

**REQUEST FOR PROPOSAL**  
**FOR**  
**WET-LEASE OF TWIN ENGINED TURBINE JET AEROPLANE**



**DIRECTORATE OF AVIATION**  
**GOVERNMENT OF MADHYA PRADESH**  
**RAJABHOJ INTERNATIONAL AIRPORT**  
**BHOPAL-462 030**  
**INDIA**

**DIRECTORATE OF AVIATION: GOVT OF M.P.**  
**RAJA BHOJ INTERNATIONAL AIRPORT: BHOPAL 462 030**

Ref. No. F-45/Jet lease/13

Dated: April' 2017

**NOTICE INVITING TENDER**

**WET LEASE OF TWIN ENGINE TURBINE JET AEROPLANE FOR GOVERNMENT OF  
MADHYA PRADESH**

The Government of Madhya Pradesh desires to wet-lease one Twin Engined Turbine Jet aeroplane from **Scheduled Operator/ Non Scheduled Operator/ Leasing Agencies** as per tender document available for purchase on our e-procurement website **www.mpeproc.gov.in** and also available for viewing on **www.mpaviation.nic.in**.

The Directorate of Aviation, Government of Madhya Pradesh, Raja Bhoj International Airport, Bhopal 462 030, India invites online tender for "Wet-Lease of Twin Engine Turbine Jet Aeroplane" for Govt. of M.P.

<b>S No</b>	<b>Description</b>	<b>Date/Detail</b>
1	Issue of Tender/ Bid Document	Online from <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> and from Wednesday the 12 <sup>th</sup> April 2017 to Thursday the 27 <sup>th</sup> April 2017.
2	Last Date of receipt of queries	Deleted
3	Pre Bid Conference	Deleted
4	Due Date for submission of Bid	Thursday the 27 <sup>th</sup> April 2017 upto 1500 hrs.
5	Online Opening of Technical Bid	Thursday the 27 <sup>th</sup> April 2017 at 1530 hrs.
6	Online Opening of Financial Bid	To be communicated to Short-listed Bidders.
7	Cost of Tender Document	<b>Rs. 10,000/- (Rs. Ten Thousand only)</b> payable online only on <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>

Any Addendum/ Corrigendum in future will be uploaded on the above websites only. 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, Government of Madhya Pradesh reserves the right to accept/reject any/all tenders without assigning any reason thereof.**

COMMISSIONER AVIATION  
(GOVT. OF M.P)

## **DISCLAIMER**

The information contained in this Tender or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Directorate of Aviation, Government of Madhya Pradesh ("henceforth stated as **Tender Inviting Authority** or **TIA**") or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by the TIA to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this tender. This tender includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the Procurement and/or maintenance. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for the TIA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtains independent advice from appropriate sources.

Information provided in this tender to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TIA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

TIA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.

The TIA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this tender.

The TIA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

The issue of this tender does not imply that the TIA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the procurement and the TIA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the TIA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

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### Data Sheet

1)	<b>Name &amp; Address of the Tender Inviting Authority (TIA):</b> The Commissioner Aviation, Directorate of Aviation, Govt. of Madhya Pradesh, Raja Bhoj International Airport, Bhopal 462 030, Madhya Pradesh, India.
2)	<b>Method of Selection: Least Cost Basis (Among Technically Qualified Bidders)</b>
3)	Financial Bid to be submitted online on <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> only.
4)	A Pre Bid Conference will be held : Deleted
5)	Representative/ Point of contact for any queries related to the tender: The Commissioner Aviation, Directorate of Aviation, Raja Bhoj International Airport Bhopal – 462030 Tele : 0755-2646366 Fax : 0755-2641271 <b>Website :</b> <a href="http://www.mpaviation.nic.in">http://www.mpaviation.nic.in</a> <b>E-mail :</b> <a href="mailto:mpaviation@mp.gov.in">mpaviation@mp.gov.in</a>
6)	Bid should remain valid for 180 days from the Bid due date
7)	The Bidders are required to sign their Bids online using Class-III digital signature certificate.
8)	Consortia: Consortium not Allowed
9)	Technical and Financial Bid should be submitted separately on <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> only.
10)	Bid Security Amount's. 500,000/- only ( <b>Indian Rupees Five Lacs only</b> ). <b>To Deposited along with Technical Bid</b>
11)	Format for Bid Security : Bank Draft / Bankers Cheque / Bank Guarantee (As per Annexure VII) drawn in favour of <b>“The Commissioner Aviation, Madhya Pradesh” payable at Bhopal</b>
12)	Bid Security of all unsuccessful bidders shall be returned within 30 days of signing of Contract with the successful Bidder. The Bid Security of successful bidder shall be returned / adjusted against the Performance Security. Bids not accompanied by the Bid Security shall be rejected.
13)	Bids must be submitted no later than: <b>27<sup>th</sup> April, 2017 by 15:00 hours.</b> Bid received after this time will not be entertained nor considered.
14)	<b>Address for submission of the Bid:</b> The Commissioner Aviation, Directorate of Aviation, Govt. of Madhya Pradesh, Raja Bhoj International Airport, Bhopal - 462 030, India.
15)	Date of opening of Technical Bid: 27 <sup>th</sup> April, 2017 at 15:30 hours (IST) <b>Online opening of the Technical Bids will be conducted. The procedure for online opening of Technical Bids can be seen at <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a></b> <b><i>Bidders have an option to attend the opening of the Technical Bid in person.</i></b> <b><i>The opening shall take place online at TIA office :</i></b> The Commissioner Aviation, Directorate of Aviation, Raja Bhoj International Airport Bhopal – 462 030
16)	Expected date for opening of Financial Bid of eligible Bidders: (To be notified).

## E-PROCUREMENT GUIDELINES & INSTRUCTIONS TO BIDDER

S. NO	TITLE	DESCRIPTION
1.	Website	Bidders can have access to free view of tenders by using centralizer Govt. of Madhya Pradesh portal ( <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> ) of various departments.
2.	Live Tenders	To Download / View the tender notifications and corrigendum free of cost from website, follow the steps given below: - <ol style="list-style-type: none"> <li>1. Click on “TENDER” after opening the e-Procurement website.</li> <li>2. Provide all or any one of the options like “Tender Number”, “Region”, “Estimated Cost”, “Purchase of Tender Date (from and to)”, “Bid</li> <li>3. Submission End date” or “any key words from Tender Description”.</li> <li>4. Click “Submit” to view the results. A list of tenders will appear on the screen.</li> <li>5. Click to print the notification.</li> <li>6. Click to view the cost free documents.</li> </ol>
3.	Registration	For all the users it is mandatory to register themselves on MP E-procurement portal. Bidders are requested to follow the below steps for registration: - <ol style="list-style-type: none"> <li>1. Click “Register”, fill the online registration form.</li> <li>2. Pay the amount of 500/- through Internet Payment Gateway. Any of the Master / Visa card will be accepted.</li> <li>3. Send the acknowledgment copy to <a href="mailto:eproc_helpdesk@mpsdc.gov.in">eproc_helpdesk@mpsdc.gov.in</a> for verification or call Toll free No 18002588684</li> <li>4. As soon as the verification is being done the e-Procurement user id will be enabled.</li> <li>5. Before making the payment the Bidder will have to upload the following documents in scanned form in the website: -</li> </ol> <p><b>Documents to upload: -</b></p> <ol style="list-style-type: none"> <li>a) Company Address Proof</li> <li>b) PAN Card</li> <li>c) Company Registration Certificate</li> </ol>
4.	Participation in the Tender	After viewing the Tender Notification, if bidder intends to participate in tender, he has to use his e-Procurement User Id and Password which has been received after registration and acquisition of DSCs.
5.	Login	If any Bidder wants to participate in the tender he will have to follow the instructions given below: - <ol style="list-style-type: none"> <li>1. Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).</li> <li>2. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).</li> </ol> <p style="text-align: center;"><b>Or</b></p> <ol style="list-style-type: none"> <li>1. Go to Start &gt; Programs &gt; Internet Explorer.</li> </ol>

		<ol style="list-style-type: none"> <li>2. Type <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> in the address bar, to access the Login Screen.</li> <li>3. Enter e-Procurement User Id and Password, click on “Go”.</li> <li>4. Click on “Click here to login” for selecting the Digital Signature Certificate.</li> <li>5. Select the Certificate and enter DSC Password.</li> <li>6. Re-enter the e-Procurement User Id Password.</li> <li>7. Select the Departments from the drop box with which intends to participate in the tender.</li> </ol>
6.	Online Request for the Tender	<p><b>To make an request for Tender Document Bidders / Suppliers will have to follow below mentioned steps: -</b></p> <ol style="list-style-type: none"> <li>1. Click “Un Applied” to view / apply for new tenders.</li> <li>2. Click on for online request.</li> <li>3. Pay the Tender Fee / Processing Fee online.</li> <li>4. Click “Select Department” to switch over from one department to another.</li> </ol>
7.	Download Documents	<p>After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps: -</p> <ol style="list-style-type: none"> <li>1. Click to view the tender documents which are received by the user.</li> <li>2. Tender document screen appears.</li> <li>3. Click “Click here to download” to download the documents</li> </ol>
8.	Upload files – Technical Sheet / Price Sheet / EMD / mandatory documents	<p>To upload the supporting documents Bidders will have to follow the below mentioned steps: -</p> <ol style="list-style-type: none"> <li>1. Click “Click here to Attach the General Documents” to upload all the documents which are already saved in the vendor profile. This is the important and first step to be performed to avoid disqualification.</li> <li>2. Click “Click here to enter EMD Details” to feed the EMD details and upload the scanned EMD.</li> <li>3. When the user finishes with the payment of EMD, the “Red colour” will automatically turn to “Black colour” which reflects that the user is two steps ahead for the submission.</li> <li>4. Click “Click here to Download Empty Document” to download the Technical / Price Sheet and fill the same without changing the “File Name” and save on to the computer.</li> <li>5. Click “Click here to Upload the Filled File”, select the filled file which was already filled and saved in the same name. Click “OK” to upload the filled Technical / Price Sheet to the tender.</li> <li>6. Note that when the user uploads the filled Technical / Price Sheet, the “Red colour” will automatically turn to “Black colour” which reflects that user is ready for the final submission.</li> <li>7. Provide the entire mandatory documents (if any) requested by the official.</li> </ol>
9	To Upload / attach the additional documents	<p>Once the supporting documents are uploaded, these are to be attached with tender by following steps: -</p> <ol style="list-style-type: none"> <li>1. To attach the additional documents to any tender click “Document Library” and upload the same.</li> </ol>

		2. Attach the required documents to the concerned tenders from general document section to the tender document screen.
<b>10.</b>	To Submit the Tender	After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions: - 1. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not because once submitted bids cannot be revised. 2. Note down / take a print of bid control number once it displayed on the screen
<b>11.</b>	To participate for the opening	1. Tender opening event can be viewed online. 2. Competitors bid sheets are available in the website for all.
<b>12.</b>	e-Procurement Help Desk	Help Desk Contact Details: - Toll free no's : <b>18002588684</b> E-mail : <a href="mailto:eproc_helpdesk@mpsdc.gov.in">eproc_helpdesk@mpsdc.gov.in</a>

## 1 Introduction

1.1 The Directorate of Aviation, Government of Madhya Pradesh is entrusted with the provisions of air transport facilities for the dignitaries of the State/ Central Government within India. In this connection, the State Government desires to wet-lease one Twin Engined Turbine Jet aeroplane (“Aeroplane”) for a period of One (01) year from **Scheduled Operator/ Non Scheduled Operator/ Leasing Agencies** (hereafter called “Provider”) .The TIA intends to procure the wet lease of Aeroplane through an open competitive bidding process in accordance with the procedure set out herein. The subsequent paragraphs state general terms and conditions, eligibility criteria, evaluation process, and specification required for purchase of the said aeroplane in gist.

### 1.2 Availability of this Tender Documents

This tender document will be available from 1500 hrs on 12<sup>th</sup> April, 2017 to 1400 hrs 27<sup>th</sup> April, 2017 from the website of [www.mpaviation.nic.in](http://www.mpaviation.nic.in) and [www.mpeproc.gov.in](http://www.mpeproc.gov.in).

### 1.3 Single Stage Bidding Process

- a) Tender document are available for purchase online at [www.mpeproc.gov.in](http://www.mpeproc.gov.in). The bidders are required to register on [www.mpeproc.gov.in](http://www.mpeproc.gov.in) prior to the submission of bids. Bidders are also required to have a Digital Signature (DSC) with encryption from one of the Government of India authorized Certifying Authorities in order to submit a Bid online at the web [www.mpeproc.gov.in](http://www.mpeproc.gov.in). The list of the authorized Certifying Authorities can be found [http://cca.gov.in/cca/?q=licensed\\_ca.html](http://cca.gov.in/cca/?q=licensed_ca.html).
- b) Since the bidders are required to sign their bids online using class-III Digital, Signature Certificates with encryption they are advised to obtain the same at the earliest.
- c) For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. TIA will not be responsible for delay in issue of Digital Signature Certificate.
- d) If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- e) Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- f) Bidder must positively complete online e-tendering procedure at [www.mpeproc.gov.in](http://www.mpeproc.gov.in)
- g) TIA shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- h) For any type of clarifications bidders/contractors can visit [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and help desk contact No. 18002588684 or +91 8517936082 (Abhishek)
- i) Interested bidders may attend the free training program in Bhopal at their own cost. For further query please contact help desk.
- j) All time hours or hrs. Mentioned in this bid document is IST – India Standard Time (UTC/GMT +5:30 hours.)



#### 1.4 **Address for Communication**

Bidders are requested to contact the following person and his office for any clarification or query on any matters related to this tender.

#### **The Commissioner Aviation**

**Directorate of Aviation, Govt of M.P.**

**Raja Bhoj International Airport.**

**BHOPAL – 462 030, MP, India**

#### 1.5 Clarification on the Tender Document

##### 1.5.1 **Deleted.**

1.5.2 Nothing in this section shall be taken to mean or read as compelling or requiring the TIA to respond to any questions or to provide any clarification to a query. The TIA reserves the right not to respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if the TIA in its sole discretion considers that no reply is necessary.

1.5.3 No extension of Deadline for Submission of Bids will be granted on the basis or grounds that the TIA has not responded to any question or provided any clarification to a query.

#### 1.6 Bid Language

1.6.1 The Bid with all accompanying documents (the “Documents”) and all communication in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this Tender. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

1.7 Bid Currency: the Bidder are allowed to quote the Online Financial Bid in Indian National Rupee (INR) only.

## 2 General Conditions

2.1 Bids are invited from **Scheduled Operator/ Non Scheduled Operator/ Leasing Agencies (Provider)**. Only original Provider by themselves or through their authorised representative may need to apply.

2.2 All documents submitted by the Bidder(s) will be treated as confidential, and will not be returned to the Bidder(s), except stated otherwise in this document.

2.3 TIA reserves the right to accept or reject any or all tenders, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the Bidder(s). TIA also reserves the right not to award or enter into any contract or agreement with any Bidder(s), and may terminate the procurement process at any time without thereby incurring any liability to any Bidder.

- 2.4 Failure by any Bidder(s) to provide all of the information required in the Bid or any additional information requested by TIA may lead to rejection of the Bid in its entirety.
- 2.5 Bidder(s) have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract at any stage.
- 2.6 Wherever required by applicable laws, TIA shall deduct taxes at source, from the amounts payable, and shall provide to the Bidder the appropriate tax deduction certificate evidencing payment of such taxes.
- 2.7 The Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the tender.
- 2.8 Bidders are advised that the wet lease of the Aeroplane shall be on the basis of an evaluation by the TIA through the Selection Process specified in this Tender. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the TIA's decisions are without any right of appeal whatsoever.
- 2.9 The decision of the TIA shall be final and binding on all participating Bidders.
- 2.10 Upon signing of the contract by the TIA, the successful Bidder will have to supply the Aeroplane within the stipulated time limit on wet lease. It shall be deemed that by submitting the Bid, the Bidder has:
  - a) Made a complete and careful examination of the Tender;
  - b) Received all relevant information requested from the TIA;
  - c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender or furnished by or on behalf of the TIA;
  - d) Satisfied itself about all matters, things and information, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
  - e) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.11 Bidders should note the Bid Due Date, as specified in Data Sheet, for submission of Bids. Except as specifically provided in this tender, no supplementary material will be entertained by the TIA, and that evaluation will be carried out only on the basis of Documents received within Bid Due Date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the TIA reserves the right to seek clarifications under and in accordance with the provisions of clause 25.2 of this Tender document.
- 2.12 The TIA reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the Tender. Any such verification or the lack of such verification by the TIA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA there under.

3 Terms and condition of Wet Lease Twin Turbine Jet Aeroplane

- 3.1 The initial wet-lease period of one Twin Engined Turbine Jet aeroplane will be for a period of One (01) year from the date of signing of Wet Lease Agreement.
- 3.2 The lease period can be further extended on mutually agreed terms and conditions. The Govt of Madhya Pradesh shall reserve the right to terminate the agreement at one month notice.
- 3.3 **The Provider shall be a Scheduled Operator/ Non Scheduled Operator/ Leasing Agencies having valid Memorandum of Understanding or Agreement with Non Scheduled Operator(s) for providing aircraft on charter.**
- 3.4 **A minimum of 30 hours of flying per calendar month shall be underwritten in favour of the Provider.**
- 3.5 Flying shall be payable at per hour rate mentioned in the Financial Bid.
- 3.6 The Provider shall position the aeroplane at Bhopal on written/ verbal intimation from the Govt. The period of Agreement shall start from the day the aeroplane arrives at Bhopal.
- Clarification: If the date of commencement of operation in favour in Govt of MP is other than the first day of the month, then for the purpose of calculation of calendar month the next 30 days from the date of commencement of operation will be counted.*
- 3.7 The provider shall make the aeroplane available within two hours of the demand placed by Commissioner Aviation/ Flight Operations Officer.
- 3.8 The aeroplane, operation and maintenance crew shall be based at Bhopal during the lease period and accommodation/ transportation and other charges in their respect shall be the responsibility of the Provider.
- 3.9 The aeroplane shall be made available by mutually acceptable mode of communication between the Flight Operations Officer, MP and the Provider.
- 3.10 The necessary operational clearances, i.e., Met/ FIC/ ADC/ AOR/ ATC watch extension etc. shall be timely arranged by the Provider.
- 3.11 Fuel at airstrips within Madhya Pradesh not equipped with refuelling facility shall be arranged by the GOMP, if required. The cost of fuel will be borne by the Provider.
- 3.12 Preferably, all periodic maintenance during the lease period shall be carried out at Bhopal. The necessary approvals from the Regulator towards the maintenance shall be the responsibility of the Provider. For the purpose of scheduled maintenance activities four (04) days per month shall be permitted for which the Provider shall intimate in writing to The Commissioner Aviation, GOMP seven days before the date of proposed grounding.  
(Break in flying days should be utilized for maintenance activities to facilitate greater availability of aeroplane for Govt. tasks.)
- 3.13 Associated support, e.g., tools, equipment etc., if required (depending on availability with State Government), shall be made available to the Provider on the charges determined by the State Govt.
- 3.14 If the aeroplane is grounded for more than four days, the Provider shall make available aeroplane of similar capability at the same rate of charge. In such circumstances, the ferry charges of the replacement aeroplane to/ from Bhopal shall be borne by the Provider.

- 3.15 The condition of clause 3.14 may not be applicable in the event of Act of God.
- 3.16 The Provider shall reserve the right to replace the aeroplane/ crew by another similar aeroplane/ suitably qualified crew (on the approved terms & conditions) after prior consent from the State Govt. The expenditure towards this exchange shall be borne by the Provider.
- 3.17 In the event of ‘maintenance ferry’ to their maintenance base, the expenditure shall be borne by the Provider.
- 3.18 Entire document
- The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of the agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- I. Wet Lease Agreement;
  - II. Annexes of Agreement;
  - III. Tender document; and
  - IV. Letter of Acceptance.

#### **4 Multiple Bids**

- 4.1 Each Bidder shall submit only one (01) Tender, in response to this Tender. Any Bidder, who submits more than one Bid, will be disqualified.

#### **5 Cost of Tender Preparation**

- 5.1 The Bidder shall be responsible for all of the costs associated with the preparation of its Tender and its participation in the tendering process. Directorate of Aviation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the tendering process.
- 5.2 It would be deemed that by submitting the Tender, the Bidder has received all relevant information requested from the Directorate of Aviation.
- 5.3 The Directorate of Aviation shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### **6 Amendment of Tender Document**

- 6.1 At any time before the deadline for submission of Bid, TIA may, for any reason, whether at its own volition or in response to a clarification requested by a prospective Bidder, modify the tender by amendment. Any amendments / modifications to the tender Document, which may become necessary for any reason, shall be through issue of addendum(s) to the tender which shall set forth the said amendments/modifications thereto (hereinafter referred to as the “Addendum(s)”). All prospective Bidders who have purchased the tender document shall be informed of such Addendum(s) in writing

by E-mail and/ or Registered post, and the contents, terms and conditions of all such Addendums(s) shall be binding on Bidders. If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, TIA, reserves the right to extend the deadline for the submission of Bids. However no request from the prospective Bidder(s), shall be binding on the TIA for the same.

## 7 **Bid Validity Period**

- 7.1 Bid shall remain valid for a period 180 days from the Bid Due Date.
- 7.2 In exceptional circumstances, TIA may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the TIA and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse TIA's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of TIA shall not be permitted to modify its Bid.
- 7.3 After issuing of Letter of Acceptance (LOA), the Tender Validity Period for successful bidder shall deem to have been extended till the date of completion of the whole process.

## 8 **Due Date for Submission of Bid**

- 8.1 The tender should be submitted online on or before Thursday the 27<sup>th</sup> April, 2017 till 1500 hours on [www.mpeproc.gov.in](http://www.mpeproc.gov.in) only.

## 9 **Late Bid**

- 9.1 No Tender should be received after 1500 hrs of the tender due date.

## 10 **Modification and Withdrawal of Bid**

- 10.1 Modification or withdrawal of the Tender once submitted shall not be permissible.
- 10.2 After opening of the Technical Bid no new condition will be acceptable.

## 11 **Eligibility Criteria for the Bidder**

- 11.1 The bidder should be a legal entity registered in India or outside India under their respective legislations.
- 11.2 The Bidder should be original **Scheduled Operator/ Non Scheduled Operator/ Leasing Agencies (Provider)** of the Aeroplane or its authorised representative.
- 11.3 The Bidder should not have been debarred to participate in the tender by the Government of India / Government of Madhya Pradesh or any other State Government in India or any of its Undertaking, Corporation, Board or should not have been barred by any law.

## 12 **Eligibility Criteria for the Product offered on Wet Lease (Aeroplane)**

- 12.1 The aeroplane should be twin engine turbine jet aeroplane capable of carrying 7 passengers plus two pilots to a non-stop distance of atleast 700 nautical miles with adequate fuel to the nominated airfields and mandatory fuel at the alternative airfields.
- 12.2 The aeroplane must be installed with Auxiliary Power Unit.
- 12.3 The engines of the aeroplane should be equipped with Thrust Reversal System.

- 12.4 The provider must provide details of the cabin length, breadth and height of the aeroplane on offer.
- 12.5 The aeroplane must be Indian registered, pressurised, air-conditioned, certified for Visual/ Instrument Flight Operations and fitted with mandatory equipment's as specified by the DGCA from time to time for VIP operations. The relevant information must be provided as desired vide Annexure 1, 2 and 4.
- 12.6 The Flight/ Maintenance Crew must meet the relevant stipulations of CAR, Section 3, Air Transport, Series C, Part X 2010 Rev. 2 dated 27th June 2016 and CAR Section 8, Series 'O', Part 'III' Rev 3 dated 14th November 2014.(Annexure – 3)
- 12.7 Insurance of the aeroplane, third party, crew and passenger seats as per existing norms shall be ensured by the Provider

### 13 Preparation and Submission of Bid

- 13.1 The Bidders shall submit a digitally signed, encrypted and complete Bid comprising the documents and forms as mentioned in this tender document. The submission can be done electronically through the website and in accordance with the procedures specified in this tender document. Bids submitted by any other means will be rejected.
- 13.2 An authorized representative of the Bidders shall digitally sign the submission letters in the required format for both the Technical Bid and, if applicable, the Financial Bid. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Bid.
- 13.3 Bidders should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting.
- 13.4 The Bid or its modifications must be uploaded on the portal no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Bid or its modification for uploading after the deadline.
- 13.5 Once the Bid is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Bid submission. Any other system's functionality requirements are specified in this tender document.
- 13.6 The Technical Bid (Online) shall contain following annexures and documents duly filled in and digitally signed by authorized representatives of the bidder:
 

a) Covering Letter	-	Annexure-I
b) Tender Form	-	Annexure- I (A)
c) Certificate of Airworthiness/ Airworthiness Review Certificate	-	Annexure-II
d) Certificate of Installation of Twin Turbine Engines	-	Annexure-III
e) Certificate showing compliance of qualification of the PIC as in CAR Sec 3, Air Transport, Series C Part X	-	Annexure-IV
f) Anti-Collusion Certificate	-	Annexure-V
g) Power of Attorney for Signing/submission of Tender	-	Annexure-VI
h) Format for Bank Guarantee for Bid Security	-	Annexure - VII

13.6.1 The Scan copy of the Bid Security (Demand Draft / Bank Guarantee) of the required value and in approved format in a separate folder duly marked as Bid Security should be placed under the ONLINE technical bid.

13.7 Deleted

13.7.1 Power of attorney should be executed as per applicable laws and in case of power of attorney issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However this requirement is exempted to all those countries who are signatories to the “Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, the Apostille Convention, or the Apostille Treaty”.

13.8 The Technical bid should accompany the required additional documents mentioned or alluded in the respective annexures

13.9 The format for submission of Financial Bid is enclosed at Annexure - VIII.

#### 14 **Bid Evaluation**

14.1 Prior to evaluation of Bids, the TIA will determine whether each Bid is responsive to the requirements of the Tender. The TIA may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- a) The Technical Bid is received in the form as specified above;
- b) Bid is received by the Bid Due Date and Time including any extension thereof. It is accompanied by the Bid Security as specified in clause 17.1 of this tender document. It is accompanied by the Power of Attorney as specified in clause 13.2, 13.7.1 and Annexure VI of this tender document;
- c) It contains all the information (complete in all respects) as requested in the Tender;
- d) It does not contain any condition or qualification; and
- e) It is not non-responsive in terms hereof.

14.2 The TIA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the TIA in respect of such Bids.

14.3 The TIA shall subsequently examine and evaluate Bids in accordance with the Selection Process specified and the criteria set out in this Tender.

14.4 After the technical evaluation, the TIA shall prepare a list of short listed Bidders in terms of opening of their Financial Bids. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of short listed Bidders will be read out. The opening of Financial Bids shall be done in presence of respective representatives of the Bidders who choose to be present. The TIA will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.

14.5 The Bidders are advised that Selection shall be entirely at the discretion of the TIA. The Bidders shall be deemed to have understood and agreed that the TIA shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

14.6 Bidders, who qualify technically as per the eligibility criteria, will not be deemed to have automatically qualified. The technical proposal shall be examined comprehensively to decide on whether particular bid is technically eligible or not.

- 14.7 Any information contained in the Bid shall not in any way be construed as binding on the TIA, its agents, successors or assigns, but shall be binding against the Bidder if the Procurement is subsequently awarded to it.
- 14.8 Method of Selection of the successful bidder will be on Least Cost Basis among the technically qualified bidders as mentioned above. The bidder who shall quote the minimum of total cost as mentioned in the Financial Bid shall be considered for selection depending upon fulfilment of other conditions of the tender and agreement.
- 14.9 The Bids shall be exclusive of statutory taxes and duties.
- 14.10 In the event that two or more Bidders quote the same amount, The TIA may:
- a) Invite fresh Bids from the Bidders;
- OR
- b) Take any such measure as may be deemed fit in its sole discretion, including annulment of the Tendering process.
- 14.11 The TIA's evaluation committee shall conduct the opening of the Technical Bids online immediately after the Bids' submission deadline at 15:30 Hrs. and following the procedure described in this tender document. The folder with the Financial Bid shall remain unopened, encrypted and shall be securely stored on the portal.
- 14.12 Subject to provision mentioned in this tender document, the evaluators of the Technical Bids shall have no access to the Financial Bids until the date and time of opening of financial bids.
- 14.13 The Bidders is not permitted to alter or modify its Bid in any way after the Bid submission deadline.
- 14.14 The Financial Bids shall be opened online by the TIA's evaluation committee as described in in the tender document. At the opening, the names of the technically qualified Bidders shall be read aloud first. The Financial Bids shall be then opened, the total prices read aloud. The records of the opening shall remain on the portal for the information of the Bidders who submitted Bids.
- 14.15 Financial Bids of those Bidders whose Technical Bids did not meet the minimum qualifying criteria shall not be opened. The Bidder's attendance at the opening of the Financial Bids (online, or in person, if such option is indicated in the Data Sheet) is optional and is at the Bidder's choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Bidders sufficient time to make arrangements for attending the opening.
- 14.16 Financial Bid should be filled online only at [www.mpeproc.gov.in](http://www.mpeproc.gov.in). In case, financial bid is mixed with technical bid or submitted / scanned / digitally signed with technical bid, TIA will reject the bid at any stage.
- 14.17 Scan copy of the bid security will be uploaded with technical Bid and Original Hard copy must reach TIA office within 7 days from the bid submission date, falling which TIA may reject the bid at its discretion.

Address for sending bid security (Demand Draft / Bank Guarantee):

**The Commissioner Aviation,  
Directorate of Aviation,  
Raja Bhoj International Airport  
Bhopal-462030 MP, India**



## 15 **Bid Rejection**

15.1 Bid(s) shall be liable for rejection by TIA in following circumstances.

- a) Conditional bids.
- b) The Bid is non-responsive.
- c) Bid is received after the due date (late tender).
- d) False or concealment or misrepresentation of facts in the bid.
- e) Bidder whose proposed product (Aeroplane) fails to meet the required Technical Criteria for eligibility set out in clause 12 of this tender document.

15.2 If on scrutiny the TIA observes that the aeroplane does not fulfil the requirement of the Government of M.P the Technical Bid may be rejected.

## 16 **Pre-bid Conference - Deleted**

## 17 **Bid Security**

17.1 The Bidder has to submit a Bid Security denominated in Indian Rupees of Rs. 5,00,000/- (Indian Rupees Five Lakhs only) in the form of Bank Draft/ Bankers Cheque drawn in favour of "The Commissioner Aviation, Madhya Pradesh" payable at Bhopal or Bank Guarantee, issued by a scheduled commercial bank in India in the form provided in Annexure VII and valid for 45 days beyond the validity of the bid.

17.2 Any bid from a Bidder, not secured in accordance with the provisions stated above will be summarily rejected by the purchaser, as non-responsive.

17.3 Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the contract with the Successful Bidder.

17.4 Discharge of Bid Security of Successful Bidder

The Bid security of successful bidder shall be retained as interest free security till its replacement by the Performance Security. The Successful Bidder shall be required to furnish a Performance Security on or before the date of signing the contract.

17.5 Forfeiture of Bid Security

The Bid Security of a Bidder shall be forfeited in the following events:

- a. If a Bidder withdraws or amends the bid during the period of Bid validity or,
- b. In the case of a Successful Bidder, if the Bidder fails to sign the contract.
- c. In the case of any other situation as may be specified in the tender document.
- d. In case of successful Bidder, fails to submit the Performance Security
- e. In case of misrepresentation or submission of false and fabricated documents along with the Bid

## 18 **Undue Solicitation or Canvassing**

Unless specifically requested by the TIA for a clarification, no Bidder shall contact the TIA on any matter relating to its Bid, from the time of Qualification Bid opening to the time the contract is executed with the Successful Bidder.

19 **Award of Contract**

The bidder whose total cost quoted in the Financial Bid is adjudged to be the lowest amongst the short listed Bidders shall be considered as the preferred bidder for the award of contract.

20 **Performance Security**

- a) The successful Bidder shall furnish a Performance Security (in the format of Annexure IX) in the form of a Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of Tender Inviting Authority for an amount of Rs 10,000,000/- (Indian National Rupees Ten Lakhs only) The Bank Guarantee shall be as per the format given at “Annexure IX” shall remain valid for one year & shall be renewed before the expiry of the term of agreement exceeds its validity.
- b) Performance Security shall be submitted alongwith the signing of Agreement, failing that the Bid Security may be forfeited.
- c) If the Provider violate any of the terms and conditions of the Agreement, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Authority, in addition to termination of the Agreement. If the agreement is not terminated the bank guarantee shall be made good by provider to the extent it is forfeited.
- d) After the completion of the Agreement, The Authority will release the Performance Security to the Provider within seven working days.

21 **Signing of Contract**

Bidders should note that in the event of acceptance of its Bid, the successful Bidder would be required to execute the Wet Lease Agreement in accordance with terms and conditions contained herein, in the form to be shared later, with such modifications thereto/therein as may be mutually agreed upon by the TIA and the Bidder. It is clarified that the issuance of the LoA shall be followed by signing of the contract (as aforesaid) for timely supply of the product (Aeroplane).

22 **Incidental Expenses**

Any and all incidental expenses of execution of the contract shall be borne by the successful Bidder.

23 **Annulment of Award**

Failure of the Successful Bidder to comply with the requirements set forth in this tender Document and /or the provisions of the contract to be entered later shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security/ Performance Security as applicable.

24 **Failure to Abide by the Wet Lease Agreement**

The conditions stipulated in the contract shall be strictly adhered to by the successful Bidder and any violation thereof by the successful Bidder may result in termination of the contract without prejudice to any rights available to the TIA upon such termination as set forth in the Agreement.

**25 Miscellaneous**

- 25.1 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.
- 25.2 The TIA, 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 TIA 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.
- 25.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the TIA, 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.
- 25.4 The TIA reserves the right to reject the Technical Bid if the technical features of the aeroplane offered are not found suitable.
- 25.5 All documents and other information supplied by the TIA or submitted by a Bidder shall remain or become, as the case may be, the property of the TIA. The TIA will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

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**COVERING LETTER**  
**(On the firm’s letter head)**

To,

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

**Ref: Wet lease of Twin Engine Turbine Jet Aeroplane for Government of Madhya Pradesh.**

Sir,

With reference to your Tender Document dated ....., I, having examined all relevant documents and understood their contents, hereby submit our Tender for Wet-Lease of Twin Engined Turbine Jet Aeroplane. The Bid is unconditional and unqualified.

1. All information provided in the Tender and in the Appendices is true and correct and all documents accompanying this Tender are true copies of their respective originals.
2. I shall make available to the TIA any additional information it may deem necessary or require for supplementing or authenticating the Tender.
3. I acknowledge the right of the TIA to reject our Tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I declare that I have examined and have no reservations to the Tender Documents, including any Addendum issued by the TIA;
5. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Tender that you may receive nor to select the bidder, without incurring any liability to the Bidder.
6. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the TIA [and/ or the Government of India, Govt of Madhya Pradesh] in connection with the Purchase of aeroplane or in connection with the Selection Process itself.
7. The Bid Security of Rs. 500,000.00 (Rupees Five Lakhs only) in the form of a Bank Guarantee/ Demand Draft/ Banker’s Cheque is attached, in accordance with the Tender document.
8. I agree and understand that the Bid is subject to the provisions of the Tender document. In no case, shall I have any claim or right of whatsoever nature if the purchase of the aeroplane is not awarded to us or our Bid is not opened or rejected.
9. I agree to keep this offer valid for 180 (one hundred eighty) days from the Bid Due Date specified in the Tender.
10. A Power of Attorney in favour of the authorised signatory to sign and submit this Bid and documents is attached herewith in Annexure-VI.
11. In the event of my firm being selected as the preferred Bidder, I agree to enter into a Contract in accordance with the terms and conditions of this Tender.
12. The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us.
13. I agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I submit this tender under and in accordance with the terms of the Tender Document.

I am enclosing our tender including other required information of the Tender Document and the Financial Bid for your evaluation.

Dated this.....Day of....., 2017

Name of the Bidder

.....

Signature of the Authorized person

**ANNEXURE – I(A)**  
(To be submitted in Online)

**TENDER FORM**

(To be submitted and signed by the Authorized person)

1. Name of the Bidder :
2. Scheduled/ Non Scheduled Operator Permit and validity :  
(In case of Leasing Agency NSO permit & validity of the operator with whom MOU/ Agreement has been signed)
3. Copies of valid MOU/ Agreement (in case of Leasing Agency) :
4. Complete Registered office address :
5. Address for communication :
6. Address of Indian Office :
7. a. Telephone No. of the office :  
b. Mobile No. ....  
c. Fax No.....  
d. E-mail Address :
8. PAN No. ....
9. TAN No. ....
10. Service Tax No. ....
11. Bank details of the Bidder
  - a. Name of Bank Branch :
  - b. Account No. ....
  - c. IFSC code :
12. All such documents which are required to be filed under terms and conditions are submitted herein.
13. We the undersigned declare that the statement made herein and the information provided in enclosed form is true and correct with all respect.
14. We hereby confirm that we have read and understood all the detailed terms and conditions of this tender as required.
15. This form is submitted with the understanding that,
  - a. At the time of submission of the Tender, all the information shall be subject to verification.
  - b. The TIA reserves the right to reject or accept any or all the Tenders or Tender process.
  - c. The TIA shall not be responsible for any of the above mentioned action and shall not be bound to give any information in this regard.

Date:

Place:

Name and signature of the Bidder

**ANNEXURE –II**

(To be submitted online with Technical Bid printed on the Provider's letter head)

**CERTIFICATE OF AIRWORTHINESS/ AIRWORTHINESS REVIEW  
CERTIFICATE**

(In compliance of para 4.9 of CAR, Section 3, Air Transport, Series C, Part X Rev 2, dated 27<sup>th</sup> June 2016)

This is to certify that the Certificates of Airworthiness and Airworthiness Review Certificate issued / renewed by \_\_\_\_\_ (concerned DGCA Head / Regional Office) in respect of VT-\_\_\_\_\_ (registration of aero plane) is valid from \_\_\_\_\_ (date / month/ year) to \_\_\_\_\_ (date /month/year).

A copy of same is being enclosed for ready reference.

Date:

(Name /Signature)

Place:

(Accountable Manager/ Quality Manager)

**ANNEXURE – III**

(To be submitted online with Technical Bid printed on the Provider's letter head)

**CERTIFICATE OF INSTALLATION OF TWIN TURBINE ENGINES**

(In compliance of para 4.2 of CAR, Section 3, Air Transport, Series C, Part X Rev 2, dated 27<sup>th</sup> June 2016)

This is to certify that VT\_\_\_\_\_ (registration of aeroplane) is fitted with jet turbine engine serial number\_\_\_\_\_ (left-hand engine) and serial number \_\_\_\_\_ (right-hand engine).

Date:

(Name /Signature)

Place:

(Accountable Manager/ Quality Manager)

**ANNEXURE –IV**

(To be submitted in Online)

**CERTIFICATE SHOWING COMPLIANCE OF QUALIFICATION OF THE  
PIC AS IN CAR SECTION 3, AIR TRANSPORT, SERIES C PART X**

(In compliance of para 6.15 of CAR, Section 3, Air Transport, Series C, Part X Rev 2, dated 27<sup>th</sup> June 2016)

The relevant details in respect of the designated Pilot-in-Command have been correctly and truthfully furnished in the column (I) and/or (II) below after verification from the relevant records as on \_\_\_\_\_(date/month/year).

**OPERATION BY AEROPLANE** : VT – (Registration)

- 1. Name of Pilot-in-Command :
- 2. Air Line Transport Pilot’s Licence (A)/ Commercial Pilot’s licence (A) :
- 3. Valid till :
- 4. Instrument Rating Valid till :
- 5. Flying Experience (all columns must be filled)

S. No.	Details	Required hours	Actual
a.	Total experience on fixed wing aircraft, including	3,000:00	
b.	Total experience as Pilot-in-command	2,000:00	
c.	Pilot-in-Command experience on Type	50:00	
d.	Night flying experience	50:00	
e.	Pilot-in-Command experience in last six months	30:00	
f.	On Type in the last 30 days, immediately preceding the date of intended flight *	05:00	

\* Note:- In case 30 hrs. recency during the last 6 months is not met with, then in the last 30 days, a satisfactory Skill Test (as required for licence renewal) shall be carried out followed by 5 hrs. of PIC experience.

Date :

(Name /Signature)

Place:

(Accountable Manager / Operations Manager)



**ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Tender, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Tender.

Dated this.....Day of....., 20.....

Name of the Bidder

.....

Signature of the Authorized person

.....

Name of the Authorized person

**POWER OF ATTORNEY FOR  
SIGNING/SUBMISSION OF TENDER**  
(On Non judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, we .....(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for wet lease of twin engine turbine jet aeroplane for Government of Madhya Pradesh including signing and submission of all documents and providing information/responses to Directorate of Aviation, representing us in all matters before Commissioner Aviation and generally dealing with Directorate of Aviation in all matters in connection with our Tender for the supply of the said aeroplane.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For.....

(Signature)

(Name, Title and Address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as are solution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However this requirement is exempted to all those countries who are signatories to the "Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, the Apostille Convention, or the Apostille Treaty".*

Format for Bid Security (Bank Guarantee)

**FORMAT FOR BANK GUARANTEE FORMAT FOR BID SECURITY**

(To be valid for 180 days from the Bid Due Date)

**UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE**

To

The Tender Inviting Authority

Whereas (insert the name of the bidder) (hereinafter called the “Bidder”) has submitted its tender Bid dated (insert date) for wet lease of twin engine turbine jet aeroplane for Government of Madhya Pradesh (hereinafter called the “Tender”) against the Tender (Insert Tender reference number) issued by Commissioner Aviation, Govt. of Madhya Pradesh (hereinafter called “Authority”).

Know all persons by these presents that we (insert name of the bank) of (insert address of the bank) (Hereinafter called the “Bank”) having our registered office at (insert regd. office address of bank) are bound unto <insert the name and address of the procuring authority> (hereinafter called the “Authority”) in the sum of (insert guarantee amount) for which payment will and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract. or
  - b) fails or refuses to accept/execute the contract. or
  - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Authority the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....\* (Name & Address of the .....\* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

\* the Branch of the bank should be at Bhopal.

Signature of the Authorised Officer of the Bank)

Name and Designation of the Officer

Seal, name & Address of the Bank and the Branch

**ANNEXURE –VIII**  
(To be submitted in Online only)

**FINANCAL BID – WET LEASE OF TWIN TURBINE ENGINE JET AEROPLANE**

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
1.	Rate per hour of flying in INR	In words  In figures
The Bids shall be exclusive of statutory taxes and duties.		

Date:

(Name/Signature)

Place:

(Authorised signatory of the Provider)

**Instructions**

1. The rate must be filled by indelible ink without overwriting or correction.
2. In case of difference in words and figures, the lower value will be considered.

**Notes:**

1. Airport related charges, as applicable will be reimbursed at actual.
2. This Financial Bid should be filled online only at [www.mpeproc.gov.in](http://www.mpeproc.gov.in). In case of Financial Bid mixed with Technical Bid or submitted/ scanned/ digitally signed with Technical Bid, TIA will reject the Bid.

**ANNEXURE IX**

(Scan copy should be submit Online and hard copy should reach TIA)

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

Issuing Bank: [insert: Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: [insert: Name and Address of Authority]

Date: \_\_\_\_\_

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

We have been informed that [insert: name of the Awardee] (hereinafter called "the Supplier") has entered into Contract No. [Insert: reference number of the contract] dated \_\_\_\_\_ with you, for supply of..... (Hereinafter called the “Bid”). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [insert: name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] (Rs\_\_\_) [insert: amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

This guarantee shall be valid until the..... Day of ....., 20.....

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Our..... branch at..... (Name & Address of the ..... branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....branch a written claim or demand and received by us at our .....branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

\_\_\_\_\_  
[Signature(s)]

Signature of the Authorised Officer of the Bank)  
Name and Designation of the Officer  
Seal, name & Address of the Bank and the Branch