

INVITATION TO AUTHORIZED OPERATORS FOR AERO SPORTS ACTIVITIES

1. Applications are invited by the Civil Aviation Department (CAD), Haryana from authorized and competent entities to conduct for the following Aero Sports Activities, at Bachhod (Narnaul) aerodrome situated off Delhi-Jaipur highway (NH-8), about 153 km from Delhi, **initially for a period of 6 months (1st October, 2019 to 31st March, 2020)** on the following charges, on non-exclusive basis as stated below:

Sr. No.	Activity	Charges in Rs.
1.	Sky Diving	50,000 per month + 1,000 per sortie
2.	Micro Light Flying	50,000 per month + 1,000 per sortie
3.	Hot Air Ballooning	50,000 per month + 1,000 per sortie
4.	Para Sailing	50,000 per month + 1,000 per sortie
5.	<u>Power Para Gliding</u>	<u>50,000 per month + 500 per sortie/drop/pax</u>

2. Slots will be allotted on 'first come first served' basis **w.e.f 01.10.2019.**
3. The Operator will be required to apply for **minimum two months period.**
4. **The above rates are exclusive of GST** and the operator shall have to pay Rs. 10,000 per month in lieu of electricity and water charges.
5. The Operators will be required to deposit an amount of Rs 5 Lakhs, favoring, Adviser, Civil Aviation Department Haryana, Chandigarh, within 7 days of award of the contract.
6. The operator shall have to pay the monthly charges in advance.
7. The operators may submit their applications in the Office of Adviser Civil Aviation, Haryana, 30-Bays Building, Sector-17, Chandigarh on any working day.
8. **The operator must follow rules and regulations of MoCA/DGCA/State for operations (Aero Sports/Adventure activities) and submit affidavit before operations.**
9. Last date of submission of bids is 02.09.2019 up to 3.00 PM
10. Detailed advertisement with terms and conditions may be downloaded from <http://haraviation.gov.in>.

Adviser Civil Aviation, Haryana,
30-Bays Building, Sector-17, Chandigarh
Email : cavation@hry.nic.in
Phone: 2709174, 2709386

**ADVERTISEMENT
FOR
PROVIDING AERO SPORTS
ACTIVITIES AT BACHHOD AIRSTRIP
(NARNAUL) IN HARYANA**

1. The Civil Aviation Development Haryana intends to promote aero sports in the state by inviting duly authorized and competent entities to conduct the following Aero Sports Activities, at Bachhod (Narnaul) aerodrome situated off Delhi-Jaipur highway (NH-8), about 153 km from Delhi, initially **for a period of 6 months (1st October 2019 to 31st March, 2020)** (on monthly charges), on non-exclusive basis as stated below:-

Sr. No.	Activity	Charges in Rs.
1.	Sky Diving	50,000 per month + 1,000 per sortie
2.	Micro Light Flying	50,000 per month + 1,000 per sortie
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2. Slots will be allotted on 'first come first served' basis **w.e.f 01.10.2019.**
3. The Operator will be required to apply for **minimum two months period.**
4. **The above rates are exclusive of GST.** In addition to the above, the operator shall have to pay Rs. 10,000 per month in lieu of electricity and water charges.
5. **Security deposit:** The Operators will be required to deposit an amount of Rs. 5.00 Lakh, favouring, Adviser, Civil Aviation Department Haryana, Chandigarh, within 7 days of award of the contract. The security of the Operator shall be retained and returned at the end of the license period without interest, after satisfaction of Civil Aviation Department, Haryana that the operator has not incurred any other financial liability on any account whatsoever.
6. The Operators will be provided the following facilities:
 - a. **Landing and Parking charges at Narnaul Airport for the aircraft particularly designated/assigned for Aero Sports activity will not be levied.**
 - b. **If required one standby (Reserve) aircraft will be permitted to land and park at Narnaul Airport during the days of sports activities, after prior permission from Civil Aviation Department of Haryana and parking of this aircraft will be allowed only on open tarmac. The landing & parking charges for standby (Reserved) aircraft will not be levied. This standby (Reserve) aircraft will not be permitted to conduct any other flying or maintenance activity. Prior**

permission for utilization of Standby aircraft for the Aero Sports activity shall be obtained from Civil Aviation Department of Haryana.

- c. Office space (one room) for carrying out work related to the above activity will be provided without any charges.
- d. Space for setting up temporary Porta cabin for the duration of authorization **@ Rs. 210 per Sqmtr per Annum.**

7. **The operator shall have to comply with all the MoCA/DGCA/State rules and regulations regarding operations, acquiring licensing and clearances for carrying out such activities as per the guidelines of MoCA/DGCA/State rules in vogue. Breach of compliance to any of such requirements would attract penal actions by competent authority under the application statutory provisions.**

The Operator has to obtain clearances (FIC if applicable) for conduct of aero-activity or intimate Delhi Area/ATC about proposed Aero-activity and neighboring Aerodromes, not only for having watch on the activity, but also for Search & Rescue in case of emergency.

- 8. The Operator(s) shall accept and adhere to all the Terms and Conditions laid down by Civil Aviation Department, Haryana, and enter into Agreement(s) with the Civil Aviation Department, Haryana/ its designated agency in the form as prescribed by the Civil Aviation Department, Haryana, within a period of 10 days from the date of award of the Contract.
- 9. Operator (s) should note that subversion or distortion of information and facts would lead to their disqualification and also blacklist them from applying for the future by Civil Aviation Department, Haryana.
- 10. The Operators as a Company must be currently in the business of operating aero sports activities at the time of submission of the application and should be having license/requisite clearance from DGCA and any other authority as required in this regard. The license/clearance must be got renewed prior its expiry during the currency of the contract, failing which it shall be deemed to be a breach of contract.
- 11. All aircrafts/equipment operated by Operators should have capability to land/operate at the Narnaul airfield and should be airworthy as per DGCA

requirements.

12. The Operators must have PAN/TAN of Income Tax and GST registration. (copy to be furnished with application).
13. The Operators must comply with all the mandatory certifications, approvals from the DGCA and other competent authorities.
14. All the documents, including various certificates, attached with the tender must be signed by authorized signatory/Accountable Manager with seal of the Company.
15. The Operators should not have been debarred/ disqualified/ blacklisted/ grounded by the Govt. of India or any State Govt. or by any Govt. organization, for any reasons as on date of the submission of the application. An affidavit in this regard should be attached by the Operators.
16. The Operator shall have to comply with the following requirements during its operations:-
 - (a) Safety arrangements prior to the flights shall be the responsibility of the Operator/Pilot-in- Command, who shall take the deciding call on satisfying himself on all accounts and on behalf of the Operator, for all kinds of safety requirements.
 - (b) Safety briefing of the passengers prior to the flight shall be carried out by the trained and authorized personnel of the Operator. Embarkation/ Disembarkation of the passengers shall be done under the strict supervision of trained and authorized personnel of the Operator.
 - (c) The Operator shall conspicuously draw and display in at least two languages (English/Hindi), prior to day's operations, detailed guidelines for operational activities, indicating the nature of duties and responsibilities entrusted to its personnel and general coordination procedures including action to be taken during emergencies and also for search and rescue operations.
 - (d) Whenever required, the Operator shall obtain due clearance from ATS units, as well as MET information, in case of disruptions.

- (e) The number of persons onboard shall be strictly limited to that as laid down by DGCA for every Make/Model of the Fixed wing aircraft, and a copy of the same shall be furnished in advance to the Civil Aviation Department, Haryana.
 - (f) **The Operator shall submit plan/briefing of the activities to Rep of Civil Aviation Department before commencement of operations for recording purposes.**
 - (g) Combined standard operating procedure (SOP) and any other relevant guidelines/instructions as approved by DGCA from time to time, shall be strictly adhered to, in letter and spirit. Deviation, if any, shall require the prior formal approval of DGCA.
17. The authorized personnel from the Civil Aviation Department Haryana/Designated agency may conduct surprise checks or be present at the counters to ensure that there is no overcharging or any other aberration leading to harassment of the public or loss of revenue to the Civil Aviation Department, Haryana.
 18. **Tariff:** The Operators shall quote rates of tariff prices per person (inclusive of all costs). In case Government reduces or withdraws any tax the tariff shall be reduced to the extent of such reduction accordingly by the Operator.
 19. It shall also be the joint responsibility of the Operators to formulate a common Standard Operating Procedure (SOP) to co-ordinate their communication/ operations with each other, for smooth, safe and hassle free operations.
 20. The Operator shall comply with all laws/ rules made there under/regulations in respect of the following and provide:
 - (a) Workman's compensation and all other existing laws with reference to employing, safeguarding, insuring and protecting all the employees/ labour engaged by the Operator. It shall insure all its employees/ labour employed/ engaged for any service against third party bodily injury /loss of life during the entire period of such employment/engagement by the Operator and as per statutory provisions.
 - (b) Third Party Legal Liability Insurance to indemnify of all sums which the

Operator shall become legally liable to pay for bodily injury, property damage, baggage loss etc. or any of them, caused by an occurrence arising out of the ownership, maintenance or use of aircraft.

- (c) Passenger Liability Insurance to indemnify in respect of all sums which shall become legally payable for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Operator.
 - (d) All standard security procedures as advised by the local security authorities, DGCA and BCAS shall be adhered to by the Operator.
21. The operator shall be responsible to maintain the record and clear all tax liabilities whatsoever may be required under law and also as may be prescribed during the currency of the license period. Any neglect or omission shall hold the operator liable under law.
 22. **The operator will be permitted only for the authorized and agreed sports activities. No other activities such as maintenance of aircraft, flying training etc. shall be carried out without prior approval from Civil Aviation Haryana Authorities.**
 23. **Ensuring of all safety parameters for the conduct of aero activities shall be the responsibility of the Aero-activity Operator. Civil Aviation Department of Haryana will not be responsible of any harm, damages or incident if so occur during the conduct of such activities. All safety/preventive measures/arrangements (e.g. Medical, Fire Safety, Communication & Security) to be assessed and adhered by the respective operators for the conduct of aero activities. The members of Aero-activity Operator/applicant has to provide indemnity to Civil Aviation Department of Haryana, for any damage, Injury and losses to himself or to the equipment/aircraft involved and also to ensure that he/they will not harm any order to address mandatory requirements for emergencies, the Aero-activity Operator has to ensure that Medical service, Fire Services and manpower for monitoring of operations are available during conduct of Aero-activity.**
 24. **Arbitration:** Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication

to a Arbitrator i.e. Administrative Secretary, Civil Aviation or arbitrator appointed by him. The award of the Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Chandigarh only.

25. The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.
26. **Jurisdiction:** All disputes in this connection shall be settled in Chandigarh jurisdiction only.
27. Civil Aviation Department, Haryana reserves the right to cancel this advertisement or modify the requirement.
28. Civil Aviation Department, Haryana also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective parties to be kept informed about it.
29. Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Operator and Civil Aviation Department, Haryana, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the application and forfeiture Security deposit, accordingly.
30. All the above mentioned work as per tender document is indicative and not exhaustive.
31. Any violation of the Terms and Conditions shall hold the Operator liable for the termination of its license, forfeit of the security deposit, or any other such action as the Adviser, Civil Aviation Department, Haryana may consider appropriate.

32. Adviser, Civil Aviation Department, Haryana shall have the absolute right to reject any application or all the applications, without assigning any reason, whatsoever and the decision of the Adviser will be final and binding. An undertaking to this effect is to be submitted along with the application.

Adviser, Civil Aviation Department , Haryana

SCHEDULE- A

FORMAT FOR TECHNICAL APPLICATION

COMPANY BACKGROUND AND FIXED WING AIRCRAFT SPECIFICATIONS TO BE SUBMITTED ALONG WITH THE APPLICATION.

(Each page of the application is to be signed separately)

The Operators is advised to give the necessary information required against the respective columns:

Sr. No.	Particulars of information	To be filled by the Operators
1.	Name of the Operators. In case of Consortium, name of the lead Partner.	
2.	Registration number/Official Address and Contact Details.	
3.	Profile of the Operators (name of lead partner may be specified and will include all the other information of all partners) along with details of partners, registered MOU specifying all terms & conditions.	
4.	Copy of NSOP (if applicable) from the Regulatory Authority (please attach copy of the same) Date of Initial issue: (for all partners)	
5.	Years of NSOP (if applicable) operations carried out by the Operators /Principal Operators with proof	
6.	Annual Safety / Surveillance Audit Report for last two years issued by DGCA. (Copies to be enclosed) in resp. all partners	
7.	Details of Security for Rs. 5.00 lakh respectively (Instrument No and date etc).	
8.	Number and Types of aircraft/equipment to be operated: a) Status of ownership.	

	b) Call Sign/Registration Number of the aircraft: c) Year of Manufacture: d) Manufacturer's Name: (Proof to be enclosed)	
9.	Date of issue of Certificate of Air worthiness and Air worthiness review certificate for each Fixed wing aircraft. (Proof to be attached)	
10.	Date of expiry of Airworthiness Review Certificate.	
11.	Copy of aircraft and crew insurance, indicating Certificate No and its validity.	
12.	Whether the general Terms & Conditions fully acceptable (Certificate).	
13.	Confirmation regarding provision of the Insurance Cover for passengers and third party. (undertaking)	
14.	Confirmation that the Operators shall abide by the requirements laid down by Civil Aviation Regulatory Authority in India: (undertaking)	
15.	Notarized Affidavit stating that Company/Firm is not blacklisted by Government of India or any State Government as per point number 15.	

1. Other Documents may be submitted under self attestation with official seal..

Note: All the _____
Name _____
Designation _____
Date _____

(Authorized Signatory)

Affidavit cum Undertaking

We,

1. Son/daughter of..... resident of
2. Son/daughter of resident of
3. Son/daughter of..... resident of

Deponents do solemnly affirm and state as under that we deponents are all Consortium Partners of M/s who had made a application for and we have a duly signed MoU (Notarized) dated To this effect, along with tender document, which is correct and we mean it and we undertake and assure to fulfill the tender conditions as well as the MoU.

Deponents

Verified at this day that contents of above affidavit are true to our personal knowledge.

Deponents