

**RFP to hire agency to provide operational and manpower services for  
'Bombardier Challenger 3500 Aircraft' and 'Airbus H160 & EC-155 B1  
Helicopter**

**Government of Madhya Pradesh**



**May- 2026**

**Aviation Directorate**

Government of Madhya Pradesh

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## 1. Introduction

### 1.1 Introduction

Aviation Directorate, Government of Madhya Pradesh, hereinafter referred to as the "**Owner**", invites online bids in a two-bid system to 'hire agency to provide operational and manpower services for 'Bombardier Challenger 3500 Aircraft' and 'Airbus H160 & EC-155 B1 Helicopter' from the DGCA approved operation organization, herein referred to as the "**Bidders**". The supplied manpower shall be collectively called as '**crew**'.

### 1.2 RFP Document

The Tender document is available and downloadable from <https://mptenders.gov.in> .

Non-transferable & non-refundable tender fees of INR 10,000 must be paid online at e-procurement portal (www.mptenders.gov.in) to purchase the tender document.

### 1.3 Earnest Money Deposit (EMD)/ Bid Security

1. The bidder shall submit Earnest Money Deposit (EMD) of the amount Rs. 10,00,000/- (Ten Lakhs only), which shall be deposited online during the submission of the tender on e-Procurement portal.
2. Unqualified bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
3. The shortlisted bidder's EMD will be converted into Performance Security Deposit for an effective period till the end of Contract period.
4. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
5. Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
6. The EMD may be forfeited in the event of:
  - a) A bidder withdraws its bid during the period of bid validity.
  - b) The bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other

ethically improper activity, in relation to this RFP.

#### **1.4 Performance Security Deposit**

The EMD of the selected bidder will be considered as a part of the performance security deposit. It shall be released after the completion of contract period.

#### **1.5 Submission of Proposals**

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<https://mptenders.gov.in>) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- a) Tender Fee
- b) EMD
- c) Pre-qualification response
- d) Technical Proposal
- e) Financial proposal
- f) Additional certifications/ relevant documents Eg. Power of Attorney, CA certificates on turnover etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal. The bidder is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 0120-4001002, 0120-4200462.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The user department will in no case be responsible if the bid is not submitted online within the specified timelines. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

## **1.6 Bidder's Authorised Signatory**

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the bidder's proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal.

## **1.7 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").

## **1.8 Deleted**

## **1.9 Brief Description of the Selection Process**

- 1.9.1. Proposal (both technical as well as financial) should be submitted on **mptenders.gov.in** website only.
- 1.9.2. Financial bids should be submitted through mptenders.gov.in website only. Do not mention the price in any technical documents and do not submit the financial bid along with physical technical bid document.
- 1.9.3. Proposals not accompanied by Tender fee & EMD shall be rejected outright as non-responsive.
- 1.9.4. The Owner shall not pay any interest on the EMD and the same shall be interest free. Exemption Certificate will not be accepted as EMD.
- 1.9.5. The EMD of the unsuccessful Bidder (s) would be returned within one month of issuance of LOA to the successful Bidders(s).
- 1.9.6. Tender fee, EMD and other documents received later than the time specified above will not be accepted in any case and the bid of that Bidders(s) shall be considered non-responsive.
- 1.9.7. No other condition in any form shall be considered at all, at the time of evaluation of the tender i.e., the Bidders(s) shall have to submit unconditional offer without differing from any of the tender conditions.
- 1.9.8. The tender fees for online tender documents will not be refunded under any circumstances.

- 1.9.9. Conditional tender shall not be accepted.
- 1.9.10. The Owner reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.9.11. The Bidders(s) are required to submit the details only in tender format, any additional details needed to be furnished by them should be submitted on additional sheet of paper and attached in the end of the tender document.
- 1.9.12. EMD & tender Fee of requisite value and validity and EMD in the form of cash will not be acceptable in any circumstances.
- 1.9.13. Ensure that each page of the tender document is signed by the Bidders(s) in acceptance and returned in original to this office along with the technical bid
- 1.9.14. Owner will not be responsible for loss of any tender document or for the delay in postal transit and will not entertain any correspondence in this regard. tenders by Telex/Telegram/Fax/E-mail will not be accepted.
- 1.9.15. If the Bidder (s) wishes to provide any other information / description etc. the same shall be submitted with supporting documents.

The RFP and other related documents can be downloaded from the official e-procurement website [mptenders.gov.in](http://mptenders.gov.in) on or before the Bid Due Date. Bidders are required to submit the bid processing fee and the Earnest Money Deposit (EMD) online.

## 1.10 Datasheet

The Owner would endeavor to adhere to the following schedule.

1	Tender No.	[F-41/OUTSOURCE/338 ]
2	Description	RFP to hire agency to provide operational and manpower services for 'Bombardier Challenger 3500 Aircraft' and 'Airbus H160 & EC-155 B1 Helicopter
3	Downloading of TENDER documents (Start Date)	06/05/2026
4	Pre-bid Meeting	[13/03/2026] at 3 PM at Directorate of Aviation 1) All the bidders may submit their pre-bid queries by [12/05/2026] till 03 PM at <a href="mailto:mpaviation@mp.gov.in">mpaviation@mp.gov.in</a> email id in the format attached under Annexure-5.

		<i>2) Bidders who wish to join the prebid meeting online, may convey the same by 12/05/2026 till 03 PM. Link to join the prebid meeting online shall be shared, separately.</i>
5	Last date for online submission of bids	[20/05/2026] till 05 PM
6	Bid Start Date	[14/05/2026] from 03 pm onward
7	Opening of Technical Bid on	[21/05/2026] at 05 PM
8	Bid Validity Period	The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD")
9	Tender Fee	Non-transferable & non-refundable tender fees of INR 10,000 must be paid online at e-procurement portal ( <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> ) to purchase the tender document
10	EMD	The bidder shall submit Earnest Money Deposit (EMD) of the amount Rs. 10,00,000/- (Ten Lakhs only), which shall be deposited online during the submission of the tender on e-Procurement portal.
11	Communications	All communications should be addressed to: Commissioner, Aviation Aviation Directorate, GoMP State Hangar, Raja Bhoj Airport Area, Bairagarh, Bhopal, Madhya Pradesh 462030 Email: <a href="mailto:mpaviation@mp.gov.in">mpaviation@mp.gov.in</a> Website: <a href="http://aviation.mp.gov.in">aviation.mp.gov.in</a>

**The Bidder(s) are required to submit the details only in tender format; any additional details that need to be furnished by them should be submitted on an additional sheet of paper and attached at the end of the tender document.**

### **1.11 Number of Proposals**

Each bidder shall submit only one Proposal under its own name. Submission or participation in more than one proposal by the same applicant shall lead to disqualification of all such proposals.

### **1.12 Cost of Bidding**

The bidders shall be responsible for all the costs associated with the preparation of their bids and their participation in the bidding process. The owner will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

### **1.13 Acknowledgement by Applicant**

1. It shall be deemed that by submitting a Bid, the Bidder has:
  - a) Received all relevant information requested from the Owner.
  - b) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Owner relating to any of the matters.
  - c) Satisfied with all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
  - d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Owner by the bidder
  - e) Acknowledged that it does not have a Conflict of Interest; and
  - f) Agreed to be bound by the undertakings provided by it under and in terms hereof.
  
2. The Owner shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by

the Owner.

#### **1.14 Right to reject any or all proposals**

1. Notwithstanding anything contained in this RFP, the Owner reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
2. The Owner reserves the right to reject any Proposal if:
  - 1.14.2.1 At any time, a material misrepresentation is made or uncovered, or the Applicant does not provide, within the time specified by the owner, the supplemental information sought by the owner for evaluation of the Proposal. Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Owner reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Owner, including annulment of the Selection Process.

#### **1.15 Clarifications**

1. Bidders requiring any clarification on the RFP may notify the Owner in writing or by e-mail, they should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified under data sheet. The Owner shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be uploaded on [www.mptenders.gov.in](http://www.mptenders.gov.in). Bidders are advised to visit the e-tendering website to view the response to pre bid queries, corrigendum, if any in this regard from time to time.
2. The Owner shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the owner reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Owner to respond to any question or to

provide any clarification.

3. The Owner may also at its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Owner shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Owner or its employees or representatives shall not in any way or manner be binding on the Owner.

### **1.16 Amendment to the RFP**

1. At any time prior to the Bid Due Date, the Owner may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
2. Any Addendum/corrigendum/amendments issued hereunder will be displayed on [www.mptenders.gov.in](http://www.mptenders.gov.in).
3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Owner may, in its sole discretion, extend the Bid Due Date.

## **2. Pre-Qualification Criteria**

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the RFP documents. The invitation to proposal is open to all bidders who qualify the eligibility criteria given below:

<b>S. No.</b>	<b>Parameter</b>	<b>Description</b>	<b>Document Required</b>
1.	Legal Entity	The Proposer shall be a Company, Corporation, Firm (Sole Proprietor or Partnership) or any other Legal Entity registered in India with minimum 3 years of existence.	Certificates of incorporation/ Registration Certificates
2.	DGCA non-scheduled operator	The Proposer must have relevant certificate issued by DGCA, if applicable.	Copy of NSOP certificate to be submitted
3.	Statutory	The Agency must have a valid	Copy of valid certificate

	Registrations	GST Number and PAN Card in India	
4.	Annual Turnover	Must have a minimum annual turnover of INR 50 Crore or more during the last financial year.	Audited Annual Report / Certificate of Turnover, duly signed by a Chartered Accountant
5.	Blacklisting / Terminations	The proposer should not have been blacklisted by DGCA or any Central or State Government department or Corporation or Board/ PSU/ Semi Government organization as on the date of submission of RFP.	A signed undertaking to this effect should be submitted on Proposer's letter head
6.	Pilot Experience & Safety Record	Proposed pilots shall be compliant with the latest and in-force VIP flying Civil Aviation Requirements (CAR) issued by DGCA and amended from time to time <b>and</b> shall also be compliant with various rules and regulations proposed by Govt of Madhya Pradesh.  Proposed pilots must have an accident-free record. Accident history will be counted as per DGCA.	Undertaking signed by Authorized Signatory of the company. (if applicable)  <i>(Accident history will be counted as per DGCA.)</i>
7.	Technical Personnel Qualification	Bidder(s) must have technical personnel with required qualifications & experience as per Annexure-A.	List of technical personnel with qualification & experience certificates

A bidder must qualify for the pre-qualifying criteria mentioned in this section to be eligible

for consideration of his financial proposal. The Proposals of those bidders who have not qualified for the pre-qualification criteria shall be considered as non-responsive and hence, rejected and their financial proposals shall not be opened.

### 3. Eligibility Criteria

#### 3.1 Technical Qualification of Bidder(s)

1. Bidder(s) must be registered in India under concerned / Governing Act/ Law to operate in India (Copy of Company Registration certificate to be submitted).
2. Bidder(s) must be holding a valid Non-Scheduled Operator Permit (NSOP) issued by DGCA with Fixed Wing (Jet) / Rotary Wing Aircraft (Twin) endorsed on their NSOP (Copy of NSOP certificate to be submitted).
3. The Bidder(s) should not be blacklisted in any way by the DGCA, the government, or a public sector undertaking company or any State government entity. (Letter of Undertaking to be submitted on company letterhead).
4. Bidder(s) and Pilots should have accident-free track record. (Undertaking signed by Authorized Signatory of the Company with NOC). Accident history will be counted as per DGCA.
5. Bidder(s) must have a minimum annual turnover of INR 50 crore or more during the last financial year.
6. For pilots the eligibility is mentioned under 'Qualification and Experience'
7. **Flight Dispatcher** (01 in number) shall be compliant with requirements to dispatch aircraft weighing 5700 KG and above.
8. **Flight Dispatcher** (01 in number) shall be compliant with requirements to dispatch helicopters weighing 5700 KG and above.
9. **Flight Operation Manager** (01 in number) Shall be qualified and experienced to perform flight operation manager duties as per the latest guidelines issued by DGCA, amended from time to time

#### 3.2 Selection Process and Financial Evaluation Stage

1. Currency of quote shall be Indian Rupees only.
2. Financial bid of only those bidders shall be opened who will qualify for the technical evaluation.
3. The selection of the bidder shall be based on the lowest financial quotation among the qualified bids. The quotation shall be exclusive of all taxes.

4. If two bidder(s) operators quote the same amount, then negotiation meeting will be called. The work shall be awarded to the bidder quoting the lowest amount, post negotiation.
5. The price offered shall be inclusive of all applicable salaries, training cost of personnel deputed as per tender terms and conditions and as directed by DGCA guidelines/rules/ directives.
6. Commissioner Civil Aviation at its sole discretion and without assigning any reason thereof, reserves the right to accept and / or reject the whole or part of any or all the Bids received at any stage of tender.
7. Owner reserves the right to engage more than one agency for fulfilment of crew requirements.
  - a) In case different agencies quote for different crew requirement (not the entire crew requirement as mentioned under clause 3 of Scope of Work), a comparative chart for each crew along with quoted financial and bidder shall be prepared.
  - b) Post evaluation, specific individual crew shall be selected from the bidder offering lowest financial quote.

### **3.3 Scope of Work**

1. The service provider will supply the Pilots with adequate experience and compliant with the latest DGCA CAR for VIP flying and rules and regulations issued by GoMP, amended from time to time.
  - i) **Aircraft:** Bombardier Challenger 3500
  - ii) **Helicopter:** Airbus H160 & EC-155 B1
2. Pilots and other required crew shall be stationed at Bhopal to undertake VIP operations to operate and assure the proper operation of the state-owned Aircraft and Helicopters as per the provisions laid down in latest DGCA CAR for VIP flying, amended from time to time.

3. The service provider will supply the following crew:

<b>Category 1: Required for deployment with in 15-30 days (as approved by the owner) from the date of Letter of Award</b>		
<b>Type of Aircraft</b>	<b>Designation</b>	<b>Required Crew</b>
<b>Bombardier Challenger 3500 Aircraft</b>	Pilot In Command	01
	First Officer	01
<b>Flight Operation Manager</b>	Flight Operation Manager	01
<b>Flight Dispatcher</b>	Flight Dispatcher	01
<b>Category 2: Deployment date shall be communicated later and the Agency shall have to deploy pilot within 30 days from the formal intimation letter</b>		
<b>Airbus H160 Helicopter</b>	First Officer	01
<b>Airbus EC 155 B1 Helicopter</b>	First Officer	01
<b>Flight Dispatcher (Airbus H160/ EC-155 B1)</b>	Flight Dispatcher	01

Above is the maximum requirement of Aviation Directorate. Before deployment, Aviation Directorate shall inform the agency to provide additional pilots, if required, 3 months in advance. Additional crew shall be paid at the same rate as discovered in the financial bid.

### 3.4 Qualification and Experience

Category 1: Required for deployment with in 15-30 days (as approved by the owner) from the date of Letter of Award		
Type of Aircraft / Helicopter	Designation	Eligibility
Bombardier Challenger 3500 Aircraft	Pilot In Command	<ol style="list-style-type: none"> <li>1. Shall possess at least ATPL with adequate experience and qualification as per DGCA CAR Section 3, Series C, Part X, as amended from time-to-time, rules &amp; regulation stipulated for the VIP flying requirement and rules as prescribed by Government of Madhya Pradesh. <b>For more details, please refer ANNEXURE-F.</b></li> <li>2. Pilots shall have accident-free track record. Accident history will be counted as per DGCA.</li> <li>3. Pilots holding valid license issued by DGCA with valid endorsement for Bombardier 3500 Aircraft / Jet aircraft with more than 5,700 KG weight qualified to attain PIC endorsement for Bombardier Challenger 3500 aircraft.</li> </ol>
	First Officer	<ol style="list-style-type: none"> <li>1. Shall possess at least CPL with adequate experience and qualifications as per DGCA CAR Section 3, Series C, Part X, as amended from time-to-time, rules &amp; regulation stipulated for the VIP flying requirement and rules as prescribed by Government of Madhya Pradesh. <b>For more details, please refer ANNEXURE-F.</b></li> <li>2. Pilots shall have accident-free track record. Accident history will be counted as per DGCA. Pilots holding valid license issued by DGCA with valid endorsement for Bombardier 3500 Aircraft / Jet aircraft with more than 5,700 KG weight</li> </ol>

		qualified to attain P2 endorsement for Bombardier Challenger 3500 aircraft.
<b>Flight Operation Manager</b>	Flight Operation Manager	1. Shall be qualified and experienced to perform flight operation manager duties as per the latest guidelines issued by DGCA, amended from time to time. <b>For more details, please refer ANNEXURE-F.</b>
<b>Flight Dispatcher</b>	Flight Dispatcher	1. Shall be compliant with all the regulatory requirements to dispatch Bombardier Challenger 3500 aircraft / Jet weighing 5700 KGs or above, qualified to attain dispatcher endorsement for Bombardier Challenger 3500 aircraft. <b>For more details, please refer ANNEXURE-F.</b>
<b>Category 2: Deployment date shall be communicated later, and the Agency shall have to deploy pilot within 30 days from the formal intimation letter</b>		
<b>Airbus H160 Helicopter</b>	First Officer	1. Pilot shall be qualified and experienced holding valid license issued by DGCA with valid endorsement for Airbus H160 Helicopter. <b>For more details, please refer ANNEXURE-F.</b>
<b>Airbus EC 155 B1 Helicopter</b>	First Officer	1. Pilot shall be qualified and experienced holding valid license issued by DGCA with valid endorsement for Airbus EC 155 B1 Helicopter. <b>For more details, please refer ANNEXURE-F.</b>
<b>Flight Dispatcher</b>	Flight Dispatcher	1. Shall be compliant with requirements to dispatch helicopters weighing 5700 KG and above. <b>For more details, please refer ANNEXURE-F.</b>

2. Bidders can appoint qualified and experienced foreign Pilots holding valid license and necessary clearances as per the DGCA regulations and holding valid Foreign Aircrew Temporary Authorization (FATA) license. In case, if the agency proposes

foreign pilot, then the agency shall provide details of the Foreign Pilots along with all clearances and FATA license.

3.4.2.1 FATA shall also be compliant with the following conditions:

3.4.2.1.1 Shall possess at least ATPL with adequate experience and qualification as per DGCA CAR Section 3, Series C, Part X, as amended from time-to-time, rules & regulation stipulated for the VIP flying requirement and rules as prescribed by Government of Madhya Pradesh.

3.4.2.1.2 Pilots shall have accident-free track record. Accident history will be counted as per DGCA definition.

3.4.2.1.3 Pilots holding valid license issued by DGCA with valid endorsement for Bombardier 3500 Aircraft/Jet aircraft with more than 5,700 KG weight qualified to attain PIC endorsement for Bombardier Challenger 3500 aircraft.

3.4.2.2 Foreign Pilot Pre appointment period will be responsibility of the Service Provider.

3. The bidder shall ensure safe custody of the Aircraft and return the Aircraft to the Owner or representative as assigned by the Owner along with all technical documents of the aircraft immediately upon completion of its assignment. However, the security of the Aircraft will be the responsibility of the Owner.
4. Accommodation at Bhopal for deputed staff should be managed by the Bidders.
5. Crew loss of license insurance will be the responsibility of the "Bidder" through FIP only. It should be as per industry standard.
6. Flying Crew recurrent training should be carried out as per the standards followed for Bombardier Challenger 3500 (for aircraft) & Airbus H160 & EC-155 B1 (for helicopter) along with the applicable DGCA rules & regulations.
  - 3.4.6.1 Service Provider shall bear the cost towards training, boarding, lodging, air ticket to travel within India or abroad to meet above mentioned training requirement.
  - 3.4.6.2 All recurrent training, including simulator training, should be conducted through DGCA authorized training center or Approved Instructor/Examiner only.
7. Agency, at its own cost, shall be responsible for providing replacement of pilot competent to undertake VIP flying as per DGCA CAR and Govt of Madhya Pradesh rules and regulations, to operate above mentioned aircraft and helicopter in case

if the deployed pilots/ crew fall sick or engaged in other mandatory activities outlined by DGCA.

3.4.7.1 Conditions laid down in this RFP shall be applicable on the replacement of pilots and technical staff, as well

### **3.5 Obligation by the Service Provider**

1. Carry out all occurrence reporting mandated by applicable regulations.
2. In case the PIC or first officer proceeds on leave or falls sick or any other reason, the Service Provider shall provide the services of a qualified PIC/first officer of equivalent experience to operate Aircraft at their own cost in time.
3. The selected agency will have to organize/provide/obtain services of Safety and Emergency Procedures (SEP) Instructor as and when required from any agency qualified for the purpose.
4. The bidders shall undertake the complete operations in accordance with the procedures laid down by DGCA/ Manufacturer as per the Indian Aircraft rules and CAR applicable for Bombardier Challenger 3500 and Airbus H160 and EC 155 B1 helicopter under State Government ownership/ operations.
5. Mandatory flying checks as stipulated by the DGCA will be carried out on the Aircraft with prior specific permissions from Commissioner, Aviation.
6. The Service Provider will provide pick and drop for their Air crew at Bhopal at its own expense and no delay due to breakdown of vehicle or any other reason would be accepted under any circumstances.

### **3.6 Specific Terms and Conditions**

1. The PIC/First officer/other deployed resources should be in uniform during the day of flight.
2. The Agency shall maintain strict discipline for the smooth and efficient operation of the aircraft. The Agency shall time to time meet and take instruction from the Owner i.e., Commissioner Aviation or his representative for operation of Aircraft.
3. The overall control of the operation of Aircraft shall be under Commissioner, Aviation or his representative.
4. Agreement will be signed on mutual concern of both parties as per Terms and conditions of this tender document.
5. Jurisdiction will be Bhopal, Madhya Pradesh.

### **3.7 Term of the Contract**

1. The contract will be for a period of 3 years extendable by maximum two years in 2 phases of 1 year each (1 + 1 year manner) on satisfactory performance of the agency and deployed crew on mutual consent.

### **3.8 Payment**

1. The payment will be made on quarterly basis to the Agency. The agency must submit his bill immediately on completion of the months. The agency must submit the following documentary evidence for claiming the payment.
  - (1) Copy of attendance sheet duly signed by the Concern in Charge Officer as and when the flying happens in case of pilots.
  - (2) Applicable taxes to be deducted at the time of payment from each bill of the Service Provider as per the prevailing government laws in the country at the time of payment.
2. There shall be an increase of 4% per annum on the annual contract amount every 2 years.
3. Requirement of crew mentioned under 'scope of work' is the maximum requirement of Aviation Directorate.
4. In case if Owner require additional crew including pilot or other, it shall inform the agency, 3 months in advance. Additional crew shall be paid at the same rate as discovered in the financial bid.
5. Owner reserve the right to demobilize the crew if it is no longer required and Agency shall be given a written notice 1 months in advance for the same.

## **4. Preparation and Submission of Bids**

### **4.1 Language**

The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

## **4.2 Format and Signing of Bid**

The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Bids that are received in the required formats and complete in all respects.

## **4.3 Bidding Process**

1. The RFP document is available for purchase online at <https://mptenders.gov.in/nicgep/app> . The bidders are required to enroll as per the process detailed in instructions for online bid submission.
2. Since the bidders are required to sign their bids online using class-III Digital Signature Certificate with encryption they are advised to obtain the same at the earliest.
3. Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. The Owner will not be responsible for delay in issue of Digital Signature Certificate.
4. If bidder is bidding for the first time for e-tender, then it is obligatory on the part of the bidder to fulfil all formalities detailed in instructions for online bid submission.
5. Bidders are requested to visit the e-tendering website [www.mptenders.gov.in](http://www.mptenders.gov.in) regularly for any clarifications, date extensions, corrigendum, amendment etc.
6. The Owner shall not be responsible anyway for the delay/ difficulties/ in accessibility of the downloading from the website for any reason whatsoever.
7. All time hours or hrs. mentioned in this bid document is in Indian Standard Time (UTC/ GMT + 5:30 hours)
8. Address for all communication shall be as mentioned under the Datasheet.

## **4.4 Bid Due Date**

1. Bids should be submitted online on the Bid Due Date in the manner and form as detailed in this RFP.
2. The Owner may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

## **4.5 Late Bids**

Bids received by the Owner after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

#### **4.6 Modifications/ Substitution/ Withdrawal of Bids**

The Bidder is not permitted to modify, substitute or withdraw its bid after submission.

#### **4.7 Rejection of Bids**

1. Notwithstanding anything contained in this RFP, the Owner reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Owner rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. Bids submitted at values lesser than the minimum bidding value/reserve price shall be rejected.
2. The Owner reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

#### **4.8 Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Owner.

#### **4.9 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Owner in relation to, or matters arising out of, or concerning the Bidding Process. The Owner will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Owner may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Owner or as may be required by law or in connection with any legal process.

#### **4.10 Correspondence with the Bidder**

Save and except as provided in this RFP, the Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **5. Arbitration**

#### **5.1 Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of PS, Aviation, GoMP whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (“Arbitration Act”).

#### **Place of Arbitration**

The place of arbitration shall ordinarily be at Bhopal but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

#### **5.2 Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the parties to secure relief from any higher forum.

#### **5.3 Performance during dispute resolution**

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations as per this RFP, without prejudice to a final adjustment in accordance with such award.

### **6. Other Clauses**

Other clauses such as termination, Force Majeure and terminations are mentioned in the agreement.

## **8. Annexures**

(To be attached with the technical bid document.)

## Annexure-A

To be print on company letter head)

### CREW QUALIFICATION AND EXPERIENCE

(As per DGCA CAR Section 3 Series C Part X, as amended from time to time but not limited to this.)

Category 1: Required for deployment with in 15-30 days (as approved by the owner) from the date of Letter of Award			
Type of Aircraft / Helicopter	Designation	Eligibility	Remark
<b>Bombardier Challenger 3500 Aircraft</b>	Pilot In Command	<ol style="list-style-type: none"><li>1. Shall possess at least ATPL with adequate experience and qualification as per DGCA CAR Section 3, Series C, Part X, as amended from time-to-time, rules &amp; regulation stipulated for the VVIP flying requirement and rules as prescribed by Government of Madhya Pradesh.</li><li>2. Pilots shall have accident-free track record. Accident history will be counted as per DGCA.</li><li>3. Pilots holding valid license issued by DGCA with valid endorsement for Bombardier 3500</li></ol>	

		Aircraft / Jet aircraft with more than 5,700 KG weight qualified to attain PIC endorsement for Bombardier Challenger 3500 aircraft.	
	First Officer	<ol style="list-style-type: none"> <li>1. Shall possess at least CPL with adequate experience and qualification as per DGCA CAR Section 3, Series C, Part X, as amended from time-to-time, rules &amp; regulation stipulated for the VIP flying requirement and rules as prescribed by Government of Madhya Pradesh.</li> <li>2. Pilots shall have accident-free track record. Accident history will be counted as per DGCA.</li> <li>3. Pilots holding valid license issued by DGCA with valid endorsement for Bombardier 3500 Aircraft / Jet aircraft with more than 5,700 KG weight qualified to attain P2 endorsement for Bombardier Challenger 3500 aircraft.</li> </ol>	

<b>Flight Operation Manager</b>	Flight Operation Manager	1. Shall be qualified and experienced to perform flight operation manager duties as per the latest guidelines issued by DGCA, amended from time to time	
<b>Flight Dispatcher</b>	Flight Dispatcher	1. Shall be compliant with all the regulatory requirements to dispatch Bombardier Challenger 3500 aircraft / Jet weighing 5700 KGs or above, qualified to attain dispatcher endorsement for Bombardier Challenger 3500 aircraft.	
<b>Category 2: Deployment date shall be communicated later, and the Agency shall have to deploy pilot within 30 days from the formal intimation letter</b>			
<b>Airbus H160 Helicopter</b>	First Officer	1. Pilot shall be qualified and experienced holding valid license issued by DGCA with valid endorsement for Airbus H160 Helicopter.	
<b>Airbus EC 155 B1 Helicopter</b>	First Officer	1. Pilot shall be qualified and experienced holding valid license issued by DGCA with valid endorsement for Airbus EC 155 B1 Helicopter	
<b>Flight Dispatcher</b>	Flight Dispatcher	1. Shall be compliant with requirements to dispatch	

		helicopters weighing 5700 KG and above.	
--	--	--	--

Date

Signature & stamp  
by Authorized person

## Annexure B

### Cover Letter

To,  
The Commissioner,  
Directorate of Aviation  
Bhopal

Date:

Dear Sir/Madam,

We, the undersigned, present our proposal to the **'RFP to hire agency to provide operational and manpower services for 'Bombardier Challenger 3500 Aircraft' and 'Airbus H160 & EC-155 B1 Helicopter'**.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Directorate of Aviation.
- b) We meet the eligibility requirements as stated in this RFP, and we confirm our understanding of our obligation to a Proposal by the policy in regard to corrupt and fraudulent practices.
- c) Our Proposal is binding upon us and subject to any modifications/ amendments Directorate of Aviation made before the date of submission.
- d) Our Firm /Company do not face any sanction or any pending disciplinary action from any Owner against our Firm /Company.
- e) We understand that the Directorate of Aviation is not bound to accept any Proposal that the Directorate of Aviation receives.

Thanking you,

Authorized Signature (In full and initials with Seal):

Name and Title of Signatory:

Name of Proposer (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: \_\_\_\_\_

Place: \_\_\_\_\_

## Annexure -C

### Price Bid Form *(only for information purpose)*

Price Bid shall be submitted in provided excel file only. Bids submitted with Price bid in the technical shall be summarily rejected.

<b>Category 1: Required for deployment with in 30 days from the date of Letter of Award</b>		
<b>Type of Aircraft / Helicopter</b>	<b>Designation</b>	<b>Cost/Resource/Month in INR (excluding Taxes)</b>
<b>Bombardier Challenger 3500 Aircraft</b>	Pilot In Command	
	First Officer	
<b>Flight Operation Manager</b>	Flight Operation Manager	
<b>Flight Dispatcher for Bombardier Challenger 3500 Aircraft</b>	Flight Dispatcher	
<b>Category 2: Deployment date shall be communicated later, and the Agency shall have to deploy pilot within 30 days from the formal intimation letter</b>		
<b>Airbus H160 Helicopter</b>	First Officer	
<b>Airbus EC 155 B1 Helicopter</b>	First Officer	
<b>Flight Dispatcher (Airbus H160/ EC-155 B1)</b>	Flight Dispatcher	
<b>Grand Total</b>		
<b>Service Charges (In Percentage)</b>		

## Annexure D

To,  
The Commissioner, Aviation  
Aviation Directorate, MP Government  
State Hangar, Raja Bhoj Airport Area  
Bairagarh, Bhopal, Madhya Pradesh 462030

### Bidder Profile

1	Name of the Firm	
2	Nature of the Firm	
3	Address of the Service Provider (s)	
4	Address of Registered Office	
5	Tel. No.	
6	Fax. No.	
7	E –mail	
8	Address of Branch Office in Madhya Pradesh (if any)	
9	Branch office Tel. No.	
10	Branch office Fax. No.	
11	E-mail	
12	Name of contact Person at Branch Office	
13	Year of Establishment (relevant proof to be submitted along the technical bid)	
14	Details of Experience for Operations of Twin Engine Aircraft (Name, Address & Period in years)	
15	Details of the nature of the services provided in the past	
16	List of the VVIP's to whom services have been provided	
17	Financial Turn over for the last completed year from NSOP organization (Documentary evidence to be enclosed including IT return)	
18	IT Permanent Account Number	
19	GST Registration Nos	

## Annexure E

### Format for pre-bid queries/ recommendations

<b>S. No.</b>	<b>Section, clause &amp; Page No.</b>	<b>Text requiring Clarification</b>	<b>Applicant's query/ recommendation</b>

## ANNEXURE-F

### Qualification required as per Government of Madhya Pradesh

(To be print on company letter head) CREW

#### QUALIFICATION AND EXPERIENCE

(As per DGCA CAR Section 3 Series C Part X but not limited to this.)

#### 1. Sr. Pilot (PIC) (Aeroplane)

Name		
Sr. No	Qualification/Experience	Remarks
1	<ul style="list-style-type: none"><li>a. 10+2 / Higher Secondary with Physics &amp; Maths from a recognized Board/ University.</li><li>b. Sr. Pilot shall possess a valid &amp; current ATPL license issued by DGCA.</li><li>c. Total flying experience of 3000 hours out of which 2000 hours as PIC on Jet Aeroplane having AUW above 5700 kg.</li><li>d. Valid IR &amp; PPC; Experience of Multi / twin Engine Aeroplane.</li><li>e. Computer basic Knowledge</li><li>f. Accident / Incident free record &amp; good conduct record</li></ul>	

## 2. Junior Pilot (Aeroplane)

Name		
Sr. No	Qualification/Experience	Remarks
1	<ul style="list-style-type: none"><li>a. 10+2 / Higher Secondary with Physics &amp; maths from a recognized Board/ University.</li><li>b. Pilot shall possess a valid &amp; current CPL license issued by DGCA.</li><li>c. Total flying experience of 1000 hours out of which 500 hours as PIC &amp; 100 hours PIC on multi Jet Aeroplane.</li><li>d. Valid IR &amp; PPC; Experience of Multi / twin Engine Aeroplane.</li><li>e. Computer basic Knowledge</li></ul>	

## 3. Junior Pilot (Helicopter)

Name		
Sr. No	Qualification/Experience	Remarks
1	<ul style="list-style-type: none"><li>a. 10+2 / Higher Secondary with Physics &amp; maths from a recognized Board/ University.</li><li>b. Pilot shall possess a valid &amp; current CHPL license issued by DGCA.</li><li>c. Total flying experience of 1000 hours out of which 250 hours as PIC on multi engine helicopter</li><li>d. Valid IR &amp; PPC;</li><li>e. Computer basic Knowledge</li><li>f. Accident / Incident free record &amp; good conduct record</li></ul>	

#### 4. Operation Manager

Name		
Sr. No	Qualification/Experience	Remarks
1	<p>a. Graduate with Higher Secondary (10+2) pattern or an equivalent examination with the subjects of physics and Maths from recognized Board / University.</p> <p>b. At least 10 years' experience with Airline / General Aviation / State Government Aviation to:</p> <ol style="list-style-type: none"> <li>i. Conduct Flight operations in conformity with existing regulations of DGCA, preferably in General Aviation / State Govt. Aviation.</li> <li>ii. Maintain Adequate liason with the DGCA HQ and regional offices in flight operation issues.</li> <li>iii. Monitor the quality and standard of operational documents and procedures.</li> </ol> <p>c. Preference would be given to the candidate well versed with CAR's , having broad aviation / technical education and computer literate</p>	

#### 5. Flight Dispatcher (Aeroplane)

Name		
Sr. No	Qualification/Experience	Remarks
1	<p>a. B.Sc (Aviation) Or 10+2 with Physics &amp; Maths or equivalent with Graduate in computer Application / Computer Science / IT from recognized Board / university Or Holder of Flying License with RTR.</p> <p>b. Holder of current &amp; Valid Dispatcher's License endorsed with at least one aircraft above 5700 kg.</p> <p>c. 02 years of experience as flight crew member / a meteorologist / as an Air Traffic Controller / technical supervisor of flight operations or equivalent..</p>	

## 6. Flight Dispatcher (Helicopter)

Name		
Sr. No	Qualification/Experience	Remarks
1	<p>d. B.Sc (Aviation) Or 10+2 with Physics &amp; Maths or equivalent with Graduate in computer Application / Computer Science / IT from recognized Board / university Or Holder of Flying License with RTR.</p> <p>e. Holder of current &amp; Valid Dispatcher's License endorsed with at least one aircraft/ Helicopter above 5700 kg.</p> <p>f. 02 years of experience as flight crew member / a meteorologist / as an Air Traffic Controller / technical supervisor of flight operations or equivalent.</p>	

## Agreement

This Agreement (the "Agreement" or the "LDA") made on this day \_\_\_\_\_ of 2026,

BY AND BETWEEN:

The Department of Aviation, Government of Madhya Pradesh acting through Commissioner, Aviation (hereinafter referred to as "the Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the FIRST PARTY; and

### AND

\_\_\_\_\_, a Company registered under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as "AGENCY" which expression shall include its successor and permitted assigns) of the SECOND PARTY.

WHEREAS the Civil Aviation Department \_\_\_\_\_ is the owner of Bombardier Challenger 3500 Aircraft and Airbus H160 & Airbus EC 155 B1 helicopters

WHEREAS The owner issued a tender bearing \_\_\_\_\_ inviting bids **'to hire agency to provide operational and manpower services for 'Bombardier Challenger 3500 Aircraft' and 'Airbus H160 & EC-155 B1 Helicopter'** in accordance with the terms set out thereunder (the "Tender"). The Agency was selected as the successful bidder by the Owner, in terms of the Tender.

WHEREAS the said Aircraft and Helicopter is to be utilized for carrying men and materials as per the requirements.

WHEREAS THE AGENCY has proposed to provide the Services (defined below) in respect of the aircraft and helicopter, and the Owner desires to avail such services from the agency in accordance with the terms set out hereunder.

WHEREAS THE AGENCY was provided an opportunity to demonstrate capability vide its proposal dated \_\_\_\_\_

WHEREAS THE AGENCY has offered to undertake Operation of aircrafts and helicopter per latest DGCA rules for VIP & VVIP's flying, amended from time to time, and rules and guidelines issued by government of Madhya Pradesh, duties and other purposes as instructed by Director Civil Aviation vide \_\_\_\_\_

WHEREAS THE AGENCY has agreed for the said arrangement in consideration of payment of certain charges and acceptance of certain terms and conditions between the parties to this Agreement detailed hereunder: -

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AND STIPULATE:**

## **1. Definitions**

- 1.1. In this Agreement the following words and expressions are used in the following meanings / senses unless the context requires otherwise.
- 1.2. "BASE" shall mean "Bhopal" where the Operational personnel shall be stationed for Providing Services.
- 1.3. "REGULATORY AUTHORITY" shall mean any Government body (both Central and State Government) or bodies having responsibility for aviation matters in the area of operations.
- 1.4. "PRICE" shall mean the aggregated of fees and charges payable by the Owner to the agency as discovered in the financial bid of the agency.
- 1.5. "MONTH" shall mean a calendar month "MONTHLY" takes a similar meaning.
- 1.6. "TERM" shall mean the period set out in clause 4 and includes any extensions as may be agreed by the parties from time to time in accordance with the provisions of this Agreement.
- 1.7. "FORCE MAJEURE" shall mean an Act of God, War, Riot, Fire, Flood, Sabotage and Acts and Regulations of the Govt. of India, or any State Govt., or any other local Govt.
- 1.8. "CAR" shall mean the "Civil Aviation Requirements" (as updated/amended from time to time) issued by Director General of Civil Aviation (DGCA)
- 1.9. "DGCA" shall means Director General of Civil Aviation
- 1.10. 'Crew' shall mean the manpower required for the operation of the owner's aircraft and helicopters.

1.11. Words imparting one gender include all other genders. Words imparting singular include plural and vice versa.

1.12. Heading used in this Agreement are convenience of reference only and shall not affect the meaning and interpretation of the text of the Agreement.

## **2. Scope of Agreement**

**2.1** The Agency will supply the Pilots with adequate experience and compliant with latest DGCA CAR for VIP flying and rules and regulations issued by GoMP, amended from time to time.

2.1.1 **Aircraft:** Bombardier Challenger 3500

2.1.2 **Helicopter:** Airbus H160 & Airbus EC 155 B1

**2.2** Pilots and other required crew shall be stationed at Bhopal to undertake VIP operations to operate and assure the proper operation of the state-owned Aircraft and Helicopters as per the provisions laid down in latest DGCA CAR for VIP flying, amended from time to time.

**2.3** The agency will supply the Flying crew (Pilots and other required crew) of adequate experience laid down in DGCA CAR Section 3 Series C Part X fully qualified on aircraft and helicopters (as mentioned under clause 2.1) at a 02 hours' notice, qualified to undertake VIP operations to operate and assure the proper operation of the state owned Aircraft and helicopters as per the provisions of DGCA CAR 3CX and other relevant DGCA regulations, and this tender. The owner shall familiarize the Pilots provided by the Agency with the Operations Manual and Standard Operating Procedures.

2.4 The agency will supply the following manpower/ crew:

<b>Category 1: Required for deployment with in 30 days from the date of Letter of Award</b>		
<b>Type of Aircraft</b>	<b>Designation</b>	<b>Required Crew</b>
<b>Bombardier Challenger 3500 Aircraft</b>	Pilot In Command	01
	First Officer	01
<b>Flight Operation Manager</b>	Flight Operation Manager	01
<b>Flight Dispatcher</b>	Flight Dispatcher	01
<b>Category 2: Deployment date shall be communicated later and the Agency shall have to deploy pilot within 30 days from the formal intimation letter</b>		
<b>Airbus H160 Helicopter</b>	First Officer	01
<b>Airbus EC 155 B1 Helicopter</b>	First Officer	01
<b>Flight Dispatcher (Airbus H160/ EC-155 B1)</b>	Flight Dispatcher	01

### 3. Obligations of the Agency

- 3.1 Carry out all occurrence reporting mandated by applicable regulations.
- 3.2 In case the PIC/ Co Pilot / deployed crew proceeds on leave or falls sick or any other reason, the Service Provider shall provide the

services of a qualified PIC/first officer of equivalent experience to operate Aircraft at their own cost in time.

- 3.3** The selected agency will have to organize/provide/obtain services of Safety and Emergency Procedures (SEP) Instructor as and when required from any agency qualified for the purpose.
- 3.4** The bidders shall undertake the complete operations in accordance with the procedures laid down by DGCA/ Manufacturer as per the Indian Aircraft rules and CAR applicable for Bombardier Challenger 3500 and Airbus H160 and EC 155 B1 helicopter under State Government ownership/ operations.
- 3.5** Mandatory flying checks as stipulated by the DGCA will be carried out on the Aircraft with prior specific permissions from Commissioner, Aviation.
- 3.6** The Agency will provide pick and drop for their crew/ deployed resources at Bhopal at its own expense and no delay due to breakdown of vehicle or any other reason would be accepted under any circumstances.
- 3.7** The Agency shall ensure the safe custody of the aircraft and return the aircraft to the Owner or representative as assigned by the Owner along with all technical documents of the aircraft immediately upon completion of its assignment. However, the security of the aircraft will be the responsibility of the Owner.
- 3.8** Accommodation at Bhopal for deputed staff shall be managed by the agency.
- 3.9** Crew loss of license insurance will be the responsibility of the "Agency". It should be as per industry standard.
- 3.10** All costs and expenses towards maintenance, sustenance and up keeping of requisite licenses of the Crew shall be borne and paid by the Agency.
- 3.11** Flying Crew recurrent training should be carried out as per the applicable DGCA rules & regulations. Agency will bear the cost towards training, Boarding, Lodging, Air Ticket to travel within India or abroad to meet above mentioned training requirement. All recurrent training, including simulator training should be conducted through DGCA authorized training centre or Approved

Instructor/Examiner only.

- 3.12** The Agency shall arrange for and ensure that all periodic trainings as per requirements of CAR and as set out by the DGCA from time to time are conducted in a timely manner. If any stipulated training is not arranged in time, the Owner shall be having the right to arrange training from authorized third party, at the Agency's cost and expenses.
- 3.13** The Agency shall operate the Aircraft in accordance with the technical limitations and specifications set out in the certificate of airworthiness issued by the DGCA or any other competent authority, the manufacturer's operating, flight and loading manuals, standard operating procedure and the Applicable Standards so that the Aircraft is available for operations at all times during the Term. The Agency shall ensure that any action/omission of the Agency shall not impact on the operational fitness of the Aircraft and also ensure that the Crew handles the avionics/equipment/furniture and other fittings of the Aircraft with utmost care.
- 3.14** The Services shall be performed by the Agency in a timely manner with good workmanship, instructions issued by the Owner, the Applicable Standards and the best industry practices.
- 3.15** Carry out all occurrence reporting mandated by applicable regulations. In the event of any incident/ occurrence in relation to the Aircraft, the Agency shall notify and inform the Owner of such incident/ occurrence as soon as possible by the quickest means available and in any case within 12 hours of happening of such incident/ occurrence.
- 3.16** During the Term of this Agreement, the Agency shall not do or take any actions that are in contravention of any law, act, rules or regulations, Applicable Standards, governing customs, foreign exchange, etc. and it shall be the responsibility of the Agency to comply with the requirements of law and Applicable Standards during performance of the Services.
- 3.17** The Agency shall provide all administrative facilities for its crew under this Agreement.
- 3.18** VIP flights shall always be operated with multiple crew composition.

The Agency should ensure that all the pilots are available at Bhopal base at all time, except for reasons of leave or training away from Bhopal base. In such circumstances, the agency shall provide replacement of pilot with the same eligibility as required to fly the aircraft as per DGCA guidelines. Even in case of long grounding of Aircraft the contract will remain enforce. No Pilot Shall take leave without prior permission of Commissioner, Aviation, Govt of Madhya Pradesh.

**3.19** In the absence of any Crew member, the Agency shall provide the services of alternate crew member of equivalent experience as per para 5.1 to operate the Owner's Aircraft at Agency cost and expenses. In case of violation or misconduct, disciplinary action will be initiated against the Agency and the crew by the owner and/or \_\_\_\_\_ along with recovery of all such expenses incurred by the owner

#### **4. Term of the Agreement**

**4.1** Unless terminated under Clause 12, the terms of the Agreement shall commence from \_\_\_\_\_ and the validity shall be for a period of 3 years extendable by maximum two years in 1 + 1 year manner on satisfactory performance of the agency and deployed pilots.

#### **5. Crew Qualifications**

**5.1** The Agency shall provide crew as per qualification and experience for meeting the minimum requirements as set out by DGCA for VIP flying and GoMP rules and guidelines.

**5.2** It is preferred that the pilot provided by the Agency have a higher experience when flying Government of Madhya Pradesh Aircraft including VVIP flying:

**Category 1: Required for deployment within 15-30 days (as approved by the owner) from the date of Letter of Award**

Type of Aircraft / Helicopter	Designation	Eligibility
<b>Bombardier Challenger 3500 Aircraft</b>	Pilot In Command	<ol style="list-style-type: none"> <li>1. Shall possess at least ATPL with adequate experience and qualification as per DGCA CAR Section 3, Series C, Part X, as amended from time-to-time, rules &amp; regulation stipulated for the VVIP flying requirement and rules as prescribed by Government of Madhya Pradesh.</li> <li>2. Pilots shall have accident-free track record. Accident history will be counted as per DGCA definition.</li> <li>3. Pilots holding valid license issued by DGCA with valid endorsement for Bombardier 3500 Aircraft / Jet aircraft with more than 5,700 KG weight qualified to attain PIC endorsement for Bombardier Challenger 3500 aircraft.</li> </ol>
	First Officer	<ol style="list-style-type: none"> <li>1. Shall possess at least CPL with adequate experience and qualification as per DGCA CAR Section 3, Series C, Part X, as amended from time-to-time, rules &amp; regulation stipulated for the VIP flying requirement and rules as prescribed by Government of Madhya Pradesh.</li> <li>2. Pilots shall have accident-free track record. Accident history will be counted as per DGCA definition.</li> <li>3. Pilots holding valid license issued by DGCA with valid endorsement for Bombardier 3500 Aircraft / Jet aircraft with more than 5,700 KG weight qualified to attain P2 endorsement for Bombardier Challenger 3500 aircraft.</li> </ol>

<b>Flight Operation Manager</b>	Flight Operation Manager	1. Shall be qualified and experienced to perform flight operation manager duties as per the latest guidelines issued by DGCA, amended from time to time
<b>Flight Dispatcher</b>	Flight Dispatcher	1. Shall be compliant with all the regulatory requirements to dispatch Bombardier Challenger 3500 aircraft / Jet weighing 5700 KGs or above, qualified to attain dispatcher endorsement for Bombardier Challenger 3500 aircraft.
<b>Category 2: Deployment date shall be communicated later, and the Agency shall have to deploy pilot within 30 days from the formal intimation letter</b>		
<b>Airbus H160 Helicopter</b>	First Officer	1. Pilot shall be qualified and experienced holding valid license issued by DGCA with valid endorsement for Airbus H160 Helicopter.
<b>Airbus EC 155 B1 Helicopter</b>	First Officer	1. Pilot shall be qualified and experienced holding valid license issued by DGCA with valid endorsement for Airbus EC 155 B1 Helicopter
<b>Flight Dispatcher</b>	Flight Dispatcher	1. Shall be compliant with requirements to dispatch helicopters weighing 5700 KG and above.

## **6. Specific Terms & Conditions**

- 6.1** The PIC/First officer should be in uniform during the day of flight.
- 6.2** The Agency shall maintain strict discipline for the smooth and efficient operation of the aircraft. The Agency shall time to time meet and take instruction from the Owner i.e., Commissioner, Aviation Directorate, Govt of Madhya Pradesh or his representative for operation of the aircraft.
- 6.3** The overall control of the operation of aircraft shall be under Commissioner, Aviation Directorate, Govt of Madhya Pradesh or his

representative.

**6.4** Agreement will be signed on mutual concern of both parties as per Terms and Conditions of this tender document

**6.5** Jurisdiction will be Bhopal, Madhya Pradesh

**7. Security Deposit**

**7.1** The EMD of the selected bidder will be considered as a part of the performance security deposit. It shall be released after the completion of contract period

**8. Obligation of the Owner**

**8.1** The charges for outstation towards boarding and lodging and transportation of crew for official duties required towards operations and maintenance of state aircraft either by Owner or DGCA requirement, would be paid by the Owner to Agency on actual bill amount subject to maximum amount of tariff of INR 7500 for single room of a three or four-star hotel in the particular city of night halt per person/per day on produce of the original bills of its personnel when the aircraft is away from base. Should it not be possible to obtain a hotel room within the stipulated budget, the Agency shall take a written exception approval from the Owner on a case-by-case basis.

**8.2** Food allowance for the buffet lunch/ dinner at the hotel and transportation to/ from, where the Crew is staying, would be paid by the Owner to agency on actual bill amount subject to maximum amount of tariff of INR 2000 per person per day.

**8.3** Owner shall maintain throughout the period of Agreement at its own expense, hull liability Insurance/ Self-insurance of the aircraft'. The Owner shall also maintain throughout the period of agreement at its own expense, insurance /self-insurance against war risk and hijacking.

**8.4** The training required for the recurrency of flying crew can be undertaken on fully operational aircraft of the Owner. However, all additional expenditure including examiner fee, air tickets, boarding and lodging will be borne by Agency. The owner will maintain the Operations Manual as per DGCA CARs, Operations Circulars and laid

down rules and regulations.

## **9. Payment**

- 9.1** In consideration of the services rendered by the Agency to the Owner in accordance with this agreement, the Owner shall pay the Agency a sum of \_\_\_\_\_ plus applicable taxes per month.
- 9.2** The payment will be made on quarterly basis to the Agency. The Service Provider must submit his bill immediately on completion of the month. The Service Provider must submit the following documentary evidence to claim the payment.
- a) Copy of attendance sheet duly signed by the Concern in Charge Officer as and when the flying happens in case of pilots.
  - b) Applicable taxes to be deducted at the time of payment from each bill of the Agency as per the prevailing government laws in the country at the time of payment.
- 9.3** There shall be an increase of 4% per annum on the annual contract amount every 2 years.
- 9.4** Requirement of crew mentioned under 'clause 2.4' is the maximum requirement of Aviation Directorate.
- 9.5** In case if Owner require additional crew, it shall inform the agency, 3 months in advance. Additional crew shall be paid at the same rate as discovered in the financial bid.
- 9.6** Owner reserve the right to demobilize the crew if it is no longer required and Agency shall be given a written notice 1 months in advance for the same.

## **10. Taxes and Duties**

### **10.1 Corporate Tax**

- a) Tax assessed/ leviable on the income of the Agency shall be borne and paid by the Agency as per the applicable law. The Owner may deduct tax at source in accordance with the provisions of the Income Tax Act, 1961 and GST prior to release of payment, unless the Agency has submitted a certificate to the Owner (as per Owner's absolute satisfaction) obtained from the Income Tax Authorities exempting deduction of tax at source.
- b) The Owner shall in no way be responsible for any tax liability of

the Agency employees, irrespective of the fact that their income earned was in the performance of Services under this Agreement.

- c) It will be the duty of the agency that GST claimed is appropriate & timely reflected on GSTN.

## **10.2 Other Statutory Liabilities**

All statutory obligations for personnel—such as Provident Fund, Employees’ State Insurance, Professional Tax, and any other applicable taxes/levies—shall be borne and paid by the Agency.

## **11. Force Majeure**

**11.1** Agency shall not be held liable for any failure to perform any of its obligations under the Agreement, where such failure is due to any cause beyond the human control of such affected Agency and which was not foreseeable by the Agency at the time of entering into this Agreement and such failure was caused due to hurricanes, earthquakes, fire, floods, natural disasters, epidemics, any other act of God, terrorist action, war, riots, any action taken by any governmental authority or department, any order, legislation, enactment, judgment, ruling or decision, civil disturbance, strikes on a national level, (the “Force Majeure Event”), for the period during which the Force Majeure Event lasts.

**11.2** Upon the occurrence of the Force Majeure Event and up to its termination, the affected Agency shall:

- a) Notify the owner in writing within 48 hours of beginning of the Force Majeure Event and ending thereof, giving full particulars and satisfactory evidence in support of its claim; and
- b) Take measures to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of its affected obligations.

**11.3** During the period in which Force Majeure persists, the obligations of the Agencies shall remain suspended, and the Agency shall not be

entitled to payment for such period on pro-rata basis. However, the Agency shall be responsible for fulfilling their obligations that arose prior to commencement of the Force Majeure Event.

- 11.4** If the Force Majeure Event continues for more than 30 consecutive days, agency may after informing the owner in writing, terminate the Agreement by giving at least 2 Months prior notice.

## **12. Termination of the Agreement**

The agreement shall be terminated under the following circumstances:

- 12.1** If the operation of the aircraft must be stopped due to a government order. (With two months' notice, the contract will be terminated)
- 12.2** If the aircraft is involved in a serious accident and is written off completely. (Immediate Termination)
- 12.3** If the government observes that the proper and suggested procedures by the DGCA and the manufacturer are not being followed by Agency. Owner will issue 2 warnings followed by final termination of the agreement.
- 12.4** If the government is unsatisfied with the services (With two months' notice, the contract will be terminated).
- 12.5** The agency may terminate the agreement by giving a three-month written notice to the Commissioner, Aviation. If the company fails to give the Government of Madhya Pradesh three months' notice before terminating the agreement, the owner will confiscate the bank guarantee.
- 12.6** During the agreement period the agency's NSOP license should be valid as per DGCA rules. If NSOP license of the Agency is not renewed or ceased or suspended by DGCA, the termination will be from the date of expiry of permit. In such a case, the owner will confiscate the bank guarantee.

### **12.7 Consequence of Termination**

Upon termination of the Agreement in accordance with this Clause 12, the Agency shall forthwith return the Aircraft, its tools, publication, logbooks, documents and spare parts or any items in possession of the Agency, in relation to the Aircraft to the Owner and

the Owner shall pay to the Agency, the amounts properly attributable to Services provided by the Agency prior to termination. Additionally, the Agency shall be responsible to inform the DGCA when the Agreement is terminated by either Party.

### **13. Liquidated Damages**

**13.1** In the event, the Agency fails, neglects or omits to provide to the Owner, any member of the Crew for the Services in accordance with this Agreement, then the Agency shall pay to the Owner, liquidated damages calculated on pro-rata basis depending upon the type and number of Crew members and number of days for which such member of Crew is not provided.

**13.2** Also, in case of unsatisfactory services, a warning will be followed by a penalty. If at any given time, VIP flight cannot be undertaken due to unavailability of Pilots or absence of any operations requirement (except in such cases where the Agency has taken prior permission), penalty will be imposed:

- a. **1<sup>st</sup> instance of default:** If this will result in hiring of Charter, Total cost of Charter flight will be deducted from operational charges and an additional 5% penalty will be charged on monthly operations charges of the agency, in case of first instance
- b. **2<sup>nd</sup> instance of default:** If this will result in hiring of Charter, Total cost of Charter flight will be deducted from operational charges and an additional 10% penalty will be charged on monthly operations charges of the agency
- c. Penalties are subjected to the condition that the Agency has to himself provide for alternative arrangement in case of grounding within time as per requirement, but in case of grave negligence of the Agency or in case the Agency fails to provide alternative chartered service for the flying of VIP of equivalent or better standard, the services may be terminated after a suitable notice period as decided by Commissioner, Aviation apart from seizure of the performance bank security.
- d. If the Agency violates the service delivery terms more than twice during the contract period, the Owner has the right to terminate

the contract and require the Agency to continue providing services until a replacement is found as per terms and conditions of original contract.

**13.3** The Agency hereby acknowledges and agrees that failure of the Agency to perform the services in accordance with the terms and conditions hereof shall cause substantial damage and loss to the Owner. The Agency and the Owner agree that the amounts fix as liquidated damages under this clause are reasonable considering damages that the Owner would sustain in the event of failure of the Agency to perform in accordance with the terms and conditions of this Agreement and that such amounts are agreed upon and fixed as liquidated damages. The parties agree that these are genuine pre-estimate of the losses/damages which will be suffered on account of the deficiency or delay in performance of the Agency.

**13.4** The Owner shall have the right to deduct/ set-off the liquidated damages under this Clause payable by the Agency against any payment due and payable to the Agency in accordance with Clause 9.1.

**13.5** Agency shall be held responsible for covering all expenses attributed due to any negligence of agency's crew.

**14. Deleted**

**15. Statutory Requirements**

During the tenure of this agreement nothing shall be done by the Agency in contravention of any law, act, rules or regulations governing inter alia customs, foreign exchange, stowaways, etc. and it shall be the responsibility of the Agency to comply with the requirements of law.

**16. Subletting**

No subletting / delegation of work to other agency is permitted.

**17. Confidentiality**

The parties expressly agree that the contents and provisions of this agreement will be treated as strictly confidential, and that neither party will divulge or leak them to any third party without first getting the other's

written consent to this agreement. This applies to information about or concerning aircraft operations, as well as other related information.

## **18. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Bhopal, India shall have exclusive jurisdiction to entertain any suit or other legal proceedings, and the jurisdiction of the other courts is hereby excluded.

## **19. Dispute Resolution**

**19.1** The Parties shall promptly consult each other to expeditiously resolve any dispute, controversy, or claim arising out of or in connection with the breach, validity, performance, interpretation or termination of this Agreement and any consequences thereof (each a "Dispute"), in a spirit of mutual understanding and cooperation.

**19.2** If the Parties fail to resolve the Dispute within 15 days of such Dispute arising, either Party shall be entitled to refer the Dispute before Principal Secretary, Aviation Department, Govt of Madhya Pradesh.

**19.3** Even after this, if the Parties fail to resolve the Dispute, either Party shall be entitled to refer the Dispute for final settlement by arbitration administered in accordance with the Arbitration and Conciliation Act, 1996, as amended from time-to-time place of arbitration shall be Bhopal, Madhya Pradesh.

**19.4** The arbitral tribunal will consist of a sole arbitrator jointly appointed by the Parties or, in the absence of an agreement, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be Bhopal and the language of the arbitration shall be English.

## **20. Indemnity**

**20.1** The Agency shall indemnify, defend and hold harmless the Owner, its officers, employees, agents and subcontractors from and against:

- a. Any and all losses arising from injury to or death of any person or damage to or loss of property of any person arising directly out of

acts or omissions of the Agency and its officer, employee or agent or the Crew during performance of Services/ its obligations by the Agency (and/or its officers, employees or agents or the Crew, as the case maybe) of their obligations under this Agreement, unless such damage, loss or claim is solely attributable to gross negligence, fraud or willful misconduct of the Owner; or

- b. Any and all losses arising directly from or incurred by reason of non-performance of any obligations of the Agency under this Agreement or breach of any representation, warranty or covenant of the Agency under this Agreement.

**21. Notice**

**21.1** Any notice given under the provision of this Agreement shall be in writing and shall be deemed to be properly given if sent by hand, registered post or courier service that provides delivery receipts or electronic mail. Any notice sent by electronic mail requires evidence of receipt before it is deemed received. All notices to be delivered hereunder shall initially be addressed as follows unless such address or email address is changed by notice given to the other Party.

**TO OWNER:**

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**TO THE AGENCY:**

Attention:  
\_\_\_\_\_

Email: \_\_\_\_\_

- 21.2** A notice shall be treated as having been received, if sent by:
- a. Hand, on the same day of delivery;
  - b. Registered post, when the registered post would, in the ordinary course of post, be delivered whether actually delivered or not;
  - c. Courier service, 2 days after deposit with a reputed overnight courier for inland delivery; and
  - d. Electronic mail, on the same day of delivery.

## **22. Miscellaneous**

### **22.1 Counterparts**

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

### **22.2 Entire Agreement**

This Agreement, together with the Tender (including corrigendum), constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties in respect of the subject matter hereof. The provisions of this Agreement shall be read with the terms and conditions of the Tender and in the event of any conflict or inconsistency between the terms of this Agreement and the Tender, the Parties agree that this Agreement shall prevail.

### **22.3 Waiver**

No waiver shall be valid unless given in writing by the Party from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.

**22.4 Amendment**

No change, alteration or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed by all the Parties hereto.

**22.5 Relationship**

Nothing in this Agreement shall be deemed to constitute a relationship of partnership between the Parties and neither Party shall have any right or authority to bind the other as the other’s agent or representative, and neither Party shall be deemed to be the agent of the other in any way.

**22.6 Severability and Partial Invalidity**

If any provision of this Agreement or any one or more of the phrases, sentences, clauses or paragraphs contained herein is determined to be invalid, illegal, void or voidable by any order, decree or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in this Agreement.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of \_\_\_\_\_

For and on behalf of \_\_\_\_\_

\_\_\_\_\_  
(Authorised Signatory)

\_\_\_\_\_  
(Authorised Signatory)