



Government of Rajasthan

DIRECTORATE OF CIVIL AVIATION

State VIP Hangar, Sanganer Airport, Jaipur-302029, Rajasthan, INDIA
Telefax: 91-0141-2550543, Telephone 91-141-2550362, 2552632

E-mail: dcaraaj@rajasthan.gov.in

Ref.No.F.4 (7)(A)/DCA/2016-17/ 3006

Dated : 12/01/2022

E-OPEN AUCTION NOTICE

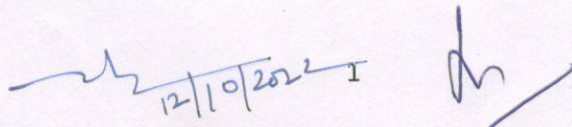
The Government of Rajasthan (GOR), India, intends to sell one Helicopter along with available spares and special tools, on an “As is where is and whatever there is” basis through open online auction. Brief details of which are as under:

Make	Call Sign	Year of Manufacture	Remarks
Agusta A109E Power Helicopter Serial No: 11635	VT-RAJ	2005	Date of Registration 06-09-2005

The document containing the details of the Helicopter and terms & conditions of sale can be obtained from the “Directorate of Civil Aviation, Government of Rajasthan, State VIP Hangar, Sanganer Airport, Jaipur-302029. These documents are also available on website www.gad.Rajasthan.gov.in & www.mstcecommerce.com. Interested buyers, at their own option may download the documents from the web sites.

ACTIVITY	PLACE	DATE & TIME (IST)
e-Auction of one Agusta A109E Power Helicopter VT-RAJ through Open Auction	Online on www.mstcecommerce.com	17-02-2022 To be updated 12.00PM to 4.50PM


Director


12/10/2022 I



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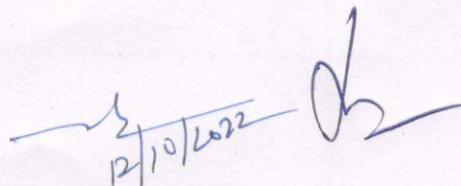
E-mail: dcraj@rajasthan.gov.in

**GOVERNMENT
OF
RAJASTHAN**

**SALE OF
AGUSTA A 109E POWER HELICOPTER
VT-RAJ, SERIAL NO: 11635**

DOCUMENT FOR E-OPEN AUCTION

2022


12/10/2022



Government of Rajasthan

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SECTION-I

E-OPEN AUCTION NOTICE

The Government of Rajasthan (GOR), India, intends to sell one Helicopter along with available spares and special tools, on an **“As is where is and whatever there is basis”** through open e-auction. Brief details of which are as under:

Make	Call Sign	Year of Manufacture	Remarks
AGUSTA A 109E POWER HELICOPTER SERIAL NO: 11635	VT-RAJ	2005	Helicopter last preserved on 26.06.2019.

The Auction document containing the details of the Helicopter and terms & conditions of sale can be obtained from the office of the “Directorate of Civil Aviation, Government of Rajasthan, State VIP Hangar, Sanganer Airport, Jaipur-302029.

The Auction documents are also available on website www.gad.Rajasthan.gov.in and www.mstcecommerce.com. Interested buyers, at their own option may download the Auction document from the web sites. Government of Rajasthan will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids including expenses relating to inspection of the Helicopter. The open Auction will take place online on MSTC’s e-Auction portal www.mstcecommerce.com.



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The e-open Auction schedule is as below:

AUCTION SCHEDULE

ACTIVITY	PLACE	DATE & TIME (IST)
SALE OF AGUSTA A 109E POWER HELICOPTER VT-RAJ, SERIAL NO: 11635	Online on www.mstcecommerce.com	17-02-2022 12.00 P.M to 4.00 P.M

DIRECTORATE OF CIVIL AVIATION,
Government of Rajasthan,
State VIP Hangar, Sanganer Airport,
Jaipur-302029, India.
Telefax: 0141-2550543.



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SECTION II

TERMS & CONDITIONS

1. GENERAL

1.1 Scope of Bid

1.1.1 The Government of Rajasthan (GOR), India, (hereinafter referred to as "the Seller") wishes to sell a Agusta A 109E Power Helicopter VT-RAJ, Serial No: 11635 along with available spares, Special tools and Technical Literature in "As is where is and whatever there is basis". The details of the Helicopter are given in Section III.

1.1.2 Interested bidders will have to offer their price online in the auction process for purchasing the Helicopter along with spares in Indian Rupees only.

1.1.3 It will be the responsibility of the successful bidder to obtain all permissions from concerned authorities for transfer of ownership and, in case, successful bidder is located outside India, permission for export of the Helicopter. All the costs for transfer of ownership of Helicopter along with spares, any taxes or duties that may be payable and cost of transporting including insurance and other such costs, outstanding, dues etc. will have to be borne by the successful bidder.

1.2 Inspection of Helicopter and Spares & Special Tools

1.2.1 The bidder, prior to take part in the auction process of the Helicopter, may visit and inspect the Helicopter along with spares and tools, at his/her own expense and obtain and ascertain for himself on his own responsibility, all information, data, etc. including actual conditions regarding state and condition of the Helicopter, log books, etc., that may be desirable for his/her offer.

For this purpose, the Helicopter along with spares and special tools will be available



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for inspection by interested bidders from ~~13.1.22~~ to ~~16.2.22~~ from 10.00 hrs to 16.00 hrs (IST) (excluding Saturday, Sunday and Public Holidays), at the office of the "Director, Directorate of Civil Aviation, Government of Rajasthan, situated at State VIP Hanger, Sanganer Airport, Jaipur-302029, India, with prior confirmation on (Tel: 91 141 2552623 Fax: 91 141 2720783, 2550543). One working days notice will be required for preparation of entry pass, if required. Interested bidders will be required to submit two copies of current passport size photographs along with Aadhar card, Photo-copy of Proof of identity and residence. The contact person is **Director, Directorate of Civil Aviation, Government of Rajasthan.**

1.2.2 The Interested bidders should go through the Term & Conditions of the Auction. The bidder shall be deemed to have full knowledge concerning the Helicopter along with spares and tools.

2. AUCTION DOCUMENTS

2.1 Auction Documents

2.1.1 The specifications of the Helicopter to be sold, Auction procedure and Purchase Agreement terms are prescribed in the Auction Documents.

2.1.2 The bidder is expected to examine the Auction Documents, including all **instructions, schedules, annexure, terms and specifications. Failure to furnish all information as per the Auction Documents shall result in ineligibility for taking part in the auction**

2.2 Clarification of Auction Documents

2.2.1 Prospective Bidders requiring any further information or clarification on the Auction Documents may notify the Seller in writing or through email at the Seller's mailing address indicated in the Invitation for Bids. The Seller will address to any request for information or clarification of the Auction Documents which it receives not later than **seven (7) days prior to schedule date of open e-Auction.**



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2.3 Amendment of Auction Documents

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

2.3.2 The amendment shall be part of the Auction Documents, pursuant to Clause 2.1.1, and it will be notified in writing or by fax/E-mail to all prospective bidders and will be binding on them. The seller may also indicate such amendments on the website www.gad.Rajasthan.gov.in and www.mstcecommerce.com

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

3. PREPARATION OF BIDS

3.1 Language of Bids

3.1.1 The Bid prepared by the bidder and all correspondence and documents Relating to the Bid exchanged by the bidder and the Seller, shall be written in "English" language only.

3.2 Bid Prices

3.2.1 The bidder shall offer a price for the Helicopter along with its spares and special tools on an "As is where is and whatever there is basis" in the e-open auction process.

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

3.2.3 The Prices offered by the bidder shall remain fixed and valid until completion of the contract and will not be subject to variation on any account.



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3.3 Reserve Price of State Helicopter AGUSTA A109E POWER VT-RAJ, S/N-11635 and Bid Currency:

- 3.3.1 Prices shall be offered in Indian Rupees only.
- 3.3.2 Reserve Price shall be equal to the starting price of the auction, i.e., Rs.2.50 crores.
- 3.3.3 The Successful bidder shall be liable to pay all additional applicable state/central govt. Taxes like GST etc. over and above from the his/her offered bid amounts.

3.4 Bid Security and Payments

3.4.1 The bidder shall furnish prior to Auction, participation fee amounting to Rs.1.00 lac (Non-refundable) and Pre Bid EMD amount of **Rs. 5.00 lacs only (In Word Rupees five lacs only)** refundable.

3.4.2 In the case of successful bidder, the bidder shall furnish an EMD amount of equal to **25%** of the successful Bid Value within **07 (Seven)** days from the close of e-Auction failing which Pre Bid EMD may be forfeited by the department and material offered for re-Auction without any further claim to the Bidder. On submission of 25% EMD within 7 days of close of eAuction, Sale Order/Acceptance Letter shall be issued by MSTC to Bidder. Balance **75%** amount along with all applicable taxes and duties shall be deposited by Bidder within **21 days** from the date issue of Sale Order by MSTC. In case the bidder deposits 25% EMD in 7 days but fails to submit balance 75% in next 21 days, then penalty of 1% of bid value per week shall have to be paid additionally by bidder from expiry of payment period of 21 days till submission of payment, subject to maximum of 2 weeks from the expiry of payment period of 21 days. In case of non submission of payment within maximum allowable period, 25% EMD amount submitted by the bidder will be forfeited and bid shall stand cancelled. The Department shall be free to re-auction the material without any further claim to the bidder. The bidder has to submit written request for extension of Payment period with penalty beyond 21 days to the Department before expiry of stipulated Payment period for prior approval of the Government.

3.4.3 The bid security shall be paid online to MSTC through "Pre Bid EMD" payment link available in buyer's login. Bidders in their own interest are advised to make the Pre



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Bid EMD payment at least one day before the e-Auction.

3.4.3.1 In the case of an unsuccessful bidder, the bid security would be returned after the close of e-Auction on demand by the bidder within 3 working days.

3.4.3.2 In the case of the successful bidder, the bid security will be discharged / returned upon the bidder successfully executing the contract and paying the 25% of bid amount to the seller within 7 days of closing of eAuction.

3.5 Forfeiture of Bid Security

3.5.1 The Pre Bid EMD of the bidder may be forfeited if the bidder fails to submit 25% EMD to the Department within 7 days from the close of eAuction.

3.5.2 In case of successful bid, 25% EMD shall be forfeited if the bidder fails to submit 75% Balance Payment to the Department within 21 days from the issue of Sale Order/Acceptance Letter by MSTC to the Bidder.

3.5.3 In case 100% amount has been deposited by the bidder, full amount may be forfeited by the Department if the bidder fails to (i) execute the Agreement (as per Section IV), and / or (ii) honor stipulated terms and conditions, make payments and take delivery of the material as per terms of contract, (iii) fails to get the document transferred within 60 days from the date of award of contract by Department, (iv) Remove the Helicopter from state hangar within 120 days (60 days free period and 60 days penalty period as per clause 4.4 below) from the award of contract by Department.

3.6 Period & Validity of Bids

3.6.1 Bids shall remain valid for **03 (three) months** after the date of the Auction or acceptance by the Seller as per the relevant clause of the documents.

3.6.2 Notwithstanding clause 3.6.1 above, the Seller may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or through email. If the bidder agrees to the bid request, the validity of the bid security



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provided under clause 3.5 shall also have to be suitably extended.

3.7 Date and time for taking part in the e-open Auction Process

3.7.1 The Seller may, at its discretion, extend the deadline for the e-open Auction Process in accordance with Clause 2.3, in which case all rights and obligations of the Seller and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.7.2 The bidder himself through their MSTC log in may take part in the auction process.

4. OPEN AUCTION FOR SALE OF HELICOPTER AND EVALUATION

4.1 Open Auction by Seller

The Seller will sell the Helicopter to the highest bidder (the price offered by the bidder shall be subject to the satisfactory and acceptance by the Government of Rajasthan) through online auction process on www.mstcecommerce.com. The Government of Rajasthan has reserves the right to accept, reject any or all the bids and also this entire auction process.

4.2 Process to be confidential

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

4.3 Clarification of Bids

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

4.4 Delivery Schedule

The Helicopter covered by this auction is required to be taken in possession by the successful bidder immediately after the issuance of Delivery Order and successful document transfer in his name and remove the Helicopter from State Hanger location within 60 days from the Award of Contract by the Department. In case the Helicopter



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is not removed from present location in the given time, State Government will charge the buyer Rs.10, 000/- per day per Helicopter for parking in the State Hangar subject to maximum of 60 days from the expiry of free lifting period mentioned above. The bidder has to submit written request for extension of Lifting period with penalty to the Department before expiry of free lifting period for prior approval of the Government.

4.5 Seller's Right to Accept Any Bid and to reject any or All Bids

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

5. AWARD OF CONTRACT

5.1 Post qualification and Award

5.1.1 In case where the result of e-Auction is STA (i.e., Highest bid received is lower than the reserve price but is within the predefined STA range), seller shall provide their decision of acceptance or rejection of bid.

5.1.2 If the highest bid is accepted by the seller, then buyer has to make payments as per schedule given in this document.

5.1.3 If the highest bid is rejected by the seller, then bid security of highest bidder shall be returned and sale shall be considered as cancelled.

5.2 Notification of Award

5.2.1 The Seller will notify the successful bidder in writing or through e-mail.

5.2.2 The notification of award will constitute the formation of a contract.

5.3 Signing of Contract

After the receipt of notification of award and depositing 25% of the bid amount, the successful bidder shall indicate his acceptance to the same and sign & date the Contract and return it to the Seller.

5.4 Extensions in the Purchaser's Performance

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



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5.4.2 Force Majeure pursuant to Clause 5.10; and

5.4.3 Delay in performance of work caused by orders issued by the Seller. The Purchaser shall demonstrate to the Seller's satisfaction that it has used its best endeavors to avoid or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

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

5.5 Termination of contract for Default

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

5.5.2 if the purchaser fails to take delivery of the Helicopter / spares /Special Tools within the time period specified in the Contract, or any extension thereof granted by the Seller, pursuant to Clause 5.4; or

5.5.3 If the purchaser fails to perform any other obligation(s) under the contract; and

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

5.5.5 If the purchaser fails to deposit remaining 75% amount, as offered through the open Auction process with in the stipulated time.



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5.6 Termination for Insolvency

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

5.7 Termination for Convenience

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

5.8 Resolution of Disputes

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

5.9 Applicable Law & Jurisdiction

The Contract shall be governed by and interpreted in accordance with the Laws of India.

The jurisdiction for any legal action or proceedings will be Courts of Jaipur, Rajasthan, INDIA.

5.10 Force Majeure

5.10.1 In the event that the Purchaser or the Seller is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 5.4, and the period of such delay may be added to the time of performance of the obligation delayed.

5.10.2 If a Force Majeure situation arises, the Purchaser shall promptly notify the Seller in writing of such condition and the cause thereof. Unless otherwise directed by the Seller in writing, the Purchaser shall continue to perform its obligations under the Contract as far as it's reasonably practical and shall seek all reasonable alternative means for performance, not



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prevented by the Force Majeure event.

SECTION - III DETAILS OF THE HELICOPTER

AGUSTA A 109E POWER HELICOPTER VT-RAJ, SERIAL NO: 11635

The technical details of the Helicopter are as follows:

Particulars	Agusta A 109E Power Helicopter
Helicopter Registration	VT-RAJ
Helicopter Serial No.	11635
Date of Manufacture	2005
Date of Registration	06-September-2005
Owner	Government of Rajasthan
Base	Jaipur
Landings since New	2132 Cycles
Seating	2 Crew and 5 Passengers in VIP Configuration
Colour	Pearl White
Additional Features	VIP Seating Arrangement, Cupboard, Bar Refrigerator, Soundproofing
	Air Conditioning, Dual Control, CVFDR, Weather Radar(EFIS Compatible)
	Retractable Landing Gear
AIRFRAME	
Total Airframe Hours since new	1521:52 Hours
Total Landings since new	2132 Landings
Engines	
Engine Type and Model	2 × Pratt & Whitney 206C Free turbine turbo shaft.
Operator Approved Engine TBO	3500:00 Hours.
Left Engine	
Serial No.	PCE-BC0504
Hours since new	1291:42 Hours.
Cycles since new	1815 Cycles
Right Engine	
Serial No.	PCE-BC0503
Hours since new	1448:42 Hrs.
Cycles since new	1986 Cycles
Main Rotors	4 Bladed Composite
Tail Rotor 90° Gear Box	Two bladed Composite.



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Brief Details of Avionics/Radios Equipments Installed on Helicopter VT-RAJ:

S/N.	AVIONICS/RADIOS INSTALLED ON HELICOPTER,VT-RAJ
01.	ELT Artex C406-2HM
02.	GPS: (Manufacturer-Free flight)
03.	VHF COM/NAV KX 165A qty-02 (consist of VHF TX/RX,VOR,LOC & G/S RXRs)
04.	Automatic Direction Finder: Bendix / King KR-87
05.	ADF converter : Aeronautics (DIV-202A)
06.	Marker Beacon (M.B.) receiver: Bendix / King KMR 675
07.	VOR converter : Bendix / King KN-40
08.	DME Receiver : Bendix-King (KDM-706A)
09.	DME Indicator : Bendix /King (KDI-574)
10.	ATC Transponder: Bendix / King KT-70
11.	Weather Radar: King RT 2000
12.	Radio Altimeter: Honeywell RT 300
13.	Directional Gyro: Sperry (C-14A)
14.	Magnetic compass pilot: Air path
15.	Attitude indicator Stand by: JET
16.	Vertical Gyro N°1:Flightline
17.	Vertical Gyro N°2: Goodrich
18.	Flux valve: Sperry
19.	EFI Pilot & co-pilot EHSI: Astronautics
20.	Base Unit KMD 540: Honeywell
21.	Gyro compass panel: SIRIO PANEL
22.	Glide slope Coupler : Dayton Granger
23.	IDS Indicator Pilot & co-pilot: Ametek
24.	Computer IDS-DAU: Ametek
25.	Air speed indicator Pilot:G.F.SISTEMI
26.	Air speed Indicator Co-plot: Sextant
27.	Vertical Speed Indicator Pilot: Arosonic
28.	Vertical Speed Indicator Co-pilot:Keralex
29.	Co-pilot Altimeter Indicator: Revue Thommen
30.	Encoder Altimeter Indicator : Revue Thommen
31.	Transmitter Radar : Bendix-King
32.	Antenna Radar : Bendix-King
33.	Moving Map : Sky force



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SECTION - IV CONTRACT FORM

THIS CONTRACT made at Jaipur this _____ day of _____ 2022 between _____ (Name of Purchaser) having its Registered Office / Head Office at *Address of Purchaser* (hereinafter called "the Purchaser") (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the One Part and Government of Rajasthan (hereinafter called "Seller"), having its Office at Directorate of Civil Aviation, State VIP Hangar, Sanganer Airport, Jaipur-302029, India, through its Director, Directorate of Civil Aviation (hereinafter called "Director") (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the other part

WHEREAS THE Seller is desirous of selling Helicopter AGUSTA A109 POWER (VT-RAJ) along with Spares and special tools, to the Purchaser, viz. (Brief description of Helicopter, as identified in the Bid documents (hereinafter "the Helicopter / Spares") and has accepted a Bid by the Purchaser for the purchase of this Helicopter/ Spares at a sum of Rs. Contract Price in Words and Figures (hereinafter called "the Contract Price").

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

- 1 The Contract shall consist of this Contract Form; and the following documents, and the other documents referred to therein (hereinafter the "contract documents"), all of which by this reference are incorporated herein and made part hereof:
 - 1.1 Notification of Award;
 - 1.2 Terms & Conditions contained in the Auction Documents and
 - 1.3 Delivery Order issued by MSTC to successful Bidder.

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

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

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



Government of Rajasthan

DIRECTORATE OF CIVIL AVIATION

State VIP Hangar, Sanganer Airport, Jaipur-302029, Rajasthan, INDIA

Telefax: 91-0141-2550543, Telephone 91-141-2550362, 2552632

E-mail: dcaraj@rajasthan.gov.in

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

4. Any notice under this Contract shall be in the form of letter/E-mail.

Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Seller shall be properly addressed to:

The Director, Directorate of Civil Aviation,
Government of Rajasthan,
State VIP, Hangar, Sanganer Airport, Jaipur-302029, INDIA.
Tel: +91 141 2552623 Fax: +91 141 2550543.

and notice to the Purchaser shall be properly addressed to:

[Purchaser's address and electronic transmission address]

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

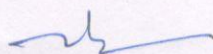
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the Laws of India, the day and year first above written.

_____ (Signature of Seller)

(Signature of Purchaser)

Signed, Sealed and Delivered by the said (for the seller) in the presence of ____

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

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