



E-Tender No.:A/c-GT/JFI/69/2025-846,

Ranchi /Dated:-25.09.2026

### **e-GLOBAL SHORT TENDER NOTICE**

Offers under **TWO BID SYSTEM** are hereby invited by Jharkhand Flying Institute (JFI) from Aircraft Manufacturers/ Authorized Distributor of Manufacturers/Authorized Vendors for purchase of **Brand-New Two-Seater / Four-Seater Trainee Aircraft in 1st Phase, initially 04 aircraft for training purpose. The JFI plan is to purchase 15 aircraft in different phases subject to the requirement of JFI in different schedule** for its Flying Training Organization. Desired specifications of the Aircraft are appended below:

1. The aircraft shall be designed to EASA / FAA specifications and type certified by EASA / FAA.
  2. The aircraft should be a robust, preferably all-metal / advanced composite (carbon-fiber) construction trainer aircraft, with fixed tricycle steerable nose gear.
  3. **Mandatory technical specification are as follows:**
    - a) Range of BHP- Range of BHP according to approved Type Certificate between 180 to 200 BHP.
    - b) Seating Capacity- Side by Side 2 seating or may be up to 4 seating.
    - c) Controls- Dual Controls.
    - d) Engine- Air Cooled 4 stroke piston engine certified for 100LL Aviation Gasoline and /or Jet A1 Aviation Turbine Fuel.
    - e) Cruise Speed- Between 90 to 120 kts.
    - f) Aircraft Design- All metal or advance composite (Carbon Fiber). Preference will be given to all metal construction.
    - g) All up weight- Up to 1500 kg.
    - h) No Rotax Engine is accepted.
  4. The aircraft should have advanced dual Garmin G500TXi / Equivalent glass cockpit with color flight, navigation, and engine displays; available in two numbers of independent nav/comm configurations dedicated to each pilot for VFR / IFR / Night Flying along with active ADS-BOut mode and data card for FDR.
  5. The aircraft shall be equipped with maintenance-free Lithium-Ion battery approved for the purpose. If the same is not pre-installed, a written provision from the OEM in the form of STC and battery fitment before aircraft delivery may be considered.
  6. The propeller should be of constant speed, hydraulic pitch/ variable pitch control is acceptable.
  7. The aircraft should preferably be GAGAN equipped and 5G Band enabled at the time of delivery. No provision of STC / Post Delivery upgrade is acceptable.
  8. There should be TCDS Letter of Type Acceptance issued by DGCA i.r.o. the aircraft& engine before delivery.
  9. The vendor/manufacturer shall supply soft copies along with 2 sets of hard copies of the **Flight Manual, Maintenance Manual**.
  10. The Bidders must submit the Company Profile and an authorization order issued by OEM. No Consortium Proposal is accepted.
  11. The manufacturer/vendor shall provide training/familiarization, free of cost to at least two pilots and two AMEs of JFI. The successful bidder shall bear the expenses of travel, boarding and lodging.
  12. The vendor / manufacturer shall supply all weather covers of aircraft and at least two sets of GSE/GHE along with the aircraft.
1. Bidder has to deposit Rs. 10,00,000.00 EMD and In addition, bidder has to submit the tender fee of Rs 10,000/- (Rupees Ten Thousand only) online only on the portal

**www.jharkhandaviation.in**. Other terms and conditions and technical parameters required for purchase of Aircraft are specified in the Detailed Tender Document.

2. Tender Document can be downloaded from the website **www.jharkhandtenders.gov.in** or **www.jharkhandaviation.in**. The bidders have to submit their bids online through e-tendering mode only at **www.jharkhandtenders.gov.in**
3. Last date and time of submission of bid online at **www.jharkhandtenders.gov.in** is as per the schedule of events mentioned below. The bidders need not send the hard copies of their bid documents.
  - a) E-Tenders will be opened in the office chamber of The Managing Director, Jharkhand Flying institute, State Hangar, B M Airport Road, Hinoo, Ranchi as per the schedule of events mentioned below by a committee duly constituted by JFI. If intervened by a holiday, bids will be received/opened at the same time on next working day.
  - b) Only the Technical Bids shall be opened on the date mentioned below for scrutiny of the bid documents and technical data etc. The schedule of events for different activities is given below:

| <b>Schedule of Events:</b> |                                                         |                                                |
|----------------------------|---------------------------------------------------------|------------------------------------------------|
| <b>DETAIL OF EVENTS</b>    |                                                         | <b>DATE</b>                                    |
| i.                         | Publish of tender on the website and download of tender | 25/09/2026; 06:00 PM                           |
| ii.                        | Start of bid submission                                 | 25/09/2026; 06:00 PM                           |
| iii.                       | Last date of Bid submission                             | 08/10/2026; 03:30 PM                           |
| iv.                        | Technical bid opening                                   | 09/10/2026; 03:30 PM                           |
| v.                         | Opening of Financial Bid                                | To be notified later                           |
| vi.                        | Award of agreement                                      | To be notified later                           |
| vii.                       | Delivery of Aircraft                                    | Within 6 months from the award of the contract |

However, if Technical Bid of any bidder is found incomplete, not supported by requisite EMD and/or required documents or deficient of any technical parameters as specified in the Detailed Tender Document, their Financial Bid shall not be opened.

4. Bidders are requested to check **www.jharkhandtenders.gov.in** or the official website of Jharkhand Flying Institute **www.jharkhandaviation.in** on a regular basis for updates.
5. Jharkhand Flying Institute, Govt. of Jharkhand reserves the right to cancel or modify any of the above conditions or cancel any or all tender terms without assigning any reasons.

**Sd/-**

**Capt. S.P. Sinha**

Managing Director  
Jharkhand Flying Institute



## **INVITATION OF BID (IOB)**

E-tenders under **TWO BID SYSTEM** are hereby invited by Jharkhand Flying Institute from Aircraft Manufacturers/ Authorized Distributor of Manufacturers/Authorized Vendors for purchase of **Brand-New Two-Seater / Four-Seater Trainee Aircraft in 1st Phase, initially 04 aircraft for training purpose. The JFI plan is to purchase 15 aircraft in different phases subject to the requirement of JFI in different schedule** for its Flying Training Organization. Details of the tender are given below:

1. **Tender No.:** A/c-GT/JFI/69/2025-846, , Ranchi, Dated:-25.09.2026
2. **Tender submission date & time:** All the tenders will be received online at **[www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in)** on or before the last date of bid submission.
3. **Period of Agreement:** The agreement period will be valid up to Jul 2028 for Delivery of Aircraft as agreed by the successful bidder.
4. **Delivery period:** Bidder will have to deliver the aircraft within the agreement period starting from the date of issue of Letter of Intent (LoI).
5. **Schedule of Events:**

| <b><u>Schedule of Events:</u></b> |                                                         |                                                |
|-----------------------------------|---------------------------------------------------------|------------------------------------------------|
| <b>DETAIL OF EVENTS</b>           |                                                         | <b>DATE</b>                                    |
| i.                                | Publish of tender on the website and download of tender | 25/09/2026; 06:00 PM                           |
| ii.                               | Start of bid submission                                 | 25/09/2026; 06:00 PM                           |
| iii.                              | Last date of Bid submission                             | 08/10/2026; 03:30 PM                           |
| iv.                               | Technical bid opening                                   | 09/10/2026; 03:30 PM                           |
| v.                                | Opening of Financial Bid                                | To be notified later                           |
| vi.                               | Award of agreement                                      | To be notified later                           |
| vii.                              | Delivery of Aircraft                                    | Within 6 months from the award of the contract |

**Note:** Any change in above mentioned dates will be duly notified in the website i.e. [www.jharkhandtenders.gov.in/](http://www.jharkhandtenders.gov.in/) [www.jharkhandaviation.in](http://www.jharkhandaviation.in) Hence bidders are requested to update themselves daily from the website mentioned above for any change in the tender document.

6. **Earnest Money Deposit (EMD):** Rs. 10,00,000.00 from any Nationalized or Scheduled Bank of India through the website i.e. [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in)
7. **Tender Bid Validity upto: 24months** from the tender opening.
8. **Performance Bank Guarantee:**
  - a) **Amount:** Initially, 5% of the total aircraft cost as per number of aircraft in first phase purchase order needs to be furnished by the successful bidder in the form of Bank Guarantee from any Nationalized or Scheduled Bank of India. The same will be released by JFI upon delivery of the aircraft at Ranchi. Thereafter, a lumpsum amount as agreed by both the parties will be computed, furnished by the successful bidder and retained by JFI as Bank Guarantee till the total agreement period i.e. Up to Jul

2028. The same process will be effective for further phase purchase orders.

**b) Correspondence Address:**

Capt. S P Sinha, Managing Director  
Jharkhand Flying Institute,  
State Hangar, B M Airport Road, Hinoo,  
Ranchi – 834 002, Jharkhand

**The tender will be governed by the Instructions to the Bidders as per Chapter-I, General Terms & Conditions as per Chapter-II and Standard Terms and Conditions (not all inclusive) placed at Chapter-III and Annexure-I, II and Schedule-I & II.**

“TWO BID SYSTEM” shall be followed for this Tender. Bidder should take due care to submit tenders in accordance with requirement **through online mode only. JHARKHAND FLYING INSTITUTE shall have the right to accept/reject or prefer any Bid without assigning any reason whatsoever including rejecting the lowest quoted bid.**

Yours faithfully,

**Sd/-**

**Capt. S.P. Sinha**

Managing Director  
Jharkhand Flying Institute

**INSTRUCTION TO THE BIDDERS**

1. Bidders to go through the enclosed Bid Documents before submission of bids.
2. Tender documents will be available for downloading from **<http://www.jharkhandtenders.gov.in>** or the official website of Jharkhand Flying Institute-**<http://www.jharkhandaviation.in>**.
3. **BEFORE SUBMISSION OF BIDS, THE BIDDERS SHOULD FREQUENTLY/ DAILY VISIT WEBSITE- <http://www.jharkhandtenders.gov.in> FOR FINAL AMENDMENTS, CLARIFICATIONS, UPDATES, IF ANY, WHICH WOULD FORM PART OF THE TENDER AND WHICH WOULD BE AVAILABLE AT THE SITE TILL THE LAST DAY OF BID SUBMISSION.**
4. Bidders to ensure that all documents are submitted in English language only.
5. Bidders to ensure that the **bids** are submitted online through [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in) under “Two Bid System” viz (a) **“Technical Bid”** and (b) **“Financial Bid”**.
6. **The bidder shall submit an undertaking confirming that a Solvency Certificate, issued by a Nationalized or Scheduled Bank of India, will be provided at the time of issuance of the Letter of Intent (LoI).**
7. **JHARKHAND FLYING INSTITUTE shall not be responsible if the documents are misplaced /delayed in transit and not received at the above office by the prescribed date and time.**

**GENERAL TERMS AND CONDITIONS**

1. **REQUIREMENT:** Purchase of **Brand-New Two-Seater / Four-Seater Trainee Aircraft in 1st Phase, initially 04 aircraft for training purpose. The JFI plan is to purchase 15 aircraft in different phases subject to the requirement of JFI in different schedule** for Jharkhand Flying Institute.

**Desired specifications of the Aircraft are as follows:**

1. The aircraft shall be designed to EASA / FAA specifications and type certified by EASA / FAA.
  2. The aircraft should be a robust, preferably all-metal / advanced composite (carbon-fiber) construction trainer aircraft, with fixed tricycle steerable nose gear.
  3. **Mandatory technical specification are as follows:**
    - a) Range of BHP- Range of BHP according to approved Type Certificate between 180 to 200 BHP.
    - b) Seating Capacity- Side by Side 2 seating or may be up to 4 seating.
    - c) Controls- Dual Controls.
    - d) Engine- Air Cooled 4 stroke piston engine certified for 100LL Aviation Gasoline and /or Jet A1 Aviation Turbine Fuel.
    - e) Cruise Speed- Between 90 to 120 kts.
    - f) Aircraft Design- All metal or advance composite (Carbon Fiber). Preference will be given to all metal construction.
    - g) All up weight - Up to 1500 kg.
    - h) No Rotax Engine is accepted
  4. The aircraft should have advanced dual Garmin G500TXi / Equivalent glass cockpit with color flight, navigation, and engine displays; available in two numbers of independent nav/comm configurations dedicated to each pilot for VFR / IFR / Night Flying along with active ADS-B Out mode and data card for FDR.
  5. The aircraft shall be equipped with maintenance-free Lithium-Ion battery approved for the purpose. If the same is not pre-installed, a written provision from the OEM in the form of STC and battery fitment before aircraft delivery may be considered.
  6. The propeller should be of constant speed, hydraulic / variable pitch control is acceptable.
  7. The aircraft should preferably be GAGAN equipped and 5G Band enabled at the time of delivery. No provision of STC / Post Delivery upgrade is acceptable.
  8. There should be TCDS Letter of Type Acceptance issued by DGCA i.r.o. the aircraft and engine before delivery.
  9. The vendor/manufacturer shall supply soft copies along with 2 sets of hard copies of the **Flight Manual, Maintenance Manual**.
  10. The Bidders must submit the Company Profile and an authorization order issued by OEM. No Consortium Proposal is accepted.
  11. The manufacturer/vendor shall provide training/familiarization, free of cost to at least two pilots and two AMEs of JFI. The successful bidder shall bear the expenses of travel, boarding and lodging.
  12. The vendor / manufacturer shall supply all weather covers of aircraft and at least two sets of GSE/GHE along with the aircraft.
2. **Period of Agreement:** The agreement period will be valid up to Jul 2028 for Delivery of Aircraft as agreed by the successful bidder.
  3. **Delivery period:** Bidder will have to deliver Aircraft within the purchase agreement period starting from the date of issue of Letter of Intent (LoI).

4. **REQUIREMENT OF BIDDER – TECHNICAL ELIGIBILITY CRITERIA:**  
Bidder should be Aircraft Manufacturer/ Authorized Distributor of Manufacturer/ Authorized vendor. A proof of authorized distributor / vendor certificate from the manufacturer must be endorsed in the name of the bidder / Authorized Distributor and Vendor must have the 02 years' experience in aviation services and their company should be registered in India.

5. **REJECTION CRITERIA:**

- (A) Non-submission of bid as per terms & conditions of this tender.
- (B) Bid not meeting the minimum financial criteria with regard to:
  - 1. Earnest Money Deposit(EMD)
  - 2. Tender Participation Fee
- (C) Undertaking confirming that a Solvency Certificate, issued by a Nationalized or Scheduled Bank of India, will be provided at the time of issuance of the Letter of Intent (LoI).
- (D) Unsigned, unstamped and absence of manufacture authorization bidder.
- (E) Bids having/seeking deviations from the tender.

**Note: All the requirements are to be met individually.**

6. **EVALUATION OF BIDS:**

- a. Bidder/Bid (Technical and Financial) should exceed the stipulated requirements as per “**Rejection Criteria**” as specified at **Para-5** above and also to meet the stipulated requirements as per “**Requirement of Bidder-Eligibility Criteria**” at **Para-4** above. The Aircraft offered by the bidder should also meet the technical & operational requirements as specified at **Para-1** above, thereafter the financial bids of shortlisted bidders would be evaluated. **Bidders whose Technical bids are found qualified, then only their financial bids shall be opened.**
- b. **Financial information to be submitted by bidders:**  
Solvency Certificate : 30% of the first phase purchase agreement value or more

**Note:**

- (a) The Solvency Certificate will be accepted **not older than twelve months** from the date of technical bid submission. **The bidder will have to submit Solvency Certificate from any Nationalized or Scheduled Bank of India at the time of LoI.** No consortium bid will be accepted.
- (i) The bidder must confirm in their **Technical Bid** that the Solvency limit specified in the certificate is equal to or more than 30% of the first phase purchase agreement value.

**Note: In case the above information is found to be incorrect after opening of financial bids, then their bids will be rejected, EMD seized and the bidder will be debarred for next three years.**

7. **SUBMISSION OF BIDS:**

The bidders are requested to submit their bid(s) under **two bid system** online at **www.jharkhandtender.gov.in**.

Each “**Bid**” should contain the following:

**“Technical Bid” containing the legible scanned copies of**

- a) Details of Company and aircraft being offered in context with eligibility criteria and desired specification details as per **Schedule-II** with supporting documents as mentioned herein.
- b) EMD & Tender Fee of the requisite value.
- c) Proforma Tender letter as per **Annexure-II**.
- d) **Undertaking** that they shall provide training/familiarization, free of cost to two number of pilots and two AMEs of JFI. The successful bidder shall bear the expenses of travel, boarding and lodging. Undertaking that import of aircraft; custom clearance, transportation to destination (Ranchi) from factory, and required DGCA Clearance shall be the responsibility of successful selected Bidder; excluding financial reimbursement.
- e) The bidder shall submit an undertaking confirming that a Solvency Certificate, issued by a Nationalized or Scheduled Bank of India, will be provided at the time of issuance of the Letter of Intent (LoI).
- f) Price Proforma with amount left blank
- g) Certificate from Statutory Auditor.
- h) Audit report of last 02 years

**“Financial Bid”**

BOQ duly filled in as per **Schedule -I** attached.

(All amounts/payment shall be made in Indian currency- Financial Bid should be in Indian Currency).

8. **NO CHANGE IN THE FORMAT ATTACHED:** The bidder should strictly adhere to the prescribed format so as to facilitate JHARKHAND FLYING INSTITUTE to consider and evaluate them properly. **Any change in the format may cause rejection of the bid.**
9. **MODIFICATION OF BID AFTER CLOSING DATE:** No modification and clarification will be entertained according to the Jharkhand Procurement of Goods and Services Manual.
10. **PRICES:** The prices quoted in Bid must be firm and final. Any modification to the offer after opening of the tender will not be considered. Prices quoted by the bidders must remain firm for the entire duration of agreement. Bidders must quote in **Indian Rupees** their prices/amounts in Financial Bid in accordance with the **Schedule-I**.
11. **EARNEST MONEY DEPOSIT(EMD)**
  - i) Rs. 10,00,000.00 from any Nationalized or Scheduled Bank of India through *the website i.e. [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in)*
  - ii) JHARKHAND FLYING INSTITUTE shall have an unqualified option to cause the successful bidder **to forfeit the EMD amount** in the event of following:
    - a) If the tender is withdrawn during the bid validity period or any extension there of agreed by the bidder.
    - b) If the tender is varied or modified in a manner not acceptable to JHARKHAND FLYING INSTITUTE during the validity or agreed extension of the validity or after issue of Letter of Intent (LoI) by JHARKHAND FLYING INSTITUTE and prior to signing of agreement.
    - c) If the successful bidder seeks modifications to the agreed terms and conditions.
    - d) If the successful bidder refuses to satisfactorily carry out /undertake services at any time of agreement period for whatsoever reasons till a valid Performance Bank Guarantee is given to JHARKHAND FLYINGINSTITUTE.
12. **Bids, for which EMD would not be received, will be rejected outright.**

13. **PERFORMANCE Bank GUARANTEE AND PENALTY:**

- i) The Selected Bidder shall furnish the following as the Performance Bank Guarantee for the agreement period:

5% of the total aircraft cost as per number of aircraft in first phase purchase order needs to be furnished by the successful bidder in the form of Performance Bank Guarantee from any Nationalized or Scheduled Bank of India. The same will be released by JFI upon delivery of the aircraft at Ranchi. Thereafter, a lumpsum amount as agreed by both the parties will be computed, furnished by the successful bidder and retained by JFI as Bank Guarantee till the total agreement period i.e. Upto Jul 2028. The same process will be effective for further phase purchase orders.

- ii) Jharkhand Flying institute shall not be liable to pay any interest on the Performance Bank Guarantee deposit so made and the same shall be interest free. Performance Bank Guarantee shall be forfeited and appropriated by Jharkhand Flying Institute hereunder or otherwise, under the following conditions:

- a) If the Selected Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- b) If the Selected Bidder refuses to provide services towards successful completion of its duties and responsibilities as per the expectations, mentioned in the Bid Document/Agreement.

- iii) The Selected Bidder would be subjected to penalty deduction from the Performance Bank Guarantee of the bidder in case of unsatisfactory output mentioned in the bid document.

14. Late bids will not be accepted or considered.

15. **RATES: The rates quoted by the bidder in the financial bid should be for aircraft cost per aircraft at company rate only. The Bid will be decided only on the cost of per Aircraft. The bidder will be liable to receive the following charges from JFI on actual bills basis and will be mentioned in the agreement to be signed:**

- a) **Transportation Charges**
- b) **Freight Charges**
- c) **Custom Charges**
- d) **Hull all war risk insurance charges during transportation of aircraft**
- e) **Any other miscellaneous charges**

**The GST, as applicable, at the prevailing rate shall be paid to the bidder(s) by Jharkhand Flying Institute on their bills. The bidder shall, therefore, confirm this aspect in their bid categorically. Foreign currency exchange rate will be at the prevailing rate.**

16. **SIGNING OF THE AGREEMENT:** The successful bidder, after receipt of Letter of Intent (LoI) shall have to sign a **Deed of Purchase Agreement** with JFI.

- 1) Delivery conditions for aircraft, accessories and ground equipment in Cost Insurance Freight (CIF) Ranchi.

- a) The Payment of 20% (Twenty Percent) of the shipment value shall be paid against presentation of documents-Commercial Invoice, Packing List, Certificate of Origin and full set of Clean Bill according to purchase agreement.
- b) The Payment of 20% (Twenty Percent) of the shipment value shall be paid against presentation of Commercial Invoice and Certificate confirming arrival of the shipment issued by the buyer.
- c) The Payment of 20% (Twenty Percent) of the shipment value shall be paid against presentation of Certificate of Acceptance.
- d) Payment of 40% (Forty Percent) of rest shipment value shall be paid against Physical verification of aircraft at Ranchi only along with presentation of Cof

R/ Cof A, ARC & other relevant mandatory documents.

17. Under this tender for purchase, the successful bidder shall be responsible for delivering aircraft at **Ranchi, Jharkhand**.
18. JHARKHAND FLYING INSTITUTE shall have the right to accept/reject or prefer any bid without assigning any reason whatsoever including rejection of the lowest quoted bid.
19. JHARKHAND FLYING INSTITUTE shall not entertain any third-party involvement in the agreement nor shall any commission/brokerage be allowed to be paid to any third party within or outside India.
20. The offered aircraft must also meet applicable requirements laid down by Civil Aviation Regulatory Authority in India i.e. DGCA.
21. The relevant CARs published by DGCA may be downloaded from DGCA, India web site: [www.dgca.gov.in](http://www.dgca.gov.in) or collected from DGCA office.
22. The selected bidder(s), at the time of delivery of aircraft shall provide all documents, as applicable, like Log books, Component history cards/Log cards, Flight manual and Maintenance manuals etc. for inspections/examination, to JFI.

**STANDARD TERMS & CONDITIONS**  
**FOR SALE DEED AGREEMENT OF AIRCRAFT WITH SUCCESSFUL BIDDER**

**1. GENERAL**

- 1.1 The Agreement shall be deemed to have come into effect from the date of issue of Letter of Intent to the successful bidder.

**2. DEFINITION**

The following words and phrases shall have the meanings hereby assigned to them except where the context otherwise stipulates:

- a. **“Base station”** means **Birsa Munda Airport, Ranchi, Jharkhand** the place where the aircraft shall normally be operated, managed, maintained, parked and stationed.
- b. **“Bidder’s Representative”** means person or persons as the Bidder designates having authority to act on behalf of the Bidder.
- c. **“Effective date”** means the date from which this agreement comes into effect, i.e. after issue of LoI.
- d. **“Period of Purchase Agreement”** means the period beginning from the Effective Date i.e. the date from which this agreement comes into effect and ending date i.e. the date when aircraft are successfully handed over to JFI.
- e. **“Emergency”** means any situation which, in the opinion of Bidders and/or authorized representative of JFI, is a matter of life and death of any person and/or a matter of serious threat of injury/damage to any person or property of JFI.
- f. **“Month”** means the calendar month by the Gregorian calendar.
- g. **“Outstation”** means any station other than the Base station.
- h. **“Party” or “Parties”** means party or parties to the agreement.
- i. **“Scheduled/Unscheduled Maintenance”** means maintenance required for aircraft as per DGCA’s regulations including Approved Maintenance Programme and as prescribed by manufacturer and defect rectification etc.
- j. **“Areas of Operation”** means State of Jharkhand and related areas across India.
- k. **“Regulatory Authority”** means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- l. **“Force Majeure”** would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), Civil disturbance, sabotage, epidemic, any Governmental restrain and any such other cause which is not reasonably within the control of either party claiming force majeure. Financial distress would, however, not constitute Force Majeure.
- m. **“Total agreement Value”** means the total cost involved in supply of aircraft.
- n. **“Delivery Date”** means the date by which the Bidder is to deliver aircraft at the designated base for operation in ready to fly condition.
- o. **“Services”** mean works required to ensure successful delivery of aircraft by the Bidder and its personnel under this agreement.
- p. **“Flying Time”** with respect to an aircraft would mean the time from “Chocks OFF” to “Chocks ON” of aircraft.

**3. DELIVERY OF AIRCRAFT**

The Bidder undertakes to deliver the aircraft at **State Hangar, Birsa Munda Airport, Ranchi, Jharkhand**, India on or before the Delivery date as agreed in the Agreement. The successful Bidder shall ensure that the aircraft shall be ready for operations at **State Hangar, Birsa Munda Airport Ranchi** within the time frame as described in the agreement. Should the bidder fails to comply this, JFI shall have the right to act as under:

“Accept delivery of the aircraft on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of total agreement value for each day of delay or part thereof up to 15 days, after which JFI shall have the right to terminate the agreement without being liable to pay any charges whatsoever to the Bidder and causing forfeit of the Performance Guarantee”

#### 4. PERIOD OF PURCHASE AGREEMENT

The agreement period will be valid up to Jul 2028 for Delivery of Aircraft as agreed by the successful bidder.

#### 5. INDEMNITY

The Bidder(s) shall indemnify and bond harmless the JFI and/or its clients from and against all claims, costs, demands, actions, including legal fees and costs, whatsoever, arising out of process involved till successful delivery of aircraft(including damage or loss of aircraft and third-party liability) during the period here in mentioned.

#### 6. TRANSIT INSURANCE

The Bidder(s) shall maintain full liability insurance / self-insurance of the aircraft at its own expenses throughout the transportation period of the aircraft to the facility of JFI.

#### 7. INSPECTION OF AIRCRAFT

The aircraft should be made available for final inspection by the representatives of the JFI at the manufacturer's facility **before delivery of the Aircraft**. Aircraft will be taken on JFI inventory only after they are inspected and accepted by the JFI representatives.

#### 8. PRODUCTION OF INVOICE AND PAYMENT

1. The successful bidder(s) shall submit an invoice for Total cost of the **aircraft** for supply of these aircraft as demanded in accordance with T&C of the agreement.
2. The Invoices (i.e. bills), on receipt from the successful bidder(s), shall be verified and after satisfaction duly verified/certified invoices along with relevant documents shall be paid. The 50% of the bid value will be paid after arrival of aircraft at Ranchi whereas rest 50% amount will be paid after successful handing over of the aircraft to JFI.

#### 9. DUTIES & TAXES

All taxes including withholding taxes, levies, duties, fees, charges, costs etc. including freight insurance, landing and parking charges as applicable, except GST as applicable (payable to the Government of India) shall be borne by the selected bidder with reimbursement of actual bill to JFI. The GST, as applicable, at prevailing rate shall be paid to the successful bidder on their monthly bills by JFI.

#### 10. RESPONSIBILITIES OF THE BIDDER(S)

- a) To deliver the aircraft as per T&C of agreement.
- b) The Bidder shall comply with all applicable requirements of Indian Aviation Regulatory Authority i.e. DGCA and all other applicable laws, rules regulations of India. The Bidder shall indemnify JFI against the Bidder's ignorance and/or failing to comply with said laws, rules & regulations.
- c) The bidder must agree to abide by applicable Civil Airworthiness Requirements of DGCA as amended from time to time. The Bidder must agree to abide by any other new requirements introduced by DGCA/BCAS India from time to time.
- d) If required, the pilots should be Indian nationals /or as per guidelines of Ministry of Defence, Ministry of Home Affairs especially while conducting flight testing of aircraft in India and the bidder shall comply with all required formalities of obtaining permission etc. in this regard. **It shall be the bidder's responsibility to obtain necessary permits, clearance etc. from statutory authorities in respect of their foreign Pilots, crews etc. if any.**
- e) The bidder shall provide training of crew including insurance, medical accommodation, meals and transport for JFI pilots, crew & engineering staff at their own cost and no such expenses shall be borne by JFI.

- f) The pilots involved in Flight Testing of aircraft, if required, shall be subjected to medical check-ups as per Civil Aviation Requirements in India.
- g) The successful bidder shall prepare a Standard Operating Procedure (SOP) covering all required points as per Civil Aviation Requirements and get it approved by DGCA India and endorse a copy to JFI. The SOP shall be strictly adhered to in letter and spirit and any deviation shall be only with prior approval of DGCA.
- h) For each and every flight commitment till handing over of aircraft is done, the successful bidder shall obtain necessary clearances from all concerned authorities including weather briefings.

## **11. TERMINATION**

### **(a) TERMINATION ON EXPIRY OF THE TERMS**

The agreement shall be deemed to have been automatically terminated on the expiry of the agreement period as given in the agreement or date of successful delivery of aircraft, whichever is early.

### **(b) TERMINATION OF PURCHASE AGREEMENT BEFORE EXPIRY OF TERM**

Notwithstanding anything contained herein, either party, may, after giving valid grounds, terminate the Agreement by giving thirty (30) days written notice.

### **(c) CONSEQUENCES OF TERMINATION**

In the case the Termination is requested by JFI, EMD (Earnest Money Deposit) will be refunded to Bidder by JFI. In case the termination is requested by the bidder, all deposit made including EMD will be forfeited by JFI.

## **12. JURISDICTION AND APPLICABLE LAWS**

All questions, disputes or difference arising under or out of or in connection with this agreement shall be subject to the laws of India and to the exclusive jurisdiction of the courts in Ranchi High Court, Ranchi, Jharkhand, India.

## **13. FORCE MAJEURE**

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the party affected by such force majeure shall, after notice under the relevant Article, be suspended for the period during which such cause lasts. The term "FORCE MAJEURE" as employed herein shall mean acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and acts and regulations of Govt. of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

During the period as the obligations of the parties are suspended by force majeure, the Bidder shall not be entitled to payment of any rate.

In the event of Force Majeure conditions are expected to continue for a period more than fifteen (15) days, JFI shall have the option of terminating this Agreement by giving seven (7) days written notice thereof to the other, and if the agreement is terminated, JFI shall pay to the Bidder the amount payable up to the date of such termination.

## **14. ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the agreement to be signed or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the parties. If the disputes cannot be

settled by parties within 30 days from the date of consultation, such dispute shall be subject to arbitration. Appointment of Arbitrators shall be in accordance with the Indian Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be a speaking one and made in writing in English language and it shall be final and binding upon both the parties. Each party shall bear the expenses of its own Arbitrator.

Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and conciliation Act, 1996 in the English language at **Ranchi, Jharkhand**, India. The Laws of India shall be applicable.

#### **15. CONSEQUENTIAL DAMAGE**

Neither JFI nor the Bidder shall have any claim against each other for any consequential damage.

#### **16. SEVERABILITY**

Should any provision of this Agreement be found to be invalid, illegal or otherwise not enforceable by any Court of Law, such finding shall not affect the remaining provision thereto.

The above clauses are the standard terms and conditions, not all inclusive; and cover broad terms only. The agreement shall be executed based on the standard terms and conditions and other terms and conditions.

**TENDER DOCUMENT FOR SUPPLY OF AIRCRAFT****Tender No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_

The bidders are advised to give necessary information required in respective columns. **If the bidder fails to fill up all the columns, their bids shall not be evaluated.**

Company Name \_\_\_\_\_

Type of Aircraft \_\_\_\_\_

| <b>Cost quoted per Aircraft</b> |                                                                |                                        |
|---------------------------------|----------------------------------------------------------------|----------------------------------------|
| <b>Sl. No.</b>                  | <b>Items</b>                                                   | <b>Cost<br/>(in figures and words)</b> |
| 1.                              | Cost of per Aircraft<br>(As per configuration given in tender) |                                        |

**Note:** Please refer to General Terms & Condition Point No-15.

COMPANY BACKGROUND AND AIRCRAFT SPECIFICATIONS  
TO BE SUBMITTED ALONG WITH THE BID

(May be given in separate Sheets as per space requirements)

**Tender No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_

The bidder is advised to give necessary information required in the respective columns. If the bidder fails to fill-up all columns of this form, their bids shall not be evaluated.

**(A)**

|    |                                                                   |  |
|----|-------------------------------------------------------------------|--|
| 1. | Name of the Manufacturer of the Aircraft                          |  |
| 2. | Does the manufacturer hold Regulatory Approval ?<br>(attach copy) |  |
| 3. | Duration of validity of bid                                       |  |
| 4. | Duration of validity of EMD                                       |  |
| 5. | Amount of EMD                                                     |  |
| 6. | Type of Aircraft to be offered                                    |  |

**DESIRED SPECIFICATION AND OTHER REQUIREMENT DETAILS:**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | The aircraft shall be designed to EASA / FAA specifications and type certified by EASA / FAA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 2. | The aircraft should be a robust, preferably all-metal / advanced composite (carbon-fiber) construction trainer aircraft, with fixed tricycle steerable nose gear.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 3. | <b>Mandatory technical specification are as follows:</b> <ul style="list-style-type: none"> <li>a) Range of BHP- Range of BHP according to approved Type Certificate between 180 to 200 BHP.</li> <li>b) Seating Capacity- Side by Side 2 seating or may be up to 4 seating.</li> <li>c) Controls- Dual Controls.</li> <li>d) Engine- Air Cooled 4 stroke piston engine certified for 100LL Aviation Gasoline and /or Jet A1 Aviation Turbine Fuel.</li> <li>e) Cruise Speed- Between 90 to 120 kts.</li> <li>f) Aircraft Design- All metal or advance composite (Carbon Fiber). Preference will be given to all metal construction.</li> <li>g) All up weight - Up to 1500 kg.</li> <li>h) No Rotax Engine is Accepted.</li> </ul> |  |

|     |                                                                                                                                                                                                                                                                                                                   |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 4.  | The aircraft should have advanced dual Garmin G500TXi / Equivalent glass cockpit with color flight, navigation, and engine displays; available in two numbers of independent nav/comm configurations dedicated to each pilot for VFR / IFR / Night Flying along with active ADS-B Out mode and data card for FDR. |  |
| 5.  | The aircraft shall be equipped with maintenance-free Lithium-Ion battery approved for the purpose. If the same is not pre-installed, a written provision from the OEM in the form of STC and battery fitment before aircraft delivery may be considered.                                                          |  |
| 6.  | The propeller should be of constant speed, hydraulic / variable pitch control is acceptable.                                                                                                                                                                                                                      |  |
| 7.  | The aircraft should preferably be GAGAN equipped and 5G Band enabled at the time of delivery. No provision of STC / Post Delivery upgrade is acceptable.                                                                                                                                                          |  |
| 8.  | There should be TCDS Letter of Type Acceptance issued by DGCA i.r.o. the aircraft& engine before delivery.                                                                                                                                                                                                        |  |
| 9.  | The vendor/manufacturer shall supply soft copies along with 2 sets of hard copies of the <b>Flight Manual, Maintenance Manual.</b>                                                                                                                                                                                |  |
| 10. | The Bidders must submit the Company Profile and an authorization order issued by OEM.                                                                                                                                                                                                                             |  |
| 11. | The manufacturer/ vendor shall provide training/ familiarization, free of cost to at least two pilots and two AMEs of JFI. The successful bidder shall bear the expenses of travel, boarding and lodging.                                                                                                         |  |
| 12. | The vendor / manufacturer shall supply all weather covers of aircraft and at least two sets of GSE/GHE along with the aircraft.                                                                                                                                                                                   |  |

**(B) Give details for the following**

|    |                                                                                                       |  |
|----|-------------------------------------------------------------------------------------------------------|--|
| 1. | Registration of company under Indian rule                                                             |  |
| 2. | Company Act 2013 or 1956 or a Limited Liability Partnership registered under L.L.P. Act 2008 (if any) |  |
| 3. | Experience of Aviation business of the Company/Firm                                                   |  |
| 4. | Company ISO certification, if any                                                                     |  |
| 5. | PAN/TAN no. of company                                                                                |  |
| 6. | Company's GST registration no.                                                                        |  |
| 7. | Certificate of not black listed by any Central Govt./State Govt./Govt. PSU.                           |  |

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

**INSTRUCTIONS FOR FILLING UP PERFORMANCE BANK GUARANTEE**

1. The Bank Guarantee should be stamped in accordance with the stamp Act in case the same is issued by a Nationalized Bank or a Scheduled Bank of India.
2. The non-judicial stamp paper should be in the name of the issuing Bank.
3. The period of 2 (Two) months or 60 (Sixty) days mentioned in Clause 6 of Annexure-I should be after expiry of the validity period of the tender or any extension thereof.

**TO BE PROVIDED WITH TECHNICAL BID**

**ANNEXURE – I**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

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

**Jharkhand Flying Institute  
Ranchi**

Dear Sir/(s),

- Whereas Jharkhand Flying Institute, having its registered office at State Hangar, Birsa Munda Airport Road, Hinoo, Ranchi, Jharkhand-834002 (hereinafter “JFI”) has floated Tender No. \_\_\_\_\_ and M/s. \_\_\_\_\_ having registered/head office at (hereinafter called the “BIDDER” which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assigns) have submitted a quotation reference No. \_\_\_\_\_ Dated: \_\_\_\_\_ and BIDDER having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee(s) of Rs. \_\_\_\_\_ only) for the due performance of Bidders obligations as contained in the terms of Invitation of Bid (IOB) and others terms and conditions contained in the Tender Documents supplied by JFI, especially the conditions that (a) BIDDER shall keep his tender open up to \_\_\_\_\_, 20 \_\_\_\_\_ as or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to JFI, (b) The BIDDER will execute the agreement, if awarded, and shall furnish Performance Guarantee in the format prescribed by JFI within the required time. The BIDDER has absolutely and unconditionally accepted these conditions. JFI and the BIDDER have agreed that the tender document is an offer made on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to JFI for the period from \_\_\_\_\_ 20... to or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the condition contained in the Invitation of Bid (IOB) and Tender Document. They have further agreed that the agreement consisting of the IOB/Document as the offer and the submission of the tender as the ACCEPTANCE shall be a separate agreement distinct from the agreement which will come into existence when the tender is finally accepted by JFI. The consideration for this separate initial agreement preceding the main agreement is that JFI is not agreeable to give the IOB/Tender Document to the BIDDER and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the BIDDER desires to make a tender on this condition and after entering into this separate initial agreement with JFI promises to consider the tender on this condition and the BIDDER agrees to keep the tender open for the required period. The reciprocal promises form the consideration for this separate initial agreement between the parties.
- Therefore, we \_\_\_\_\_ 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, administrator and executors hereby issue this irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of Rs. \_\_\_\_\_ only) at any time immediately on such demand without any demur, reservation, recourse, context or protest and/or without any reference to the BIDDER and any such demand made by JFI on the BANK shall be conclusive and binding notwithstanding any difference

between JFI 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 the guarantee herein contained shall be irrevocable unless it is discharged earlier by JFI in writing. This guarantee shall not be determined/ discharged/ affected by the liquidation winding up dissolution, or insolvency of the BIDDER and will remain valid, binding and operative against the BANK.

- The BANK also undertakes that JFI at its option shall be entitled to enforce this Guarantee against the BANK a principal debtor, in the first instance, without proceeding against the BIDDER.
- The BANK further agrees that as between the BANK and JFI for the purpose of this guarantee any notice for the breach of the condition contained in IOB and other terms and conditions contained in the Tender document as referred above, given to the BANK by JFI SHALL BE CONCLUSIVE AND BINDING ON BANK without any proof notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of JFI or that of the BIDDER. We also undertake not to revoke in any case this guarantee during its currency.
- The BANK agrees with the JFI that JFI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability for any forbearance, act of omission and commission on the part of JFI or by reason of any such variation or extension for the validity period or indulgence shown by JFI to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs..... only)in aggregateanditshallremaininfullforceuptoandincludingtwomonthsafter20..... unless extended further from time to time for the period as may be instructed in writing by M/S..... on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including two months after the expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be received by us before the expiry of two months from or before the expiry of two months after the expiry of extended period, if any. If no such claim has been received by us within two months after the said date/extended date, the rights of JFI under this Guarantee will cease subject to Para 7. However, if such a claim has been received by us within and up to two months after the said date/extended date, all rights of JFI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
- In case, agreement is awarded to the Bidder (hereinafter referred to as BIDDER) the validity of this Bank Guarantee will stand automatically extended until the BIDDER furnishes to JFI a Bank Guarantee (Initially, 5% of the total aircraft cost as per number of aircraft in firstphasepurchaseorderneedstobefurnishedbythesuccessfulbidderintheformofBank Guarantee from any Nationalized or Scheduled Bank of India. The same will be released by JFI upon delivery of the aircraft at Ranchi. Thereafter, a lumpsum amount as agreed by both the parties will be computed, furnished by the successful bidder and retained by JFI as Bank Guarantee till the total agreement period i.e. Up to July 2028.The same process will be effective for further phase purchase orders.) towards performance guarantee for satisfactory performance of the agreement. In case of failure to furnish performance guarantee by required date, the claim must be submitted to us within 60 days after the last date of validity period or extended period, if no such claim has been received by us within 60 days as after the said date/extended date, all the rights of JFI under the Guarantee will cease. However, if such a claim has been received by us within and

up to 60 days after the said date /extended date, all the rights of JFI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

- The BANK confirms that this has been issued with the approval of appropriate Exchange Control Authority in and any other (indicate the name of the country of issue of Guarantee) authority if required as per the laws of the country of issue of Guarantee.
- We also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts.
- The BANK also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction. In witness where of the BANK, through its authorized officers has set its hand and stamp on this.....day of .....20..... at.....

Signature

(FULL NAME IN CAPITAL LETTERS)

WITNESS NO. 1

Signature

(full name address in Capital letters)

Designation with Bank Stamp

WITNESS NO. 2

Signature

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

No.....

Date.....

**PROFORMA TENDER LETTER**

(To be submitted with **Technical Bid**)

**To,**

**Capt. S P Sinha,  
Managing Director,  
Jharkhand Flying Institute,  
State Hangar, B M Airport Road, Hinoo,  
Ranchi – 834002, Jharkhand**

Sub: \_\_\_\_\_

Dear Sir,

I/We, the undersigned, have considered and complied with the **INSTRUCTION TO BIDDER** and have accepted the General Terms & Conditions (**Chapter II**) and Standard Terms & Conditions (Not all inclusive)-**Chapter III** for purchase of **aircraft** in full cognizance and compliance with these aforesaid conditions and the regulations of local Government authorities. I/We the undersigned, hereby offer to supply **aircraft** for which we have submitted the tender. Such work shall be completed in conformity and in accordance with the tender document to the entire satisfaction of you, by our representative or consultant at the prices to be quoted in our Financial Bid.

I/We further confirm and stipulate as follows:

**1.Until the final AGREEMENT DOCUMENTS are prepared and executed, this TENDER DOCUMENT, together with modifications/additions/deletions agreed to with Jharkhand Flying Institute and your written acceptance thereof, shall constitute a binding agreement between us upon the terms of this TENDER, of the price schedules accompanying the same.**

2.I/We shall be prepared for the services (to supply aircraft at the location) on receipt of **your letter of intent** and to complete in accordance with the time schedule which has been provided. This time schedule and its beginning and completion date are of the essence of our agreement. All prices in our proposals shall remain firm and capable of acceptance by you in accordance with the provision hereof for entire period of the agreement from the date of opening of the bid.

Date\_\_\_\_\_day of

\_\_\_\_\_  
Signature\_\_\_\_\_

Name\_\_\_\_\_

In the capacity of\_\_\_\_\_

Duly authorized to sign TENDERS for and on behalf of (Name and address)

WITNESS

\_\_\_\_\_