



PAWAN HANS LIMITED

(A Government of India Enterprise)

TENDER NO. PHL/CO/SAFETY/SMS/6002

FOR

SELECTION OF A REPUTED SOFTWARE AGENCY FOR PROVIDING
SAFETY MANAGEMENT SYSTEM SOFTWARE SOLUTION AS PER ICAO,
EASA, DGCA GUIDELINES TO PAWAN HANS LTD

Pawan Hans Tower, C-14, Sector-1, NOIDA, Uttar Pradesh
India - 201301 Phone: 0120-2476781/0112476854; Fax: 0120-2476979

About PHL

Pawan Hans was incorporated on 15th October 1985 as National Helicopter Company with the objective of providing helicopter support services to the oil sector for off-shore oil exploration operations, services in remote areas and charter services for promotion of tourism. Pawan Hans has been dedicated to provide helicopter Air Transport and have grown to become the most experienced helicopter transport service provider in the industry.

Over a period, PHL has logged more than 1 Million Flying hours and Lakhs of Landings and also plans to become a 100 Helicopter company by 2027. Further to strengthen its core business, Pawan Hans is diversifying into the fields of Seaplane, small Fixed Wing Aircrafts, Training & Skill Development, Safety Audit & Consultancy, Foreign Projects and creation of infrastructure such as Heliports and Helipads.

The corporate office is located at Noida with regional offices at Delhi, Guwahati and Mumbai and having 21 base locations across the country. Pawan Hans is "Approved Maintenance Centre of Euro copter" and also the first ISO 9001: 2000 certified Aviation Company in India.

For more details please visit <https://www.pawanhans.co.in/>

Purpose of present Tender

PHL is planning to hire a domain expert and experienced software service provider for implementation of Software based SMS solution for Pawan Hans Ltd. as per complying ICAO Doc 9859, ICAO Annx 19, EASA and DGCA India guidelines.

Name of the Project / work:

Implementation of Software based SMS solution for Pawan Hans Ltd. complying with ICAO Doc 9859, ICAO Annx 19, EASA and DGCA India guidelines.

Location of the work:

Pawan Hans Ltd.
Corporate Office,
C-14, Sector-1, NOIDA-201301,
District Gautam Budh Nagar (U.P.)

Name of the office inviting RFP:

GM Safety
Pawan Hans Ltd.
Corporate Office,
C-14, Sector-1, NOIDA-201301,
District Gautam Budh Nagar (U.P.).

Notice Inviting Tender

Tender No. : PHL/CO/Safety/SMS/6002
Date : 03/05/2021

Bids are invited by Pawan Hans for Global Open Tender for selection of a Reputed Domain Expert /Agency for Providing SMS Software solution to Pawan Hans Ltd. The details of the tender are given below:-

1. Tender No. PHL/CO/SAFETY/SMS/6002
2. Description Limited Tender for Selection of a Software Agency for implementation of SMS software for Pawan Hans Ltd..
3. Scope of Work Refer clause 3.
4. Date of Issue 03/05/2021
5. Date & Time for submission of Bids 1600 hrs on 24/05/2021
6. Date & Time for opening of Bids 1700 hrs on 24/05/2021
7. Date & Time for opening of Priced Bid. To be notified later
8. Bid Validity 90 days from the last date for submission of bids as per tender.
9. Earnest Money Deposit Rs 60,000/- OR USD 1000
10. Performance Bond EMD of successful bidder will be retained as Performance Bond till completion of works (Refer clause 4.20.9)
11. Correspondence Address GM (Safety)
Pawan Hans Ltd.
Corporate Office,
C-14, Sector-1, NOIDA (UP)-201301, India

The Proposal will be governed by the instructions to bidder as per General Terms & Conditions and Special Terms & Conditions. Interested Software Agencies are invited to submit their response within the due date and time as per details provided. Pawan Hans shall have the right to accept/reject any Bid without assigning any reason whatsoever including rejecting the lowest quoted bid.



Yours faithfully,
FOR PAWAN HANS LIMITED



विजय एम. पथियेन / VIJAY M. PATHIYAN
महाप्रबंधक (स्थानापन्न)-उड़ान सुरक्षा
General Manager (Offici)-Flight Safety
पवन हंस लिमिटेड / PAWAN HANS LIMITED
(भारत सरकार का उपक्रम) / (A Govt. of India Enterprise)
प्रधान कार्यालय : सी-14, सेक्टर-1, नोएडा-201301 (उ.प्र.)
Corp. Office : C-14, Sector-1, Noide-201301 (U.P.)

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1. **LETTER OF APPLICATION**

(This should be furnished on the letterhead of the applicant)

Registered Business Name of the Consultant : -----

Registered Business Address of the Consultant : -----

Telephone

Fax

To,

GM Safety
Pawan Hans Ltd.
Corporate Office,
C-14, Sector-1, NOIDA (UP)
India - 201301,

Dear Sir,

We hereby forward information documents for the following services:

“Selection of software service provider for implementation of Software based SMS solution for Pawan Hans Ltd. as per ICAO Doc 9859, ICAO Annx 19, EASA and DGCA India guidelines”

We authorize Pawan Hans Ltd or its authorized representatives to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize any Public Official, Engineer, Bank Depository, manufacturer, distributor etc or any other person or firm to furnish pertinent information deemed necessary and requested by Pawan Hans Limited to verify statements and information provided in this application or regarding our competence and standing.

The name and position of person, who may be contracted for further information, if required, is as follows:

Name :
Designation :
Address :

We confirm compliance with all terms and conditions of the tender and declare that the statements made and information provided in the duly completed application are true and correct in every detail.

Date:

(Authorized Representative of Applicant)

Place:

2. INSTRUCTION TO THE AGENCY/BIDDERS

- 2.1 Please go through the enclosed Bid Documents before submission of bids.
- 2.2 Tender is hereby issued and the documents can be collected from the office of General Manager Safety, Pawan Hans Ltd., Corporate Office, C-14, Sector-1, NOIDA (UP) India 201301
- 2.3 Please ensure that all documents are submitted in English language.
- 2.4 Please ensure that the bids are submitted in a sealed envelope under 'Two Bid System' viz. (a) 'Technical Bid' and (b) 'Priced Bid'. The bidder in "Price Bid" should quote rates as per Proforma provided in the Tender.

2.5 Eligibility Criteria

- i) Bidder should be a reputed software service provider agency/ Organization/ Institution/ Professional Body having experience providing aviation software services for Safety Management Systems to two separate companies each having minimum fleet of 10 helicopters/10 aeroplanes OR airport operators (having at least 10 flights per day) for a period of three years as per ICAO Doc 9859, EASA, DGCA Guidelines to Pawan Hans Ltd
- ii) Annual Turnover of the Bidder should not be less than ₹ 1.00 crores (equivalent to 150000 USD) for the last 03 consecutive financial years (2017-18, 2018-19 & 2019-20) or Calendar years (2018, 2019 & 2020) duly certified by practicing/ authorized Chartered Accountancy firm. Equivalent turnover in any other currency is acceptable.
- iii) Net worth of the Bidder as on 31st March 2021/31st Dec 2020 should not be less than 40% of ₹ 1.00 Crore i.e. ₹ 40 Lakhs (equivalent to 60000 USD) to be duly certified by practicing/ authorized Chartered Accountancy firm. Equivalent Net Worth in any other currency is acceptable.
- 2.6 Please ensure that the "Technical Bid" contains the following:-
- 2.6.1 Details as per clause 4.2.1 of General Terms and Conditions i.e. Documentary evidence in respect of Consultancy work handled such as appointment letters, completion certificate, and description of work with details of key professionals who handled the work to be submitted. S. No. 8 Proforma No. 5 SMS Software Requirement/checklist to be submitted.
- 2.6.2 Details of Consultant's Key Professionals as per Proforma attached at S.No.7. CV of the Team Leader and Key Professionals to the proposed job is attached.
- 2.6.3 **EMD ₹ 60,000/- (Rupees Sixty Thousand) or USD 1000 or Euro 700** to be paid through RTGS or in the form of Bank Draft/Pay Order in favour "**Pawan Hans Ltd.**" Payable at Noida/ New Delhi. Bank Draft/Pay Order should reach the office of GM (Safety) by due date and time. The details for RTGS payment are as under:-

Name of the Account Holder: M/s Pawan Hans Limited
Bank Name : BANK OF BARODA
Branch Name & address: IBB Branch 1st Floor, Bank of Baroda
building, 16 Sansad Marg, New Delhi-110001 (India).
RTGS/SWIFT Code: BARBINBBOND
Type of Account: Current Account
Account No. : 06230200003679

Note : Bidders making RTGS/SWIFT payment towards EMD are advised to provide the copy of RTGS/SWIFT confirmation with Bank details on email address : cofs@pawanhans.co.in by 1100 hrs. (IST) on the tender due date.

NOTE

The Original Demand Draft towards EMD should reach to Office of General Manager Safety, Pawan Hans Ltd. on or before the Tender closing Date & Time. (Applicable in case amount for EMD not transferred by RTGS)

The bid security is required to protect Pawan Hans against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-4.9

2.6.4 Letter of Application as per Proforma attached at S.No.1.

2.7 Price Bid should clearly quote a fixed lumpsum amount in Rupees (Indian Currency) OR fixed lumpsum amount in USD. This amount shall be inclusive of all expenses for the scope of work including travel, accommodation, local transport expenses in India /abroad. GST will be borne by PHL. Other than the amount quoted in the priced bid, no other charge/expense/surcharge/additional amount will be payable. Please ensure that the 'Priced Bid' should be filled as per Format for Price Bid at clause 9 of the Instructions to Bidders. The Consultant shall submit the financial quote unconditionally. Conditional offer shall be considered non responsive and is liable to be rejected.

2.8 The bidders are requested to submit Technical Bid along with required & relevant documents and Priced Bid as per the Proforma provided at clause 8 of instructions to bidders in Tender.

2.9 An Authorized Representative of the Firm shall sign and stamp on all the pages of the proposal.

2.10 Note: Bidders are required to submit the following document in Physical Form in Technical Bid to the Office of General Manager Safety, Pawan Hans Ltd., C-14, Sector-1, Noida-201301.

1. Authorization letter in favor of person signing the bid (Clause 4.5) to be submitted by Tender closing date & time.

2. Original Copy of Unpriced Technical Bid (in physical form) by Tender closing date & Time

2.11 Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961):

Foreign bidders should invariably submit (along with their bid) the following particulars, which are required to be furnished by PHL to Income Tax Department for complying with the requirements for making remittances to non— residents as per Income Tax Act, 1961 (as amended from time to time)

- I. Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by PHL and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent?
- II. Whether by carrying on activities in relation to its engagement by PHL, the non-resident constitutes an Installation/Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence?
- III. If the non-resident has PE in India, whether the remittances to be made to him under his engagement by PHL are attributable to such PE?
- IV. If the remittances to be made to the non-resident under his engagement by PHL are attributable to a PE which it has, in India, what quantum of the profits resulting to the non-resident from his engagement by PHL, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?
- V. If no part of the remittances to be made to the non-resident under his engagement by PHL is attributable to a PE which it has in India, what are the reasons for the same?
- VI. Non-resident's complete address (not necessarily in India).
- VII. If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?
- VIII. Country of tax residence of the non—resident supported by a Tax Residency Certificate (TRC) issued by the Government of Country or specified territory to the effect that the person named therein is a resident of that country or specified territory.
- IX. In accordance with Rule 21AB of the Income—tax Rules, 1962, along with the TRC, the non-resident shall also furnish the requisite information in the prescribed Form '10F' which is enclosed as Appendix -1.

X. If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to PHL within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to PHL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.

XI. Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.

XII. Non—resident's e—mail address.

XII-A Name of Contact Person

XIII. Non—resident's phone number with International Dialling code.

XIV. Whether the non—resident is constituted as a company, a partnership firm, or any other form of business organization,

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non--resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars along with full details.

Bidders should note that any delay in submission of TRC/PE information within the specified time may lead to the Income Tax Department directing PHL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

Foreign bidders: Foreign bidders providing services from outside India who do not have any fixed place of business or residence in India, should not quote Goods and Service Tax. Such bidder must submit an undertaking to the effect that they do not have any fixed place of business or residence in India. In such cases, Goods and Service Tax, as applicable, shall be loaded to their bid as per applicable rates for price evaluation and comparison purpose.

3. SCOPE OF WORK

SMS Software program complying with ICAO Doc 9859, ICAO Annx 19, EASA and IOSA regulatory guidelines and Indian Regulatory Requirements comprising of the following:

- Safety Policy and Objectives
- Safety Risk Management
- Safety Assurance
- Safety Promotion

The system should be well equipped with features and content delivery system that combines various services, making them an integrated unit and support access to minimum 200 users anytime and anywhere equipped with an Internet connection for 44 helicopters.

The technology to be used to develop the program should ensure that downloading is fast, operation is hassle free with easy maintenance and above all, a highly user friendly application Documentation and reports. The system should have provision for keeping back-up data in suitable media and format from day one in a regular manner, study user behaviors and periodic feedback to continuously evolve the site to make it user friendlier in the light of user feedback. The user friendliness and ease of use should be the key features of this application. Interaction Design should address the process of creating a clear, user friendly and logical navigation system.

The system will have link access from existing PHL website or PHL intranet.

The software should provide the following requirements of PHL:

- Hazard Reporting, Risk Assessment & Analysis
- Program customization as per PHL
- SMS Training modules for all levels of SMS users.
- Feedback & Reminders for Audits NC's, hazard reporting & Training requirements
- Audit Management Capabilities for Internal, External & Regulatory Agency Audit
- Access level customization for different roles
- Support for hoisting PHL Safety Bulletins, Manuals, Circulars & Policies
- Help & Support modules for all level of users
- Safety statistics dashboard for senior management
- Safety communication to all levels of employees on SMS activities

Additional requirements:

- Legacy data management support is desirable
- Mobile App availability is desirable
- Overall regulatory compliance status and forthcoming deadlines such as Aircraft C of A validity, Crews licenses, AOC validity is desirable.
- ERP preparedness and response review within the organization

System & QA Testing Guidelines

1. Verify the interacting modules
2. Fulfill PHL's functional requirements
3. Human interface works as intended
4. All processing within constraints

5. All modules should be compatible, and upon failure degrade gracefully
6. Have sufficient procedures to provide disaster recovery
7. All operations procedures for the system are useful and complete

4. GENERAL TERMS & CONDITIONS

The vendor should provide 24x7 uninterrupted services, including Sundays and public holidays.

Least Cost Selection (LCS) method set out in the Bidders Guidelines would be followed to select the firms.

4.1 VALIDITY OF BIDS

Bids must be valid for **90 days** from the last date for submission of technical bids.

4.2. SUBMISSION OF BIDS

The bidder are requested to submit their bids in physical form in a sealed envelope under 'Two Bid System' viz. (a) 'Unpriced Bid' and (b) 'Priced Bid' before closing date & time. Technical Bid (Unpriced Bid) and Price Bid should be enclosed in separate sealed envelopes marked as "Unpriced Bid – Tender PHL/CO/SAFETY/SMS/6002" and "Price Bid – Tender PHL/CO/SAFETY/ SMS/ 6002" respectively.

Both above envelopes should be enclosed in a single (large) envelope sealed and marked as "Bid – Tender PHL/CO/SAFETY/SMS/6002" and submitted to PHL within due date and time.

Authorized representative of Bidder must sign/initial the bid in original (in blue ink, no photocopies or fax copies), otherwise the bid may be rejected.

The "Bid" should contain the following:-

4.2.1. "Technical Bid/ Unpriced Bid"

4.2.2. The Technical Bid should provide the following information failing which the Proposal shall be summarily rejected. :-

- a. Experience of the Firm with respect to similar audits in Aviation. Documentary evidence such as appointment letters, completion certificate, description of the work and details of key professionals who handled the work to be submitted.
- b. Availability of Professionals manpower in Proforma attached at S.No.7 - Key Personnel to be assigned for the proposed job in a dedicated way with regular interaction for the assignment. Proposed team structure to be depicted. Team Leader (Qualification & Experience) and Other Professionals. CV of the Team Leader and Key Professionals duly signed by them should be attached.
- d. Consultant's Resources (Domestic & Global) -

A detailed description of technical resources and Quality Management systems of the Bidder would be required to be enclosed with the Bid.

4.2.4 Proforma Tender Letter attached at S.No.1.

4.2.5 The Technical Bid, if reflects financial proposal or accompanies financial proposal, the Bid shall be summarily rejected. A separate Price Bid shall be submitted by the Bidder.

4.2.6 Authorization letter in favor of person signing the bid (Clause 4.5).

4.2.7 Signed Integrity Pact, if required.

4.2.8 'Priced Bid'

4.2.8.1 The Bidder is required to quote a lump sum charges/fees inclusive of all expenses and taxes excluding GST as per Proforma attached at S.No.9.

4.2.8.2 The Bidder shall in no way deviate from the Technical requirements. In case the above information is found to be incorrect later on after opening of price bids then their bids will be rejected and the bidder will be debarred for next three years.

An Authorized Representative of the Firm shall sign and stamp on all the pages of the proposal.

4.3 EVALUATION OF BIDS AND SELECTION PROCEDURE

A single-stage procedure shall be adopted in evaluating the proposals. Only those Consultants/Bidders qualifying in technical proposal will be eligible for financial evaluation.

After checking responsiveness of the Technical proposal in terms of having provided the requisite data, relevant experience documents and information etc, authorization letter, the Technical Proposals shall be evaluated as per Evaluation Criteria as mentioned in the Proforma attached at S.No.7.

After evaluation of Technical Bid, Price Bid of the Technically Qualified Bidders would be opened on the date and time of opening of technically qualified bidders will be informed later on. The Price Bid of the Lowest Bidder shall be finally selected.

4.4 LANGUAGE

Tender papers shall be filled complete in all respect and shall be submitted together with requisite information and Annexures. It shall be completed and free from any ambiguity, change of inter-lineation. Any corrections should be countersigned. The bid and any annotation or accompanying documentation shall be in English language only.

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

4.5 LEGAL CONSTITUTION

Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his authority to bind the bidder. The

power of attorney of authorization or any other document constituting adequate proof of the authority of the signatory to bind the bidder shall be annexed to the tender. Pawan Hans may reject outright any tender unsupported by adequate proof of the signatory's authority.

4.6 The bid shall be submitted by the Bidder directly under his letter head.

4.7. FAX /E.MAIL OFFERS

Fax and e-mail offers will not be considered.

4.8. ANY CHANGE IN THE FORMAT

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

4.9 MODIFICATION OF BID AFTER CLOSING DATE

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

4.10 BID VALIDITY EXTENSION

Pawan Hans shall have right for extension(s) of Bid validity at its sole discretion. In case a bidder/s does not agree to the extension(s), the bid bond would be returned to that bidder/s.

4.11 DATE OF BID SUBMISSION AND OPENING OF BIDS

Bidders must adhere to the time schedule mentioned for submission of Bids.

4.12 RATES

The rates quoted by the bidder must be firm and fixed, without any qualification and should be inclusive of all expenses towards traveling, boarding, lodging, taxes, levies, duties, costs etc. leviable including personal tax liabilities of the Bidder excluding GST. The bidders shall, therefore, confirm this aspect in their bid categorically. Income Tax, as applicable in India, will be borne by the Bidder.

4.13 CORRUPT AND FRAUDULENT PRACTICES

Pawan Hans requires that bidders / contractors observe the highest standard of ethics during the execution of contract. In pursuance of this policy, the Employer:

- a. Defines, for the purposes of this provision, the terms set forth below as follows :
 - i. 'Corrupt Practice' means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

- b. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question :
- c. Will declare a firm ineligible and put on holiday, either indefinitely or a for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract

4.15 INTEGRITY PACT

Not Applicable

4.16 COMMENTS AND OBLIGATIONS OF THE 'COUNTERPARTY'

- a. The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue / unlawful benefit to anyone to gain undue advantage in dealing with Pawan Hans.
- b. The Counterparty will not engage in collusion of any kind including price fixation etc. with other counterparts.
- c. The counterparty will not pass Pawan Hans confidential information to any third party unless specifically authorized by Pawan Hans in writing.
- d. The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e. If it received any demand, directly or indirectly, for bribe/ favour or any illegal gratification/ payment / benefit;
- f. If it comes to know of any unethical or illegal payment / benefit;
- g. If it makes any payment to any Pawan Hans associate.
- h. The Counterparty shall not make any false or misleading allegations against Pawan Hans or its associates.

4.17 VIOLATIONS AND CONSEQUENCES

- a. If a counterparty commits a violation of its commitments and obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit / Bid Security, would be forfeited and in addition, they may be blacklisted from the Pawan Hans business in future.
- b. In case of violation of the Integrity Pact by Counterparty after award of the Contract, Pawan Hans shall be entitled to terminate the Contract. Pawan Hans would forfeit the security deposits, encash the bank guarantee(s) and other payments payable to counterparty in such cases.
- c. Pawan Hans may ban / blacklist/ put on holiday and exclude the counterparty from future dealing until Pawan Hans is satisfied that the counterparty shall not commit any such violation in future.
- d. In addition to above, Pawan Hans reserve its right to initiate criminal proceedings against the violating counterparty, if the allegations by

counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

e. The counterparty will be entitled to claim if the above (d) is found incorrect.

4.18 ARBITRATION

If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, PHL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, PHL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.

4.19 ISSUE OF APPOINTMENT LETTER

The Letter of Appointment of Consultant shall be issued which would cover all the Tender conditions as given in the Tender document. Acceptance to the Appointment Letter shall be immediately (within 48 hours) given by the shortlisted consultant.

4.20 STANDARD CLAUSES OF LETTER OF APPOINTMENT/CONTRACT

The following standard clauses would be included in the formal Letter of Appointment

4.20.1 CONFIDENTIALITY

Consultant shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence for all information relating to the work and shall not, unless so authorized in writing by PHL, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Consultant or its personnel or agents.

4.20.2 EXECUTION OF ITS ASSIGNMENT

For the execution of its assignment, the Consultant will establish a team of qualified individuals from appropriate specialty areas within the organization **and train them accordingly**. It is understood and agreed by the Consultant that the Consultant shall be solely and exclusively responsible to PHL for all acts of its team of individuals, affiliates and subsidiaries.

4.20.3 ACCESS

PHL agrees to provide to the Consultant the information requested by the Consultant and considered reasonable, appropriate, proper and necessary by the Parties for the purpose of the Engagement. In performing its services hereunder the Consultant shall be entitled to rely upon and assume the accuracy and completeness of all information

that is publicly available and of all information that has been furnished to the Consultant (or its affiliates or subsidiaries) by PHL or its authorized representative(s).

It is clearly understood, however, that the Consultant shall exercise its professional judgment in the assessment and use of such information. Further, in assessing this information, the Consultant would act in line with the standards PHL would expect from an experienced Consultant eligible to opine/advice on Risk management related matters.

4.20.4 DURATION OF CONTRACT

The duration of the Contract shall be three years from the date of award of contract, unless terminated by either party by giving **30 days'** notice without prejudice to the rights and obligations of the parties up to date of notice of termination.

4.20.5 Force Majeure

If by Force Majeure any party is rendered unable wholly or in part to carry out its obligations under this Tender or is delayed in carrying out its obligations under this agreement such party shall as soon as possible and in any event not later than 24 hours after the date of commencement of such force majeure give written notice thereof to the other party stating the nature, date of commencement, effect and expected duration of such Force Majeure. All obligations of the parties hereunder including the obligations to pay money in respect for the said period shall be suspended during the continuance of such Force Majeure. The party claiming Force Majeure shall use due diligence to remove the effects of such Force Majeure at earliest possible. The party claiming Force Majeure shall use its best endeavor to carry out during the period this Agreement is suspended, any obligation not affected by such Force Majeure subject to Agreement between the parties as to reasonable terms and conditions under which any such obligations may be carried out. If Force Majeure is expected to continue for more than 07 days, the Pawan Hans may terminate the appointment by giving at least 02 days written notice to other party.

4.20.6 Termination Clause

Pawan Hans shall have right to Terminate appointment at any stage and shall not be bound to pay any amount for any job done till successful completion of the assignment.

4.20.7 Duties & taxes

All taxes, duties, levies, fees, charges, costs etc. excluding GST shall be borne by the Bidder.

4.20.8 Performance Bond

The EMD of successful bidder (to whom order is given by Pawan Hans) shall be retained as Performance Bond / guarantee up to a date thirty (30) days beyond the last date of the works and acceptance of report by PHL / expiry of contract whichever is later. In the event of the Bidder failing to honour any of the commitments entered into this agreement and/or in respect of any amount due from Bidder to Pawan Hans, Pawan Hans shall have the unconditional option to invoke the said guarantee and retain the amount.

4.21 Pawan Hans shall have the right to accept/reject or prefer any Bid without assigning any reason whatsoever including rejecting the lowest quoted bid.

4.22 Pawan Hans shall not entertain any third party involvement in the contract nor any commission/brokerage shall be allowed to be paid to any third party whether within or outside India.

4.23 **Conflict of Interest**

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client and shall be excluded from any other service related to the assignment other than a continuation of the "Services". It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer.

4.24 All information would be made available to all short listed consultants together.

4.25 **Professional Liability.**

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the employer will be governed by the applicable law. They should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the employer would in no case be limited to less than the total payments expected to be made under the consultant's contract, and (c) any such limitation may deal only with the consultant's liability toward the employer and not with the consultant's liability toward third parties.

4.26 **Staff Substitution**

During an assignment, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the consultant), the consultant shall propose other staff of at least the same level of qualifications and experience for approval by the Employer.

4.27 **Standards of ethics**

The consultants should observe the highest standard of ethics during the selection and execution of such contracts.

4.28 **Monitoring of the Contract:**

Pawan Hans after appointment of the consultant throughout in the execution process shall be monitoring the progress of the assignment.

5. SPECIAL TERMS AND CONDITIONS

5.1 Payment Schedule

- 5.1.1 On receipt of letter of award by PHL, the bidder shall submit invoice(s) in triplicate prepared in the name of General Manager Safety, CO of PHL for advance payment of initial set up cost. Initial set up cost will be released by PHL within one week of receipt of invoices.
- 5.1.2 Shortlisted agency will depute team or set up the software to Corporate Office PHL or set up the software from remote location and complete training of upto 15 trainees of PHL for running the software.
- 5.1.3 Subscription charges will be paid in advance on monthly, quarterly OR annual bases.
- 5.1.4 Income tax or any other applicable tax deductions will also be made as per rules prevailing. In addition to the income tax, any other taxes and duties will be as per the instructions given in BEC (Commercial) will also be deducted.
- 5.1.5 All payments will be made through E-payment (i.e. RTGS / NEFT / ECS). The contractor shall provide necessary details like Account number, Bank name, Bank address, Bank code, RTGS / IFSC, MICR code, TAN & TIN numbers etc along with invoices / bills.

5.2 SCHEDULE OF COMPLETION OF ASSIGNMENT

Initial set up of the software will be completed within 30 days of receipt of advance payment by PHL.

5.3 INTERNAL RESOURCE CO-ORDINATOR

General Manager Safety PHL would endeavor to provide all available information, co-ordinate meetings with the Company officials and interact with agency on regular basis, as required by shortlisted agency for completion of the project/assignment.

5.4 GENERAL

- (i) Any information/document furnished by Pawan Hans and the report submitted by the Consultant would be treated in strict confidence and not utilized for any other purpose / client and shall be returned back after study.
- (ii) If required, the Consultant will arrange to make separate presentations to the Company at any of its office/base in India (including to the board, if required) at any time but not later than 90 days of the presentation of final report.

6. EVALUATION OF TECHNICAL BID (REFER PARA 4.3 OF GENERAL TERMS AND CONDITIONS)

A.1 VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

- A1.1 The bid must only be from specialist consulting agencies that have experience in providing similar type of SMS programs of other aviation organizations.

- A.1.2 Bidders are required to confirm their unconditional compliance to the requirement of entire bidding documents. Bidders are advised not to take any exception/ deviations to the bid document.

B. REJECTION CRITERIA

B.1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

B.1.1 Only the bidders who quote for the complete scope of Work / supply as indicated in the Bidding documents, addendum (if any) and any subsequent information given to the bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the bidding document.

B.1.2 The bidder should submit clause wise compliance to all the points under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Scope of Work, specifications and special terms & conditions. Claim of compliances shall be supported by cross-reference to supporting documents/ published literature and it shall be mentioned in the "cross reference" column of the evaluation matrix.

Evaluation will be carried out on the available information in the bid, and bids not fulfilling the BEC (Techno-Commercial Bid) will not be considered further.

The format of Compliance statement shall be cited in the BEC Matrix (Techno Commercial) given below.

B.1.3 Experience & capability of the bidder

The bidder should be a specialist agency having experience in providing SMS software to other aviation organizations. The bidder has to submit details of organizations to which it has provided such software in last three years.

- a) The bid must only be from agencies as mentioned in Tender clause 2.5
- b) The bidder must furnish list of the aviation SMS software provided by them in last three years as per clause 2.5 along with details in the proforma given at clause 8 Performa - 4. PHL reserves the right of directly contacting the reference to verify the bidder's claim. The claim shall be supported by necessary documentary evidence (copy of order/contract etc.) in respect of the aviation software.

B.2 COMMERCIAL REJECTION CRITERIA

The following commercial conditions should be strictly complied with, failing which the bid will be rejected.

Offers of following kinds will also be rejected:

- a) Fax/ E-mail / photo copy offers.
- b) Offers which do not confirm unconditional validity of bid for 90 days from the date of opening of bid.

- c) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- d) Offers which do not confirm to PHL's price schedule (Price Bid) format at clause - 8 of the Bid Document.
- e) Offers which do not confirm to the delivery/completion period indicated in the bid document.

C. DUTIES AND TAXES

The lump sum price is inclusive of all duties, taxes, Service taxes and levies/VAT/ work contract tax etc as may be applicable. The bidders are requested to ascertain themselves the prevailing rates of applicable taxes and duties before the submission of price bids/revised price bids (if any) and PHL would not undertake any responsibility in this regard.

Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-CONTRACTOR's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable.

D. Base Price Definition:

Total lump sum amount including taxes and levies excluding GST quoted for the entire scope of work as per Bidding Documents including addendum (s), if any, shall be taken as a base price for the purpose of evaluation.

E. GENERAL

- I. Discount: Bidder's are advised not to indicate any separate discount.

Discount if any, should be merged with the quoted prices. Discount of any type indicated separately, will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, PHL shall avail such discount at the time of award of contract.

- II. PHL reserves the right to accept / reject any offer on technical / commercial grounds without assigning any reasons.

- III. Any other point, which may arise at the time of evaluation, will be decided by PHL for assessment of the bids.

- IV. Evaluation of the bids will be carried out strictly as per the Bid Evaluation Criteria. Bidders are advised to state compliances to these clauses explicitly, substantiated by documentary evidences as required.

- V. Bidder shall not make any alterations / changes in the bid after the closing time and date of the bid. Unsolicited correspondences from the bidder will not be considered.

7. BID EVALUATION CRITERIA (BEC) MATRIX
(Techno-Commercial Bid)

Clause No.	BEC Clauses and Special Terms & Conditions	Bidder's Confirmation		
		Complied (Yes/No)	Cross Reference Details	Remarks
A. Vital criteria for acceptance of bids:				
A.1	The bid must only be from reputed software service provider Agency / Organization / Institution/ Professional Body having minimum 3 years experience in providing SMS software as per ICAO Doc 9859, EASA, DGCA guidelines to two separate companies each having minimum fleet of 10 helicopters/10 aeroplanes OR Airports handling at least 10 flights per day			
A.2	Bidders are required to confirm their unconditional compliance to the requirement of entire bidding documents. Bidders are advised not to take any exception/ deviations to the bid document.			
A-3	Annual Turnover of the bidder (Para 2.5 – ii) certified by practicing / authorized Chartered Accountancy Firm			
A-4	Net worth of the bidder (Para 2.5 – iii) certified by practicing / authorized Chartered Accountancy Firm.			
B.				
B.1.0	Technical Criteria			
B.1.1	Only the bidders who quote for the complete scope of Work / supply as indicated in the Bidding documents, addendum (if any) and any subsequent information given to the bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the bidding document.			
B.1.2	The bidder should submit clause wise compliance to all the points under all the sections/chapters of the Bidding Criteria (BEC), Scope of Work, Technical specifications and special terms & conditions. Claim of compliances shall be supported by cross-reference to supporting documents/ published literature and it shall be mentioned in the "cross reference" column of the evaluation matrix. Evaluation will be carried out on the available information in the bid, and bids not fulfilling the BEC will not be considered further.			
B.1.3	EXPERIENCE AND CAPABILITY OF THE BIDDER			
A	The bidder must furnish list of the SMS software provided by them in last three years as per clause 2.5 along with details in the Proforma given at Clause 7.			
B.2	COMMERCIAL CRITERIA			

1	The following commercial conditions should be strictly complied with failing which the bid will be rejected.			
2	Offers of following kinds will also be rejected:			
3	a) Fax/ E-Mail / photo copy offers.			
4	b) Offers which do not confirm unconditional validity of bid for 90 days from the date of opening of bid.			
5	c) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.			
6	d) Offers which do not confirm to completion period of 45 days as indicated in bid document.			
7	e) Offers which do not confirm to PHL's price schedule (Price Bid) format.			
8	f) Offers which do not meet Commercial Eligibility Criteria as per Clause 2.5			
C	Duties & taxes			
	The lump sum price is exclusive of travel, boarding, lodging, taxes, levies, duties etc, leviable including personal tax liabilities of the bidder excluding GST.			
	Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-CONTRACTOR's arising out of this contract. Bidder shall also bear, within the quoted rates, the Travel, accommodation or local transport expenses while on visit to three Regions and five main bases specified in the Tender			
D	Foreign bidders documents as per clause 2.11 of Tender submitted ?			
E	Indian Tax liabilities to be borne by bidder agreed / not agreed ?			
F	Base Price Definition :-			
	Total lump sum amount including taxes and levies quoted for the entire scope of work as per Bidding Documents including addendum (s), if any, shall be taken as a base price for the purpose of evaluation.			
G	General :-			
I	Discount: Bidder's are advised not to indicate any separate discount. Discount if any, should be merged with the quoted prices. Discount of any type indicated separately, will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, PHL shall avail such discount at the time of award of contract.			

II	PHL reserves the right to accept / reject any offer on technical / commercial grounds without assigning any reasons.			
III	Any other point, which may arise at the time of evaluation, will be decided by PHL for assessment of the bids.			
IV	Evaluation of the bids will be carried out strictly as per the Bid Evaluation Criteria. Bidders are advised to state compliances to these clauses explicitly, substantiated by documentary evidences as required.			
V	Bidder shall not make any alterations / changes in the bid after the closing time and date of the bid. Unsolicited correspondences from the bidder will not be considered.			

8. DETAILS OF BIDDER

Proforma – 1

Bidder's Identification Data

I IN CASE OF INDIVIDUAL

- i) Name of Business
- ii) Name of Owner
- iii) Whether his business is registered.
- iv) Date of Commencement of Business
- v) Address

II. IN CASE OF PARTNERSHIP

- (i) Name of Partners.
- (ii) Reference of Partnerships Registration
- (iii) Date of Establishment of Firm
- (iv) Copies of partnership deed, if any.
- (v) Name of Registered Company with Reg. No.

III) IN CASE OF COMPANY LIMITED BY SHARES.

- i. Amount of paid-up capital
- ii. Name of Directors
- iii. Date of Registration of company
- iv. Certified copies of Memorandum and Articles of Association of Company.

Signature of authorized
Representative of Bidder

Proforma - 2

KEY PERSON / TEAM LEADER DETAILS

Name of the SMS Software Firm:

S No	Name of the Team Leader and key Professionals (to be supported with CV as specified)	Educational Qualification	No and brief detail of Projects/assignments handled for providing SMS software services	Experience in Aviation i.e. Airline/Airport / Helicopter Industry
1	2	3	4	5

Proforma - 3

Experience Details

S.	Clause	Documentary Proof	Attached (Y/N)
1	Bidder shall demonstrate their three years experience in providing similar type of software to other aviation organizations.	Attach documents	
2	Complete detail of team members including Experience of Key Personnel (Team Leader & other key staff) to be assigned to the program the by the bidder qualifications	Resume of the proposed team Members.	
3	Bidders are required to confirm the acceptance to the entire scope of work after clear understanding of PHL's requirements.	Undertaking by the Bidder	

Proforma -4

Details of Aviation Organizations to whom SMS Software has been provided in last three years

Sl. No	Description of aviation organization to whom software has been provided along with Name & Address of Customer	Scope of work	Order / Contract Reference	Commencement and completion Date

Performa – 5

SMS Software Requirement/checklist

Functional Area	Description	Bidder Comments
System Requirements	Individual accounts for at least 200 users with option to increase no.	
	System to support 50 aircrafts operating at 20 different locations in India	
	Provision to report operational, maintenance occurrences and incidents, corrective actions, records & follow up with risk assessment.	
	Provision to enter internal, external audit findings, corrective actions, records & follow up with risk assessment.	
	Provision to report operational Hazards and voluntary confidential reports	
	Provision for risk assessment by the reporter	
	Provision for Risk assessment by Safety Team	
	Task assignment to HoDs or Post Holders or any employee for ATR on operational & maintenance occurrences, incidents	
	Provision to update corrective action with document evidence, including pics	
	Provision for view of follow up by reporter, other stake holders	
	Provision for Program Customization to	

	PHL requirements, if necessary	
	SMS Training Modules Initial/Recurrent	
	SMS Advance Course availability	
	Flight Risk Analysis Tool & Ground Risk Analysis Tool	
Safety Performance Monitoring	Provision to generate performance reports, trend analysis reports for hazard category wise, aircraft wise, base wise, Top Safety Issues etc	
Records	Provision for maintaining Hazard Log (as per ICAO, PHL formats), Incident, Occurrences data as per ECCAIRS, CICTT formats	
Usage	Mobile App availability	
	Laptop/desktop requirements	
Reminders, alerts & feedbacks	Non-conformities closure alert	
	Training alerts	
Data Storage location	With vendor	
	With PHL	
Safety communication	By mail, Read & sign	
Help & support	At all levels by videos or online	
Safety Policy, Manuals storage	Locker for bulletins, circulars	
Statistic dashboard	For senior management	
Clients in India or abroad		

9. FORMAT OF PRICE BID

To be submitted with "Priced Bid"

(to be submitted in a separate sealed envelope)

PAWAN HANS LIMITED

TENDER DOCUMENTS FOR LIMITED TENDER FOR SELECTION OF A REPUTED DOMAIN EXPERT /AGENCY FOR PROVIDING SMS SOFTWARE to PAWAN HANS LTD

Tender No. PHL/CO/SAFETY/SMS/6002

FIXED AND FIRM RATES TO BE SUBMITTED

Bidder Name : _____

S.No	Description	Currency	Total Price
1.	Initial set up cost (inclusive of all expenses towards traveling, boarding, lodging, taxes, levies, duties, costs etc. leviable including personal tax liabilities of the Bidder but excluding GST)		
2.	Annual Subscription Charges		
	Total Cost for three Years		

Note: If the bidder does not want to provide the Permanent Account Number (PAN) issued by Indian Income Tax Authorities and / or TRC & Form 10 F, the consequential financial impact of withholding tax, if any, will be factored in the evaluation.

FORM NO. 10F

(See sub-rule (1) of rule 21 AB)

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I*son/daughter of Shri In the capacity of (designation) do provide the following information relevant to the previous year*in my case/in the case of for the purpose of sub-section (5) of *section 90/section 90A :-

S.No.	Nature of Information	:	Details
(i)	Status (individual, company, firm etc. of the Assessee	:	
(ii)	Permanent Account Number	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case others)	:	
(iv)	Assessee's tax identification number in the country of specified territory of residence and if there is no such number, then a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the 59 Assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the Assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of 90A from the Government of (name of country) or specified territory outside India)

Signature.....
 Name.....
 Address.....
 Permanent Account No.....

END OF DOCUMENT