



*Tender Document for Chartering of Helicopters -  
XLI Indian Scientific Expedition to Antarctica*

**NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH**

(Ministry of Earth Sciences, Govt. of India)

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**GLOBAL TENDER ENQUIRY**

**CHARTERING OF 01 NO. (ONE) HELICOPTER (BELL407 OR AEROSPATIAL / SQUIRREL OR EQUIVALENT) FOR AVIATION SUPPORT DURING THE INDIAN SCIENTIFIC EXPEDITION TO ANTARCTICA.**

**NCPOR/14(108)/21**

Director, National Centre for Polar & Ocean Research (NCPOR), an Autonomous Institute under the Ministry of Earth Sciences (MoES), Government of India, invites sealed tender under "Two-Bid System (Cover 1 – Technical Bid and Cover 2 – Financial Bid) for chartering 01 No. (One) Helicopter (Bell 407 or AS 350 or Squirrel or equivalent) along with well experienced crew for a period of 100 +/- 30 days between December 2021 and April 2022 to provide Aviation support to the XLI- Indian Scientific Expedition to Antarctica (ISEA) team at Antarctica during the forthcoming Antarctic Summer Season, 2021-22 with charterers options for extension of charter at same rate, terms and condition for four subsequent seasons being 2022-23, 2023-24, 2024-25 and 2025-26 depending upon the requirement and performance.

The interested bidders may download the tender document from [www.ncpor.res.in](http://www.ncpor.res.in).

The last date of submission of complete bid is Tuesday, 17 August 2021/ 10:00 Hrs IST.

**Group Director (Antarctic Operations & Infrastructure)  
National Centre for Polar & Ocean Research**



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## **1. NOTICE INVITING TENDER (NIT)**

National Centre for Polar & Ocean Research (NCPOR), an Autonomous Institute under the Ministry of Earth Sciences Government of India, invites Global Sealed tender under “Two Bid System” for chartering of one Helicopter in the prescribed bid form enclosed herewith. The details of the tender are given below: -

<b>1.1.</b>	Tender No.	NCPOR/14(108)/21	
<b>1.2.</b>	Description	Chartering of 01 No. (One) Bell 407 or AS 350 or Squirrel or equivalent Helicopter for Aviation support during the Indian Scientific Expedition to Antarctica.	
<b>1.3.</b>	Contract Period	Tentatively between December 2021 to April 2022. Exact period shall be intimated on finalization of tender.	
<b>1.4.</b>	Last date and time for submitting tender	Tuesday, 17 August 2021/10:00 Hr (IST).	
<b>1.5.</b>	Opening date and time of tender	a) Un-priced Technical Bid  b) Price bid opening (for Technically qualified Bidders)	Tuesday, 17 August 2021/14:00 Hr (IST)  Within two week from the date of opening of Technical Bids. Shall be informed later.
<b>1.6.</b>	<b>Bid Bond</b>	<b>INR 5.0 Lakh OR US \$7000.00</b> , , should be submitted in the form of bank guarantee only as per <b>“PROFORMA OF BANK GUARANTEE TOWARDS BID-BOND 10”</b>	
<b>1.7.</b>	<b>Bid validity</b>	90 days from the date of opening of Cover 1-Technical bid	
<b>1.8.</b>	<b>Bid Bond validity</b>	90 days from the date of opening of Cover 1-Technical bid plus 60 days	



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1.9.	Delivery cum Performance Bank Guarantee	<p>a. Amount-5% of contract value of one-time charter season (2021-2022).</p> <p>b. The contract value for the purpose of performance bank guarantee shall be taken as 50% of Mob/Demob for Cape Town, South Africa + 50% of Mob/Demob for Mormugao, Goa, India + Day hire charges x 100 days+ Hourly charges x 75 flying hours.</p> <p>c. Validity-60 days beyond time charter period tentatively as 30 June 2022.</p> <p>d. If charterers exercise the options for extension for second/third/fourth/fifth season being 2022-23 and 2023-24, 2024-25, and 2025-26 the company shall extend the validity of Performance Bank Guarantee for the succeeding seasons or shall submit a fresh performance bank guarantee 15 days before the expiry of the performance bank guarantee of the concluding season.</p>
1.10.	Contract Value	Contract value of one expedition (For season 2021-22 the contract value to be taken as 50% of Mob/Demob for Cape Town, South Africa + 50% of Mob/Demob for Mormugao, Goa, India + Day hire charges x 100 days+ Hourly charges x 75 flying hours)
1.11.	Port of Mobilsation- Demobilsation 2020-21	Cape Town, South Africa or Mormugao, Goa, India.
1.12.	Correspondence Address	<b>Group Director (Antarctic Operations &amp; Infrastructure) National Centre for Polar &amp; Ocean Research (NCPOR) Ministry of Earth Sciences, Govt. of India (MoES) Headland Sada, Vasco-da-Gama, Goa - 403 804. (India) <a href="mailto:enquiry.logistics@ncpor.res.in">enquiry.logistics@ncpor.res.in</a></b>

**The tender will be governed as per the enclosed instruction to bidders.**

Bidders are advised to submit the bid complete in all respects as per requirement of tender document clearly specifying their acceptance to all the clauses of bid evaluation criteria, terms & conditions and compliance to the technical specification, mandatory requirement etc; for helicopter offered by them. A draft Model charter party giving details of terms and conditions are appended as Annexure -XI.

**Group Director (Antarctic Operations & Infrastructure)  
National Centre for Polar & Ocean Research**



## **2. SCOPE OF WORK (Type of Operations)**

The Indian Scientific Expeditions to Antarctica are being launched every year and the forthcoming XLI Expedition is scheduled in the month of December 2021. The Helicopter support is required for all the logistic operations during the period to comply with the tasks assigned to the team. The support will have to be in the form of providing one suitable Helicopter for Season 2021-22 and for four subsequent seasons 2022-23, 2023-24, 2024-25 and 2025-26 depending upon the requirement at same rate, terms & conditions along with well experienced Crew for flying and maintenance and also to have all the accessories/ spares for the satisfactory performance of the Helicopter.

The Helicopter will be used for transporting the Expedition team members, scientific equipment and the stores meant for Expedition activities from the Expedition vessel in Antarctic waters to shore station in East Antarctica. The Helicopter will also be used for setting up / winding of the field camps inside the Continent within the flying range from ship or by creating mid-way fuel dump within the continent for field operations, if necessary.

For field operations, the helicopter should be suitably equipped and the crew capable of flying in demanding Antarctic conditions, meaning thereby, over the sea as well as land and also to make landings and takeoff over moving/ stationary vessel and also in the rugged mountainous terrain, soft snow and hard blue ice ranging from sea level up to 3000 meters in elevation.

- 2.1. Helicopter should be able to carry underslung loads from ship to station, station to field camps and vice-versa.
- 2.2. While operating the helicopter in Antarctic waters, the helideck on board the Expedition vessel will be used for parking the helicopter and/or at the shore station in East Antarctica if necessary. Proper Helipads with anchoring points will be made available at the shore station with due precautions for safety of man and machine.
- 2.3. The Helicopter will have to operate from the Helideck of 16 x 16 m on-board the Expedition vessel and as well as from the helipads available at Indian Research station in East Antarctica.



- 2.4. Helicopter is also required to Camp in the Mountains, if such an operational necessity arises to comply with the scientific tasks, which will be decided by the Expedition Team Leader.
- 2.5. The helicopter must be capable and the crew willing to take independent sorties and not insisting on simultaneous operation with other Helicopters, in case of need and as per operational requirements of the expedition.
- 2.6. The Helicopter engines shall be switched-off if the halt at a place is anticipated for more than 10minutes.
- 2.7. If necessary, two round trips from vessel to Indian Research Station and back by Helicopter is allowed to Service Provider to shift the essential spares, maintenance tools etc., for which the flying charges will be on charterers account. If more than two trips are required to transport the helicopter related materials, the flying hours /period utilized for such operations will be on owners account.
- 2.8. The chartered expedition vessel is expected to have a hangar (approx. 14m x 10m x 5.8 m) and helideck (approx. 16 m x 16 m) with maximum take off and landing weight of 11,000 kg. The storage of Helicopters during the voyage will be in the hangar and/or one of the holds of the Expedition vessel. The essential gadgets to lower the Helicopters in to the hold and to bring them up as and when needed will have to be provided by the Owners of the Helicopters.
- 2.9. The Helicopter operations shall be essentially from Shore Station in East Antarctica during the periods when the Expedition vessel is deployed for Scientific Research, away from Indian Research Station.

### **3. TYPE OF HELICOPTER, CREW AND EQUIPMENT**

#### **3.1. TYPE AND NUMBER OF HELICOPTERS:**

One Helicopter for season 2021-22 and up to four more subsequent seasons being 2022-23, 2023-24, 2024-25 and 2025-26 with minimum specifications and performance given as under:

One number Bell407 or AS 350 or Squirrel or equivalent in respect of range, endurance, seating capacity (1+5), speed, fuel consumption, take-off weight, payload, underslung load carrying capacity etc. & certified for civil aviation usages.



The offer Helicopter should have minimum range of 200 km in case of AS 350 or Equivalent machine. Range of 200 km means that the helicopter with load (Passengers and/ or cargo) should be able to fly at least 200km on its integral fuel tank without using any auxiliary tank or refueling midway.

Should the charter require second helicopter the company shall provide second helicopter (similar or equivalent) at an added cost at same rates, terms and conditions as that of the first helicopter which includes mob/demob, flying hours.

### **3.2. EXPERIENCED CREW**

Bidder shall provide licensed, qualified and experienced Pilots and engineers for helicopter for the duration of charter period.

The expected crew for the helicopter is as follows:

Two Pilots holding valid flying license & necessary certificates from concerned Civil Aviation Authority with endorsement to fly the Helicopter type being offered and one engineer preferably holding valid flying license & necessary certificates from concerned Civil Aviation Authority with endorsement to fly the Helicopter type being offered.

The Crew should have following experience-

- 3.2.1. Pilot - Minimum of 1000 hours of Helicopter flying experience out of which 500 hours as the Pilot in command.
- 3.2.2. Must have 100 hours of flying experience in Antarctica/Arctic.
- 3.2.3. Must have 50 hours of flying experience with underslung loads.
- 3.2.4. The Aircraft maintenance Engineer must have maintenance experience of Helicopters offered.

3.3. Helicopter shall use Aviation Turbine Fuel (Jet A 1) available in Epoxycoated Barrels/Bulk tanks onboard vessel/ station site in East Antarctica.

3.4. Any other additives required along with fuel should be catered by the Owners.



### **3.5. SAFETY EQUIPMENT:**

Each Helicopter should be equipped with all the necessary gadgets for safe flying operations in Antarctica, such as navigational and communication equipment, life saving appliances, underslung lifting equipment, nets, hooks and Emergency Flotation Gear (EFG) etc as per the list at Annexure II, Compliance statement **Error! Reference source not found.** Item 8.11.

## **4. TERMS OF CHARTER AND OPERATIONS**

### **4.1. CHARTER PERIOD:**

The charter period of the Helicopters will be for a period of 100 plus or minus 30 days, from date of delivery of helicopter on-board expedition vessel. The exact period of charter will be confirmed in due course of time, which shall be between December 2021 to April 2022 and the expected total flying hours for the Helicopter will be about 100 plus hours. The payment will be limited to actual flying hours with a minimum guarantee of 75 flying hours.

The Charterers will have the discretion to enter into a contract for one season being 2021-22 (for XLI-ISEA) and/or for four **more** successive seasons being 2022-23, 2023-24, 2024-25 and 2025-26 against this tender on the same rates, terms and conditions on satisfactory performance of each preceding season as evaluated by NCPOR. In the event of the agreement being extended with mutual consent for second and / or third successive seasons being 2022-23, 2023-24, 2024-25 and 2025-26 respectively the bidder should extend the validity of Security/Delivery cum Performance Bank Guarantee for the next season or submit a fresh before the expiry of the earlier submitted Performance Bank Guarantee.

### **4.2. CHARTER PERIOD deferment due to Corona Virus pandemic:**

In view of the uncertainties due to Corona Pandemic, if the requirements of XLI ISEA (season 2021-22) being curtailed there is a possibility of helicopter not being chartered for the current season which shall be notified at least 60 days prior to the date of mobilization. In such a scenario the beginning of the contract will be from Season 2022-23 with three more successive seasons being 2023-24, 2024-25 and 2025-26 subject to satisfactory performance in each preceding season. That being the case the performance bank guarantee if so desired by the owners can be returned and resubmitted by 15<sup>th</sup> June 2022 else the chartered party agreement will be



considered void.

#### **4.3. MOBILISATION AND DE-MOBILISATION:**

The mobilisation and de-mobilisation of the Helicopters depending on the suitability could be to and from

- Cape Town, South Africa.
- Mormugao, Goa, India

***For the season 2021-22, the port of Mobilization & De-Mobilization is likely to be Cape Town, South Africa. However, the bidders should also quote the Mob/De-Mob charges for other ports as described in the document.***

#### **4.4. DELIVERY/RE-DELIVERY**

Delivery of the Helicopter in Airworthy condition shall be as per the laycan period of the Expedition vessel at Cape Town, South Africa i.e between 15<sup>th</sup> to 20<sup>th</sup> December 2021, which shall be intimated by the Charterers at least 30 days in advance.

#### **4.5. DOWNTIME:**

The allowable Down Time for maintenance only if required shall be limited to 2 days per month or pro-rata basis during currency of flying operations in Antarctica. In the event of owner's failure to provide Helicopter for operations beyond the specified time (allowed down time), Charterers shall not pay the charter hire charges (day rate) for such period.

#### **4.6. LIQUIDATED DAMAGES:**

- 4.6.1. Subject to fair weather conditions, in case of need if the Helicopter crew is not able to perform underslung flying operations in any sortie as and when proposed by the Expedition Leader, flying hour charges for the compensatory duration of sortie will be deducted from their invoiced amount for all such sorties.
- 4.6.2. If the Helicopter crew is not able to perform underslung flying operations for transportation of Expedition material to our satisfaction during the period of contract, 10% of the total contract value shall be deducted from their invoiced amount and such a situation shall tantamount to unsatisfactory performance.

#### **4.7. FORCE MAJEURE**

- 4.7.1. If a helicopter becomes unserviceable for any reason reasonably beyond its control, the bidder/company/contractor will endeavor to substitute another



aircraft or aircraft type.

4.7.2. The bidder/company/contractor will advise and consult with the Leader of the Expedition or his designated member where the bidder/company/contractor is unable to perform or complete any flight or service or meet any of its obligations under this Agreement for any reason reasonably beyond its control such as Storm Damage.

4.7.3. If the bidder/company/contractor is unable to perform or complete any flight or service or meet any of its obligations under this Agreement for any such force majeure reason reasonably beyond its control it will be under no obligation or liability to the CHARTERER in respect of that failure.

**4.8. ACCOMMODATION AND VICTUALLING OF THE CREW:**

The accommodation and victualling will be borne by the Charterers from the period from embarkation to disembarkation on to the Expedition vessel and for their period of stay at Indian Research Station, East Antarctica/field camp.

4.8.1. Accommodation for helicopter crew on-board the Expedition vessel will be provided on twin/tri -sharing basis similar and comparable to other expedition members.

4.8.2. Summer camp accommodation with the existing facilities as provided to the Expedition members shall be extended to the Helicopter crew while at Indian Research station during the period the Helicopter are parked at the Research Base in East Antarctica.

**4.9. COMMUNICATION FACILITY:**

Crew will have the access to communication facilities available on-board the Expedition vessel and at Indian Research Station in East Antarctica. However, the expenses towards usage time of these facilities will have to be borne by the owners as per actual.

**4.10. FUEL:**

The Charterers shall provide Aviation Turbine Fuel (Jet A1) for Helicopter operations. The bidders should bring all the necessary lubes, filters, portable battery-operated fuel pump, fuel testing kit etc. to utilize the fuel in epicoated barrels and bulk fuel tanks.



**4.11. STORAGE OF HELICOPTER**

The chartered expedition vessel has a hangar (14m x 10m x 5.8 m) and helideck (16 m x 16 m) with maximum take-off and landing weight of 11,000 kg. The storage of Helicopters during the voyage will be in the hangar and/or one of the holds of the Expedition vessel. The essential gadgets to lower the Helicopters into the hold and to bring them up as and when needed will have to be provided by the owners of the Helicopters.

**4.12. CURRENCY OF THE BID:**

The Indian Bidder should quote in Indian Rupees only. The foreign bidder may quote in internationally tradable currency. The quoted foreign currency should be indicated on the quoted price bid format. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.

**4.13. RATE OF EXCHANGE:**

The bills selling rate of internationally tradable currency as declared by State Bank of India on the date of opening of price bids shall be applied for conversion of foreign currency into Indian Rupees for the purpose of price bid Evaluation/Comparison.

**4.14. BANK GUARANTEE (EMD/PBG):**

Bidder should be submitting bid bond in the form of bank guarantee, as per *PROFORMA OF BANK GUARANTEE TOWARDS BID-BOND* Section 10 of tender document. Successful bidder has to submit performance bank guarantee of amount- 5 % of contract value of one expedition Contract value to be taken as 50% of Mob/Demob for Cape Town, South Africa + 50% of Mob/Demob for Mormugao, Goa, India + Day hire charges x 100 days+ Hourly charges x 75 flying hours) as per 11 at Section-11 of tender document. In the event of the agreement being extended with mutual consent for second and/or third and/or fourth and/or fifth successive seasons being 2022-23 and/or 2023-24 and/or 2024-25 and/or 2025-26 respectively the bidder should extend the validity of Security/Delivery cum Performance Bank Guarantee for the next season or submit a fresh before the expiry of the earlier submitted Performance Bank Guarantee.



**4.15. INSURANCE COVER:**

The owners of the Helicopters will have to provide comprehensive insurance, covering all usual risks including Charterers personnel (liability of INR 65.0 lakhs or US\$ 85,000.00 per person) and the equipment (liability of INR 65.0 lakhs or US\$ 85,000.00 per consignment), while on-board the Helicopters or pursuant to an accident/damage/disaster because of Helicopter operations.

**4.16. PAYMENT TERMS:**

- 4.16.1. Mobilization/ Demobilization charges: Mobilization charges (50% of Mob/Demob depending on the port of mobilization whether Cape Town/ Mormugao) shall be paid upon delivery of helicopter onboard Expedition vessel to Charterers within 15 days of submission of invoice and demobilization charges (50% of Mob/Demob depending on the port of demobilization whether Cape Town/ Mormugao) shall be paid upon re-delivery to Owners within 15 days of submission of invoice.
- 4.16.2. Should the difference between the date of dispatch of helicopter by Air/Sea route and the date of delivery exceed 15 days upon request from the owner mobilisation charges (50% of mob/demob) can be paid upon submission of invoice along with copy of Airway Bill / Bill of Lading proving the dispatch of helicopter for the port of mobilization against additional Bank Guarantee equivalent to mobilisation cost. In case if the helicopter is not delivered in airworthy conditions along with crew and spares onboard expedition vessel at port of mobilisation within laycan period, the company shall return the mobilisation charges within 15 days else BG shall be forfeited.
- 4.16.3. The day-hire charges shall be payable each month in advance on submission of invoice.
- 4.16.4. The flying hourly charges shall be payable at the end of each month on receipt of log entries endorsed by the Expedition Leader/Departmental Representative.

**5. QUALIFICATION CRITERIA (BIDDERS EVALUATION CRITERIA)**

**5.1. ELIGIBLE BIDDERS:**

The bidders should be the owners of the Helicopters or their authorized agents/firms. In case of bidding by authorized agents, the authorization letter or MOU between the agent and the owner's should be enclosed along with the offer



(enclosed with Cover1-Technical Bid).

**5.2. ESSENTIAL SPECIFICATION OF HELICOPTER**

One number Bell 407 or Aerospatiale AS 350 or Squirrel or equivalent

- Range, 200 Km
- Endurance, 3 hrs
- Seating capacity: (1+5),
- Speed: Max 120kn
- take-off weight, 2200 kg -2600kg
- underslung load carrying capacity: 700 kgs or more

**5.3. VALID CERTIFICATES:**

The owners should possess and carry all the necessary and essential certificates, issued from concerned Civil Aviation Authority pertaining to Helicopter operation and the Crew during the charter period.

**5.4. CREW PILOTS AND ENGINEER**

Two Pilot and One Engineer qualification and experience as per clause 3.2.

**6. INSTRUCTIONS TO BIDDERS**

6.1. Kindly go through the enclosed NIT, Scope of operation, terms of operations, Qualification criteria and Bid documents before submission of bids.

6.2. Ensure that all documents including the supporting technical literature of the Helicopter offered are submitted in English language.

6.3. Ensure that the bids are submitted under the “Two Bid System” failing which offer will be rejected.

6.4. Ensure that the “Technical Bid” Cover-1 contains the following:

- 6.4.1. Details of the Helicopter
- 6.4.2. Tender Acceptance Form as per Annexure I duly endorsed and accepted
- 6.4.3. Compliance Statement duly endorsed and accepted as per Section Annexure-II
- 6.4.4. Bid Bond of requisite value and validity as per Annexure IV.
- 6.4.5. The format (Annexure-VI) in which the financial bid has been submitted without indicating the prices.

6.5. Ensure that the “Financial Bid” Cover -2 contains the price format as per 13



Annexure VII.

- 6.6. Non-furnishing of the required information by any bidder will result in rejection of the bid.
- 6.7. Ensure that your bid reaches NCPOR, Goa by hand or by post before last date and time mentioned at NOTICE INVITING TENDER (NIT) NOTICE INVITING TENDER (NIT)- clause 1.4. for submission of bid. The bids received after the closing date and time of the tender will not be considered. In an unforeseen event of delivery of Bid being impeded/obstructed/hindered because of travel restrictions/postal delays due to pandemic the Bidder must ensure delivery of the technical bid only (Documents referred to under Cover-1) over email to [enquiry.logistics@ncpor.res.in](mailto:enquiry.logistics@ncpor.res.in) (ENQUIRY.LOGISTICS@NCPOR.RES.IN) along with bank conformation (SWIFT code/ Bank transfer etc.) as proof of Bid Bond and proof of dispatch (copy of airway bill/ dispatch docket etc.) of full bid including Technical and Financial dated at least 07 days prior to closing date of the tender; failing which the bid shall be deemed as received late and rejected.
- 6.8. Ensure that each page of the tender document are signed by the Bidder in acceptance and returned in original to this office along with the technical bid.
- 6.9. NCPOR will not be responsible for loss of Tender Document or for the delay in postal transit.
- 6.10. The complete bid including the prices must be written by the bidders in Ink. Bids and/or prices written in pencil will be rejected.
- 6.11. All the bid documents should be annexed in sequential order as per tender and numbered by the bidder.
- 6.12. After opening of cover 2- "Financial Bid" any correspondence of successful bidder will become a part of final charter party agreement.
- 6.13. Currency of quote (Indian Rupees for Indian Bidders OR in case of foreign bidders any internationally tradable currency) should be indicated on the quoted price bid format (Annexure-VI) else the quotation will be rejected. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.
- 6.14. Central Govt. Departments and Public Sector Undertakings are exempted from furnishing of Bid Bond. Any policy decision of the Government of India as



regards the price preference for Public Sector Undertakings which may come into force during and until the period of finalization will be applicable.

- 6.15. Bid Bond shall be forfeited by the Bidder in the following events: -
  - 6.15.1. If the tender is withdrawn during the validity period or any extension thereof.
  - 6.15.2. If the tender is altered or modified in a manner not acceptable to NCPOR during the validity period or any extension of the validity duly agreed by the Bidder or after issue of Letter of Intent (LOI) by the NCPOR.
  - 6.15.3. If a bidder whose tender has been accepted fails to furnish Security Deposit/Delivery cum Performance Bank Guarantee within 15 days before the expiry of Bank Guarantee period for Bid bond.
- 6.16. Bid Bond of unsuccessful bidders will be returned after finalization of the tender. Bid Bond of successful bidder will be returned on receipt of Security Deposit/Delivery cum Performance Bond.
- 6.17. NCPOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
- 6.18. Tender document is available for download at the website <http://ncpor.res.in>.
- 6.19. Any clarification required by the Bidder can be sought through email ([enquiry.logistics@ncpor.res.in](mailto:enquiry.logistics@ncpor.res.in)) 10 days before the due date of submission of bids.
- 6.20. In case certain clarifications are sought by NCPOR after opening of tenders, the reply of the bidder should be restricted only to the clarifications sought.
- 6.21. Charter Party Agreement will be entered with the successful bidder on finalization of the offer, covering the terms and conditions enumerated above in Scope of work, specification, terms of charter and operation, qualifying criteria etc.
- 6.22. Offers to be submitted to this Centre under sealed cover super scribed "**OFFERS FOR BELL 407 OR AS 350 OR EQUIVALENT HELICOPTER FOR THE XLI-INDIAN SCIENTIFIC EXPEDITION TO ANTARCTICA**" containing **technical as well as financial bids** in two separate envelopes, super scribed as "**TECHNICAL**" OR "**FINANCIAL**" not later than date and time as mentioned at NIT clause 1.4 on the address 1.12.



**ANNEXURE-I**

**7. TENDER ACCEPTANCE FORM**

To:

**THE NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH  
Headland Sada, Goa-403 804, India**

- Having examined the Tender Document dated \_\_\_\_\_ all the Sections/Annexure for the performance of the Services tendered for, we, the undersigned, hereby offer to perform the Services in conformity with all the Conditions set out in the TenderDocument.
- We agree to abide by this Tender for a period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted by you at any time before the expiration of thatperiod.
- We understand that NCPOR is not bound to accept the lowest or any Tender received.

Signature .....

Name .....

For and on behalf of

.....  
.....  
.....

Duly authorized to sign Tenders for and on behalf of the bidder

.....

Date:.....



**ANNEXURE-II**

**8. COMPLIANCE STATEMENT**

The bids of the bidder which do not fulfill any of the following criteria shall be rejected:

<b>S. No.</b>	<b>Condition</b>	<b>Complied (Yes/ No)</b>	<b>Remarks, if any</b>
<b>8.1.</b>	Submission of bids in "Two Bid System".		
<b>8.2.</b>	Submission of Bid Bond along with Technical Bid.		
<b>8.3.</b>	Unconditional validity of bid for 90 days from the closing date of the tender.		
<b>8.4.</b>	Acceptance of liquidated damage clause.		
<b>8.5.</b>	Acceptance of submission of Security/Delivery cum Performance Bank Guarantee for execution of contract for a sum equivalent to 5 % of contract value for one Expedition, in case of award of contract to the bidder.		
<b>8.6.</b>	Acceptance for delivery of the Helicopter in Airworthy condition as per the laycan period of the Expedition vessel at Cape Town, South Africa i.e between 15 <sup>th</sup> to 20 <sup>th</sup> December 2021, which shall be intimated by the Charterers at least 30 days in advance.		
<b>8.7.</b>	Acceptance for extending Security/Delivery cum Performance Bank Guarantee or submit a fresh before the expiry of the earlier in the event of the agreement being extended with mutual consent for second and/or third and/or fourth and/or fifth successive seasons being 2022-23 and/or 2023-24 and/or 2024-25 and/or 2025-26 respectively.		
<b>8.8.</b>	Offer should be duly signed by the bidder/ authorized representative on each page.		
<b>8.9.</b>	The bidders should furnish the documents establishing their eligibility as well as their acceptance to render the services on the terms and conditions mentioned in the Tender Documents.		



<b>S. No.</b>	<b>Condition</b>	<b>Complied (Yes/ No)</b>	<b>Remarks, if any</b>
<b>8.10.</b>	The details of the pilots as per required flying experience as per clause 3.2 and 5.4 of Tender document shall be submitted along with the offer and proof of the same shall be enclosed with offer.		
<b>8.11.</b>	Helicopter shall be fitted with the following equipments (i) Emergency Flotation Equipment/Gear. (ii) Crew Survival Packs. (iii) Underslung Lifting Equipment including 25 mtr long sling(s), four Nets, hooks, sufficient D-shackles etc. (iv) Emergency Locator Beacons (v) Automatic Direction Finder (ADF) (vi) Radar Altimeter. (vii) HF Radio. (viii) VHF Aeronautical Radios (ix) Marine VHF Communications. (x) Global Positioning System. (xi) Auxiliary Fuel Filter. (xii) Locker Mounted Portable Battery-operated Refueling Pump.		
<b>8.12.</b>	The owners of the Helicopters will have to provide comprehensive insurance, covering all usual risks including Charterers personnel as per clause 4.15 page number 10. <b>INSURANCE COVER:</b>		
<b>8.13.</b>	Should the charter require second helicopter the company shall provide second helicopter (similar or equivalent) at an added cost at same rates, terms and conditions as that of the first helicopter which includes mob/demob, flying hours.		
<b>8.14.</b>	Duly signed (each page) integrity pact		

**(Bidders Signature & the Seal of the Company /Agency)**



**ANNEXURE-III**

**(To be submitted with Cover 1- Technical Bid)**

**9. BIDDERS DETAILS AND TECHNICAL SPECIFICATIONS**

The bidders are advised to give necessary information required by respective point along with documentary support therefore as proof.

**9.1. Bidders Details:**

9.1.1. Company Name:-

9.1.2. Country of Registration:-

9.1.3. Address of Correspondence:-

9.1.4. Contact Person:-

9.1.5. Contact Details:-

9.1.6. Phone with country code:

9.1.7. Email Address:- \_\_\_\_\_

**9.2. Owner Details: ( If Bidder is Authorized Agent)**

9.2.1. Company Name:-

9.2.2. Country of Registration:-

9.2.3. Address of Correspondence:-

9.2.4. Contact Person:-

9.2.5. Contact Details:-

9.2.6. Phone with country code:-

9.2.7. Email Address:- \_\_\_\_\_



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**9.3. Details of Helicopters with photographs:**

<b>Sr. No.</b>	<b>Helicopter details</b>		<b>To be filled by Bidders</b>
9.3.1.	Make/Model of Helicopter	Bell 407 or AS 350 or Squirrel or equivalent	
9.3.2.	Year of Manufacture		
9.3.3.	Call Sign/Registration No.		
9.3.4.	Range	200 Km or more	
9.3.5.	Endurance	3 hrs or more	
9.3.6.	Seating Capacity	(1+5) or more	
9.3.7.	Cruise speed	100 knots min	
9.3.8.	Maximum take-off weight in Kg	2200 -2600 kg	
9.3.9.	Pay-load and underslung load in Kg	700 kg min	
9.3.10.	Mobilisation time required at Cape Town, South Africa.		
9.3.11.	Bidder's total fleet		
9.3.12.	Bidder's operational safety record.		

**Note:** Technical Specifications of the Helicopters from the manufacturers to be enclosed.

**(Bidders Signature & the Seal of the Company /Agency)**



9.4. Details of Pilots, Engineer with documents and licenses:

<b>Sr. No.</b>	<b>Crew details</b>		<b>To be filled by Bidders</b>
9.4.1.	Details of Pilots, Engineer and the total strength of the crew		
9.4.2.	<b>Pilot in Command (Full Name)</b>		
9.4.3.	Nationality		
9.4.4.	Qualification details (Attach as annexure)		
9.4.5.	Flying Experience	1000 hrs or more	
9.4.6.	Flying Experience as pilot in command	500 hrs or more	
9.4.7.	Flying Experience in Antarctica/Arctic	100 hrs or more	
9.4.8.	Under slung flying hour experience	50 hrs or more	
9.4.9.	<b>Pilot 2 (Full Name)</b>		
9.4.10.	Nationality		
9.4.11.	Qualification details (Attach as annexure)		
9.4.12.	Flying Experience	1000 hrs or more	
9.4.13.	Flying Experience as pilot in command	( If any)	
9.4.14.	Flying Experience in Antarctica/Arctic	100 hrs or more	
9.4.15.	Under slung flying hour experience	(if any)	
9.4.16.	<b>Engineer (Full Name)</b>		
9.4.17.	Nationality		
9.4.18.	Qualification details (Attach as annexure)		
9.4.19.	Maintenance Experience in helicopter (Attach documents)		
9.4.20.	Maintenance Experience in helicopter offered (Attach documents)		

**(Bidders Signature & the Seal of the Company /Agency)**



**ANNEXURE IV**

(To be submitted with Cover 1 – Technical Bid)

**10. PROFORMA OF BANK GUARANTEE TOWARDS BID-BOND**

To

**National Centre for Polar & Ocean Research**  
(Ministry of Earth Sciences, Govt. of India)  
Headland Sada, Vasco-da-Gama, Goa – 403 804. (INDIA)

Dear Sir,

Whereas, National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804. INDIA (which expression shall unless repugnant to context or meaning thereof, including all its successors, administrators, executors and assignees) has floated a tender enquiry for Charter hire of one Helicopter Bell 407 or Aerospatiale AS 350 BA or squirrel or equivalent and M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the bidder which expression shall, unless repugnant context or meaning thereof, mean and include all its successors, administrators, executors and assignees) are submitting a Tender Reference No. NCPOR/14(108)/21 (hereinafter referred to as Tenderer) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR 5,00,000.00 /US \$ 7,000.00 (Indian Rupees Five Lakhs only / US Dollars Seven Thousand only)** for the due performance of Bidders obligations as contained in the terms of the Notice Inviting Tenders, Instructions to Bidder and other terms and conditions contained in tender documents especially the condition that bidder shall keep his tender open for a period upto **12 October 2021** or as extended from time to time and shall not withdraw or modify it to which the bidder has given absolute and unconditional acceptance and undertaking and is bound without any reservations as to any matter or thing whatsoever on such acceptance. NCPOR has agreed to sell the tender documents and examine and consider the tender submitted by the bidder which forms an initial contract between the parties, separate and distinct from one that may come into existence in case tender of the bidder is accepted by the NCPOR.

2. Therefore, we \_\_\_\_\_ a bank registered under the laws of \_\_\_\_\_ having head/ registered office at \_\_\_\_\_ (hereinafter referred to as the Bank which



expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in **INR 5,00,000.00 /US \$ 7,000.00 (Indian Rupees Five Lakhs only / US Dollars Seven Thousand only)** at any time without any demur, reservations, recourse, context or protest and/or without any reference to the bidder and any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the NCPOR and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is invoked, earlier by the NCPOR in writing. The guarantee shall not be determined/discharged/affected by the liquidated, winding-up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

3. The Bank also undertakes that the NCPOR 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.

4. The Bank further agree that as between the Bank and the NCPOR for the purpose this guarantee any notice for the breach of any of the conditions contained in invitation for tender instructions to bidders and other terms and conditions contained in the tender form especially bidder's undertaking that he shall keep his tender open and shall not change it during the validity period or extended period, given to the bank by the NCPOR shall be conclusive and binding on us without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of NCPOR or that of the Bidder. We also undertake not to revoke in any case this Guarantee during its currency.

5. The Bank further agree that NCPOR shall have the fullest liberty without affecting in any manner our obligation and without reference to us vary any of the terms and conditions of the tender, instructions to bidders and other terms and conditions contained in the tender and that shall not be released from our liability under the guarantee by reason of any such variation by NCPOR.

6. We also agree that this guarantee shall be governed construed in accordance with Indian Laws subject to exclusive jurisdiction of Indian Court at GOA.

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited **INR 5,00,000.00 /US \$ 7,000.00 (Indian Rupees Five Lakhs only / US Dollars Seven Thousand only)** in aggregate and it shall remain in full force upto and



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including 60 days \_\_\_\_\_ unless extended further from time to time, for such period as may be instructed in writing by M/s. \_\_\_\_\_ (bidder name) by whom this guarantee is arranged, in which case it shall remain in full force upto and including 60 days after the extended date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 60 days from the extended date, if any, if no such claim has been received by us within the 60 days after the said date/extended date, the NCPOR's right under this guarantee will cease. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease. In case bidder becomes successful bidder, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the NCPOR a Bank Guarantee for an amount equivalent to 5% of the one Expedition season contract price towards Delivery cum performance guarantee for delivery of one numbers of Helicopter and satisfactory performance of the Contract. In case of failure to furnish the Delivery cum performance Bank Guarantee the claim must be submitted to us within 90 days after the last date of validity period or extended period. If no such claim has been received by us within 90 days after the said date/extended date, the NCPOR's right under this guarantee will cease.

The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange-control rules and regulations of the country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_.

Witness:

Signature:

Signature  
(Full name in capital letters)

Designation with Bank stamp  
Attorney as per Power Attorney

(Full name in Capital letter)  
Official address:

Date: \_\_\_\_\_



**ANNEXURE -V**

(To be submitted after LOI)

**11. PROFORMA FOR BANK GUARANTEE FOR DELIVERY CUM  
PERFORMANCE BOND**

Ref: Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

**National Centre for Polar & Ocean Research**

Ministry of Earth Sciences, Govt. of India,  
Headland Sada, Vasco-da-Gama, Goa – 403 804, INDIA

Dear Sir,

In consideration of National Centre for Antarctic & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “THE NCPOR”) 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/Notification of Award of Contract dated \_\_\_\_\_ (hereinafter called “THE CONTRACT”) which expression shall include all the amendments therewith M/s. \_\_\_\_\_ having its Head/Registered Office at \_\_\_\_\_ (hereinafter referred to as “THE CONTRACTOR”) which expression shall 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 Contractor resulting in a contract for an estimated value at INR./US \$ \_\_\_\_\_ (Indian Rupees/US Dollars \_\_\_\_\_) for one Expedition season Contract for

Charter hire of One/Two Nos. Helicopter(s) (scope of work) \_\_\_\_\_ and the NCPOR having agreed that the Contractor shall furnish to the NCPOR Delivery cum Performance Guarantee for the delivery of one/two numbers of Helicopters as well as faithful performance of the entire contract to the extent of 5% of the one EXPEDITION SEASON value of the contract i.e. INR./US\$ \_\_\_\_\_. We (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 the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the NCPOR any money or all monies to the extent of



INR./US \$ \_\_\_\_\_ (Rupees/US Dollars \_\_\_\_\_) in aggregate on breach of contract by the contract or at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the Charterer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the NCPOR in writing.

2. The NCPOR shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the Contract by the Contractor or NCPOR & Contractor may mutually vary the terms of the Contract. The NCPOR shall have the fullest liberty, without affecting this Guarantee to postpone, from time to time exercise power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants contained or implied in the Contract between the NCPOR and the Contractor or any other course of remedy or security available to NCPOR. The Bank shall not be released of its obligations under these presents by any exercise by the NCPOR of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of NCPOR or omission on the part of the NCPOR or other matter of thing whatsoever which under law would, but for this provisions have the effect of relieving the Bank.

3. The Bank also agrees that the NCPOR to its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that NCPOR may have in relation to the Contractor's liabilities.

4. NCPOR shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as liable under the contract. In that case the Bank Guarantee amount shall thereupon be increased to the original amount by the Contractor or Contractor may alternatively submit Liquidated Damages recovered by NCPOR.

5. 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 and it shall continue to be enforceable till all the dues of the NCPOR under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the NCPOR discharges the guarantee in writing.



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6. We further agree that as between us and NCPOR for the purpose of this Guarantee any notice given to us by the NCPOR that the money is payable by the Contractor and any amount claimed in such notice by the NCPOR shall be conclusive and binding on us notwithstanding any difference between the NCPOR and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.

7. Not with standing anything contained here in above, our liability under this Guarantee is limited to INR./US \$ \_\_\_\_\_ (Indian Rupees/US Dollars \_\_\_\_\_) in aggregate and it shall remain in full force upto and including sixty days after \_\_\_\_\_ unless extended further, from time to time for such period as may be instructed in writing by \_\_\_\_\_ M/s. \_\_\_\_\_ whose behalf this Guarantee has been given in which case it shall remain in full force upto and including sixty (60) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of sixty (60) days from \_\_\_\_\_ or before the expiry of 60 days from the extended date, if no such claim have been received by us within the sixty (60) days after the said date/extended date, the NCPOR’s right under this Guarantee will cease. However, if such a claim has been received by us within and upto sixty (60) days after the said date/extended date, all the NCPOR’s right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.

8. We agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the Exclusive Jurisdiction of Indian Court. The Bank also agrees that courts in New Delhi shall have exclusive jurisdiction.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2021 at \_\_\_\_\_

WITNESS:

(SIGNATURE)  
NAME  
OFFICIAL ADDRESS

SIGNATURE: \_\_\_\_\_  
NAME & DESIGNATION WITH  
BANK STAMP



**ANNEXURE -VI**

(To be submitted with Cover 1 – Technical Bid)

**12. PRICE EVALUATION CRITERIA**

- 12.1. For Indian bidders should quote in Indian Rupees only
- 12.2. Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices.
- 12.3. Financial bid without mentioning appropriate currency (Indian Rupees/ Any Internationally tradable currency) shall be rejected.
- 12.4. Bids shall be evaluated in equivalent Indian Rupees at the closing market rate of foreign exchange (Bill Selling) as declared by SBI on the day of opening of financial bids.

Sl. No	Description	Rate in ..... (Indicate appropriate currency of quote)	Rate in ..... (Indicate appropriate currency of quote)	Percentage value considered for price evaluation
1.	Mobilisation and De-mobilisation (Lump sum) Cape Town, South Africa	Do not write here	Do not write here	<b>50%</b>
2.	Mobilisation and De-mobilisation (Lump sum), Goa, India	Do not write here	Do not write here	<b>50%</b>
3.	Day rate x 100 days	Do not write here	Do not write here	<b>100%</b>
4.	Flying hourly charges for Aerospatiale x 75 Hours	Do not write here	Do not write here	<b>100%</b>
5.	Loading in respect of any other criteria	Do not write here	Do not write here	<b>100%</b>
6.	Any other charges indicated by the Bidders.	Do not write here	Do not write here	<b>100%</b>
<b>GRAND TOTAL</b>		Do not write here	Do not write here	

**Loading criteria**

Bidder taking exception to the allowable time limit of 2 days in a month for each helicopter on account of maintenance and otherwise shall be loaded as follows:

1.	Upto 2 days in a month for each helicopter	No loading for the Helicopter
2.	More than 2 days	Loading by 100% of day rate charges for each day for each Helicopter.

**(Bidders Signature & the Seal of the Company /Agency)**



**ANNEXURE-VII**

(To be submitted with Cover 2 – Financial Bid)

**13. PRICE FORMAT (Financial Bid)**

- 13.1. Indian bidders should quote in Indian Rupees only
- 13.2. Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices.
- 13.3. Financial bid without mentioning appropriate currency (Indian Rupees/ Any Internationally tradable currency) shall be rejected.
- 13.4. Bids shall be evaluated in equivalent Indian Rupees at the closing market rate of foreign exchange (Bill Selling) as declared by SBI on the day of opening of financial bids.

<b>Sl. No</b>	<b>Description</b>	<b>One Bell 407, Aerospatiale AS 350, Squirrel or equivalent Rate in ..... (Indicate appropriate currency of quote)</b>
1.	Mobilisation and De-mobilisation (lump sum) Cape Town, South Africa	
2.	Mobilisation and De-mobilisation (lump sum), Goa, India	
3.	Day rate	
4.	Per Hour Flying charge	
5.	Loading in respect of any other criteria	
6.	Any other charges indicated by the Bidder.	

**(Bidders Signature & the Seal of the Company /Agency)**



#### **14. PRE-CONTRACT INTEGRITY PACT**

##### 1. General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_2021, between, on one hand, the Director, National Centre for Antarctic & Ocean Research, Headland Sada, Goa, India (hereinafter called the “PRINCIPAL” expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part \_\_\_\_\_ represented by Mr. \_\_\_\_\_, Director, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL enters into an agreement (hereinafter called the ‘CONTRACT’) with the CONTRACTOR to provide helicopter support to the Indian Scientific Expedition to Antarctica (herein after called the ‘Charter Party’ which expression shall mean and include, unless context otherwise requires) as per the details of the CONTRACT.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an autonomous R&D institute under Ministry of Earth Sciences, Government of India performing its functions in oceanographic and polar research.

NOW, THEREFORE,

To avoid all forms of corruptions by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL to obtain the ‘Charter Party’ at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures:



The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the PRINCIPAL

- 2.1 The Charterers undertakes that no official of the PRINCIPAL, connected directly or indirectly with the CONTRACT, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the CONTRACT in exchange for an advantage in the contracting or implementation process related to the CONTRACT.
- 2.2 All the officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.3 In case any such preceding misconduct on the part of such official(s) is reported by the CONTRACTOR to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDER

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the CONTRACT in exchange for any advantage in contracting and implementation of the CONTRACT.



- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the CONTRACT or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the CONTRACT or any other contract with the Government.
- 3.3 BIDDER shall disclose the name and address of agents and representatives in India.
- 3.4 BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this CONTRACT.
- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer / integrator / aviation service provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or comp BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the OWNER or their family members, agents, brokers or any other intermediaries in connection with the CONTRACT and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties to impair the transparency, fairness and progress of the contracting and implementation of the CONTRACT.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged. "Bidders not to commit any offence under PC/IPC Act" (Prevention of corruption act/ Indian Penal Code).



- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
4. Previous Transgression
- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. Performance Security Bond
- 5.1 The BIDDER shall submit a Performance Security Bond equivalent to 5% of the CONTRACT value within 15 days of Letter of Intent / signing the CONTRACT
- 5.2 The Performance Bond shall be valid for a period of 60 days beyond the date of completion of all contractual obligations including Warranty Period and be suitably extended as requested by PRINCIPAL as per the CONTRACT.
- 5.3 A clause would also be incorporated in the Article pertaining to Performance Bond in the CONTRACT that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.



- 5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Performance Bond for the period of its currency.
6. Sanctions for Violations
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-
- 6.1.1 To immediately call off the CONTRACT without assigning any reason or giving any compensation to the BIDDER.
- 6.1.2 Forfeiture of the Performance Security Bond either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4 To recover all sums already paid by the PRINCIPAL, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- 6.1.6 To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the CHARTERER.
- 6.1.8 To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the CONTRACT.
- 6.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by PRINCIPAL with the BIDDER, the same shall not be opened.



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- 6.1.10 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.10 of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BUILDE can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. Fall Clause
- 7.1 The BIDDER undertakes that it has not provided / is not providing similar Air Support Services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems/ services or sub systems/ services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refunded by the BIDDER to the PRINCIPAL, if the CONTRACT has already been concluded.
8. Independent Monitors
- 8.1 The PRINCIPAL has appointed following two Independent Monitors (hereinafter referred to as Monitors) through Ministry of Earth Sciences:
- 8.1.1 Dr. S.K. Sarkar , IAS (Retd.), B-104, Nayantara Aprt., Plot 8 B, Sector-07, Dwarka, New Delhi-10075 (Email: sksarkar1979@gmail.com, Mobile No. 9811149324)
- 8.1.2 Shri Rakesh Goyal, IRSE (Retd.) 2094, Joy Apartment, Sector 2, Dwarka, Delhi-110075 (Email:goyal1259@gmail.com, Mobile No. 9717644264).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.



- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub BIDDERS. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub BIDDERS with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL / Secretary in the Ministry within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
9. **Facilitation of Investigation**  
In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. **Law and Place of Jurisdiction**  
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
11. **Other Legal Actions**  
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



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12. Validity

12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the CONTRACT to the satisfaction of both the PRINCIPAL and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity pact shall expire after 6 months from the date of the signing of contract.

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

13. The parties hereby sign this Integrity Pact at Vasco-da-Gama on \_\_\_\_\_ 2021.

SIGNED:	
CHARTERER For and on behalf of the CHARTERER  National Centre for Polar & Ocean Research  Name: Title:	BIDDER For and on behalf of the BIDDER    Name: Title: DIRECTOR
Witness:	
1. _____	1. _____



## **15. MODEL CONTRACT AGREEMENT OF HELICOPTER**

### **AGREEMENT**

THIS AGREEMENT is made on this day of \_\_\_\_\_ between \_\_\_\_\_ a Company duly incorporated under the Laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ hereinafter, referred to as “**OWNER**” or “**LESSOR**” (which expression shall unless excluded by or repugnant to the context, be deemed to include its successor in interest, representation and assigns) of the **FIRST PART**.

### **AND**

National Centre for Polar & Ocean Research (NCPOR), Ministry of Earth Sciences (MoES) (a Society duly registered under the Registration of Societies Act of India) having its office at Headland Sada, Vasco-Da-Gama, Goa, India hereinafter, referred to as “**CHARTERER**” or “**LESSEE**” (which expression shall include its successors and assigns) of the **SECOND PART**.

### **RECITALS**

- A. The CHARTERER requires helicopter services for Indian Scientific Expedition to Antarctica.
- B. LESSOR represents that it had provided helicopter charter and associated services to other countries for similar expeditions to Antarctica.
- C. The CHARTERER has agreed to charter helicopter services from LESSOR on the terms and conditions of this Agreement.

### **OPERATIVE PROVISIONS**

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

- 1.1.1 “Actual Mobilization Date” means the date the Aircraft arrive at the Mobilization Point, which is CAPE TOWN, SOUTH AFRICA.



- 1.1.2 "Date of delivery" means the date Aircraft is delivered at point of Mobilization in airworthy condition along with necessary spares and crew onboard expedition vessel at the port of mobilization as accepted by the charters.
- 1.1.3 "Delivery certificate" means certificate of acceptance of helicopter(s) indicating date, place and time in airworthy condition along with necessary spares and crew; jointly signed by representatives of owners and charters.
- 1.1.4 "Aircraft" means the aircrafts specified in Item-1 of the First Schedule;
- 1.1.5 "ATPL-H" means an 'Airline Transport Pilot License – Helicopter' issued by appropriate South African Civil Aviation Authorities equivalent to Indian Civil Aviation Authority;
- 1.1.6 "Charter Fees" means the fees payable pursuant to Clause-16;
- 1.1.7 "Charter Term" means the period from and including the Actual Mobilization Date, and including the demobilization day expired after the Mobilization Date.
- 1.1.8 "CPL (H)" means a Commercial Pilot License (Helicopter) issued by appropriate South African Civil Aviation Authority equivalent to DGCA, India.
- 1.1.9 "Weekly flight report" means a document in the form of that annexed to the Second Schedule;
- 1.1.10 "Extension Term" means any period by which the Charter Term is extended pursuant to Clause-22;
- 1.1.11 "Flight Time" means the flight hour shall be defined as commencing from the engine start-up at the beginning of the flight to the engine shutdown at the end of the flight (clock to clock).
- 1.1.12 "Fuel" means aviation grade turbine fuel (Jet A1).
- 1.1.13 "Incidental Operating Costs" means fees, levies, charges or imposts rendered by or on behalf of any sovereign state in respect of the operation of the Aircraft;
- 1.1.14 "LESSOR personnel" includes any employee, agent, subcontractor, licensee or invitee of LESSOR.



- 1.1.15 "License" includes either a CPL(H) or an ALTP(H) ;
- 1.1.16 "Mobilization Date" means the date specified in Item-8 of the First Schedule ;
- 1.1.17 "Mobilization Point" means the place specified in item-9 of the First Schedule;
- 1.1.18 "Term Charter Fee" (Daily Hire Charges) means the sum specified in Item-4 of the First Schedule;
- 1.1.19 "Term Operation Fee" (Flying Charges) means the amount specified in Item-5 of the First Schedule.
- 1.1.20 "Cancellation Fee" means the sum specified in Item-7 of the First Schedule.

## **1.2 Interpretation**

In this agreement, unless the context otherwise requires:-

- 1.2.1 Headings and under linings are for convenience only and do not affect the interpretation ;
- 1.2.2 Words importing the singular include the plural and vice versa.
- 1.2.3 Words importing a gender include any gender ;
- 1.2.4 Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning ;
- 1.2.5 An expression importing a natural person includes any company partnership, joint venture, association, corporation or other body corporate and any governmental agency ;
- 1.2.6 A reference to a part, clause, party annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this agreement and a reference to this agreement includes any annexure, exhibit and schedule;
- 1.2.7 A reference to any statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws varying, consolidating or



replacing the and a reference and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute ;

- 1.2.8 A reference to a document includes all amendments or supplements to, or replacements or notations of, that document ;
- 1.2.9 A reference to a party to a document includes that party's successors (including without limitation, a legal personal representative) and permitted assigns ;
- 1.2.10 Where the day on or by which any thing is to be done is not a Business Day at the place where such thing is to be done then that thing must be done on or by the preceding Business Day ;
- 1.2.11 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it ;
- 1.2.12 A reference to an asset includes all property, rights, revenue and benefits of any nature and includes, but is not limited to, a business;
- 1.2.13 A reference to a document includes any agreement in writing and any certificate, notice, instrument or other document of any kind;
- 1.2.14 A reference to a body (including without limitation, an institute association or authority; whether statutory or not :
- (i) which ceases to exist; or
  - (ii) Whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

## **2. CHARTER**

- 2.1 The LESSOR shall charter to the CHARTERER and the CHARTERER will take on charter of the Aircrafts for the purposes and use described in Item-2 of the First Schedule and upon the terms of this Agreement.
- 2.2 The charter will commence upon the commencement of the Charter Term.



### **3. MOBILIZATION/DEMOBILIZATION**

3.1 The LESSOR must deliver \_\_\_\_\_ to the Mobilization Point, which is \_\_\_\_\_ by the Delivery Date.

3.1.1 If "LESSOR" does not deliver the Aircraft's within the Laycan period then subject to Clause-17 the CHARTERER may end this Agreement by serving written notice upon the owner in which case ;

3.1.1.1 the provisions of Clause-23 will not apply; and

3.1.1.2 The LESSOR will pay the CHARTERER the Cancellation Fee in US \$ as mentioned in Item-8 of First Schedule within 21 days of the date of termination.

3.2 For the purposes of this Clause-3, this Agreement will be deemed to be terminated upon the LESSOR receipt of a notice of termination pursuant to this clause-3.

### **4 EQUIPMENT AND CONSUMABLES**

4.1 The LESSOR shall provide the Aircraft configured to meet the CHARTERER'S reasonable requirements as agreed by the parties.

4.2 The LESSOR shall supply the requisite lubricants, consumables and spare parts for the Aircraft (excluding fuel) free of cost.

### **5 FUEL**

5.1 Fuel will be supplied by or at the expense of the CHARTERER.

5.2 The LESSOR at all times retains the right to :

(a) specify the grade, type and quality of the Fuel; and

(b) Control or direct re-fueling operations in respect of the Aircraft.



5.3 The CHARTERER indemnifies LESSOR against any loss, damage or harm (howsoever described and including, without limitation, any consequential losses) occasioned to the Aircraft and arising as a result of contaminated Fuel or Fuel not meeting the specification of LESSOR.

## **6 MAINTENANCE**

6.1 The Aircraft's scheduled maintenance, as stipulated in the manufacturer's operating handbook or as may otherwise be determined by the LESSOR at its discretion.

6.2 Allowable downtime for maintenance if so required shall be limited to 2 days per Helicopter per month or pro-rata basis) during currency of flying operations in Antarctica, but not as a right. In the event of LESSOR fail to provide Helicopters beyond the allowable down-time, CHARTERER shall not pay the charter hire charges (day rates) for such period.

6.3 In conducting maintenance operations the LESSOR" shall make its best effort to minimize any disruption to the CHARTERER'S requirements.

6.4 The Engineers shall provide a certificate regarding the airworthiness of the helicopters to the \_\_\_\_\_Civil Aviation Authority.

## **7 ENGINEERING PERSONNEL**

7.1 The LESSOR shall supply such engineering personnel as it may from time to time determine are required to meet the reasonable requirements of the CHARTERER.

7.2 Notwithstanding the generality of 7.1, the LESSOR" agrees to supply at least one engineer for the duration of this Agreement.

7.3 All engineering personnel supplied by the LESSOR will be qualified aircraft maintenance engineers/authorized personnel.

## **8 AIRCREW PERSONNEL**

8.1 The LESSOR shall supply such aircrew personnel as it may from time to time determine are required to meet the requirements of the CHARTERER.



8.2 Notwithstanding the generality of 8.1(a), the LESSOR agrees to supply a minimum of two (2) aircrew personnel (Pilots) with requisite experience as per clause 8 of tender document for the duration of this Agreement.

8.3 All aircrew personnel supplied by the LESSOR shall :

8.3.1 hold a CPL(H) ; or

8.3.2 hold an ALTP (H) ; or

8.3.3 hold type, class and special design feature License endorsement(s) as may be relevant to the Aircraft; and

8.3.4 Hold a Certificate a completion of Training for underslung operations.

8.4 The CHARTERER acknowledges that the LESSOR will directly or indirectly in its absolute discretion from time to time subject to the operational limitations stipulates its supply of all aircrew personnel required supplied.

## **9 ACCOMMODATION AND FACILITIES**

9.1 The CHARTERER will, at its own cost and expense and to the standard and quality provided to its own personnel ;

9.1.1 provide all LESSOR Personnel not exceeding four in numbers with reasonable and customary accommodation as agreed upon by the parties from time to time ;

9.1.2 Provide all LESSOR Personnel with daily usual and customary meals and beverages, on the Ship to/from Antarctica and at the Indian Antarctic Station, Maitri/Bharati.

9.1.3 The Helicopter crew may use the telecommunication facilities on-board the Expedition vessel and at Maitri/Bharati Station. However, the charges as per the existing tariff will be adjusted against the payment due to the LESSOR.



- 9.2 If any the LESSOR's Personnel suffer illness, accident or injury in the course of the XLI Indian Scientific Expedition to Antarctica the CHARTERER will at its cost and to the standard of care provided to its own personnel.
- 9.2.1 provide or procure appropriate emergency medical treatment and assistance (including evacuation, rescue and transport to medical facilities if necessary) ;
- 9.2.2 Provide or procure appropriate medical assistance and treatment.
- 9.3 If any of the LESSOR's Personnel suffer illness, accident or injury the CHARTERER will immediately notify the LESSOR.
- 9.3.1 keep the LESSOR appraised and updated as to the situation ;
- 9.3.2 Liaise with the LESSOR for the purpose of ensuring that proper medical assistance and treatment (including evacuation and rescue if necessary) is rendered.

## **10 OPERATING COST**

The Charter Fees will be inclusive of :

- 10.1 the running, maintenance and repair costs of operating the Aircraft (except for the provision of Fuel pursuant to clause-5);
- 10.2 The remuneration of the LESSOR Personnel.
- 10.3 Any tax assessed on the LESSOR personnel in income earned and paid to them in South Africa for the performance of work under the contract shall be the responsibility of the LESSOR.

## **11 INCIDENTAL OPERATING COSTS**

Any Incidental Operating Costs on actuals will be met in full by the CHARTERER.



## **12. CHARTER OPERATIONS**

- 12.1 During the Charter Term the CHARTERER may direct the LESSOR as to the use of the Aircraft, for the purposes described in Item-2 of the First Schedule.
- 12.2 Subject to clause-12.3, weather conditions permitting and the LESSOR” will consult and discuss with the Leader of the Expedition or his designated member to determine the directions of the CHARTERER and will use all reasonable endeavours to effect such direction.
- 12.3 The parties acknowledge and agree that the operational safety and reliability of the Aircraft are paramount and accordingly:
- 12.4 The LESSOR in its absolute discretion may decline to comply with any or any part of a discretion given by the CHARTERER ;
- 12.5 The operation of the Aircraft (including their loading, performance, navigation, area(s) of operation and use) at all times remains at the absolute discretion of LESSOR.
- 12.6 Simultaneous operation of two helicopters not to be mandatory on ship – Maitri/Bharati route (Indian Scientific Station)

## **13.LEGAL REQUIREMENTS**

- 13.1 The LESSOR and the CHARTERER will use their best endeavor’s to ensure that they comply with any applicable laws, orders, regulations, conventions of treaties in relation to the operation of the Aircraft.
- 13.2 Without limiting the generality of the foregoing.
- 13.2.1 The LESSOR will use its best endeavours to ensure that the Aircraft are operated in accordance and compliance with any subordinate regulations or orders under the foregoing insofar as they may be applicable;
- 13.2.2 CHARTERER will use its best endeavours to ensure that the Aircraft comply with any applicable laws, orders, regulations, conventions or treaties and to this end it will :



- 13.2.2.1 Promptly advise the LESSOR of any such applicable law, regulation, order, convention or treaty (other than those stipulated in clause 13.2.1);
- 13.2.2.2 Refrain from giving any direction to the LESSOR which might, if carried and result in an infringement of any such law, regulation, order, convention or treaty.
- 13.3 The CHARTERER will comply with, and procure and ensure all passengers and consignors of cargo comply with, all or any customs, police, public health and other laws with respect to the entry or clearance of passengers or cargo of any sovereign states in which the Aircraft land or depart.
- 13.4 The CHARTERER will at its expense obtain or procure all governmental, semi-governmental or local or responsible authority permits, licenses, contracts, approvals required for the use of the Aircraft or in connection with this Agreement and the LESSOR will consult and discuss with the Leader of the Expedition or his designated member and otherwise assist the CHARTERER in meeting these obligations in so far as it is reasonably able to do so.

#### **14. REPRESENTATION AND WARRENTIES**

The LESSOR represents and warrants to CHARTERER that:

- 14.1 It is duly organized, validity existing and good standing under the Laws of the \_\_\_\_\_.
- 14.2 It has full power and authority to execute, deliver and perform its obligations under this Agreement.
- 14.3 It has taken all necessary corporate and other actions under applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.
- 14.4 It has the financial standing and capacity to undertake the obligation under this Agreement.
- 14.5 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms thereof.



- 14.6 The execution, delivery and performance of this Agreement will not conflict with, result in breach, constitute a default under any other Agreement, understanding decree or order to which it is a party or by which it or any of its property or assets are bound or affected or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or of any member of the Consortium or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected.
- 14.7 There are no actions, suits, proceedings or investigations pending or to the LESSOR'S knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, outcome of which may constitute individually or in the aggregate may result in Material Adverse Effect.
- 14.8 It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- 14.9 It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- 14.10 No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the LESSOR to any person to procure the Concession.

## **15.INSURANCE**

The LESSOR shall provide Comprehensive Insurance Coverage for the items, crew and passengers carried in the helicopters. The risk cover includes a maximum of USD 85,000.00 per person and USD 85,000.00 per consignment while on-board the Helicopters or pursuant to an accident/damage/disaster because of Helicopter operations.

## **16.CHARTER FEES**

- 16.1 The CHARTERER will pay the LESSOR the Term Charter Fee (Fixed Per Day on Pro-rata thereof).
- 16.2 The CHARTERER will pay the LESSOR, the Term Operating Fee (Flying Charges)



- 16.3 The LESSOR will complete a Daily Operations Return in respect of Aircraft and at the end of each 24 hour period of operation (whether constituted by Flight Time or otherwise)
- 16.4 A duly authorized representative of the CHARTERER will verify and sign each Daily Operations Return.
- 16.5 A duly verified and signed Daily Operations Return will be accepted by the CHARTERER as conclusive with respect to the operations and Flight Time of the particular Aircraft and in respect of the period to which it relates.
- 16.6 **Payment Terms**
- 16.6.1 Mobilization/Demobilization charges shall be paid on the delivery of the Helicopters to the Charters on submission of Invoice.
- 16.6.2 The day-hire charges shall be payable each month in advance on submission of invoice.
- 16.6.3 The flying hourly charges shall be payable after end of each month on receipt of log entries endorsed by the Expedition Leader/Departmental Representative.
- 16.6.4 The payment shall be made within maximum 21 days from the submission of the invoices.

## **17. PAYMENT**

- 17.1 Payment of 16.1 Term Charter Fee, 16.2 Term Operating Fees and Mobilization/Demobilization Fee will be paid in Rs./US \$ by Telegraphic Transfer to the Beneficiary.

Account Name: \_\_\_\_\_

**Bank** : \_\_\_\_\_

Account Type : \_\_\_\_\_

Account No. : \_\_\_\_\_

Swift Code : \_\_\_\_\_

- 17.2 The term Charter Fee and the Term Operation Fee will be paid in accordance with Item-4, 5 & 6 of the First Schedule.



17.3 The Additional Charter Fees and the Additional Operation Fee will be paid in accordance with Item-4, 5 & 6 of the First Schedule.

**18. FORCE MAJEURE**

18.1 If an Aircraft becomes unserviceable for any reason reasonably beyond its control, the LESSOR will endeavor to substitute another aircraft or aircraft type.

18.2 The LESSOR will advise and consult with the Leader of the Expedition or his designated member where the LESSOR is unable to perform or complete any flight or service or meet any of its obligations under this Agreement for any reason reasonably beyond its control such as Storm Damage.

18.3 If the LESSOR is unable to perform or complete any flight or service or meet any of its obligations under this Agreement for any such force majeure reason reasonably beyond its control it will be under no obligation or liability to the CHARTERER in respect of that failure.

**19. PLEDGE**

The CHARTERER will not pledge the Aircraft or the credit of the LESSOR for any purpose.

**20. ASSIGNMENT**

Party will not assign the benefit of this Agreement to any other person without the written consent of the other party, which consent when sought shall not be unreasonably withheld.

**21. SUB-CONTRACT**

The LESSOR may assign its right and benefit of this Agreement to any party on prior written information to the CHARTERER provided that nothing in this clause operates to relieve the LESSOR of any of its obligations under this Agreement.



## 22. **TERM**

The term of this agreement is charter terms. This agreement is initially for the period of one Antarctic Season (November 2021 - April 2022) for the 41 Indian Scientific Expedition to Antarctica and shall remain valid for further four successive seasons being 2022-23, 2023-24, 2024-25 and 2025-26 at same rates, terms and conditions on satisfactory performance as evaluated by NCPOR.

- 22.1 In the event of the agreement being extended with mutual consent for second and / or third and / or fourth and / or fifth successive seasons being 2022-23 and / or 2023-24 and / or 2024-25 and / or 2025-26 respectively the Lessor shall confirm in writing their acceptance for extension of the agreement by 15 May of each year failing which it will be assumed that the Lessor is not interested in continuation of the agreement for the succeeding season / expedition.
- 22.2 If the contract is extended with mutual consent for second and / or third and / or fourth and / or fifth successive seasons being 2022-23 and / or 2023-24 and / or 2024-25 and / or 2025-26 respectively the Lessor shall extend the validity of Performance Bank Guarantee for the succeeding years or shall submit a fresh performance bank guarantee before the expiry of the performance bank Guarantee of the concluding year failing which this agreement shall be deemed dissolved.
- 22.3 In case the Lessor withdraws his acceptance for extension of the contract for the succeeding year/expedition at a later date, he shall forfeit the security deposit/performance bank guarantee and the balance payments of the on-going contract period.

## 23. **TERMINATION**

- 23.1 The CHARTERER may terminate this Agreement by serving notice in writing to the LESSOR.
- 23.1.1 Prior to or on the Mobilization Date, in which case the CHARTERER will pay the LESSOR the Cancellation Fee.
- 23.1.2 after the Mobilization Date but before the expiration of the Charter Term, in which case the CHARTERER will pay or otherwise forfeit in the LESSOR the Term Charter Fee, the Term Operation Fee and any incidental operating cost due to the LESSOR and



23.1.3 during any Extension Term in which case the CHARTERER will pay or otherwise forfeit in the LESSOR favor Term Charter Fees and Term Operation Fee due to LESSOR and

23.2 The LESSOR may terminate this Agreement by serving notice in writing upon the CHARTERER :

23.2.1 before the Mobilization Date, in which case the LESSOR will pay the CHARTERER the Cancellation Fee ;

23.2.2 During the Charter Term, in which case :

23.2.2.1 If a proportion of the Term Charter Fee and Term Operation Fee (calculated on a daily prorate basis in respect of the Charter Term) paid by the CHARTERER to the LESSOR is referable to the unexpired residual of the Charter Term as at the date of termination, the LESSOR shall refund that proportion of the Term Charter Fee and Term Operation Fee to the CHARTERER.

23.2.2.2 If a proportion of the Term Charter Fee and Term Operation Fee (calculated on a daily prorate basis by reference to the Charter Term) is referable to the expired portion of the Charter Term as at the date of termination, but that proportion of the Term Charter Fee.

## **24. INDEMNITY AND EXCLUSION OF LIABILITY**

24.1 The CHARTERER indemnifies and releases the LESSOR and agrees to keep the LESSOR indemnified in respect of any loss, damage, claim, demand, proceeding and action whatsoever arising in connection with or in any way out of the performance of this Agreement including in respect of :

23.2.3 any act, default or omission on the part of the CHARTERER, its employees, agents, invitees and licensees ; and

23.2.4 any loss, damage, claim, penalty, fine, charge or statutory imposition suffered by or imposed upon the LESSOR directly or indirectly in consequence of any breach by the CHARTERER of its obligations under this Agreement.



**25. VARIATION AND WAIVER**

A provision of or a right created by this Agreement will not be waived except in writing signed by the party granting the waiver. No variation to or amendment of this Agreement will be made without the consent in writing of all of the parties.

**26. APPROVALS AND CONSENTS**

Where any provision of this Agreement provides for a party to provide its consent or approval then such party may conditionally or unconditionally in its absolute discretion give or with hold such consent or approval unless this Agreement expressly provides otherwise.

**27. ENTIRE AGREEMENT**

This Agreement contains all of the terms, conditions, representations and warranties in connection with the agreement reached between the parties with respect to the subject matter of this Agreement. The CHARTERER acknowledges that in entering into this Agreement it has not relied on any representations or warranties in respect to the subject matter of this Agreement except as herein provided.

**28. GOVERNING LAW AND JURISDICTION**

28.1 This Agreement will be governed by and constructed in all respects in accordance with the laws of India.

28.1.1 Any dispute relating to, or arising out of, the Agreement will be resolved by negotiation between the parties.

28.1.2 If the parties fail to negotiate an amicable settlement, the dispute will be referred to an arbitrator and will be conducted in accordance with the arbitration and conciliation Act, 1996 or later amendment, if any. The venue of the Arbitration shall be at the discretion of the Arbitrator.

28.1.3 If the parties fail to agree on the appointment of the arbitrator, the Dept. of Public Enterprise, Govt. of India shall appoint an Arbitrator who will decide all disputes in accordance with Arbitration & Conciliation Act 1996 or later amendments, if any.



28.2 The LESSOR offer to provide the charter services upon the terms and conditions set out in this Agreement is deemed to be accepted by the CHARTERER when the LESSOR receives this Agreement duly executed by the CHARTERER at its registered office and this Agreement is deemed to be made within India.

## **29. ARBITRATION**

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or the respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation of or out of the contract or breach thereof the same shall be settled in India in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (No.26 of 1996) or any other further amendments thereof, during the charter period.

## **30. NOTICES**

30.1 Any notice, demand, consent, approval or other communication in connection with this Agreement by a party may (without limitation to any other valid form of execution) be signed by an authorized officer of that party (if a corporation), or by any solicitor acting for that party, whose signature may be handwritten or printed or otherwise reproduced by mechanical means.

30.2 In addition to any method of service provided for by statute, a notice, demand, consent, approval or other communication in connection with this Agreement to be sent to or made upon a party is taken to have been given to or made on the party to whom it is addressed if :

30.2.1 sent by e-mail or facsimile, to the e-mail or facsimile number of the addressee;

Lessor email address(s): \_\_\_\_\_

Lessee email address(s): \_\_\_\_\_

30.2.2 Left for the addressee, or sent by mail to the addressee at ;

30.2.2.1 Any address of that person set out in this Agreement ;

30.2.2.2 The registered office of any corporate addressee.



*Tender Document for Chartering of Helicopters -  
XLI Indian Scientific Expedition to Antarctica*

- 30.3 Service of any notice, demand, consent, approval or other communication in connection with this Agreement will be valid notwithstanding that the addressee will have been wound up or in liquidation (if a corporation) or the addressee is absent from the place at or to which the notice or demand is left, delivered or sent, or where the notice or demand is sent by post or otherwise, it is returned unclaimed.
- 30.4 Any notice, demand, consent, approval or other communication in connection with this Agreement will be deemed to have been received by the person :
- 30.4.1 If left or delivered personally, on the same day ;
- 30.4.2 If sent by post at registered office address, on the second business day after the date of posting;
- 30.4.3 If sent by telex, on receipt of the person's answerback code; and
- 30.4.4 In the case of a facsimile, on receipt of the facsimile in legible form.

**IN WITNESS WHEREOF** the authorized representative of the parties hereto has signed the Agreement on the day and year first above written.

SIGNED BY	
<b>CHARTERER</b> <b>For and on behalf of the CHARTERER</b> <b>National Centre for Polar &amp; Ocean Research</b>  Name: Title:	<b>"OWNER" or "LESSOR"</b>  Name: Title:
Witness:	
2. _____	2. _____



**FIRST SCHEDULE**  
**(Season 2021-22)**

Item 1 : The Aircraft : \_\_\_\_\_

Item 2: The Use.

Conveying passengers and cargo within the area of operations of Indian Scientific Expedition at Antarctica for a minimum guarantee as follows:

Minimum Number of Days : 90 days  
Minimum Flying hours : 75 flying hours

Item 3:

- I. The mobilization charges shall be released within 15 days of production of invoice upon actual delivery of the Helicopter onboard expedition vessel at the port of mobilization (Cape Town, South Africa or Mormugao, Goa, India).
- II. The day-hire charges shall be payable each month in advance within 15 days of submission of invoice in original.
- III. Hourly Flying Charges shall be paid after the end of each month on production of Daily Flight Manifest duly certified by the Leader/ Departmental representative of the current Expedition and Pilot.

Item 4 : Term Charter Fee i.e. Daily Hire Charges.

\_\_\_\_\_ per day per Helicopter on pro-rata thereof

Item 5 : Term Operation Fee i.e. Hourly Flying Charges.

\_\_\_\_\_ per hour flying or pro-rata thereof to the nearest 1 (one) minutes for the Flying Hours of the Helicopters(s).

Item 6 : Mobilization /Demobilization Fee :



*Tender Document for Chartering of Helicopters -  
XLI Indian Scientific Expedition to Antarctica*

The consolidated charges for Mobilization/Demobilization of one Helicopter (\_\_\_\_\_) to and from Cape Town, South Africa shall be \_\_\_\_\_.

Item 7 : Mobilization /Demobilization Fee :

The consolidated charges for Mobilization/Demobilization of one Helicopter (\_\_\_\_\_) to and from Mormugao, Goa, India shall be \_\_\_\_\_.

Item 8: Cancellation Fee

50% of the one Expedition SEASON value of the contract value.

Item 9: Mobilization Date : \_\_\_\_\_

In line with the Laycan period of the Expedition vessel chartered from Cape Town, South Africa which will be conveyed at least 30 days in advance.

Item 10: Mobilization Point : Cape Town, South Africa/ Mormugao, Goa, India

Item 11: Number of Helicopter(s): \_\_\_\_\_.

**Second Schedule**

WEEKLY FLIGHT REPORT FOR NATIONAL CENTRE POLAR& OCEAN RESEARCH  
(MINISTRY OF EARTH SCIENCES), GOVERNMENT OF INDIA,  
ANTARCTIC CONTRACT, SEASON 2021-2022

HELICOPTER \_\_\_\_\_  
TYPE

Helicopter No: \_\_\_\_\_ Week \_\_\_\_\_ Commencing Monday \_\_\_\_\_ to Sunday \_\_\_\_\_

**TIMES ARE TO BE RECORDED IN DECIMALS**

DAY	TOTAL DAILY HOURS	GENERAL	MARINE	RECCE	VULCANOLOGY	CLIMATOLOGY	SURVEY	GEOPHYSICAL	LOGISTICS	FILMING	CONSTRUCTION	AIRBORNE SURVEY
Mon												
Tue												
Wed												
Thu												
Fri												
Sat												
Sun												
WEEKLY TOTALS												

**TOTAL CONTRACT HOURS TO DATE**

TOTAL FLIGHT HOURS	GENERAL	MARINE	RECCE	VULCANOLOGY	CLIMATOLOGY	SURVEY	GEOPHYSICAL	LOGISTICS	FLIMING	CONSTRUCTION	AIRBORNE SURVEY

Signed by \_\_\_\_\_  
On behalf of Helicopter company

Signed by \_\_\_\_\_  
on behalf of NCPOR Govt of India