GLOBAL TENDER

The Government of Maharashtra (GOM), India, intends to sell one aircraft along with spares, on an “As is Where is and What is basis” brief details of which are as under:

<table>
<thead>
<tr>
<th>Make</th>
<th>Call Sign</th>
<th>Year of Manufacture</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eurocopter AS365N3 Dauphin N3</td>
<td>VT-MGK</td>
<td>2000</td>
<td>Date of Registration 23 Apr 2001</td>
</tr>
<tr>
<td>S.I. No 6582</td>
<td></td>
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</tbody>
</table>

The tender document containing the details of the helicopter and terms & conditions of sale can be obtained from the office of the “Director Civil Aviation, Government of Maharashtra,” on submission of a written application with accompanying Demand Draft / Pay Order payable in Mumbai (non-refundable fee) for Indian Rs.5000/- (Rupees Five Thousand only) drawn in favour of the “Director of Aviation, Government of Maharashtra”. The tender documents are also available on website www.maharashtra.gov.in. Interested buyers may, at their own option download the tender documents from the web site. However, at the time of submission of offer, the application fee of Rs.5000/- needs to be paid by way of Demand Draft / Pay Order.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>PLACE</th>
<th>DATE &amp; TIME (IST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale of tender documents</td>
<td>Office of Director Civil Aviation, Government of Maharashtra, Hanger No. 6, Juhu Aerodrome, Vile-Parle (W), Mumbai – 400 054</td>
<td>15/03/2013 to 30/03/2013, from 10.00 hrs to 16.00 hrs (Except 2nd /4th Saturday/ Sunday &amp; Public Holidays).</td>
</tr>
<tr>
<td>Submission of the bids</td>
<td>Office of Director Civil Aviation, Government of Maharashtra, Hanger No. 6, Juhu Aerodrome, Vile-Parle (W), Mumbai – 400 054</td>
<td>Up to 08/04/2013, from 10.00 hrs to 16.00 hrs (Except 2nd /4th Saturday/ Sunday &amp; Public Holidays)</td>
</tr>
<tr>
<td>Opening of the bids</td>
<td>Office of Additional Chief Secretary (Aviation), Government of Maharashtra, General Administration Department, Mantralaya, Mumbai – 400 032</td>
<td>On 10/04/2013 at 11.00 hrs</td>
</tr>
</tbody>
</table>

DA/ADM/ 333 /2013
04th Mar 2013

Sd/
(Capt. Sanjay Karve)
Director Civil Aviation
Government of Maharashtra
GOVERNMENT OF MAHARASHTRA

SALE OF DAUPHIN AS365N3 HELICOPTER

TENDER DOCUMENT

2013
# INDEX

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<td>17</td>
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<td>IV</td>
<td>Details of the Helicopter</td>
<td>18</td>
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</tbody>
</table>
The Government of the State of Maharashtra (GOM), India, invites sealed bids from parties, Indian or Foreign, interested in purchase of aircraft along with the spares, owned by GOM, on an “As is where is and what is” basis the details of which are as below:

<table>
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The tender document containing the details of the aircraft and terms & conditions of sale can be obtained from the office of the Director Civil Aviation, Government of Maharashtra, Hangar No. 6, Juhu Aerodrome, Vile-Parle (W), Mumbai – 400 056 on submission of a written application with accompanying Demand Draft / Pay Order payable in Mumbai (non-refundable fee) for Indian Rs.5000/- (Rupees Five Thousand only) drawn in favour of the “Director of Aviation, Government of Maharashtra”. The tender documents are also available on website www.maharashtra.gov.in. Interested buyers may, at their own option download the tender documents from the web site and submit their offer along with the prescribed tender fee in the form of Demand Draft / Pay Order. GOM will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids including expenses relating to inspection of the aircraft. The bids will be opened in the presence of the bidders or their representatives who choose to attend.
The bidding schedule is as below:

**BIDDING SCHEDULE**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<th>DATE &amp; TIME (IST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale of tender documents</td>
<td>Office of Director Civil Aviation, Government of Maharashtra, Hanger No. 6, Juhu Aerodrome, Vile-Parle (W), Mumbai – 400 056.</td>
<td>15/03/2013 to 30/03/2013, from 10.00 hrs to 16.00 hrs (Except 2nd /4th Saturday/ Sunday &amp; Public Holidays).</td>
</tr>
<tr>
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<td>Office of Director Civil Aviation, Government of Maharashtra, Hanger No. 6, Juhu Aerodrome, Vile-Parle (W), Mumbai – 400 056.</td>
<td>Up to 08/04/2013, from 10.00 hrs to 16.00 hrs (Except 2nd /4th Saturday/ Sunday &amp; Public Holidays)</td>
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<tr>
<td>Opening of the bids</td>
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<td>On 10/04/2013 at 11.00 hrs</td>
</tr>
</tbody>
</table>

Director Civil Aviation,
Government of Maharashtra,
Hanger No. 6, Juhu Aerodrome,
Vile-Parle (W), Mumbai – 400 056, India.
Tel: +91 22 2661 3544/3300 Fax: +91 22 2661 3910.
Email id: wingsmaharashtra@rediffmail.com
SECTION - II
TERMS & CONDITIONS

1. GENERAL

1.1 Scope of Bid

1.1.1 The Government of Maharashtra (GOM), India, (hereinafter referred to as “the Seller”) wishes to sell a Eurocopter manufactured Dauphin AS365N3 Helicopter along with spares in “as is where is and what is” basis. The details of the helicopter and spares are given in Section IV. The Seller reserves the right to sell the aircraft along with spares to a single bidder or to separate bidders.

1.1.2 Interested bidders will have to quote a price for purchasing the aircraft along with spares in Indian Rupees/US Dollars/Euros.

1.1.3 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 aircraft. All the costs for transfer of ownership of helicopter along with spares, any taxes or duties that may be payable and cost of transporting including insurance and other such costs, will have to be borne by the successful bidder.

1.2 Inspection of Aircrafts and Spares

1.2.1 The bidder shall, prior to submitting his bid for the purchase of the aircraft, visit and inspect the aircraft and spares, at his own expense and obtain and ascertain for himself on his own responsibility, all information, data, etc. including interalia actual conditions regarding state and condition of the aircraft, log books, etc., that may be desirable for his submission of bid.

For this purpose the aircraft along with spares will be available for inspection by interested bidders from 15th March 2013 to 30th March, 2013, from 10.00 hrs to 16.00 hrs (IST) (excluding 2nd/4th Saturday, Sunday and Public Holidays), at the office of the Director of Aviation, Government of Maharashtra.
situated at Hanger No. 6, Juhu Aerodrome, Vile Parle (W), Mumbai - 400 056, India, with prior confirmation (Tel: 91 22 26613544 /26613910 Fax: 91 022 26613910). Two working days’ notice will be required for preparation of entry pass. 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 person being Capt. Sanjay Karve, Director Civil Aviation, Government of Maharashtra.

1.2.2 On having purchased the bid and submitted it, the bidder shall be deemed to have full knowledge concerning the helicopter along with spares.

1.3 Cost of Bidding

1.3.1 The bidder shall bear all the costs associated with the preparation and delivery of its bid and the Seller will in no case be responsible or liable for those costs.

1.4 Assurance

1.4.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to execute the purchase, pursuant to the Contract within the time set forth therein.

2. BIDDING DOCUMENTS

2.1 Bidding Documents

2.1.1 The specifications of the aircraft to be sold, bidding procedure and Purchase Agreement terms are prescribed in the Bidding Documents. In addition to Invitation for bids the Bidding Documents include:

2.1.1.1 Terms & Conditions
2.1.1.2 Special Conditions of the Contract
2.1.1.3 Details of Aircraft
2.1.1.4 Schedules & Annexure

2.1.2 The bidder is expected to examine the Bidding Documents, including all instructions, schedules, annexures, terms and specifications. Failure to furnish all information as per the Bidding Documents or submission
of a Bid not substantially responsive to the Bidding Documents in every respect will result in the rejection of the Bid.

2.2 Clarification of Bidding Documents

2.2.1 Prospective Bidders requiring any further information or clarification of the Bidding Documents may notify the Seller in writing, email or fax (hereinafter, the term “fax” is deemed to include electronic transmission such as facsimile, cable and telex) at the Seller’s mailing address indicated in the Invitation for Bids. The Seller will address to any request for information or clarification of the Bidding Documents which it receives not later than seven (7) days prior to the Last date for submission of bids.

2.3 Amendment of Bidding Documents

2.3.1 At any time prior to the deadline for submission of Bids, the Seller may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.

2.3.2 The amendment shall be part of the Bidding Documents, pursuant to Clause 2.1.1, and it will be notified in writing or by fax to all prospective bidders who have purchased the Bidding Documents, and will be binding on them. The seller may also indicate such amendments on the website www.maharashtra.gov.in.

2.3.3 In order to allow the prospective bidders reasonable time in which to take the amendment/s into account in preparing their bids, the Seller may, extend the deadline for submission of Bids.

3. PREPARATION OF BIDS

3.1 Language of Bids

3.1.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and the Seller, shall be written in “English” language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by any English translation, in which case, for purposes
of interpretation of the Bid, the “English” translation shall govern.

3.2 **Documents Comprising the Bid**

3.2.1 The Bid prepared by the bidder shall comprise of the following components:

3.2.1.1 Price Schedule and other Schedules and Annexures, duly filled, and signed.

3.2.1.2 Bid Security furnished in accordance with Clause 3.6.

3.3 **No. of Bid Copies**

3.3.1 The bidder shall submit one original and two copies of the complete set of bidding documents.

3.4 **Bid Prices**

3.4.1 The bidder shall quote a price for the aircraft along with spares on an “As is where is and what is basis”.

3.4.2 The cost of transportation, insurance, obtaining requisite clearances from appropriate authorities, etc., will have to be borne by the bidder.

3.4.3 Prices quoted by the bidder shall remain fixed and valid until completion of the contract or 4 months from the date of opening of the bid whichever is earlier and will not be subject to variation on any account.

3.5 **Bid Currency**

3.5.1 Prices shall be quoted in any of the following currencies:

3.5.1.1 Indian Rupees

3.5.1.2 US Dollar

3.5.1.3 Euros

3.6 **Bid Security**

3.6.1 Pursuant to Clause 3.2.1.2, the bidder shall furnish, as part of its bid, a bid security of an amount not less than 4% of the total bid price in Indian Rupees or Rs.4.0 million, whichever is higher for all the quotes.

3.6.2 The bid security shall be valid for a thirty (30) days beyond the validity of the Bid and shall be in one of the following forms:

3.6.2.1 Bank guarantee issued by any Indian Bank as per the format
given in Annexure A of the Bidding Documents.

3.6.2.2 Demand Draft / Pay Order drawn on an Indian Bank payable at Mumbai in favor of “Director of Aviation, Government of Maharashtra”.

3.6.3 Any Bid not secured in accordance with clauses 3.6.1 and 3.6.2 above will be rejected by Seller as non-responsive, pursuant to clause 5.4.

3.6.4 In the case of an unsuccessful bidder, the bid security could be returned after the award of the contract.

3.6.5 In the case of the successful bidder, the bid security will be discharged / returned upon the bidder successfully executing the contract and paying the bid amount to the seller or in case of bid security in form of Demand Draft / Pay Order may be adjusted against the bid amount payable by the purchaser if he so desires.

3.7 Forfeiture of Bid Security

3.7.1 The bid security of the bidder may be forfeited –

3.7.1.1 if the bidder withdraws his bid or modifies his offer in a manner unacceptable to the Seller during the period of validity of the bid; or

3.7.1.2 In case of successful bid, if the bidder fails to (i) execute the Purchase Agreement, pursuant to clause 6.4 and / or (ii) fails to pay the bid amount to the seller.

3.8 Period & Validity of Bids

3.8.1 Bids shall remain valid for 4 months after the date of bid opening prescribed by the Seller, pursuant to clause 5.1

3.8.2 Notwithstanding clause 3.8.1 above, the Seller may solicit the bidder’s consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by fax. If the bidder agrees to the bid request, the validity of the bid security provided under clause 3.6 shall also have to be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

3.9 Format & Signing of Bid

3.9.1 The Original Bid and accompanying documents (as specified in Clause
3.2), clearly marked as “Original Bid”, plus 2 copies must be received by the Seller before the date & time and at the place specified by the Seller in clause 4.1 and 4.2. In the event of any discrepancy between the original and the copies, the original shall govern.

3.9.2 The original and all copies shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons authorised to sign on behalf of the bidder. Such authorisation shall be indicated by a written Power of Attorney accompanying the Bid. The name and position held by such person(s) signing must be typed or printed below the signatures. All pages of the Bid, except for the unamended printed literature, shall be initiated by the person or persons signing the Bid.

3.9.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be mentioned below their signatures. All signatures shall be dated.

3.9.4 The complete bid shall be without alteration, inter lineations, erasures or overwriting except those to accord with instructions issued by the Seller or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

4. SUBMISSION OF BIDS

4.1 Sealing and Marking of Bids

4.1.1 The bidder shall seal the original Bid plus 2 copies in an envelope, duly marking the envelope as “Original Bid”.

4.1.2 This envelope along with all other enclosures shall be sealed in one envelope / package marked “Bid for Purchase of aircraft make “Dauphin AS365N3 Helicopter”. The bidder shall:

4.1.2.1 Address the envelope / package to the Seller at the Office of the Director of Civil Aviation, Government of Maharashtra, Hanger No.6, Juhu Aerodrome, Vile Parle (W), Mumbai – 400 056, India.

4.1.2.2 Write the full name and postal address of the bidder on the bottom left hand corner of the same sealed cover.
4.2 **Last Date for submission of Bids**

4.2.1 The original bid, together with the required copies, must be received by the Seller at the address specified in Clause 4.1.2.1 not later than 16.00 hrs (IST) on 08th April, 2013.

4.2.2 The Seller may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding documents in accordance with Clause 2.3, in which case all rights and obligations of the Seller and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.3 **One Bid per Bidder**

4.3.1 Each bidder shall submit only one bid either by himself, or as a main partner in a joint venture for the aircraft along with spares. A bidder who submits or participates in more than one Bid will be disqualified.

4.4 **Late Bids**

4.4.1 Any bid received by the Seller after the last date for submission of bids prescribed by the Seller, pursuant to Clause 4.2, will be declared “Late” and rejected.

4.5 **Modification and Withdrawal of Bids**

4.5.1 The bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification or withdrawal is received by the Seller prior to the deadline prescribed for submission of bids.

4.5.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of Clause 4.1. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.

4.5.3 No bid may be modified subsequent to the deadline for submission of bids.

4.5.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.
5. **BID OPENING AND EVALUATION**

5.1 **Opening of Bids by Seller**

5.1.1 The Seller will open the bids, in the presence of bidders’ representatives who choose to attend, on 10\(^{th}\) April, 2013 at 1100 hrs (IST) at Office of the Additional Chief Secretary (Aviation), General Administration Department, Government of Maharashtra, Mantralaya, Mumbai – 400 032. The bidders’ representatives who are present shall sign a register evidencing their attendance.

5.1.2 The bidders’ names, prices of original bids, modifications and bid withdrawals, and the presence or absence of the requisite bid security and such other details as the Seller, at its discretion, may consider appropriate will be announced and recorded at the opening.

5.2 **Process to be confidential**

5.2.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Seller’s processing of Bids or award decisions may result in the rejection of the bidder’s bid.

5.3 **Clarification of Bids**

5.3.1 To assist in the examination, evaluation and comparison of bids, the Seller may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing.

5.4 **Preliminary Examination of Bids**

5.4.1 The Seller will examine the Bids to determine whether they are complete, whether bidder satisfies the eligibility criteria, whether any computational errors have been made, whether required sureties and bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

5.4.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the total amount and the sum of the price, (aircraft plus spare parts associated with the make of the aircraft), sum of the
price for aircraft shall prevail and the total amount will be corrected.

5.4.3 A bid determined as not substantially responsive will be rejected by the Seller and may not subsequently be made responsive by the bidder by correction of the non-conformity.

5.5 **Evaluation and Comparison of Bids**

5.5.1 The Seller will only evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 5.4.

5.5.2 After evaluation of the bids, the bids would be submitted to an appropriate authority of GOM who would take the decision within 15 days of the opening of the bids.

5.6 **Delivery Schedule**

5.6.1 The Goods covered by this bidding are required to be taken in possession by the successful bidder in accordance with and within the period agreed to between the Seller and successful bidder, but not later than 3 (three) months from the date of notification of the award. The Seller would give the delivery only after receipt of the entire bid amount.

5.7 **Seller’s Right to Accept Any Bid and to Reject Any or All Bids**

5.7.1 The Seller reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Seller’s action.

6. **AWARD OF CONTRACT**

6.1 **Postqualification and Award**

6.1.1 The Seller will determine to its satisfaction whether the bidder is qualified to satisfactorily perform the Contract.

6.1.2 The determination will take into account the bidder’s financial and other capabilities. It will be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, as well as such other information as the Seller deems necessary and appropriate.
6.1.3 An affirmative determination will be a prerequisite for award of the
Contract to the bidder. A negative determination will result in rejection
of the bidder’s bid.

6.1.4 The Seller will award the Contract to the successful qualified highest
bidder.

6.2 Notification of Award
6.2.1 The Seller will notify the successful bidder in writing by letter, or by
fax, that its Bid has been accepted within a month from the date of
opening of the bids.

6.2.2 The notification of award will constitute the formation of a contract,
until the Contract has been effected pursuant to Clause 6.4.

6.3 Signing of Contract
6.4.1. Within fifteen (15) days of receipt of notification of award, the
successful bidder shall indicate his acceptance to the same and sign
and date the Contract and return it to the Seller.

6.4 Extensions in the Purchaser’s Performance
6.4.1 The possession of the aircraft shall be taken in accordance with the
schedule decided on in the Purchase Contract.

6.4.2 The Purchaser may claim extension of the time limits as set forth in the
Contract Execution Schedule in case of:

6.4.2.1 Force Majeure pursuant to Clause 6.12; and
6.4.2.2 Delay in performance of work caused by orders issued by the
Seller.

The Purchaser shall demonstrate to the Seller’s satisfaction that it has
used its best endeavors to avoid or overcome such causes for delay,
and the parties will mutually agree upon remedies to mitigate or
overcome such causes for delay.

6.4.3 Notwithstanding Clause 6.5.2 above, the Purchaser shall not be entitled
to an extension of time for completion unless the Purchaser, at the time
of such circumstances arising, immediately has notified the Seller in
writing of any delay that it may claim as caused by circumstances
pursuant to Clause 6.5.2 above; and upon request of the Seller, the
Purchaser shall substantiate that the delay is due to the circumstances referred to by the Purchaser.

6.5 Termination for Default

6.5.1 The Seller may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Purchaser, terminate the Contract in whole or in part:

6.5.1.1 if the purchaser fails to take delivery of the aircraft/spares within the time period specified in the Contract, or any extension thereof granted by the Seller, pursuant to Clause 6.5; or

6.5.1.2 if the purchaser fails to perform any other obligation(s) under the contract; and

6.5.1.3 If the purchaser, in either of the above circumstances, does not cure its failure within a period of 10 calendar days (or such longer period as the Seller may authorise in writing) after receipt of a notice of default from the Seller specifying the nature of the default(s).

6.6 Termination for Insolvency

6.6.1 The Seller may at any time terminate the Contract by giving written notice to the Purchaser, without compensation to the Purchaser, if the Purchaser becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Seller.

6.7 Termination for Convenience

6.7.1 The Seller may, by written notice sent to the Purchaser, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Seller’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

6.8 Resolution of Disputes

6.8.1 The Seller and the Purchaser shall make every effort to resolve
amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

6.9 **Applicable Law & Jurisdiction**

6.9.1 The Contract shall be governed by and interpreted in accordance with the Laws of India. The jurisdiction for any legal action or proceedings will be Courts of Mumbai.

6.10 **Force Majeure**

6.10.1 In the event that the Purchaser or the Seller is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 6.6, and the period of such delay may be added to the time of performance of the obligation delayed.

6.10.2 If a Force Majeure situation arises, the Purchaser shall promptly notify the Seller in writing of such condition and the cause thereof. Unless otherwise directed by the Seller in writing, the Purchaser shall continue to perform its obligations under the Contract as far as it’s reasonably practical and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.
S E C T I O N - III
SPECIAL CONDITIONS OF THE CONTRACT

The Special Conditions of the Contract are as given below.

A) The bidders should give the following details, supported by documentary proof:
   ⇒ Background of party including nature of business
   ⇒ Net worth of Party
   ⇒ Details of Group / Associate Companies, etc.
   ⇒ P & L account & Balance Sheet for last 3 years.
   ⇒ Any other relevant information

B) The bidders will have to specify the documents required from the Seller for executing
the purchase Contract as part of their bids. Any delay in receipt of any document from
the Seller not specified in the purchaser’s bid, which in turn could delay the execution
of the purchase Contract, will not be considered as sufficient ground for extension to
the agreed contract schedule.

C) The successful bidder will have to pay the full agreed purchase price in Indian Rupees
in form of Demand Draft / Pay Order, before the transfer of ownership takes place and
physical possession of aircrafts along with spares is taken by the Purchaser.

D) It may be noted that since the spares were imported for the use of Government of
Maharashtra aircraft no customs duty has been paid in India. It may be noted that in
case the aircraft is taken over by any Purchaser who wants to base and operate the
aircraft in India, then the Purchaser may have to pay the applicable customs duty on
the spares. In case the aircraft is to be based and operated outside India and the spares
will be exported along with the aircraft, then no customs duty is liable to be paid.
## SECTION - IV
### DETAILS OF THE AIRCRAFTS

**Eurocopter AS365N3 Dauphin N3 Helicopter. VT-MGK**

The technical details of the Aircraft are as follows:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Eurocopter AS365N3 Dauphin N3 Helicopter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Registration</td>
<td>VT-MGK</td>
</tr>
<tr>
<td>Aircraft Serial No.</td>
<td>6582</td>
</tr>
<tr>
<td>Date of Manufacture</td>
<td>2000</td>
</tr>
<tr>
<td>Date of Registration</td>
<td>23 April 2001</td>
</tr>
<tr>
<td>Owner</td>
<td>Government of Maharashtra</td>
</tr>
<tr>
<td>Base</td>
<td>Mumbai</td>
</tr>
<tr>
<td>Landings since New</td>
<td>3093 Cycles</td>
</tr>
<tr>
<td>Seating</td>
<td>2 Crew and 6 Passengers in VIP Configuration</td>
</tr>
<tr>
<td>Additional Features</td>
<td>VIP Seating, Air Conditioning, Retractable Steps, Provision for rescue Hoist on RHS of the cabin</td>
</tr>
</tbody>
</table>

### AIRFRAME

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Airframe Hours since new</td>
<td>2056.40</td>
</tr>
<tr>
<td>Total Landings since new</td>
<td>3093</td>
</tr>
</tbody>
</table>

### Engines

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine Type and Model</td>
<td>2 × Turboméca Arriel 2C turboshaft, 625 kW (838 hp) each with DECU</td>
</tr>
<tr>
<td>Operator Approved Engine TBO</td>
<td>4000 Hrs.</td>
</tr>
</tbody>
</table>

#### Left Engine

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serial No.</td>
<td>24053</td>
</tr>
<tr>
<td>Hours since new</td>
<td>2059.50 Hrs.</td>
</tr>
<tr>
<td>Cycles since new</td>
<td>2612</td>
</tr>
</tbody>
</table>

#### Right Engine

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serial No.</td>
<td>24076</td>
</tr>
<tr>
<td>Hours since new</td>
<td>2056.40 Hrs.</td>
</tr>
<tr>
<td>Cycles since new</td>
<td>2584</td>
</tr>
</tbody>
</table>

### Main Rotors

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 Bladed Composite</td>
</tr>
</tbody>
</table>

### Tail Rotor

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ten blade composite Fenestron anti-torque device with asymmetric blade distribution</td>
</tr>
<tr>
<td>AVIONICS</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Component</td>
<td></td>
</tr>
<tr>
<td>VHF Com (dual)</td>
<td>BENDIX KING KTR 908</td>
</tr>
<tr>
<td>ADF (dual) 1 &amp; 2</td>
<td>BENDIX KING ADF 806</td>
</tr>
<tr>
<td>Transponder</td>
<td>BENDIX KING KXP756</td>
</tr>
<tr>
<td>DME (dual) 1 &amp; 2</td>
<td>BENDIX KNR 634A,</td>
</tr>
<tr>
<td>RMI (dual) 1 &amp; 2</td>
<td>COLLINS 36</td>
</tr>
<tr>
<td>Directional Gyro (dual)</td>
<td>SFIM CG 130</td>
</tr>
<tr>
<td>GPS</td>
<td>TRIMBLE 2101</td>
</tr>
<tr>
<td>Weather Radar</td>
<td>RDR 400</td>
</tr>
<tr>
<td>Radio Altimeter (dual)</td>
<td>TRT AHV 16</td>
</tr>
<tr>
<td>ELT</td>
<td>ARTEX 406-1HM</td>
</tr>
<tr>
<td>Autopilot and Flight Director/ Yaw Damper</td>
<td>SFIM 155D</td>
</tr>
<tr>
<td>CVR/DFDR</td>
<td>YES</td>
</tr>
<tr>
<td>WEIGHTS</td>
<td></td>
</tr>
<tr>
<td>Maximum All up Weight</td>
<td>4300 Kg</td>
</tr>
<tr>
<td>Maximum Landing Weight</td>
<td>4300.00 Kg</td>
</tr>
<tr>
<td>Empty Weight</td>
<td>2682.50Kg</td>
</tr>
<tr>
<td>Fuel Capacity</td>
<td>915 Kg</td>
</tr>
</tbody>
</table>
SCHEDULE – I

GENERAL INFORMATION

Party’s Name: ___________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
1. Address:     ___________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
Telephone No. ____________________________     Fax No   ____________________
Mobile No. ________________________       E Mail    ________________________

2. Local Representative Office Address: ______________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
Telephone No. ____________________________     Fax No   ____________________
Mobile No. ________________________       E Mail    ________________________

3. History of Party:

4. Any other relevant information:
SCHEDULE – II
BID FORM & PRICE SCHEDULE

To: Name and Address of Seller

Having examined the Bidding Documents for the Contract for the purchase of aircraft along with spares, including the Specifications, the receipt of which is hereby duly acknowledged, I / we undersigned, offer to purchase the aircraft Dauphin AS365N3 Helicopter, in conformity with the said Bidding Documents and addendum, for the sum of (Total Bid Amount in Words and Figures), or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

I / We undertake, if my / our Bid is accepted, to execute the purchase transaction within (Number) days and would make the payment within 30 days from the date of receipt of your Notification of Award.

We agree to abide by this Bid for the period of 4 months from the date fixed for bid opening pursuant to Clause 3.8.1 of Section II of Tender Documents, and it shall remain binding upon me / us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract between me / us.

I / We understand that you are not bound to accept the highest-priced or any bid that you may receive.

___________________________     ____________________
(Signed by an Authorised Signatory)     (Signature of Witness)

___________________________
(In Capacity of)     (Name of Witness)

___________________________
(Name of Firm)     (Address of Witness)

___________________________
(Date)
ANNEXURE A

FORMAT FOR BID SECURITY

THIS DEED OF GUARANTEE made at Mumbai this _______ day of ___________ 2013
between ____________________ a Scheduled Bank constituted by ________________ and
having its Registered Office / Head Office at _____________________ hereinafter called
“the Guarantor” (which expression shall unless it be repugnant to the context or meaning
thereof mean and include its successors and assigns) on the One Part and Government of
Maharashtra (hereinafter called “GOM”), having its Office at Mantralaya, Madam Cama
Road, Mumbai 400 032, India, through its Director of Civil Aviation, hereinafter called
“Director” (which expression shall, unless it be repugnant to the context or meaning thereof
mean and include its successors and assigns) of the Other Part :

WHERE ANS:

________________________________________________ (Name of Party) (hereinafter
called “the Bidder”) wishes to submit its proposal for purchase of one and/or two aircrafts
along with spares (hereinafter called “the Proposal”) in response to the tender floated by the
Government of Maharashtra.

NOW THIS DEED WITNESSETH AND IT IS HEREBY COVENANTED, AGREED
AND DECLARED THAT:

THE CONDITIONS of this obligation are:
a) if the bidder withdraws its bid or modifies its offer in a manner unacceptable to GOM
the Seller during the period of 4 months after the opening of the bids for the above
said proposal (hereinafter called the period of validity); or

b) if the bidder, having being notified of the acceptance of its bid by GOM, the Seller
during the period of bid validity fails or refuses to execute the Contract within 15 days
of receipt of the revised Contract, as stated in the biding documents;

If at any time the Bidder fails to comply with any of the above terms and conditions, the
Guarantor will pay without demur at Mumbai, to GOM on demand a sum of Rs. ______
(Rupees __________________ only) without GOM having to substantiate its demand
provided that in its demand, GOM will note that the amount claimed is due to GOM owing to
the occurrence of one or any of the conditions, specifying the occurred condition or
conditions.

This Guarantee will remain in force upon and including the date, 30 days beyond the validity
of the Bid as stated in the bidding documents or as extended by GOM at any time prior to the
closing date for submission of the proposals, notice of which and any demand in respect
thereof should reach the Bank not later than the date of expiry of this Guarantee.

The Guarantee herein contained shall be irrevocable and absolute and independent of any
rights or remedy, GOM may have against the bidder.

The Guarantor agrees and declares that for enforcing this Guarantee by GOM against it, the
Courts at Mumbai only shall have exclusive jurisdiction and the Guarantor hereby submits to
the same.
IN WITNESS WHEREOF Shri _____________, duly constituted Attorney of the Guarantor and have and on behalf of the Guarantor _________________ set his hand and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY SHRI _________________
THE CONSTITUTED ATTORNEY OF GUARANTOR IN THE PRESENCE OF

DATED THIS ____ DAY OF _____ 2013

TO

DIRECTOR CIVIL AVIATION

GOVERNMENT OF MAHARASHTRA

DEED OF GUARANTEE
ANNNEXURE B

CONTRACT FORM

THIS CONTRACT made at Mumbai this ___________ day of _________ 2013 between
___________________ (Name of Purchaser) having its Registered Office / Head Office at
Address of Purchaser (hereinafter called “the Purchaser”) (which expression shall unless its
be repugnant to the context or meaning thereof mean and include its successors and assigns)
of the One Part and Government of Maharashtr a (hereinafter called “Seller”), having its
Office at Mantralaya, Madam Cama Road, Mumbai 400 032, India, through its Director of
Aviation (hereinafter called “Director”) (which expression shall, unless it be repugnant to the
context or meaning thereof mean and include its successors and assigns) of the other part

WHEREAS THE Seller is desirous of selling Helicopter(s) along with Spares, to the
Purchaser, viz. (Brief description of Aircraft, as identified in the Bid Form and Price
Schedule) (hereinafter “the Aircraft / Spares”) and has accepted a Bid by the Purchaser for
the purchase of this Aircraft/ Spares at a sum of Rs. Contract Price in Words and Figures
(hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AND IT IS HEREBY COVENANTED,
AGREED AND DECLARED THAT:

1. The Contract shall consist of this Contract Form; and the following documents, and
the other documents referred to therein (hereinafter the “contract documents”), all of
which by this reference are incorporated herein and made part hereof:
   1.1 Notification of Award;
   1.2 Terms & Conditions contained in the Bidding Documents and
   1.3 Details contained in the Bidding Documents

This Contract sets forth the entire contract and agreement between the parties
pertaining to the purchase of the Aircraft / Spares described herein and supersedes any
and all earlier verbal or written agreement pertaining to the purchase of the aircraft /
spares.

This Contract shall prevail over all other Contract documents. In the event of any
discrepancy or inconsistency within the Contract documents, then the documents shall
prevail in the order listed above.

2. In consideration of the payments to be made by the Purchaser to the Seller as
hereinafter mentioned, the Purchaser hereby covenants with the Seller to purchase the
aircraft / spares, and to pay all necessary taxes / duties for the transfer and transport of
the aircraft from its present resting place and also obtain all necessary permissions for
transferring the ownership and transporting the aircraft.

3. The Seller hereby covenants to supply to the Purchaser, in consideration of the
Contract Price, the aircraft / spares.

4. Any notice under this Contract shall be in the form of letter, telex, cable or facsimile.
Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Seller shall be properly addressed to:

Director of Civil Aviation,
Government of Maharashtra,
Hanger No. 6, Juhu Aerodrome,
Vile-Parle (W), Mumbai – 400 056, India.
Tel: +91 22 26613544 Fax: +91 22 26613910.

and notice to the Purchaser shall be properly addressed to:

[Purchaser’s address and electronic transmission address]

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the Laws of India, the day and year first above written.

____________________________
(Signature of Seller)

____________________________
(Signature of Purchaser)

Signed, Sealed and Delivered by the said
(For the Seller) in the presence of

Signed, Sealed and Delivered by the said
(For the Purchaser) in the presence of