



**DIRECTORATE OF AVIATION
GOVERNMENT OF MADHYA PRADESH**

**Tender document for Sale of State Helicopter Bell-407, VT-MPU,
Serial no. 53540 and it's Spares
Tender No. : F-48/Bell-407/Sale/**

Directorate of Aviation, Govt. of M.P, Raja Bhoj International Airport, Bhopal -462 030, India.
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DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

Ref no.F-48/Bell-407/Sale/

Dated: June 2019

NOTICE INVITING TENDER

Sale of State Helicopter Bell 407 (VT MPU, Serial no. 53540) and its spares

The Government of Madhya Pradesh invites online Tender from those willing to buy the State owned Helicopter with its spares & documentation. The detailed technical information and related terms & conditions are available on MP Tenders Portal <https://mptenders.gov.in/nicgep/app> and for viewing only on www.mpaviation.nic.in.

KEY INFORMATION

Sr.No	Description	Date/Detail
1.	Offset price	Rs. 5,15,69,742.00 (Rs. Five Crores Fifteen Lakhs Sixty Nine Thousand Seven Hundred Forty Two only)
2.	Issue of Tender/Bid document	Online www.mptenders.gov.in from Saturday, 1st June 2019 to Monday 1 st July 2019.
3.	Last date for receipt of queries	Friday, 14 th June 2019 till 1100 hrs.
4.	Pre-Bid Conference	Friday, 14 th June 2019 at 1400 hrs. at the Directorate of Aviation, Govt. of Madhya Pradesh.
5.	Due Date for submission of Bid	Tuesday, 2 nd July 2019 upto 1100 hrs.
6.	Online Opening of Technical Bid	Wednesday, 3 rd July 2019 at 1100 hrs.
7.	Online Opening of Financial Bid	To be communicated to Short-listed Bidders.
8.	Cost of Tender Document	Rs.15,000/- (Rs. Fifteen Thousand only) payable online only on www.mptenders.gov.in

Commissioner Aviation
Govt. of M.P

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

1. BID DATA SHEET

S/N	Particular	Details
1.	Name of the Seller	Directorate of Aviation, Government of Madhya Pradesh, Bhopal
2.	Method of Selection	Highest Price offered as per Financial Bid
3.	Address of Concerned person for Correspondence	Commissioner Aviation, Government of Madhya Pradesh, Raja Bhoj International Airport, Bhopal - 462 030 India
4.	Timeline for Purchase of Tender Document	Saturday, 1 st June 2019 to Monday , 1 st July 2019
5.	Date, Time and Address for Pre-Bid Conference	Friday, 14 th June 2019 at 1400 hrs. at the Directorate of Aviation, Govt. of M.P., Raja Bhoj International Airport, Bhopal- 462030
6.	Last Date/ Time for Bid submission	Tuesday, 2 nd July 2019 at 1100 hrs
7.	Date, Time and Address for opening of Technical Bid	Wednesday , 3 rd July 2019 at 1100 hrs
8.	Date and time for opening of Financial Bid	The date and time would be communicated to the qualified bidders
9.	Email address to send the Pre-bid queries	mpaviation@mp.gov.in
10.	Cost of Bid Document	Rs. 15000.00 (Non Refundable) to be paid online through MP Tenders Portal https://mptenders.gov.in/nicgep/app .
11.	EMD Amount	Rs. 5,15,697.00 (Rs. Five Lakhs Fifteen Thousand Six Hundred and Ninety Seven only)
12.	Method of submission of Bid (Technical & Financial)	Only through MP Tenders Portal https://mptenders.gov.in/nicgep/app
13.	Validity of Bids	Minimum 180 days from the due date of submission of RFP as mentioned in this tender document or the subsequent corrigendum (if any)

Note:

- Tender document can be downloaded from the website <https://mptenders.gov.in/nicgep/app> and viewed only on www.mpaviation.nic.in.
- The Bidder has to submit the tender document cost of Rs.15000.00 and EMD amount of Rs. 5,15,697.00 (Rs. Five Lakhs Fifteen Thousand Six Hundred and Ninety Seven only) online, through e- procurement portal.
- Any further corrigendum/ addendum shall be uploaded on the departmental website www.mpaviation.nic.in.
- If holiday is declared by Govt. of M.P. on any date mentioned in the schedule fixed for any activity concerning this tender that date will automatically be shifted to subsequent working day.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

1.1 Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>, using valid **Class III** Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP Tenders Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP Tenders Portal.

More information useful for submitting online bids on the MP Tenders Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the MP Tenders Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “**Online bidder Enrollment**” on the MP TENDERS Portal. Cost of Enrollment and renewal is depended on the Government Order (GO) prevailing at that period of time.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP Tenders Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class III Certificates with signing key usage)** issued by any Certifying Seller recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the MP TENDERS Portal <https://mptenders.gov.in/nicgep/app> to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site <https://mptenders.gov.in/nicgep/app> well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “Online” to pay the tender fee / EMD and Processing Fee “online” as applicable.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Seller for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk 0120-4001 002, 0120-4200 462, 0120-4001 005 and 0120-6277 787. For any technical issues or Clarifications bidders are requested to contact the support-eproc@nic.in and mptenders@mpsdc.com

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

2. Introduction

- 2.1 The Directorate of Aviation, Govt. of Madhya Pradesh (hereinafter referred to as “the **Seller**”) in India, owns, maintains and operates Aeroplane and Helicopter to meet the air travel requirements of the State/ Central Govt. VIPs and Officials.
- 2.2. The Govt. of M.P is desirous to sell the State Helicopter Bell - 407, VT-MPU, serial no. 53540 and its available spares on “**As Is Where Is Basis**”. The details of the helicopter and its spare are given in **Annexure-I**.
- 2.3 Interested bidders {Individual, Company, Corporation, Firm (Sole Proprietor or Partnership, Society, Trust, Government Sector Undertaking or any other legal entity registered in India)} enclosing details as in **Annexure-II** and will have to quote a price for purchasing the helicopter along with spares in Indian Rupees only as per the format prescribed in **Annexure-III**.
- 2.4 It is advisable that the Tenderer submit the tender after inspecting the Helicopter, its available spares and related documents at his/her own expense which are available for inspection at the State Hangar, Directorate of Aviation, Raja Bhoj International Airport at Bhopal and ascertain for himself on his own responsibility, all information, data, etc. including interalia actual conditions regarding the state and condition of the Helicopter, its spare and log books etc., that may be desirable for his submission of bid. For this purpose the helicopter along with its spares will be available for inspection by interested bidders from Friday, 31st May 2019 to Tuesday, 2nd July 2019, from 1000 hrs to 1200 hrs (IST) (excluding 2nd/3rd Saturday, Sunday and Public Holidays). Interested bidders will be required to submit two copies of current passport size photographs along with Photocopy of Proof of identity and residence. The contact persons for inspection shall be Shri J. P. Sharma, Quality Manager and/ or Smt. Rashmi Singh, Continuing Airworthiness Manager, Directorate of Aviation, Govt. of M.P.
- 2.5 On having purchased the Bid and submitted it, the bidder shall be deemed to have full knowledge concerning the helicopter along with its spares.
- 2.6 It will be the responsibility of the successful bidder to obtain all permissions from concerned authorities for transfer of ownership and, in case, successful bidder is located outside India, permission for export of the Helicopter and its spares. All the costs for transfer of ownership of helicopter along with spares, any taxes or duties that may be payable and cost of transporting including insurance and other such costs, will have to be borne by the successful bidder. The seller will not be liable for any normal wear and tear between the time of inspection and delivery.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

3. Instructions to the Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of contract. It is important that the bidder carefully reads and examines the Tender document.

3.1 Availability of Tender Document

Tender documents can be purchased only online and downloaded from <https://mptenders.gov.in/nicgep/app> by making online payment for the prescribed tender fee. The bidders shall have to submit their bids online. All details relating to the Bid Document(s) can be viewed and downloaded from the website.

3.2 Pre-bid Meetings and Clarifications

3.2.1 Clarifications

The prospective Bidder requiring any clarification on the Tender shall contact the Seller through email by sending the queries at mpaviation@mp.gov.in and would provide clarifications to only those queries which would be received before the due date as mentioned in Bid Data Sheet. All future correspondence/ corrigendum shall be published on www.mpaviation.nic.in.

3.2.2 Pre-bid Conference and Issue of Corrigendum

- a) A Pre-Bid conference shall be held at the scheduled date and time as mentioned in the Bid Data Sheet. All intended bidders may attend the same, if desire so.

- b) The Seller reserves the right to make any kind of amendments or modification in the tender terms and conditions before the due date of submission of Bid. Any change/ clarification/ corrigendum would be uploaded on the departmental website www.mpaviation@mp.gov.in. This will form part of this Tender document.

- c) The Seller at its discretion may extend the due date for the submission of bids.

3.3 Preparation and Submission of Proposal

3.3.1 Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the Tender document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications. The response to this Tender should be full and complete in all respects. Failure to furnish the information required by the Tender documents or submission of an incomplete proposal will be at the bidder's risk and may result in rejection of its proposal. The Tender Document is not transferable to any other bidder.

3.3.2 Language

The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be in English language only.

3.3.3 Submission of Bid

The bidder is responsible for registration on the e-tender portal (<https://mptenders.gov.in/nicgep/app>) at their own cost. The bidders are advised to go through the e-tender guidelines and instructions, as provided on the e-procurement website mentioned below and in case of any difficulty related to e-tendering process, may contact the helpline number 0120-4001 002, 0120-4200 462, 0120-4001 005 and 0120-6277 787. Email id : support-eproc@nic.in and mptenders@mpsdc.com

The Bidder shall submit the proposals online as described below:

- a) The Bids should be submitted only through the e-tender Portal.
- b) Financial Proposal – The proposal should be submitted in Financial Bid format provided on the portal (<https://mptenders.gov.in/nicgep/app>)
- c) The financial Bid should be exclusive of all applicable taxes.
- d) Conditional Bid shall not be accepted on any ground and shall be summarily rejected. If any clarification is required, the same should be obtained before submission of the Bids.
- e) Any alteration, erasures or overwriting shall be valid only if the person or persons signing the Bid, signs against them with his/their initials.
- f) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- g) The Bid has to be submitted only online on e-tender portal <https://mptenders.gov.in/nicgep/app>. No physical submission of Bids shall be acceptable.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

4 Offset Value of State Helicopter Bell 407, VT-MPU and Its Spares.

The Offset value for State Helicopter Bell 407, VT-MPU and its spares fixed as Rs. 5,15,69,742.00 (Rs. Five Crores Fifteen Lakhs Sixty Nine Thousand Seven Hundred Forty Two only)

5 Late Bids

Proposal after due date and time shall not be accepted.

6 Tender Validity

The Tender offer must be valid for 180 days from the due date of submission of proposal as mentioned in this Tender or the subsequent corrigendum (if any). However, the Seller may extend this period, if the bidder accepts the same in writing.

7 Payment Schedule

- 7.1 The successful bidder has to submit the initial payment that is 25% of the amount quoted in the Financial Bid within 30 (thirty) days after issuance of the Letter of Acceptance (LOA) by the Commissioner Aviation. This amount shall be payable by way of Demand Draft/ Bank Guarantee in favour of The Commissioner Aviation, Government of Madhya Pradesh, Raja Bhoj International Airport, Bhopal.
- 7.2 The remaining 75% amount shall be submitted within 90 days of the issuance of LOA.
- 7.3 All payments are to be made to the Seller before handing over of the Helicopter and its spare.
- 7.4 In case the successful bidder fails to pay the amounts mentioned as per clause 7.1 and 7.2, the Seller may extend the time limit for submission of such amount on written request from the successful bidder with stated reasons thereof. Such extension shall be a maximum of 90 days or less from the date of issuance of extension. After expiry of such time limit seller may take necessary actions for cancellation of the award and forfeitures of the EMD and that amount deposited by the bidder to seller.

8 Cost and Currency

The offer must be given in Indian Rupees only. The bidder shall bear all the costs associated with the preparation and submission of its Bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

9 Interpretation of the clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the interpretation of the clauses by the Seller shall be final and binding on the Bidder. The decision taken by the Seller in the process of Tender evaluation will be full and final.

10 Amendment of Tender Document

The Seller at any time prior to the deadline for submission of Bids, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid documents by amendment. Any such modification, alteration or amendment shall be posted on e-tender portal and departmental website. Bidders are requested to visit the e-tender portal and departmental website for such updates, modification including withdrawal of Offer.

11 Earnest Money Deposit (EMD)

- a) The Bidder shall furnish an EMD as per the amount mentioned in Bid Data Sheet through Demand Draft/ Bank Guarantee only in favor of “The Commissioner Aviation.” The format of Bank Guarantee is as in **Annexure-IV**.
- b) No interest shall be payable on the EMD under any circumstances.
- c) The EMD of Unsuccessful Bidder shall be returned within 60 (sixty) days of expiration of the period of Bid validity or after award of Tender to the successful Bidder.
- e) No exemption in the EMD will be given
- f) The EMD shall be forfeited by the Seller, on account of one or more of the following reasons-
 - If a Bidder withdraws his Bid during the period of Bid validity.
 - If the successful Bidder fails to deposit the amount as mentioned in clauses 7.1 and 7.2 of the tender document.
 - Information given in the Bid is found inaccurate/incomplete. .
 - The successful Bidder fails to take the possession of the Helicopter & its spares and unable to remove it from State Hangar.
- g) The EMD of the successful bidder shall be returned only after the successful bidder takes possession of the Helicopter& its spares and removes it from State Hangar.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

12. Bid Evaluation Methodology

12.1 Tender Opening

- a) Bid Opening shall take place through the e-tender portal <https://mptenders.gov.in/nicgep/app>. Online Proposals submitted with the Tender Fee (Payable Online through the portal) and the EMD will be considered

- b) A maximum of Two representatives from each Tenderer would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, should attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by Directorate of Aviation Govt. of M.P. departmental website www.mpaviation.nic.in.

12.2 Tender Evaluation

- i. To evaluate the Tender the Seller shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Bids as per the following process:
 - a) The Tender Evaluation Committee will first verify the EMD. Bids received without the EMD as prescribed in the clause 11, of this tender shall be liable to be rejected.

 - b) The Financial Bids of only those Bidders who have submitted the EMD of required value as per clause 11 will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

- ii. Failure to Agree with the Terms and Conditions of the Tender
 - a) Failure of the successful bidder to agree with the Terms & Conditions of the Tender shall constitute sufficient grounds for the annulment of the Bid or the award, in such event the Seller would reject the Bid and forfeit the EMD as specified in the document.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

13. Financial Bid Evaluation

- 13.1 The bidder whose Bid has been accepted and who have quoted the highest amount in their financial bid shall be adjudged as the preferred bidder. The decision of the Department of Aviation Govt. of M.P in this respect shall be final and binding.
- 13.2 In the event that two or more Tenderers quote the same amount, an auction shall be again held between the equal quote Bidders.
- 13.3 The Bidder's representatives who are present shall be required to sign and record their attendance.

14. Confidentiality

- a) Any attempt by a Bidder to influence Seller in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- b) If any Bidder wishes to contact the Commissioner Aviation during/ after opening of the Bid to the award of the contract, he may do so in writing.

15. Terms and Conditions Governing the Contract

15.1 Signing of Contract

- a) The successful Bidder shall execute an agreement within one month from the date of issue of letter of acceptance by the Seller. In exceptional circumstances, on request of the successful bidder in writing for extension, the Seller reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the Tender and corrigenda issued will also be applicable for the contract and become a part of it.
- b) On failure of execution of the agreement by the successful bidder, the EMD along with the initial deposit of 25% furnished by the successful bidder will be forfeited.
- c) Following execution of the contract and full payment made to seller, the successful bidder shall take possession of the helicopter, its spares and remove the same from the present location that is the state hangar in Bhopal within 45 days from the date of full payment.
- d) In case the successful bidder fails to take possession and remove it from the present location as mentioned in clause 15 (c), seller can proceed to cancel the award and forfeit the EMD and any other payment made to seller till such time.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

16. Publicity

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the Indenter/buyer.

17. Correspondence

All correspondence in relation to enquiries can be submitted to the following seller in writing by e-mail/post:

Name	-	Shri Anant Sethi / Dr. SMH Zaidi
Designation	-	Director Aviation/ Administrative Officer
Address	-	Directorate of Aviation Raja Bhoj International Airport, Bhopal – 462 030
Tel	-	+91 755 2641 724
Fax	-	+91 755 2641 271
Email	-	mpaviation@mp.gov.in

18. Notification:

18.1 Notwithstanding anything contained in the Tender document, the Seller reserves the right to accept or reject any tender and/or to annul the tendering process and reject all Tenders, at any time without any liability or any obligation for such acceptance/rejection or annulment, without assigning any reason, thereof.

18.2 The Seller reserves the right to invite fresh Financial Bid with or without amendment of the Tender document at any stage, without liability or any obligation for such invitation, without assigning any reason, thereof.

18.3 The decision of the Commissioner Aviation, Directorate of Aviation shall be final and binding on all participating Tenderers.

18.4 The decision of the Seller on the Bid Evaluation Report will be intimated by The Commissioner Aviation to the successful Tenderer.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

19. Miscellaneous

- 19.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 19.2 The Directorate of Aviation, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the Directorate of Aviation by, on behalf of and/or in relation to any Bidder; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 19.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Directorate of Aviation, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 19.4 All documents and other information supplied by the Directorate of Aviation or submitted by a Bidder shall remain or become, as the case may be, the property of the Directorate of Aviation. The Directorate of Aviation will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

ANNEXURE-I

**A. TECHNICAL DETAILS OF STATE HELICOPTER BELL – 407, SINGLE ENGINED,
VFR HELICOPTER**

MANUFACTURER OF HELICOPTER	:	BELL HELICOPTER. TEXTRON, USA.
YEAR OF MANUFACTURE	:	2002
SERIAL NUMBER OF HELICOPTER	:	53540
INDIAN REGISTRAION	:	VT-MPU
MAX. ALL UP WEIGHT	:	2268.00 KGS.
EMPTY WEIGHT	:	1490.00 KGS.
HELICOPTER HOURS	:	3288:03
HELICOPTER LANDINGS	:	5067
ENGINE MANUFACTURER	:	ROLLS ROYCE, USA.
ENGINE TYPE	:	RR 250-C47B.
ENGINE SERIAL NO.	:	CAE 847584
ENGINE HOURS (TSN)	:	3133:03
ENGINE CYCLES (CSN)	:	4726

ENGINES EQUIPPED WITH FADEC (FULL AUTHORITY DIGITAL ELECTRONIC CONTROLS)

COMPLETE MAIN ROTORS SYSTEM IS BMR (BEARINGLESS MAIN ROTOR SYSTEM) HENCE NO LIFE LIMITS FOR THESE COMPONENTS.

HELICOPTER EQUIPPED WITH AUXILIARY FUEL TANK

TOTAL FUEL CAPACITY	:	556 LTRS.
MAX. SPEED (VNE)	:	140 KNOTS.

SEATING CAPACITY	:	FIVE PASSENGERS PLUS TWO PILOTS.
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HELICOPTER HAS CLUB SEATING CONFIGURATION (3 FRONT FACING AND 2 AFT FACING SEATS) WITH AMPLE LEG SPACE AND HEAD ROOM.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

HELICOPTER EQUIPPED WITH AIR CONDITIONING SYSTEM.

FLIGHT CONTROLS : SINGLE HYDRAULIC SERVO BOOST CONTROLS.

MAIN ROTOR BLADES : FOUR BALADED ROTOR COMPOSITE.

YOKE : SINGLE.

LANDING GEAR : SKID TYPE LANDING GEAR

PARTICLE SEPERATORS KIT, FIRE DETCTION SYSTEM INSTALLED.

AVIONICS AND INSTRUMENTS:

AVIONICS BY BENDIX/ KINGS .

HELICOPTER IS FITTED WITH : VHF 02 NOs.
VOR 01 NOs.
ADF 01 NO.
TRANSPONDER (MODE S) 01 NO.
GPS.
ELT.
DR COMPASS.

ICS SYSTEM IN CABIN (INTERPHONE) FOR COMMUNICATION BETWEEN COCKPIT & CABIN.

HELICOPTER IS HAVING A MAINTENANCE TERMINAL FOR TROUBLESHOOTING AND ASSESSMENT OF ENGINE FADEC CONTROLS, ACCESSIBLE BY LAPTOP.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

B. LIST OF AVAILABLE SPARES/ EQUIPMENT OF STATE HELICOPTER BELL - 407, VT-MPU

S. No.	Description	Part No.	Qty
1.	HEAD SET	H-10-36	2
2.	GPS KLN 94	069-01034-0102	2
3.	ADF RECEIVER KR 87	066-1072-04	1
4.	ANTENNA	DMC70-1/A	2
5.	GYRO	206-075-606-107	1
6.	ANTENNA	CI 122	1
7.	KT 0076A TRANSPONDER	066-1062-00	1
8.	LAMP	4596	1
9.	LAMP	M6363/12-2	2
10.	LAMP	M6363/2-2	1
11.	LIGHT	01-0770019-21	1
12.	TERMINAL	MS25036-112	4
13.	RELAY	M83536/2-028M	1
14.	RELAY	MS24171-01	1
15.	CONTACTOR	SM20ACD300A21	1
16.	FLASH TUBE	01-0770044-02	1
17.	BRUSH	23033-1141	8
18.	TERMINAL	MS25036-103	20
19.	TERMINAL	MS25036-108	5
20.	SWITCH	ES57008-2	1
21.	SWITCH	407-362-013-101	1
22.	TERMINAL ASSY.	23009851	2
23.	RELAY	M83536/6-025M	1
24.	VOLTAGE REGULATOR	206-075-447-101	1
25.	CIRCUIT BREAKER	MS26574-3	1
26.	CIRCUIT BREAKER	MS26574-5	2
27.	CIRCUIT BREAKER	MS26574-10	1
28.	RELAY	W389CX-3	2
29.	RELAY	W389CX-13	1
30.	RELAY	W389CX-8	1
31.	MONOPOLE SENSOR TACHMETER	407-375-201-101	1
32.	THERMO SWITCH	214-040-805-001	1
33.	LAMP	MS3338-6839	24
34.	POWER SUPPLY	222-375-012-101	1
35.	CONNECTOR BATTERY	BD13-1	1
36.	SWITCH	120--111-1	2
37.	SWITCH	10648BHI5-1	1
38.	SWITCH	P1-80020	1
39.	CIRCUIT BREAKER	MS24509-A-10	2
40.	SWITCH	ES57178-1	1
41.	WARNING HORN	SC628N	1
42.	HORN	SC648S	1

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

S. No.	Description	Part No.	Qty
43.	HARNESS ASSY.	29432-011	1
44.	INDICATOR MGT	407-375-001-105	1
45.	DIRECTIONAL GYRO	206-075-606-107	1
46.	VALVE	4706-32	1
47.	VALVE	206-076-037-001	1
48.	VALVE	206-076-036-105	1
49.	A.C. COMPRESSOR	S-3008EC-6	1
50.	CARTRIDGE PUMP	1C27-10	1
51.	STARTER GENERATOR	206-062-200-113 MODEL NO.23081-	2
52.	TRANSMITTER FUEL	222--375-077-115	1
53.	ADAPTER	23002223	1
54.	FILTER ELEMENT	206-076-0734-003	4
55.	FILTER KIT FUEL	222-366-643-001	1
56.	FILTER ELEMENTS	23066697	2
57.	FILTER	6870032	5
58.	DISC PAC	407-340-340-103	2
59.	PLUG	406-010-121-101	12
60.	LOCK	406-010-123-101	12
61.	RETAINER	MS28774-211	4
62.	RETAINER	NAS578-48	10
63.	RING	6873905	12
64.	SEAL	6784419-8	3
65.	SEAL	6784419-2	4
66.	SEAL	6784419-3	4
67.	GASKET	23053996	2
68.	WEIGHT	206-011-157-101	4
69.	WEIGHT	206-011-157-103	3
70.	WEIGHT	206-011-157-105	4
71.	WEIGHT	212-010-710-113	1
72.	RETAINER	MS28774-015	5
73.	SEAL	406-310-407-101	2
74.	GASKET	13271	1
75.	RING RET	206-040-065-001	1
76.	GASKET	206-076-377-001	6
77.	PLUG	407-040-442-101	1
78.	SPRING	214-040-194-001	1
79.	SEAL	38-79004-1042-2	1
80.	SHIM	400-010-223-101	4
81.	SHIM	400-040-083-101	1
82.	SHIM	120-038-24-7	3
83.	SEAL	406-312-102-101	2
84.	SEAL	406-340-105-101	6
85.	SEAL	206-310-700-101	2
86.	VALVE	206-040-088-005	1

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

S. No.	Description	Part No.	Qty
87.	VALVE	P49-389	1
88.	RETAINER	M24742630153B	1
89.	SEAL	427-342-412-101	1
90.	RING RET	UR-331CD	1
91.	BELT	7270	2
92.	RECEIVER DRYER BLOWER	800-1179	1
93.	GASKET	406-376-001-101	4
94.	GASKET	23054602	11
95.	GASKET	MS9372-021	2
96.	GASKET	23007167	16
97.	VALVE	465C-63TW	1
98.	TUBE	206-064-276-101	1
99.	SEAL KIT	JHA73K	3
100.	SPRING	67588	3
101.	SPRING/ RETAINER	25399	4
102.	RETAINING RING	407-340-109-101	3
103.	ADAPTER INTERCONNECT	407-340-108-101	1
104.	SHIM	407-010-119-101	4
105.	WEAR SLEEVE	214-040-814-105	1
106.	PRE FLIGHT KIT`	407-530-002	1
107.	BEAM ASSY.	400-052-007-109	1
108.	FITTING	407-030-112-105	2
109.	CUSHION	400-052-015-105	2
110.	CUSHION	206-052-105-027	2
111.	CAP	400-052-007-111	2
112.	ADAPTER	427-042-440-103	1
113.	RING	MS28773-04	1
114.	RING	MS28773-06	2
115.	RING	6898657	4
116.	SLEEVE	427-342-415-101	1
117.	SEAL	23075960	1
118.	THERMOSTAT	206-040-555-001	1
119.	PAD ASSY.	D0163-1	4
120.	RING SEAL	6889096	4
121.	LATCH	90-015-032-235	2
122.	IGNITOR	6899084	1
123.	CHECK VALVE KIT	23069740	1 KIT
124.	NOZZLE ASSY.(PRESS OIL)	23001832	1
125.	FILTER	23068245	4
126.	GASKET	23009312	1
127.	VALVE ASSY. (BURNER DRAIN)	6854255	1
128.	RING RETAINING	MS3217-4047	3
129.	SEAL	209-340-265-103	6
130.	CAP ASSY.	412-040-318-103	2

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

S. No.	Description	Part No.	Qty
131.	LEVER ASSY.	406-010-425-107	2
132.	VALVE SOLINIOD	206-076-037-001	1
133.	BUSHING	406-310-406-101	1
134.	GASKET	6899354	2
135.	FITTINGS	NAS516-1A	2
136.	PLUNGER	CL-40-BP-3	1
137.	SHAFT	407-340-107-101	1
138.	GASKET	AN901-16A	2
139.	GASKET	206-064-213-193	1
140.	CHANNEL	206-064-902-0355	1
141.	CHANNEL	206-064-902-0365	1
142.	CLAMP T BOLT	NE102868-0245	2
143.	CLIP	407-070-701-101	2
144.	BELL CRNK	407-001-732-101	1
145.	VALVE	465C-56NB	1
146.	BUSHING 206	406-010-457-105	4
147.	BUSHING 206	206-010-338-003	4
148.	LATCH	90-015-102-156	1
149.	BLADE	50-010-3	6
150.	GROMET	50-009C2	3
151.	STUD	50-007W30C	4
152.	STUD	50-007W39C	1
153.	DECAL	407-070-008-101	1
154.	SIGNAL CONDITIONER	407-375-016-103	1
155.	SHOE	601-015-301	18
156.	CYLINDER GAS	407-515-108	1
157.	STOP ASSY.	407-010-207-10-1	2
158.	AFT SUPPORT	407-729-103	2
159.	PLUG ASSY.	601-019-105	2
160.	TEE	601-022-105	4
161.	BONDING STRIP	120-055-1-12	2
162.	SUPPORT ASSY.	400-052-015-101	2
163.	SHOE ASSY.	601-015-303	4
164.	CROSS TUBE SUPPORT	601-025-0056	4
165.	SHIM	406-010-423-131	1
166.	SHIM	427-010-419-101	1
167.	LINK ASSY.	S-3018EC-7	1
168.	STRAP	MS3367-25-9	5
169.	ACCELERO METER	28110900	2
170.	BRACKET	2913000	1
171.	CABLE ASSY.	29105605	2
172.	LAPTOP COMPUTER	6710B	1
173.	GARMIN GPS MAP 96	13035-1	1
174.	SOCKET	407-230-001-101	1

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

S. No.	Description	Part No.	Qty
175.	DEHYDRATOR ASSY.	T102102	1
176.	DEHYORATOR ASSY.	T102102/T102103	1
177.	JACK ASSY.	214-052-168-105	1
178.	RELAY EXTRACTION TOOL	M6106/31-001	2
179.	DRIVE SHAFT TOOL	407-0240-009-121	1 SET
180.	TOOL CELL PULLER	FNR-32515-001	1
181.	CLIP SHOOTING ELECTRICAL	31379-001	21

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

ANNEXURE II

Details of Bidder

REF:

To

The Commissioner Aviation,
Directorate of Aviation, Govt. of M.P.
Raja Bhoj International Airport
Bhopal - 462 030

Sirs,

I/We, the undersigned, offer to acquire, on an “as is where basis”, “as is what basis” and “whatever there basis”, the Helicopter Bell 407 and its spares in accordance with your RFP dated [•]. We hereby submit the DD drawn on [•] Bank dated [•] payable at [•] for an amount of Rs. [•] / Bank Guarantee dated [•] Issued by [•] Bank for an amount of Rs. [•] [strike out whichever is not applicable], towards EMD.

I/We have read and understood the terms and conditions stipulated in the RFP and hereby irrevocable undertake and agree to all the terms and conditions. I/We understand that submission of this proposal/bid confirms that we are aware of all the terms and conditions and that submission of this bid shall be deemed to mean that I/We have carried out due diligence in respect of the RFP, the Helicopter and other incidental matters. In case any information is found to be incorrect/ incomplete, I/We shall not hold Govt. of M.P. responsible for the same and shall not have any claim whatsoever.

I/We understand that this proposal may be considered for the purpose only after you have received the supporting documents in accordance with the RFP.

We understand you are not bound to accept this or any other proposal that you may receive.

I/We understand that time is of the essence for completing the acquisition formalities of the Helicopter and I/we agree and undertake to abide by it.

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

1	a) Full Name of the Bidder (in Block letters)		
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.		
	c) Mobile Nos.		
	d) E-mail ID		
2	Brief particulars of business (if any)		
4	Name and particulars of the Company/Firm/Person in whose name the Helicopter and its spare are to be purchased		
5	Details of Earnest Money Deposit (EMD)		
	a) Demand Draft No. / Bank Guarantee		
	b) Date of Demand Draft / Bank Guarantee		
	c) Name of the issuing Bank and Branch		
6	Income Tax Permanent Account Number(s) (PAN) of Bidder		

We hereby declare that all the information and statements made in this response are true and correct and accept that any misrepresentation contained herein may lead to our disqualification.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Address:

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

ANNEXURE-III

FINANCIAL BID

To

The Commissioner Aviation.
Directorate of Aviation.
Government of Madhya Pradesh.
Raja Bhoj International Airport.
Bhopal – 462030.
India.

Dear Sir,

I/ We submit my/ our Financial Bid as under:

1. Price of Helicopter Bell - 407 serial no. 53540 and its Spare parts mentioned in the tender document.

S.No	Details	Amount (in Indian Rupees)	
		(In figures)	(In words)
1.	Price of Helicopter Bell-407 serial no. 53540 and its Spare parts.		
The Bids shall be exclusive of statutory taxes and duties			

I/ We have gone through the terms and conditions and guide lines as mentioned in the tender document and I/ We shall abide by them.

Date:

Name of the Authorized person:

Place:

SIGNATURE

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

ANNEXURE-IV

Format of BANK GUARANTEE for EARNEST MONEY DEPOSIT

This Guarantee Agreement executed at [+] this [+] day of [+], Two thousand and thirteen (hereinafter referred to as the “**Guarantee**”)

BY

[+], Individual, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), Corporation, Firm (Sole Proprietor or Partnership, Society, Trust, Government Sector Undertaking or any other legal entity registered in India) at [+] and a branch office at [+] (hereinafter referred to as “the **Guarantor**”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF

The Directorate of Aviation, Govt. of M.P., hereinafter referred to as “**Seller**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Seller had called for the bids for selling Helicopter Bell 430, VT-MPS, serial no. 49035 and its spares (hereinafter referred to as “**the Helicopter**”), on an “as is where is”, “as is what is” and “whatever there is” basis, and for the purpose, [+] hereinafter referred to as the “**Bidder**”) has submitted their bids to the Bank subject to the terms and conditions contained in the Request for Proposal dated [+] (RFP).

AND WHEREAS in terms of the said RFP, *inter alia*, the Bidder is required to pay to the Seller earnest money deposit (EMD) by way of an unconditional and irrevocable bank guarantee for Rs. [+] (Rupees [+] only), in favour of the Seller, issued by a reputed Indian private/nationalized bank.

AND WHEREAS at the request of the Bidder, the Guarantor has agreed to issue the guarantee in favour of the Seller for the said sum of Rs. [+] (Rupees [+] only).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Seller as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Bidder, to the Seller forthwith all monies payable by the Bidder towards EMD to the extent of Rs. [+] (Rupees [+] only). Any such demand or claim made by the Seller, on the Bidder shall be final, conclusive and binding without the Bank needing to prove or demonstrate reasons for its such demand and notwithstanding any difference or any dispute between the Seller and the

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

- Bidder or any dispute between the Seller and the Bidder pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Seller and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Seller, in writing.
 3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
 4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - a) any change in the constitution or winding up of the Bidder or any absorption, merger or
 - b) amalgamation of the Bidder with any other company, corporation or concern; or
 - c) any change in the management of the Bidder or takeover of the management of the Bidder by the Government or by any other authority; or
 - d) acquisition or nationalization of the Bidder and/or of any of its undertaking(s) pursuant to any law; or
 - e) any change in the constitution of Bank; or
 - f) any change in the set up of the Guarantor which may be by way of change in the constitution, or
 - g) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or indemnities or any irregularity in the exercise of such powers.
 5. This Bank Guarantee shall be valid for a period of [+]
 6. This guarantee shall be binding upon the Guarantor and its successors-in-interest and shall be irrevocable.
 7. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed Rs. [+] (Rupees [+] only) This Guarantee will expire on [+] unless extended for a further period. Any demand or claim in writing under this Guarantee must be received by the Guarantor on or before [+]
 8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of [+] shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

The within named Guarantor: _____,

DIRECTORATE OF AVIATION, GOVT. OF M.P.
RAJA BHOJ INTERNATIONAL AIRPORT BHOPAL – 462 030

By the hand of Shri. _____,
It's Authorised Official