled helicopters may have provision for nose wheel lock – preferred.

3.11 **Rotor Brake**

A rotor brake must be fitted.

3.12 **Windscreen Wipers**

Dual wind screen wipers and washers - desirable.

3.13 **Lighting**

Complete cockpit and external lighting should be available.

3.14 **Blade Folding System**

Preferred.

3.15 **Fire, battery temp. & low RPM warning system** – desirable.

3.15.1 All components installed on the helicopter should have full TBO/SLL available in hours/calendar/cycles at the time of actual delivery.
3.16 Standard warranty in terms of operating hours, calendar period, operating cycles for all components, optional equipments and vendor items including warranty after repair/overhaul and modalities of warranty replacement/compensation with time schedule for the same are to be specified by the Bidder.

3.17 The manufacturer should give guaranteed supply of all spares and equipments including those from vendors (product support) for a period of 30 years after delivery.

3.18 First Aid Kits.

3.19 Tropicalisation

The helicopter and its components should be capable of prolonged operations in hot, humid and saline environments with minimum of corrosion.

3.20 Details about Current Service Life Limit of the Helicopter as approved by the Regulatory Authority is to be given by the Bidder in their bid (Technical Bid).

4. **OPERATIONAL CHARACTERISTICS**

The requirements are as under:

- The helicopter (without airconditioning) shall be of 2-3 passenger seat with single pilot, for onshore operations/training purposes.

  **Mission Profile**

  a) **Abinitio Training**: The helicopter will be used mainly at helicopter training school to train helicopter pilots who have no previous flying experience.

  b) **Surveillance of Pipelines**: The helicopter shall also be utilized for surveillance of oil pipelines.

  c) **Passenger Capability**: The helicopter should be able to carry 2 passengers, 85 Kg each including Baggage @ 10 Kgs. each passenger & one pilot, in a role equipped configuration in the Mission Profile specified at ISA+25C upto 150 NM at sea level with refueling facilities available at the landing location.

    - **Range**: 175 NM ISA+20 degree centigrade at sea level.

    - **Flying Experience**: 1000 hrs. flying experience on a particular/single helicopter logged on or before the date of submission of the bid.
5. **MAINTAINABILITY, RELIABILITY AND SAFETY FEATURES**

5.1 **Servicing Requirements**

5.1.1 Wherever practicable, built in test equipment (BITE) should be provided for components requiring periodic checks. This should include avionics as well as other equipments. Wherever applicable, suitable checkout points are to be provided to enable quick automatic ground check-outs.

5.1.2 Reservoirs should be provided with transparent fluid level indicators and these should be easily visible from ground level.

5.1.3 To the extent possible, all first line servicing operations should be possible without the use of maintenance stands.

5.1.4 An overall 'Maint, Target' in man hours per flying hour for flight servicing, scheduled servicing and unscheduled servicing should be specified. These targets should be capable of being demonstrated over sustained operations.

5.1.5 Panels/cutouts requiring removals during first line servicing should have quick release features.

5.1.6 It should be possible to carry out all the line maintenance under field conditions. Replacement of engine, transmission components and rotables should be simple and not upset the rigging of the helicopter.

5.1.7 It should be possible to service the helicopter by line replacement of units.

5.2 **Accessibility**

5.2.1 All components/parts requiring inspection and scheduled or unscheduled servicing should be easily accessible. It should permit easy inspections, adjustments, servicing, removal and installation of components. It is desirable that adequate natural lighting should be available for inspection. Adequate handgrips, step-ways and walkways should be provided to facilitate inspection and ground handling.

5.2.2 It is desirable the components should be so located that sequential removal of parts is not required in order to get at any of the components.

5.2.3 Wherever necessary, adequate cutouts are to be provided to ensure easy accessibility. Special attention is to be paid to the requirement for periodical check and inspection of engine compressor for FOD.

5.3 **Servicing Timings**

5.3.1 The servicing man hours for 1st and 2nd line servicing operations required per flying hour should not exceed 3.
5.3.2 It should be possible to affect an engine change under field conditions by servicing personnel in 3 hours. If necessary, facility to mount a mobile crane should be available on the helicopter itself.

5.4 Reliability

5.4.1 The helicopter and all the systems are to have a very high degree of reliability. Components/systems should have high certified SLL/TBO/MTBF under tropical environmental conditions.

5.4.2 High Despatch reliability should be assured. Data of other operators of type is to be provided.

5.5 Servicing Periodicities

5.5.1 It is desirable that the helicopter is capable of operating away from main base for a period upto one year at a utilisation rate of 1000 hours per annum with minimal use of special ground or test equipment.

5.5.2 As large a percentage as possible of components should have their overhaul life in phase with the airframe.

5.6 Safety Features

Suitable safety devices for use when the aircraft is on the ground should be provided. These should have prominent indicators.

5.7 Life of components installed

All airborne components installed on the helicopter should have full TBO/SLL available in hours/calendar/cycles at the time of actual delivery.

5.8 Warranty conditions

Standard Warranty in terms of operating hours, calendar period, operating cycles for all components, optional equipments and vendor items including warranty after repair/overhaul and modalities of warranty replacement/compensation with time schedule for the same are to be specified by the bidder.

5.9 The manufacturer should give guaranteed supply of all spares and equipment including those from vendors (product support) for a period of 30 years after delivery.

6. ASSOCIATED EQUIPMENT

6.1 Ground Support Equipment

Ground Support Equipment (Ground Equipment, Test/Servicing equipment and Tools) should be simple in design. These should be hand portable or easily manoeuvrable.
7. LOGISTIC SUPPORT

7.1 The economic life of helicopter should be at least 20 years. The manufacturers are responsible to supply the following to cover the complete "in-service" life of equipment.

7.2 Spares: the manufacturers should guarantee supply of all spares and equipment including those from vendors (product support) for a period of 30 years after delivery. The lead time for supply of spares are to be as short as possible and suitable guarantee be provided.

The Helicopter Manufacturer will provide product support for the helicopter for a minimum period of 30 years after delivery. Each of the spare parts purchased by PHHL from the Helicopter Manufacturer shall be purchased not exceeding the prices contained in the Helicopter Manufacturer’s International Price List applicable at the date of receipt by the Helicopter Manufacturer of the PHHL’s Purchase Order. The prices contained in the Helicopter Manufacturer’s Price List shall be no less favourable than those charged to other customers in similar circumstances. Any change of individual spare prices in successive issues of the Helicopter’s Civil World Price List which does not generally accord with the change in inflation shall be subject to explanation at the rest of PHHL.

This product support including warranty administration will be provided including extension of discount on purchase of spares shall be informed.

Further, all items against warranty claims would be delivered on AOG priority basis. Items on repairs under warranty will be repaired and dispatched in accordance with Standard exchange offer and shall endeavour to ensure time so taken for repair and dispatch is minimal and is in conformity to AOG norms.

List of vendors shall also be provided by the Helicopter Manufacturer in respect of vendor items.

The Helicopter Manufacturer shall also provide all help and assistance in progressive setting up of maintenance facilities & workshops for repair/overhaul of the parts at PHHL designated facilities.

7.3 Repair/Overhaul

7.3.1 The manufacturers should guarantee repairs and overhaul of rotables and major components and specific applicable warranty conditions. Turn around time for these items should be specified and guaranteed and in case of non fulfillment, liquidated damages shall be leivable.

7.3.2 The manufacturing agency would be responsible for defect investigations, repair and overhaul of aircraft & components. Certain range of repair/overhaul commitment may be undertaken by Pawan Hans, for which the technical assistance would be provided by the manufacturer.
7.4 Publications

7.4.1 Complete range of publications including those for vendors' items, all updated, should be provided free of charge throughout the life of the helicopter. Technical information or mods introduced and air-worthiness requirements applicable from time to time should be supplied for the life of the helicopter.

7.4.2 Any modifications notified by certification agencies of manufacturer’s country shall be provided to the buyer to be incorporated in the helicopter and spares delivered at no cost to the buyer up to the delivery and during the warranty period.

8. ACQUISITION AND OPERATION COST

The manufacturers should indicate in detail the following:

8.1.1 Best offer for CIP, Indira Gandhi International Airport, New Delhi cost for each helicopter equipped as specified above in US Dollars/Euros. Indian Bidders may quote in Indian Rupees if so desired by them.

8.1.2 Breakup of packing, freight to New Delhi, India, insurance coverage upto handing over the helicopter(s) to PHHL, re-assembly and acceptance test to be given in US Dollars/Euros. Indian Bidders may give in Indian Rupees if so desired by them.

8.1.3 Tools, rotables and spares, Ground Support equipment recommended list for single/Two helicopters based on an average utilisation rate of 1000 hours per annum per helicopter for initial period of two years and cost thereof (single base/each to ensure 98% reliability and availability) in US$/Euros. Indian Bidders may quote in Indian Rupees if so desired by them.

8.1.4 Cost of training, if any, of air & ground crew on type for the fleet of Two helicopters.

8.1.5 Selected Bidders may opt for Advance payment (interest free) upto 10% of contract value against equivalent amount of Bank Guarantee as per Format at Annexure-II. Balance payment will be under Letter of Credit upon dispatch/delivery of each helicopter and inventory in India as per provisions of the Contract.

9.2 Maintenance Cost of helicopter

Hourly maintenance cost (to be submitted with Price Bid) in US$/Euros (Indian Bidder may give in Indian Rupees if so desired by them) indicating separately detail estimates for the fully equipped helicopter covering Life Cycle Cost based on certified TBOs over 15 years @ 1000 hrs per annum (as per Annexure- BB) as under:

9.2.1 Line maintenance (excluding Labour)

(a) Spares and consumables.

9.2.2 Repair and overhaul of components, rotables and optional equipment specified
9.2.3 Engine maintenance (spares)

9.2.4 Overhaul cost for engines/Airframe.

9.3 Product Support

9.3.1 Service limited life/TBOs/mean time between failure of all major assemblies and optional equipment as specified and the cost thereof.

9.3.2 Whether the manufacturers are willing to provide comprehensive power by hour on the engines and dynamic components and the cost thereof.

9.3.3 Whether standard exchange scheme for major components exists with the manufacturers and cost thereof for major assemblies.

9.3.4 The additional cost if any for supply of publications and incorporating amendments during the life of the helicopter.

9.3.5 The Bidder shall maintain insurance coverage of its products so that any potential Product Liability claim may be made by PHHL or its authorized representatives.

9.3.6 The manufacturers should provide offers with an validity period for requirement of Two helicopters for a period of 180 days, both for supply of helicopters and other equipment. They need to indicate the pricing formula for subsequent years and indicate indices in respect of spares and repair/overhaul charges for future. Manufacturers may also indicate the outer limit of increase in price escalation for spares and repair/overhaul charges on an annual basis.

9.3.7 Manufacturer should provide list of vendors upon award of contract.

9.3.8 The helicopter are likely to be used for Abinitio Training, surveillance of pipelines, onshore operations. It should proven performance for such conditions.

- The helicopter should be fitted with dual flight controls.
- The helicopter should be powered by piston engine.
- The internal noise and vibration level should meet FAA/JAA/DGCA requirements.
- The performance required will be from –10 degree C to + 50 degree C at sea level with a uniform lapse rate of 1.98 degree C / 1000’.
- Helicopters offered should in current production and should meet the requirements laid down in Section ‘G’ of British Civil Aviation Airworthiness Requirements for Rotor Craft Operations or FAR Part 27 or any other certification acceptable to DGCA, India.
- The date of production of helicopters to be supplied to PHHL should not be more than 6 months prior to the actual delivery date.
The helicopter should have minimum equipment required for meeting VFR requirements laid down by JAR/CAA/FAA/DGCA, India at the time of delivery.

All components installed on the helicopter should have full TBO/SLL available in hours/calendar/cycles at the time of actual delivery.

Standard Warranty in terms of operating hours, calendar period, operating cycles for all components, optional equipments and vendor items including warranty after repair/overhaul and modalities of warranty replacement/compensation with time schedule for the same are to be specified by the bidder.

The manufacturer should give guaranteed supply of all spares and equipment including those from vendors (product support) for a period of 30 years after delivery.

10. PERFORMANCE GUARANTEE

The Seller, after award of Letter of Intent, shall give Performance Guarantee that the helicopter shall always be in accordance with type certificate/Certificate of Conformity issued by the Civil Aviation Authority and as per the specification in the tender (Format – Annexure-III) equivalent to 10% of the contract value issued by any Indian Scheduled Bank or a first class International Bank. In the event the Seller fails to fulfill the obligations of minimum acceptable performance level of any of the parameter/specifications in the tender offer, warranty and other conditions, the Buyer (Pawan Hans) after giving opportunity within 30 days for carrying out the guaranteed performance checks and rectify and remove the deficiencies and defects at Seller’s cost, shall have option to encash the Performance Guarantee. The Buyer shall also have option to terminate the contract if still the minimum acceptable performance is not met.

11. INSURANCE COVERAGE

The Seller shall obtain at its cost insurance coverage of an offer deductible value of 110% of the total contract value from leading international insurance company through transportation phase and upto date of delivery to Delhi Airport, New Delhi.

12. TRAINING

As part of technical assistance the Seller shall provide training of pilots & engineers of the Buyer (Pawan Hans), details of the same should be provided with the Unpriced Bid.

13. POSSIBLE RELAXATION

If it becomes clear that a reasonable relaxation of any feature of the requirements or other terms might lead to major reduction of the cost, complexity or delivery time schedule without seriously affecting the operational effectiveness of the helicopter, necessary concessions would be considered by PHHL.

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SECTION-III

ANNEXURES & SCHEDULES
To be submitted with 'Unpriced Bid'

Schedule - I

PAWAN HANS HELICOPTERS LIMITED
(A Govt. of India Enterprise)

QUESTIONNAIRE : ULTRA LIGHT HELICOPTERS – PHHL:CO:MKT:4817/51

(Please respond to every item. Attach additional sheets, if required.)

1. Name of the Company : 

2. a) Type of Helicopter Offered : 
   (Details including leading particulars & specification summary including engines)

   b) **Indicate whether helicopters (Please mention number) are offered under Option Clause or not. (Please refer Para 1 of Section I – General Terms & Conditions.**

3. Estimated economic life :

4. Seating Capacity :
   - Normal :
   - High Density :

5. Type Certified with Date :
   CAA/FAA/DGAC or other accepted by DGCA, India.

6. VFR Certification :

7. Number of Helicopters :
   - Type in operation worldwide :
   - Sold in last three year :
   - Type in operation in India :

8. Number of Operators operating the type and total fleet hours logged.

9. Fatal accidents during last five year and reason thereof :

10. Latest technology features incorporated on type (Details) :
11. Delivery Schedule after placement of firm order:

12. Special features for Operation in tropical environment (hot, humid and saline):

13. Power Plant
   - Type
   - Main design features
   - Date of Certification:
   - Total hours logged:
   - Life of Engine:
   - Engine Air Particle Separator built in or optional equipment:
   - Limits on internal Starts - if any (please quantify):
   - Limitations between consecutive starts:

14. Cockpit/Cabin
   - Features for Entry/Exit:
   - Time required for conversion
     - Passenger to cargo
     - Cargo to passenger
     - Passenger to Casualty evacuation (installation of stretcher):
   - Vision from Pilot/Co-pilot seats for varied roles at various speeds:
   - Cockpit seats
   - Availability of sunshades/sunvisors:
   - Type of wind shield panels & wipers
. Cabin seats layout, safety features & crash worthiness:

. Noise levels:
  . Internal-During Transition/at cruise speed:
  . External:
  . On Ground:
  . In hover:
  . Cruise at 500 feet climb:

. Vibration level:
  . At crew seat-During transition/at cruise speed:
  . At pax seat-During transition/at cruise speed:

15. Refuelling:
  . Number of refuelling points:
  . Provision of auxiliary tanks:

16. VFR equipment available-List:

17. Type of Communication facilities available:
  . VHF Communication:
  . Intercom:

18. Avionics and type:
  . ADF:
  . VOR receiver:
  . GPS:
  . DME:
22.

ELT

Radio Altimeter

Is Options available for customer specified avionics and details thereof

Temp. limitations for sustained operations of avionics.

Electronic Flight Instrumentation System/Integrated flight Instrument Display System (IIDS) Std/Optional (Details of system)

LCD Cockpit Display

19. Warning systems - Fire, battery temp. & RPM

20. Electrical System Redundancy

21. Blade Folding Facility

22. Hydraulic System

23. Cargo Sling Capacity

24. Rotor brake type and time to stop rotors.

25. Wind limitation for starting and stopping rotors

26. Lighting
   . Internal
   . External
   . Swivel

27. Provision for carriage of stretchers & medical attendant

28. Max. All Up Weight (Kg.)
   • Internal Cargo capacity
   • Underslung cargo capacity
29. Mission Profile capability:

i) The helicopter equipped as specified at paras 62 and 63(a)-Schedule II should be able to capable of the following:-

The helicopter should be able to carry 2 passengers, 85 Kg each including Baggage @ 10 Kgs. each passenger & one pilot, in a role equipped configuration in the Mission Profile specified at ISA+25C upto 150 NM at sea level with refueling facilities available at the landing location.

- Pax/Payload outbound ------
- Pax/Payload inbound --------
- Cruise Speed ---------------

Notes:

1. All operations under ISA+25°C OAT

2. Ferry Range with VFR Reserves as stated

   . On Internal fuel (n.m.) :
   . With Auxiliary tanks (n.m.):

30. Weight of Helicopter

   . AUW (kgs.) :
   - Basic Empty Weight (kgs.):

   . Equipped as at :
     . Para 62 :
     . Para 62& 63(a) :
     - Para 62& 63(b) :
     - Weight of individual items Listed at Paras 62,63(a) & 63(b):

31. Hover ceiling at maximum all up weight under ISA+25°C OAT

   . IGE :
   . OGE :

(Please provide graphs and calculations for questions at srl. 33 & 35)
32. Availability of BITE for
   . Avionics/Auto Pilot/instruments/other system :

33. Ability to check reservoir levels visually from ground :

34. Overall 'Maint. Target' in man hrs.
   . Flt. servicing (Daily Inspection and Turn Around Servicing) :
   . Scheduled servicing (Give details) :
   . Engine, Gear Box & Rotor blades replacement :
   . Downtime for various inspections upto 1000 hrs. :
   . Downtime for major inspection & overhaul beyond 1000 hrs. :

35. Availability of quick release features on maintenance panels for inspection :

36. Level of maintenance possible under field conditions, specialised equipment and man hours required :
   . Engine change :
   . Transmission change :
   . Rotor blade change :

37. List of components, change of which requires rigging check :

38. Requirement of additional lighting for undertaking maintenance during normal day light conditions :

39. Ease of inspection of engine :
compressor for FOD.

40. List of 'on condition', SLL and other lifed components as broadly covered in separate proforma to be called as Appendix 'A' (to be provided by the Bidder with the Unpriced Bid).

41. Highest inspection which can be carried out in field without hangar facility.

42. Despatch Reliability Data from two major operators of type with sustained utilisation rate during the last three year.

43. Manpower required for ground handling.

44. Initial warranties:

- Engine

- Major transmission components in terms of flying hours and calendar basis.

- Time schedule and modality of supplying replacements/compensation for items failed under warranty.

45. Is Manufacturer willing to undertake overhaul/repair of components.

46. Warranties on overhaul and repair of components:

- Engine

- Major transmission components in terms of flying hours and calendar basis.
- Time schedule and modality of supplying replacements/compensation for items failed under warranty

47. For 'on condition'/Repairable/Rotables items:

- MTBR/MTBF of each component:

- Time schedule and modality of supplying replacements/compensation for items failed under warranty

48. For 'On condition'/Repairable/Rotables items will repair be on:

- Fixed quotation basis:

- Survey basis:

49. Guarantees for supply of spares (both manufacturer & vendor):

- Number of years after purchase covering the entire useful life of the helicopters:

- Extended period with advance notice:

50. Indicate:

- Time for supply of AOG items (not exceeding 48 hours) and guarantees for the same. Liquidated damages for any delays will be levied:

- Time for supply of rush and routine spares:

- Turn around time for repair of major rotables and guarantees for the same and liquidated damages in case of non-obligation:

- Normal useful life of the helicopters in terms of calendar years and flying hours and guarantee for the same.
51. **Product Support:**

- Free Technical/Engineer assistance, in man months, after delivery of helicopters.
- Facilities already existing in India for product support.
- Technical assistance to PHHL for setting-up facilities.
- Availability of 'power by the hour' scheme and components covered.
- List of vendors with addresses to be provided.

52. **Worldwide Price List:**

- Would it be supplied on annual basis on free of cost basis.
- Would it cover the vendor items also.
- Average % increase in spares prices during each previous 3 years.

53. **Would standard exchange scheme be available for components. If so, components covered under the scheme.**

54. **Are the publications and documents as per ATA code.**

55. **General Guarantees by supplier with respect to**

   (a) Helicopter to be delivered as per approved specifications

   (b) Performance guarantee @ 10% of the contract value with respect to actual achievement of laid down
minimum specifications as also to cover the warranty conditions.

(c) Delivery of helicopters by the specified dates. Liquidated damages as mentioned in Section IV to be levied for delays.

56. Confirmation that the deal for purchase of helicopters and inventory items as proposed will be direct between PHHL and the manufacturer and no individual/ firm/agency is involved directly or Indirectly for payment of any fee, commission or otherwise in India or outside India.

57. The date of production of the helicopters along with other equipments fitted with therein to be supplied to PHL should not be more than six Months prior to the actual date of delivery.

Signature_____________________

Designation_____________________

Date :

Place :
PAWAN HANS HELICOPTERS LIMITED
(A Govt. of India Enterprise)

PRICING FOR REQUIREMENT OF TWO NOS. ULTRA LIGHT HELICOPTERS
TENDER NO: PHHL:CO:MKT:4817/51

In US Dollars/Euros/INR

62. Best Price offer CIP Delhi Airport, New Delhi : item-wise cost of each Brand New helicopter with equipment as follows

i) Common to all roles

. VFR Flight instrument : 
. Twin windshield wipers : 
. Rotor Brake : 
. Dual Controls : 
. Communications (may specify brands/types)
  . VHF sets - 2 : 
  . Intercom : 
  . Head Sets : 
. Avionics : 
  . ADF : 
  . VOR/Receiver : 
  . ELT : 
  . ULB :
- DME :
- Radio altimeter :
- Cockpit Voice Recorder with rpm encoder :
- Flight Data Recorder :
- GPS :
- Transponder :
- Heating :
- Wind shield wipers :

63. CIP Delhi Airport, New Delhi
cost of following optional equipment :

a) High Altitude Role
   - High Skid gear - optional :

b) Miscellaneous
   - Cargo Hook with net :
   - Winch/ Rescue Hoist :
   - Auxiliary tanks :
   - Weather Radar :
   - IN-GPS :
   - DME :
   - Environmental control unit (Heater+Defogger) :

64. Breakdown cost per helicopter
for :
   - Packing, freight (by air),
     insurance, re-assembly and acceptance test (in India) :
65. Recommended Ground Support Equipment, tools and test equipment and cost:

   . Single helicopter base
   . Two helicopter base

66. The capital cost of recommended level of rotables (item-wise) for annual utilization of 1000 hrs./helicopter for Two helicopters for a period of 2 years/2000 hrs. flying per helicopter, whichever is earlier.

67. Estimated cost of recommended initial spares/consumables/Ground Support equipment package for 1000 hrs. per annum/helicopter for Two helicopters for a period of 2 years/2000 hrs. flying per helicopter, whichever is earlier.

68. Training cost, if any, and level of training for fleet of Two helicopters:

   . Pilots
   . Engineers (with disciplines)

69. Hourly Helicopter Maintenance – Life Cycle Cost over 15 years @ 1000 hrs per annum as per Annexure-BB to be submitted with Price Bid.

70. Publications:

   . Cost, if any.
   . Update service and costs.

71. Product Support:

   . Component-wise cost of power by the hour, if available.
   . Cost of technical assistance to PHHL, if any, for setting up of limited technical facilities.
72. **Indicate whether helicopters (Please mention : number) are offered under Option Clause or not. (Please refer Para 1 of Section I – General Terms & Conditions.**

73. **Validity/terms**

Offers should be valid upto 180 days both for supply of two helicopters and other equipment. The pricing formula should indicate indices in respect of spares and repair/overhaul charges for future years. **The outer limit for price escalation for spares/repair/overhaul charges on an annual basis should also be indicated.**

Signature________________________

Designation_____________________

Date :

Place :
SECTION – IV

BID REJECTION and BID EVALUATION CRITERIA

The Bid Rejection and Bid Evaluation Criteria for purchase of TWO numbers ULTRA LIGHT HELICOPTERS are given hereunder :-

(A). BID REJECTION CRITERIA

The following vital Tender conditions should be strictly complied with in all respects and confirmed by the Bidder, failing which the Bid will be rejected prior to the commencement of Evaluation of Technical Bid :

i) Compliance to the No. of seats, AUW, minimum flying experience of 1000 hrs. on a particular/single helicopter and Mission Profile with the Bidder submitting relevant details.

ii) Offers submitted without Bid Bond/Bank Guarantee or Bid Bond/Bank Guarantee offered but with lesser amount and/or lower validity period shall be rejected.

iii) The bidder is to bid for the total quantity of the helicopters mentioned in the tender and the bidder quoting the lower number of helicopters would not be considered and their bid would be rejected.

iv) Bid should be complete covering total scope of the tender and should conform to the technical specifications indicated in the Tender Document duly supported with Technical Catalogues / Literature, wherever required.

v) Proof of sale/issue of the bid document to be provided with the Bid.

vi) Bids should be submitted in Two Bid System in two separate sealed envelopes. The Techno Commercial Bid contain all details but with the price column of the price bid format blanked out. The Price bid shall contain only the prices duly filled in as per the Price Bid format. Technical Bid containing prices shall be rejected outright. Similarly, where only Technical Bid is submitted without Price Bid on the specified date of tender submission, the Bid shall be rejected.

vii) Bids are invited only from the manufacturers, therefore, bids submitted by the Agents/subletting Agent will be summarily rejected.

viii) Bids for old helicopters, if offered would be summarily rejected.

ix) Bids received late after the scheduled date and time at the location indicated in the tender.
B) **BID EVALUATION CRITERIA AFTER STAGE (A) ABOVE OF MEETING VITAL TENDER CONDITIONS**

1. **Parameters for Operational Evaluation**

   - The parameters which will be considered for Operational Evaluation of Tender would be Mission Profile, AUW, consumption of fuel at cruise speed, cruising speed, normal range with and without auxiliary tank, VFR reserves, onshore operation experience of the helicopter offered with flying hours of the lead/single helicopter.

2. **Parameters for Technical Evaluation**

   - State of art technology : Helicopters models offered built on latest technology should be given preference.
   - Certified Time between overhaul (TBO) of major components.
   - MTBF of major components.
   - Type of engines fitted (modular or otherwise).
   - Maintenance requirements as per the laid down inspections plans, special inspections, if any, and time required for each inspection.
   - Maintenance man-hours per flight hour.
   - Examination of the Warranty conditions as compared to the tender requirements.
   - Past technical performance data of the helicopter, if available from the manufacturer/other sources.
   - Time required for replacement of major components in the field.
   - Whether the helicopter is meeting the current regulatory authority in respect of different components installed.

   - Specific equipment for Mission requirement are installed.

   - Time Period for supply of spares on AOG basis as compared to Tender requirements.

   - The Technical Evaluation would consider lumpsum provision at 10% of the quoted price (with Indian taxes) for the helicopter offered by each bidder in the tender towards spares/rotables, GSE, basic maintenance facilities, spare engine etc. Bidders will quote only for the machine cost with optional equipment as per the specified Price Bid proforma.
- Current Service Life Limit of the Helicopter as approved by the Regulation Authority.

- In case the Bidder(s) offers helicopters which are already available in the fleet of Pawan Hans, then in that case appropriate weightage would be given to those bidder(s) towards savings in the cost of transition from the acquisition cost of helicopters.

3. Parameters for Financial Evaluation (After opening of the Price Bids)

- The bid currency would be in US Dollars or Euros. Indian Bidders may quote in Indian Rupees, if they so desire. While evaluating the bids, the closing T.T. selling market rate of exchange declared by the Vijaya Bank, India on the day the price bid opening will be taken into account for conversion of foreign exchange into Indian Rupees. In case of Indian bidders, VAT/Sales Tax as applicable will be added to the quoted price.

- The acquisition cost of the helicopter and inventory: - Lumpsum provision towards cost of basic maintenance facilities, tools, spare-engine, spares etc. are considered at 10% of the quoted price of helicopter (with Indian taxes) while working out the acquisition cost.

- In case the Bidder(s) offers helicopters which are already available in the fleet of Pawan Hans, then in that case appropriate weightage would be given to those bidder(s) towards savings in the cost of transition from the acquisition cost of helicopters.

- As and when applicable, Purchase Preference Clause for Indian Central Public Sector Undertaking Bidder would be followed, as per guidelines of the Govt. of India.

As per DPE guidelines vide OM No.DPE/13(3)/2000-Fin. Dated 08.11.2000 comparison of bids is done after evaluation of the bids and therefore the valid Bid Price (L1) referred in the DPE circular is to be construed as Evaluated price and not Quoted price of the Helicopter. The Evaluated price for this purpose will be considered as (a) seat cost per nautical mile and (b) internal rate of return.

- The financial evaluation will be based on annual utilization of 1000 hours per helicopter over a period of 15 years on constant cost and revenue basis.

- The Hourly Life Cycle Maintenance Cost analysis comprising of airframe maintenance and aero engine restoration cost (without labour portion) based on certified TBOs and annual utilization of 1000 hours over 15 years period as submitted by the bidder will be considered for technical evaluation.

- In case the certified Service Life Limit of the helicopter is less than 15 years (period considered for evaluation), quoted price (with Indian Taxes) alongwith lumpsum provision at 10% of such price towards spares etc. will be considered in Financial evaluation for the initial period equivalent to the Certified Service Life
and thereafter, its replacement at the quoted price (with Indian Taxes) with lumpsum provision at 10% for the balance period upto 15 years and its estimated residual value at the end of such period.

3.1 The Financial evaluation criteria will comprise of:

a) **Seat cost per nautical mile**: It would take into consideration all major parameters such as cost of the machine, lumpsum provision towards inventory, basic maintenance facilities etc. @10% and Hourly life cycle maintenance cost as submitted by the Bidder and other operating cost, cruise speed and the passenger/load carrying capacity of the helicopter under the Mission Profile.

b) **Internal Rate of Return (IRR)** – as per the requirements of Ministry of Finance.

3.2 **Weightage for the Bidder’s helicopter will be given as under**:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Seat cost per nautical mile</td>
<td>25%</td>
</tr>
<tr>
<td>b) IRR</td>
<td>70%</td>
</tr>
<tr>
<td>c) Non financial parameters</td>
<td>05%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

For the purposes of allocating the weightages to the various bids/type of helicopters, the following procedure will be adopted:

a) **Seat cost per nautical mile**

The bidders/type of helicopters offered will be ranked based on their respective seat cost per nautical mile, the lowest L1 will be granted the maximum 25% weightage, L2 and so on will be given lower marks/percentage weightage in proportion to their seat cost per nautical mile in relation to L1.

b) **Internal Rate of Return (IRR)**

a. The bidders/type of helicopters offered will be ranked based on their respective IRR, the highest H1 will be granted the maximum 65% weightage, H2 and so on will be given next lower percentage weightage in proportion to their IRR in relation to H1.

b. Bidders/type of helicopters offered, which have IRR at 12% or above (requirement of Ministry of Finance) will be granted 5% extra weight age uniformly.
c) **Non financial parameters : Max.5%**

i) Early delivery schedule for all Helicopters :

   a) Less than six months of advance payment : 3%
   b) Six to 12 months of advance payment : 1%
   c) Above 12 months : NIL

ii) Better warranty conditions compared to tender : 1%

iii) Better period of supply of spares on AOG basis compared to tender : 1%

The Bidder will be ranked on the basis of the aggregate weightage as achieved based on Para 3.2 (a), (b) & (c) above for final selection.
SECTION-V

TENDER NO: PHHL:CO:MKT:4817/51

STANDARD TERMS & CONDITIONS (NOT ALL INCLUSIVE) TO BE INCLUDED IN THE DRAFT CONTRACT

1. **Warranty**

1.1 Helicopters purchased by the Buyer (Pawan Hans Helicopter Ltd.) under this Agreement that are manufactured by Seller (manufacturer offering helicopters under this tender) shall be covered by the commercial warranty for material and workmanship. New helicopters Basic Warranty is for minimum of 2 years or 1000 hours basis. Spare Parts Warranty is for minimum 1 year or 1000 hours.

1.2 The said period of warranty shall commence on the date of issuance of Certificate of Final Acceptance by buyer for the Helicopter(s). The warranty shall be either to repair or replacement with atleast similar balance performance period/hours.

1.3 Helicopter components and Supplemental Equipment purchased by Buyer under this Agreement that are not manufactured by the Seller or its affiliates are covered by the respective manufacturers’ warranties.

1.4 All items against warranty claims inclusive of repair should be delivered on AOG priority basis and for entire transportation cost, the Seller shall be responsible.

2. **Liquidated Damages for late delivery**

2.1 In the event of any delay in delivery of Helicopters and Inventory, installation, operation of the helicopters and its parts, which is not caused by Force Majeure, as defined below, as a result of the actions or inactions of Bidder, Bidder shall pay liquidated damages (and not by way of penalty to PHHL equal to 0.25% of the price of the delayed Helicopter(s), supplemental equipment, spare parts/inventory items for each week or part thereof of delay subject to a maximum of 5% of the Contract Price (final price agreed for helicopters under this tender), and such amount shall be remitted to PHHL in India.

Delay in actual dispatch of helicopter(s) and spares as evidenced by the dates of the AWB shall be computed.

2.2 If Bidder shall be unable to perform its obligations under this Agreement because of the intervention of a Force Majeure, which includes any event the happening or pernicious result of which could not have been prevented even though a person against whom it happened or was threatened to happen were to take such appropriate care as might be expected from it in his position and situation e.g. war, acts of Government, natural catastrophe etc., Bidder shall notify PHHL in writing of the interention of a Force Majeure within Fifteen (15) days from the date the Force Majeure has begun, and shall use its best efforts to avoid or remove the cause of such Force Majeure and to minimize its effects, and shall not be deemed to have breached this Agreement or owe any penalty under Clause above because of delays in performance caused thereby. In the event a Force Majeure causes partial delay, Bidder shall continue performance of the remaining obligations hereunder, to the extent possible, and shall resume performance of the interrupted obligations promptly upon removal of the Force Majeure. If Bidder fails to
notify PHHL as mentioned here above within the above mentioned period, Bidder shall have no right to request any extension of time under the Agreement.

2.3 If there is a delay of more than six (6) months in delivery due to Force Majeure, then either party may, by written notice, terminate this Agreement. In the event of such termination, the provisions of termination clause, given below pertaining to the obligations of the parties following termination shall apply.

3. **Termination**

3.1 Except as provided otherwise in other clauses of this Agreement, this agreement may be terminated by either party immediately in the event that the other party breaches any of the terms of this Agreement and such breach is not remedied within a period of fifteen (15) days after written notification thereof to the party alleged to be in breach.

3.2 In the even of termination of this Agreement by Buyer for default of Seller or Seller’s subcontractor:-

3.2.1 Buyer’s sole liability shall be to pay Seller for all items accepted in accordance with this Agreement at the prices set forth in this Agreement and to return and re-convey to Seller any items for which title and risk of loss has not passed to Buyer at the Seller's expense.

3.2.2 Apart from any other compensation which may be due to Buyer under the terms and conditions of this Agreement, Seller's sole liability shall be for return of any payments received on undelivered or rejected Helicopters, or services.

4. **Product liability**

Seller maintains insurance coverage on its products. Any potential products liability claim may be brought against Seller in accordance with the laws of the applicable venue.

5. **Liability**

It is expressly understood and agreed by and between the parties that PHHL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities or obligations hereunder. It is expressly understood and agreed that PHHL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of contract law. The Bidder expressly acknowledges and understands that PHHL is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the Bidder expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.
6. **Agents**

As this transaction is directly between PHHL and the Bidder, it is agreed that no fees benefit or commissions in any form directly or indirectly are payable to any person, agent, firm or Company by either party whether within or outside India.

7. **Settlement of Dispute**

If any dispute shall arise, both parties undertake to comply with this Agreement in good faith and to amicably consult for settlement. If the dispute can not be settled by the parties within 60 days from the date of consultation, such dispute shall be submitted to arbitration in India for appointment of 3 Arbitrators in accordance with the Arbitration and Conciliation Law of India. Each party shall appoint its arbitrator and bear the expenses of its own Arbitrator. The said two arbitrators shall appoint the third arbitrator and shall bear the expenses of the third arbitrator (failing which the appropriate Court will appoint third Arbitrator) and the fees for the arbitration procedures shall be borne equally by both parties.

The decision of the Arbitrators shall be made in writing in the English language and it shall be final and binding upon both parties. If either parties does not comply with the arbitrators decision under this clause, both parties agree that said decision shall be submitted to the Civil Court of India for enforcement. Arbitration proceedings shall be conducted in the English language in New Delhi, India.

8. The Buyer (Pawan Hans Helicopters Ltd.) may at its sole discretion scrap the tender, reject offers, decide tender in favour of any party irrespective of lowest Bid and may withdraw tender at any time without assigning any reason whatsoever. The Buyer at its sole discretion shall have the right to negotiate with the party (ies).

9. **Taxes, duties, special documents and licenses**

Any taxes, duties, fees, interest, penalties and/or charges levied on the helicopter(s) to be purchased by the buyer hereunder, and/or on the devices provided by the Seller, by any authority outside India shall be borne by the Seller. All taxes, duties, fees, interest, penalties and/or charges levied by an Indian Authority shall be borne by the Buyer.

Buyer, as the importer to India of the helicopter(s) to be purchased under this agreement shall be responsible for taking all necessary steps and proceedings for its exemptions from any custom duties, value added tax, income tax and municipal tax in India in connection with the import of such helicopter(s). Should an exemption not be granted to the Buyer, all such custom duties, value added tax, income tax and municipality tax in India are for the the Buyer’s account. Seller shall assist the Buyer by supplying all relevant documents and details needed to obtain such duty and tax exemption within the time requested by the Buyer.

Seller shall bear all costs incurred in obtaining any Licences required by the concerned authorities of the country of manufacture for the helicopter(s), and purchased by buyer under this Agreement.
10. **Validity/terms**

Offers should be valid up to 180 days both for supply of helicopters and other equipment. The pricing formula should indicate indices in respect of spares and repair/overhaul charges for future years. The outer limit for price escalation for spares/repair/overhaul charges on an annual basis should also be indicated.

11. **Assignment**

Neither PARTY shall be entitled, without the prior written consent of the other PARTY assign or transfer to a third party all or part of the benefits of obligations of this Contract.

****
ANNEXURE : 'I'

PROFORMA OF BANK GUARANTEE FOR BID BOND

Ref : Bank Guarantee No.________________

Date : _____________________________

PAWAN HANS HELICOPTERS LIMITED
Corporate Office
C-14, Sector – 1
NOIDA (UP) -India

Dear Sirs,

1. Whereas Pawan Hans Helicopters Limited (PHHL) a Company established under the Companies Act 1956, having its registered office at Safdarjung Airport, New Delhi (hereinafter called "PHHL" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No.PHHL/CO/Mkt/4817/51 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, executors 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 Bank Guarantee of US$ 40,000/- (US Dollar forty thousand only) or Indian Rupees 18,80,000/- (Rupees eighteen lacs eighty thousand only) 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 PHHL, especially the conditions that tenderer shall keep his tender open for requirement of Two helicopters upto ------------ or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to PHHL. The tenderer has absolutely and unconditionally accepted these conditions. Pawan Hans Helicopters Ltd. 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 PHHL for the period for the requirement of Two Ultra Light helicopters upto ----------- ----- 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, PHHL 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 & executors) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of Bank Guarantee of US$ 40,000/- (US Dollar forty thousand only) or Indian Rupees 18,80,000/- (Rupees eighteen lacs eighty thousand only) 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 PHHL on the Bank shall be conclusive and binding notwithstanding any difference between PHHL 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 PHHL 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 PHHL 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 PHHL 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 PHHL 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 PHHL or that of the tenderer. We also undertake not to revoke in any case this guarantee during its currency.

5. The Bank agrees with PHHL that PHHL 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 PHHL or any by reason of any such variation or extension for the validity period indulgence shown by PHHL 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 anything contained here in above our liability under this guarantee is limited to Bank Guarantee of US$ 40,000/- (US Dollar forty thousand only) or Indian Rupees 18,80,000/- (Rupees eighteen lacs eighty thousand only) in aggregate and it shall remain in full force and including two months for the requirement of Two helicoptersupto ---------------------- 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 two months 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 two months after the expiry of extended period. Any claim under this Guarantee must be
received by us before the expiry of two months or before the expiry of two months after the expiry of extended period, if any. If no such claim has been received by us within two months after the said date/extended date, the rights of PHHL under this Guarantee will cease subject to para 7. However, if such a claim has been received by us within and up to two months after the said date/extended date, all right of PHHL 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 have exclusive jurisdiction.

In witness where of the Bank, through its authorized officer has set its hand and stamp on this ______ day of ____________ 2010 at ________________.

Signature

(FULL NAME IN CAPITAL LETTER)

WITNESS NO.1

Signature

(full name and address in Capital letters) Designation with Bank

Stamp

WITNESS NO.2

Signature

(Full name and address in capital Letters) Attorney as per power

No.______________________________

Date____________________________
Draft format of Bank Guarantee towards Advance Payment

On Rs. 100/- non-judicial stamp paper

Bank Guarantee No.__________
Dated ________________

To
Pawan Hans Helicopters Limited
Corporate Office
C-14, Sector – 1
NOIDA (UP) - India

Dear Sir,

Whereas Pawan Hans Helicopters Limited having its head office at Safdarjung Airport, New Delhi, India (hereinafter referred to as PHHL which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns), has floated Tender No._____ dated_____ and M/s._____________ have submitted a quotation reference No._________ and as a Bidder having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee of Rs.______(Rupees______________ only) for____________ for the due performance of Bidders obligations as contained in the terms of Tender and other terms and conditions contained in the Tender Documents supplied by PAWAN HANS HELICOPTERS LIMITED especially the conditions that (a) Bidder shall keep his tender open up to_______as or any extension thereof and shall not withdraw/ or modify it in a manner not acceptable to Pawan Hans Helicopters Limited (b) The Bidder will execute the contract, it awarded, and shall furnish Performance Guarantee in the format prescribed by Pawan Hans Helicopters Limited within the required time. The Bidder has absolutely and unconditionally accepted these conditions. Pawan Hans Helicopters Limited and the Bidder have agreed that the tender documents are an offer made on the required time. The Bidder has absolutely and unconditionally accepted these conditions. Pawan Hans Helicopters Limited and the Bidder have agreed that the tender documents are an offer made on the required time. The Bidder has absolutely and unconditionally accepted these conditions. Pawan Hans Helicopters Limited and the Bidder have agreed that the tender documents are an offer made on the required time. The Bidder has absolutely and unconditionally accepted these conditions. Pawan Hans Helicopters Limited and the Bidder have agreed that the tender documents are 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 Pawan Hans Helicopters Limited for the period from_______to_______ 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 the Invitation of Tender/Documents. They have further agreed that the contract consisting of the Invitation of Tender Documents. They have further agreed that the contract consisting of the Invitation of Tender/Documents as the offer and the submission of the tender as the ACCEPTANCE shall be a separate contact distinct from the contract which will come into existence when
the tender if finally accepted by Pawan Hans Helicopters Limited. The consideration for the separate initial contract preceding the main contract is that Pawan Hans Helicopters Limited is not agreeable to give the Tender Documents to the Bidder and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition and after entering into this separate initial contract with Pawan Hans Helicopters Limited promises to consider the tender on this condition and Bidder agrees to keep the tender open for the required period. The reciprocal promises form the consideration for this separate initial contract between the parties.

Therefore, we_______________________(Bank)   office at__________________ registered under the laws of Companies Act, 1956, having head/registered office at__________(hereinafter referred to as the_____(Bank) which expression shall unless repugnant to the context r meaning thereof, include all its successors, administrator and executors hereby issue this irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of Rs._____________(Rupees______________) at any time immediately on such demand without any demur, reservation, recourse, context or protest and / or without any reference to the Bidder and any such demand made by Pawan Hans Helicopters Limited on the Bank shall be conclusive and binding notwithstanding any difference between Pawan Hans Helicopters Limited and the Bidder and any disputer 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 Pawan Hans Helicopters Limited in writing. This guarantee shall not be determined /discharged / affected by the liquidation winding up dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

The Bank also undertakes that Pawan Hans Helicopters Limited as its option shall be entitled to enforce this guarantee against the Bankers a principal debtor in the first instance, without proceeding against the Bidder.

The Bank further agree that as between the Bank and Pawan Hans Helicopters Limited for the purpose of this guarantee any notice for the breach of the conditions contained in the Invitation of tender and other terms and conditions contained in the Tender documents as referred above, given to the Bank by Pawan Hans Helicopters Limited 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 Pawan Hans Helicopters Limited or that of the Bidder. We also undertake not to revoke in any case this guarantee during its currency.

The Bank agrees with Pawan Hans Helicopters Limited that Pawan Hans Helicopters Limited 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 for any forbearance, act of omission and commission on the part of Pawan Hans Helicopters Limited or by reason of any such variation of extension for the validity period or
indulgence shown by Pawan Hans Helicopters Limited to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the affect of so relieving us.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs._______(Rupees______________) in aggregate and it shall remain in full force upto and including two months after_____ unless extended further from time to time for the period as may be instructed in writing by Bidder M/s.____________________on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including two months after the expiry of extended period.

Any claim under this Guarantee must be received by us before the expiry of two months from______or before the expiry of two months after the expiry of extended period, if any, if no such claim has been received by us within two months after the said date / extended date, the rights of Pawan Hans Helicopters Limited under this guarantee will cease subject to para 7. However, if such a claim has been received by us within and upto two months after the said date / extended dater, all rights of Pawan Hans Helicopters Limited under this guarantee shall be valid and shall not cease until we have satisfied that claim.

In case contract is awarded to the Bidder (hereinafter referred to as Bidder) the validity of the Bank Guarantee will stand automatically extended until the Bidder furnishes to Pawan Hans Helicopters Limited a Bank Guarantee or performance security for ____% of contract value towards performance guarantee for satisfactory performance of the contract. In case failure / refusal to accept / execute the contract or failure to furnish performance security or performance bank guarantee in the format prescribed by Pawan Hans Helicopters Limited by required date the claim must be submitted to us within 60 days after the last date of validity period or extended period, if no such claim has been received by us within 60 days as after the said date / extended date, all the rights of Pawan Hans Helicopters Limited under the Guarantee will cease. However, if such a claim has been received by us within and upto 60 days after the said date / extended, all the rights of Pawan Hans Helicopters Limited under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank confirm that this has been issued with the approval of appropriate Exchange Control Authority in India as applicable and any other (indicate the name of the country of issue of Guarantee) authority if required a per the laws of the country of issue of Guarantee.

We also agree with this 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 form where tenders have been invited shall have exclusive jurisdiction.

Not withstanding anything contained herein above:
1. Our liability under this Bank Guarantee shall not exceed Rs._________ (Rupees_________).

2. This Bank Guarantee shall be valid upto_________  

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us written claim or demand on or before_________.  

In witness whereof the Bank, through its authorized officers has set its hand and stamp on this________________at_____________.

Signature of authorized officers of the Bank

Name & designation of the Officer

Seal, Name & address of the Bank and  
Address of the Branch
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

The non-judicial stamp paper of Rs. 100/- should be in the name of issuing bank.

Ref.No. Bank Guarantee No.________

Dated _____________

To

Pawan Hans Helicopters Limited
Corporate Office
C-14, Sector – 1
NOIDA (UP) -India

Dear Sir,

1. In consideration of Pawan Hans Helicopters Ltd having its head office at Safdarjung Airport, New Delhi, India (hereinafter referred to as PHHL 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________(hereinafter called the Contract which expression shall include all the amendments thereto) with M/s.____________________ having its head/Registered office at_________________ (hereinafter referred to as the Contractor / 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 PHHL having agreed that the Bidder shall furnish to PHHL performance guarantee for the faithful performance of the entire contract to the extent of _____% of the value of the Contract Rs.____________we__________(name of the Bank)_________having its registered office at__________ (hereinafter referred to as ‘the bank’ which expression shall unless repugnant to the context or meaning thereof include all it successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on first demand in writing in Rs._________(Rs. in words______________________) in aggregate at any time without any demur, reservation or recourse, context or protest and/or without any reference to the Contractor. Any such demand made by PHHL on the Bank shall be conclusive and binding notwithstanding any differences between PHHL and Contractor 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 PHHL in writing.
2. PHHL shall have the fullest liberty, without effecting in any way the liability or the Bank under this Guarantee from time to time, to extend the time for performance of the contract by the Bidder/Contractor or vary the terms of the Contract. PHHL 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/Contractor 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 PHHL and the Bidder/Contractor or any other course or remedy or security available to PHHL. The bank shall not be released of its obligation under these presents by any exercise by PHHL 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 PHHL or any other indulgence shown by PHHL 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 _______year it shall extend the Bank Guarantee for another period for upto _____year on written instructions from PHHL.

3. The bank also agrees that PHHL 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/Contractor and notwithstanding any security or other guarantee that PHHL may have in relation to the Bidder/Contractor’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/complete delivery of services as the same is a condition of contract for services and all the dues of PHHL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till PHHL discharges this guarantee in writing.

5. We further agree that as between us and PHHL for the purpose of this guarantee any notice given to us by PHHL that the money is payable by the Bidder/Contractor and any amount claimed in such notice by PHHL shall be conclusive and binding on us notwithstanding any difference between PHHL and the Bidder/Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected or discharged by any change in our constitution and the constitution of PHHL or that of the bidder/contractor. 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/contractor and shall remain valid binding and operative against the Bank.

6. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between PHHL and the bidder/contractor shall in any way release us from any liability under this guarantee and we hereby notice any such change addition or modification.
7. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs._____(Rupees________) 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 PHHL up to period of____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. I ano such claims have been received by us within 60 days after the said/extended date, right of PHHL 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 PHHL shall not cease until we have satisfied that claim.

8. Notwithstanding anything contained herein:

   i) Our liability under this BG shall not exceed Rs. _______ (Rupees____)
   ii) This Bank Guarantee shall be valid upto ______
   iii) We are liable to pay the guaranteed amount or any part thereof under this BG only and if you serve upon us a written claim or demand on or before____.

In witness whereof the Bank through its authorized officers has set its hand and stamp on this___________at_____________

Signature of authorized officers of the Bank

Name & designation of the Officer
Seal, Name & address of the Bank and
Address of the Branch
**********End of the Tender document **********