

**TENDER DOCUMENTS FOR PROCUREMENT OF ONE MEDIUM TWIN-
ENGINE HELICOPTER FOR DISASTER RELIEF OPERATIONS AND
TRANSPORT
TERMS AND CONDITIONS**

Instructions

1. The PDMA Sindh, Government of Pakistan invites offers from Original Equipment Manufacturers [OEM]/Licensees of Original Manufacturers only or their authorized representatives for the supply of one [1] medium twin engine Helicopter.
2. Helicopter must be delivered C.I.F [Cost, Insurance and Freight] by air freight at Jinnah International Airport, Karachi.
3. Offers must include scheduled/anticipated spare parts for the warranty period [average annual flying three hundred [300] hours, tools and ground support equipment required for the subsequent maintenance of helicopters from one base operation.
4. The bidder can include/propose any additional optional equipment that is deemed advisable in order to perform the missions outlined in the tender in the best possible way.
5. Un-conditional and uninterrupted spare support must be guaranteed not to be affected by the situation obtaining within the Buyer's country or her relations with other countries and/or sanctions.
6. Provision of life time service bulletin, alert bulletin and technical orders etc for helicopter.
7. Helicopter should be able to operate in Pakistan's climatic and geographical conditions throughout the year. For this purpose the helicopter has to comply with certain requirements, some of which are mandatory [hereafter identified with the "M" label].
8. The bid shall comprise a single package containing two separate envelopes, one containing two [2] sets of technical proposal and other containing one set of financial proposal. The envelopes shall

be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters.

9. Last date of submission is 01:00 p.m. PST, 25th August, 2014.
The tenders shall be opened as per schedule published in the presence of bidders or their authorized representatives who wish to be present on the occasion.

10. The Financial proposal must accompany security deposit @ one percent [1%] of bid value in US \$ or equivalent to Pak Rupees, in the form of a Bank Draft/Pay Order of any National / International Bank drawn in favour of Provincial Disaster Management Authority, Sindh valid for a period of 28 days beyond bid validity period. The security deposit of unsuccessful bidder(s) including those whose bids are not accepted due to such conditions attached to the bid(s) which contradict tender terms or are found technically non-responsive, shall be returned unopened within 15 days of award of the tender [to successful bidder].

11. The Technical Proposals must also contain following:-

- a. All the relevant technical material, including the technical manuals, operator's manual etc. required for technical/performance evaluation.
- b. Interior layout options/proposals.
- c. Exterior paint colour scheme options available.
- d. Soft and hard copy of the contract which the seller intends to conclude with the buyer.
- e. The bidder must also submit the documents mentioned below for acceptance of his proposal:-
 - (1) Certificate authorizing sale of the product [being offered] in the region [Pakistan] from Original Equipment Manufacturer (OEM)/Licensee of Original Manufacturer.
 - (2) Financial position (Turnover of at least last 3 years)
 - (3) Past experience in the field.
 - (4) Registration with income-tax, sales tax or SRB (if applicable)

12. The envelope marked "Technical Proposal" shall be opened in the presence of bidders or their authorized representatives who may wish to be present on the schedule given.

13. The envelope marked "Financial Proposal" shall be retained in the custody of Provincial Disaster Management Authority, Sindh without being opened.

14. The Provincial Disaster Management Authority, Sindh shall evaluate all the Technical Proposal without reference to the price on the basis of the technical specifications given in tender terms and reject any proposal(s), which do not conform to the specified requirements of the terms and conditions of the tender.

15. Date and time of opening of "Financial Proposal" shall be communicated subsequent to opening of "Technical Proposal". For the purpose of comparison of bid(s) quoted in draft, currencies, price will be converted into single currency i.e. Pak Rupees.

16. Offers must be valid for acceptance for a period of one hundred twenty [120] days from the opening of tender.

17. After the evaluation and approval of the technical proposal, Provincial Disaster Management Authority, Sindh shall within the bid validity period, publicly open financial proposal of the technically accepted bids only, in presence of the bidders or their authorized representatives who wish to be present.

18. **Performance Guarantee**

a. Successful Bidder will be required to furnish a Performance Guarantee for due and satisfactory performance of the contract, equal to one percent [1%] of the value of the contracted goods, in US \$ or equivalent to Pak Rupees in the form of:-

- (1) Bank Guarantee from a prime bank in the prescribed proforma given at Annexure A.
- (2) Bank Draft or Pay Order in favour of Provincial Disaster Management Authority, Sindh.

- b. The Performance Guarantee shall be furnished within seven (7) working days of the date of acceptance of bid by the buyer.
- c. Satisfactory performance of the contract includes delivery of commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment at Karachi and settlement of all claims (if any).
- d. Information required for opening of LC will be furnished by the Seller (e.g. name of advising bank and/or negotiating bank with complete address and port of loading) alongwith the Performance Guarantee, else the delay shall be on Seller's account and the date of shipment/dispatch will be calculated from the due date of submission of Performance Guarantee instead of date of opening of LC.
- e. Bid Bond / Security of the successful bidder shall be forfeited without any notice, if the successful bidder fails to furnish the required Performance Guarantee as specified above.

19. Forfeiture of Performance Guarantee

- a. The Buyer shall forfeit the Performance Guarantee if the Seller:-
 - (1) Fails to supply the goods within the specified period.
 - (2) Commits any breach of contract or fails to fulfill any term or condition of the contract or fails on account of satisfactory performance of the contract.
- b. The Performance Guarantee will be released to the Seller after 120 days of successful and satisfactory execution / completion of the contract. No claim shall lie

against the Buyer in respect of interest on Performance Guarantee, regardless of the time of its release.

20. **Letter of Credit [Documentary Credit]**

The Buyer shall establish in favour of the Seller an irrevocable Letter of Credit in Euro/US Dollars for 100% value of the contracted quantity in favour of the bidder through a scheduled bank in Pakistan within ten [10] calendar days or earlier on receipt of required Performance Guarantee alongwith the complete information required from the Seller for opening of L.C. The delay in furnishing the information will be on Seller's account and the period of shipment shall commence from due date for submission of Performance Guarantee instead of opening of LC.

21. **Documents**

The Seller shall send by fax/E-mail followed by courier, to the Provincial Disaster Management Authority, Sindh five sets of non-negotiable airway bill documents prior to the arrival of cargo. The Seller also ensures that these documents are actually delivered to the Buyer before the arrival of consignment of cargo in Karachi. The Seller shall ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in Pakistan before arrival of the cargo. Third party documents are acceptable except for Commercial Invoice & Draft. If these documents are not received by Buyer's bank concerned before the cargo arrival, the Seller shall deliver the consignment to buyer against buyer's own Letter of Indemnity.

22. **Force Majeure**

Should any of the force majeure circumstances, namely Acts of Allah, natural calamity, fire, government restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out his contractual obligations, the period

stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective/ concerned Chamber of Commerce in the Seller's or the Buyer's country shall be sufficient proof of the existence and duration of such circumstances.

23. **Damages**

If the goods are not delivered within the contracted period of delivery, the Seller shall be liable to pay to the Buyer on demand without any question whatsoever, damages on account of extra expenditure and loss of other benefits to the Buyers. The quantum of such damages will be determined at the sole discretion of the Buyer.

24. **Cancellation Of Contract**

If the Seller fails to deliver the goods within the specified delivery period, for reason other than Force Majeure, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Buyer shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

25. **Right of Rejection.**

The competent authority reserves the right to reject any or all the tenders without assigning any reason therefor.

26. **Integrity Pac**

The Supplier/Seller shall sign the following Integrity Pac.

- (i) The Supplier/Seller hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
- (ii) Without limiting the generality of the foregoing, the Supplier/Seller represents and warrants that it has not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP, except that which has been expressly declared pursuant hereto.
- (iii) The Supplier/Seller accepts fully responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
- (iv) Notwithstanding any rights and remedies exercised by GoP in this regard, the Supplier/Seller agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay

compensation to GoP in any amount equivalent to ten times the sum of any gratification, bribe, finder's fee or kickback given by Supplier/Seller as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Gop.

Note:-

- i. A separate chart must be provided, indicating the weight and cost of the optional equipment installed.
- ii. Analysis charts provided at chapter 7 must be submitted alongwith quotation, duly filled-in.
- iii. Inability/variations, if any, from tender specification must be highlighted while submitting the quotation.
- iv. **The supplier also has the option of offering the bid on supplier's credit. The mark-up, amortization schedule etc of such offer should be indicated in detail.**

SPECIFICATIONS


TECHNICAL CHARACTERISTICS [Medium Twin Engine]

- 1.1 The helicopter shall be of new construction and certified in the manufacturer's country and by the American FAA before delivery.[M]
- 1.2 The helicopter must be able to operate in configurations of Pax, Search & Rescue and Utility. The helicopter shall have minimum seating capacity of [15] places excluding two pilots. while in the corporate transport configuration shall have suitable corporate interior with [6] to [8] deluxe seats. [M]
- 1.3 The helicopter shall be twin engine equipped with Full Authority Digital Engine Control [FADEC].
- 1.4 The baggage compartment shall offer a volume larger than 2.0 m³.
- 1.5 The helicopter main system [electrical, fuel, hydraulic] shall be duplicated. [M]
- 1.6 It shall be possible to pass from the pax transport configuration to the corporate configuration as well as utility configuration in the easiest possible way within minimum time. Therefore two sets of seats must be provided for the purpose.
- 1.7 The helicopter shall be equipped with powerful engines to grant an AEO Take off Power to max gross weight ratio higher than 0.2 SHP/Kg.
- 1.8 The helicopter shall be equipped with 2 passenger sliding doors granting an opening higher than 1.2 m. [M] Doors may be fitted with actuators.
- 1.9 The helicopter must be certified to operate in a range of temperatures from -20°C to +50°C.
- 1.10 A minimum Manufacturer's Warranty of 2 [two] years and/or 2000 flight hours prorated must be offered from date of local [Pakistan] delivery of the helicopter.



2. MISSION EQUIPMENT

- 2.1 The helicopter has to be equipped with pilot and copilot instrumentation and controls. [M]
- 2.2 The helicopter has to be equipped with dual IFR package. [M]
- 2.3 The helicopter has to be equipped with dual Automatic Flight Control System [AFCS] [4 axis]. [M]
- 2.4 The helicopter has to be equipped with a GNS module with Flight Plan Management System [FPMS] coupled with Flight Director. [M]
- 2.5 The helicopter shall be equipped with communication equipment including dual VHF Communication FM as well as AM.
- 2.6 The helicopter shall be equipped with navigation equipment including dual VOR/LOC/GS/MB, ADF, DME, Mode S Transponder [2] and Radar Altimeter. [M]
- 2.7 The helicopter shall be equipped with a dedicated FMS with moving map/navigation screen.
- 2.8 The helicopter shall be equipped with engine fire extinguisher system. [M]
- 2.9 The helicopter shall be equipped with a swiveling landing/search light [IR], Combination position and strobe lights and Rotating Beacon. [M]
- 2.10 The helicopter shall be equipped with pilot/copilot windshield wipers.[M]
- 2.11 The helicopter shall be equipped with Environmental Control System [M]
- 2.12 The helicopter shall be equipped with Engine Air Particle Separator System and/or sand filters. [M]
- 2.13 The helicopter shall have provisions and equipped with Wire Strike Protection System, Sling Assembly, Hoist Assembly and Stretchers provision. [M]
- 2.14 The helicopter shall be equipped with a Heated Windshield.[M]
- 2.15 The helicopter shall be equipped with a Weather Radar. [M]
- 2.16 The helicopter shall be equipped with Traffic Alert and Collision Avoidance System [TCAS]. [M]

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- 2.17 The helicopter shall be equipped with a deployable Emergency Locator Transmitter [ELT] with satellite and GPS interface. Frequency 406 MHz. [M]
- 2.18 The helicopter should have provisions for the floats.
- 2.19 The helicopter shall be equipped with a Health and Usage Management System HUMS. [M]
- 2.20 The helicopter should be equipped with intercommunication system between pilot and copilot, pilots and cabin passengers four[4] seats, cabin intercom as well as pilots and ground crew. For this purpose ANR headphones must be provided.
- 2.21 The helicopter shall be equipped with Electrically Operated Passenger Steps with lights.
- 2.22 The helicopter shall be equipped with provision of installing Auxillary Fuel Tanks.
- 2.23 The helicopter may be equipped with a cabin screen [Air Show] capable to visualize the current position of the aircraft on a map.
- 2.24 The helicopter may be equipped with a Cockpit/ Cabin Separation Panel.
- 2.25 The helicopter may be equipped with Pilot/ Copilot Seats capable of being adjusted along two degrees of freedom.
- 2.26 The helicopter shall be equipped with 24/28V DC power outlet in Passenger Cabin.
- 2.27 The helicopter shall be equipped with marks for High Visibility on Main/Tail Rotor Blades.
- 2.28 The helicopter shall be equipped with rotor brake system.
- 2.29 The helicopter shall be equipped with Defogging System for the front windshield.



2.30 The helicopter shall be equipped/provided with two [2] high speed Refueling System/pumps to enable refueling from barrels.

PERFORMANCE. The helicopter shall provide the following performance at its Maximum Gross Weight [MGW] certified for internal loads [not jettisonable] in ISA+20° at Sea Level, clean configuration conditions [unless otherwise specified]:-

- 3.1 **Cruise Speed at MCP not less than 140 knots.**
- 3.2 Endurance not less than 3 hours with standard fuel. [M]
- 3.3 **Min Range [no reserve / max std fuel] not less than 300 NM. [M]**
- 3.4 Hover in Ground Effect at TOP not less than 9000 ft. Preferred 12000 feet.
- 3.5 Single engine service ceiling at contingency power rating not less than 9000 ft.
- 3.6 **VNE not less than 160 Knots.**
- 3.7 Hover out of Ground Effect at TOP not less than 6000 ft. Preferred 9000 feet.
- 3.8 Rate of Climb at TOP not less than 1500 ft/min.
- 3.9 Service ceiling [AEO] at takeoff power [TOP] not less than 16000 ft.
- 3.10 Full Class 1 Category [A] performance in ISA+20 conditions at sea level with its Maximum Take Off Weight [MTOW].
- 3.11 Lateral controllability in hovering from SL up to 6000 ft, with wind upto 30 KTS from any direction, shall be granted.

5. MAINTENANCE/SUPPORT REQUIREMENT [Medium Twin Engine]

- 5.1 The helicopter's major components shall have a TBO higher than 2500 hours. [M]
- 5.2 Manufacturer is required to propose maintenance package and procedures such as to grant maximum availability of the offered helicopter.
- 5.3 Manufacturer is required to propose "power by the hour" programs covering materials [helicopter & engines].
- 5.4 Two sets of maintenance/technical manuals and other publications, required to maintain the helicopters, must be provided[Both hard and soft copy].
- 5.5 Maintenance cover for all the seats must be provided.

6. TRAINING

6.1 Training Courses for Air and Ground Crew shall be in compliance with EASA requirements or equivalent for **5 pilots and 7 technicians** to be able to operate and maintain helicopter up to the Time Between Overhauls [TBO]. [M].

6.2 The training shall be provided as described:

- Aircrew:
 - Pilot
 - Instructor Pilot
- Ground Crew Technicians:
 - Mechanical - Systems
 - Mechanical - Engines
 - Mechanical - Structure
 - Mechanical Instructor
 - Electronic/Electromechanical - Electrical/Instruments/Radio
 - Electronic/Electromechanical - Avionics
 - Electronic/Electromechanical - Mission Equipment
 - Avionic Instructor.

6.3 The training solutions and philosophy shall be explained. Preference shall be given on training on full flight simulator.

6.4 Provision of a Flying Instructor at Karachi/ex factory for on job training to meet the PCAA requirement of under supervision flying/route check (Min 15 Hours per Pilot)

7. **Analysis (Medium Twin Engine).** Data required below to be duly filled and submitted alongwith quotation:-

Ser	Characteristics	
7.1	Helicopter Nomenclature	
7.2	MGB/TGB dry run (mins)	
7.3	Power Plant	
7.4	Airframe life/Engine/MGB/TGB TBO (Hours)	
7.5	One engine failure power available (SHP)	
7.6	Flight sustainability (Single Engine) (Pressure altitude feet)	
7.7	All Up Weight (Kgs)	
7.8	Mission Useful Load (Kgs)	
7.9	Ceiling (Feet) (Pressure altitude)	
7.10	IGE (Feet) (Pressure altitude)	
7.11	OGE (Feet) (Pressure altitude)	
7.12	<u>Cruise Speed (Knots)</u>	
7.13	<u>Range with std fuel (Knots)</u>	
7.14	Endurance with std fuel (Hours)	
7.15	Lateral Wind Sustainability (Knots)	

7.16	Noise level (db)	
7.17	Cabin Volume Cubic Meter	
7.18	DOC per hour (Euro/Dollars)	
7.19	Delivery Period (Months)	
7.20	Warranties	

Note:

1. All data shall base on:-

- a. International Standard Atmosphere (ISA)+20°C
- b. Maximum Take Off Gross Weight

2. Delivery period at para 7.19 shall commence from the date of submission of Performance Guarantee (Refer Instructions para 18.d)

NAME OF FIRM/SELLER :

ADDRESS OF FIRM/SELLER :

NAME OF GUARANTOR :

ADDRESS OF GUARANTOR :

AMOUNT OF GUARANTEE :

DATE OF EXPIRY OF GUARANTEE:

TO:

Sir,

1. Whereas your good self have entered into Contract No _____ dated _____ with _____ hereinafter referred to as our Customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our Customer to your goodself for a sum of _____.

2. In compliance with this stipulation of the Contract, we hereby agree and undertake as under:-

- (a) To pay to you unconditionally on demand and /or without any reference to our Customer an amount not exceeding the sum of _____ as would be mentioned in your written Demand Notice.

- (b) To keep this Guarantee in force till two months ahead of the original/ extended delivery period.
- (c) That the validity of this Bank Guarantee shall be kept two months ahead of the original/ extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer _____ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of Banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment under this Guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.
- (d) That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
- (e) That with the consent of our Customer you may amend/alter any term /clause of the Contract or add/delete any term/clause to /from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alteration or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to _____.
- (f) That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank of Customer/Seller or vendor.
- (g) That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/ Seller or vendor.

GUARANTOR

Dated: _____

BANK SEAL & SIGNATURE