



**DIRECTORATE OF AVIATION
GOVERNMENT OF MADHYA PRADESH**

**Tender document for Sale of State Helicopter Bell-430, VT-MPS,
Serial no. 49035; It's Spares and Spare Engine Serial no. 844073**

Tender No. : F-48/Bell-430/Sale/

Directorate of Aviation, Govt. of M.P, Raja Bhoj International Airport, Bhopal -462 030, India.
Tel: +91 755 2646 366, 2641277
E- mpaviation@mp.gov.in

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

Ref no.F-48/Bell-430/Sale/

Dated: June 2019

NOTICE INVITING TENDER
Sale of State Helicopter Bell - 430 (VT MPS, Serial no. 49035) its spares &
Spare Engine Serial no. 844073

The Government of Madhya Pradesh invites online Tender from those willing to buy the State owned Helicopter with its spares & Documentation and spare engine Serial No. 844073. The detailed technical information and related terms & conditions are available on MP Tenders Portal <https://mptenders.gov.in/nicgp/app> and for viewing only on www.mpaviation.nic.in.

KEY INFORMATION

Sr.No	Description	Date/Detail
1.	Offset price	Rs. 2,66,16,068.00 (Rs. Two Crores Sixty Six Lakhs Sixteen Thousand Sixty Eight 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

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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. 2,66,160.00 (Rs. Two Lakhs Sixty Six Thousand One Hundred and Sixty 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 2,66,160.00 (Rs. Two Lakhs Sixty Six Thousand One Hundred and Sixty only) online, through e- procurement.
- 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.

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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

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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.

- 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

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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.

- 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

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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 -430, VT-MPS, serial no. 49035, its available spares and Engine on **As-Is-Where-Is Basis, As-Is-What-Is Basis and Whatever-There-Is Basis**. The details of the helicopter, its spare and engine 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 and engine 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, engine 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 engine, log books etc., that may be desirable for his submission of bid. For this purpose the helicopter along with its spares and engine 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 and engine.
- 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, its spares and engine. All the costs for transfer of ownership of helicopter along with spares and engine, 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.

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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.

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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 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 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.

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4 Offset Value of State Helicopter Bell 430, VT-MPS, Its Spares and Engine.

The Offset value for State Helicopter Bell 430, VT- MPS and its spares and engine is fixed as Rs. 2,66,16,068.00 (Rs. Two Crores Sixty Six Lakhs Sixteen Thousand and Sixty Eight 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, its spare and engine.
- 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.

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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 & engine 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 engine and removes it from State Hangar.

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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. on 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.

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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 engine 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.

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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.

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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.

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ANNEXURE-I

**A. TECHNICAL DETAILS OF STATE HELICOPTER BELL – 430, TWIN ENGINED, IFR
HELICOPTER**

MANUFACTURER OF HELICOPTER	:	BELL HELICOPTER. TEXTRON, USA.		
YEAR OF MANUFACTURE	:	1998		
SERIAL NUMBER OF HELICOPTER	:	49035		
INDIAN REGISTRAION	:	VT-MPS		
MAX. ALL UP WEIGHT	:	4218.00 KGS.		
EMPTY WEIGHT	:	2790.00 KGS.		
HELICOPTER HOURS	:	3210:15		
HELICOPTER LANDINGS	:	4133		
ENGINE MANUFACTURER	:	ROLLS ROYCE, USA.		
ENGINE TYPE	:	RR 250-C40B.		
ENGINE SERIAL NO.	:	CAE 844070	&	CAE 844164
ENGINE HOURS (TSN)	:	2293:34	&	1172:25
ENGINE CYCLES (CSN)	:	2681		1478

ENGINES EQUIPPED WITH FADEC (FULL SELLER 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	:	932 LTRS.
RANGE	:	320 NAUTICAL MILES.
MAX. SPEED (VNE)	:	150 KNOTS.

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

HELICOPTER EQUIPPED WITH AIR CONDITIONING SYSTEM.

FLIGHT CONTROLS : TWIN HYDRAULIC SERVO BOOST CONTROLS.

MAIN ROTOR BLADES : FOUR BALADED ROTOR COMPOSITE.

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YOKES : TWO FIBREGLASS.
LANDING GEAR : HYDRAULIC RETRACTABLE WITH AUTOMATIC NOSE WHEEL CENTERING DEVICE.
PARTICLE SEPERATORS KIT, FIRE DETCTION & EXTINGUISHING SYSTEM INSTALLED ON BOTH ENGINES.

AVIONICS AND INSTRUMENTS:

AVIONICS BY BENDIX/ KINGS – HONEYWELL.

AUTOPILOT : HONEYWELL KFC 500 :3 AXIS AUTO PILOT COUPLED WITH GPS, INTERFACE WITH EFIS AND INTEGRATED WITH CENTRAL AIR DATA SYSTEM.

HELICOPTER IS HAVING IIDS (INTEGRATED INSTRUMENT DISPLAY SYSTEM) WITH PRIMARY & SECONDARY SCREENS.

HELICOPTER IS FITTED WITH : 4 TUBE EFIS SYSTEM.
COLOUR WEATHER RADAR.
VHF 02 NOs.
HF 01 NO.
VOR 02 NOs.
ADF 01 NO.
DME 01 NO.
TRANSPONDER (MODE S) 01 NO.
RADIO ALTIMETER 01 NO.
GPS.
ELT.
CVR.
DR AND RR COMPASS.

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

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

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B. LIST OF AVAILABLE SPARES OF STATE HELICOPTER BELL -430, VT-MPS

S. No.	Description	Part No.	Qty
1.	FILTER	23063144	08
2.	DISC ASSY	36300-1	03
3.	LINING	066-12901	02
4.	KEY DRV	205-04101	06
5.	SHIM	430-010-436-101	05
6.	DUCT	230-362-001-101	01
7.	DUCT	230-362-001-102	01
8.	DISC ASSY	C048354-1	02
9.	DUCT	1375A105B073	06
10.	DUCT	230-362-002-101	01
11.	DUCT	230-362-002-102	01
12.	DUCT	230-362-004-101	01
13.	OIL FILTER	6898947	02
14.	N2 RPM PICKUP	23054164	02
15.	PIN ASSY	430-010-127-101	02
16.	BUSHING	430-010-421-101	04
17.	BUSHING	430-010-419-101	02
18.	BUSHING	430-010-418-101	02
19.	BUSHING	430-010-417-101	04
20.	BUSHING	430-010-416-101	02
21.	LUBE OIL	23069740	01
22.	SENER VALVE SOLE	430-375-233-102	01
23.	PARTICLE SEP	4706-28	01
24.	CONTROL	430-360-053-101-1008405	02
25.	RESTRAIN	430-010-212-101	01
26.	RESTRAIN	430-010-211-105	01
27.	COVER TIP	430-015-030-101	03
28.	SHEAR RESTRAIN	430-310-101-101	02
29.	TUBE ASSY	222-066-584-101	01
30.	MOUNT	222-075-123-105	01
31.	MOUNT	222-075-123-106	01
32.	PISTON RING	6889096	10
33.	SEAL	689857	08
34.	BRACKET	230-064-900-175S	01
35.	FILTER LUBE	23066697	01
36.	SOLENOID VALVE	313617-1	01
37.	LINK	430-001-513-101	01
38.	HOSE AIR	NAS1375A125B07	10
39.	CAP	Y-42499-1-1	02
40.	BRUSH	30300-1383	04
41.	SWITCH	205-076-044-009	01
42.	SWITCH	8-240-37	01
43.	BOLT	20-057-7-62D	04

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S. No.	Description	Part No.	Qty
44.	BOLT	50-047C6-36	08
45.	BOLT	50-047-C628	04
46.	BOLT	20-057C6-117D	08
47.	HOSE	230-365-503-101	01
48.	SWITCH	7G1113	01
49.	UPPER	01-0770501-00	01
50.	SWITCH	222-060-096-103	01
51.	ANTICOLL LIGHT LOWER	01-0770285-21	01
52.	SWITCH SCAS	95-64-14-B6	01
53.	RESOLCER YAW	430-375-008-101	01
54.	RELAY ICS	026-22002-01	01
55.	LIGHT	90-060-1	01
56.	CONNECTOR	D38999	02
57.	DIODE	30-251-1CC	10
58.	CONNECTOR	SM20CCD200B21	02
59.	SWITCH	95-42-11-46-59946	01
60.	CELL ASSY	28SP100	03
61.	STARTER GEN	206-0620-200-113	01
62.	PRESSURE TRANS OIL	222-375-077-113	01
63.	MAIN DRIVE SHAFT	222-044-006-109	01
64.	SENSER HTL FIRE EXT	23054163	01
65.	CONTAINER HUM	222-369-911-001	02
66.	PITCH TRIM TRANSDUSER	065-00162-0200	01
67.	PRESSURE TRANSDUSER	222-375-007-105	01
68.	ACTUATOR	222-336001-105	01
69.	NUT	90-099C6	08
70.	BOLT	50-047C6-32	07
71.	BOLT	50-047C8-31	06
72.	WASHER	222-044-655-101	10
73.	STUD	50-007W24C	15
74.	STUD	50-007W33C	12
75.	SCREW	NAS1189E4R7	26
76.	NUT	90-100C6	08
77.	KNR634A NAV RECIEVER	066-1078-10	01
78.	RECIEVER KTR 908 VHF	064-01023-0000	01
79.	CONTROL PANNEL KMS 540	065-0015+9-0501	01
80.	AUDIO PANNEL KMA24H	066-01055-0071	01
81.	DIRECTIONAL GYRO KSG 105	060-00013-0001	02
82.	AVSI KAV 485	066-03077-0064	01
83.	COMPUTER KCP 0520	065-00158-0211	01
84.	CDI INDICATOR	066-3034-18	01
85.	CLAMP	222-001-249-001	01
86.	NUT	141517-001	08
87.	ADF FREQUENCY SELECTOR KFS	071-1284-09	01

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S. No.	Description	Part No.	Qty
88.	THERMO STAT	8A 860-001	02

C. LIST OF AVAILABLE EQUIPMENTS OF STATE HELICOPTER BELL -430, VT-MPS

S. No	Description	Part No	Remarks
1.	GPF SOFTWARE PACIFIC NAVDATE	071-0152-03	
2.	VHF EQUIPMENT KTR 908 (COM 1)	064-1023-00	
3.	ADF (KDF) 806)	066-107701	
4.	TRANSPONDER PROVISION (MST – 67A)		
5.	TRANSPONDER EQUIPMENT (MST-67A)	006-01143-0201	
6.	GHFPS PROVISION (KLN – 90B)		
7.	GPS EQUIPMENT (KLN-90B)	066-04031-1122	
8.	OMNI W/CDO (KI-204)	066-3034-18	
9.	COMM-2 KTR – 908	064-1023-00	
10.	COMM-2 KTR-908 PROV		
11.	VHF / ADF PROV. W/AUDIO PANNEL (KMA24H)	066-1055-71	
12.	AFT/AUDIO ISC-5 STATIONS PPCI DUG & MEPI INSTRUCTIONS		
13.	ELT ARTEX C406 – 1HM, BAT EXP: APRIL 19.	C406-1HM (453-5003)	
14.	ADF ANT ALTERNATE LOCATION	---	
15.	VHF ANT ALTERNATE LOCATION	---	

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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 430, its spares and engine 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.

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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, its spare and engine 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:

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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-430 serial no. 49035, its Spare parts and Engine serial no. 844073 as mentioned in the tender document.

S.No	Details	Amount (in Indian Rupees)	
		(In figures)	(In words)
1.	Price of Helicopter Bell-430 serial no. 49035, its Spare parts and Engine serial no. 844073		
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

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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

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such demand and notwithstanding any difference or any dispute between the Seller and the 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: _____,

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