



**REQUEST FOR PROPOSAL
(RFP)**

SALE OF HELICOPTERS

Reference PROC/001/24/MHL
28th June 2024



1. Introduction

Since 1984, MHL (Mauritius Helicopter Ltd.) has been a part of Mauritius's travel story. MHL is a subsidiary of AHL (Airport Holdings Ltd.) and a sister company of MK (Air Mauritius Ltd.). Given the core of its business being fixed wing flying (aircraft), Air Mauritius Ltd had decided to divest from its helicopter business and MHL started operations as a separate entity on 26 September 2016 to manage the airline's helicopter flight services.

With over 35 years of experience in helicopter operations, MHL combines excellence with adventure and proposes a range of services from airport transfers to sight-seeing tours over the whole island. From the renowned Underwater Waterfall Tour to unique Heli-Lunch and Heli-Golf adventures, our services offer both sophistication and flexibility.

As from 01st February 2024, we have enhanced our service offering with the introduction of two new Airbus H125 helicopters. Those helicopters can accommodate 5 passengers and it can be customized in a 6-seater configuration in a high-density setup. This upgrade is a significant step in our commitment to providing high-quality and luxurious service to our clients. The H125 model boasts advanced capabilities and features designed to meet the expectations of our customers for both comfort and efficiency. We believe this enhancement will significantly contribute to the quality of our services and the overall customer experience. More information can be accessed via its website mauritiushelicopter.mu

Mauritius Helicopter Limited, hereby invites bids for the outright sale of two **Bell 206 B III** helicopters on an “as-is, where-is” condition. The basic technical specifications of the helicopters are as follows:

Registration No.	3B-NZD	3B-NZF
Serial No.	4464	4496
Year	1997	1998
Total Flying Hours	20252.11	19810.70
	(@ 13 Nov 2023)	(@ 29 Feb 2024)
Operating Empty Weight	1975 lbs	1973 lbs
Engine	RR 250-C20J	RR 250-C20J
Equipment:	Basic VFR Day Only	Basic VFR Day only



Optional Equipment on both helicopters:

High Skid
Emergency Flotation Gear
Baggage Extender
ELT Transmitter
Rotor Brake
Dual Control (Removable)
Co-Pilot pedal (Quick Disconnect)
Particle Separator

The helicopters are currently located in Mauritius and will be delivered on an as-is where-is basis.

Bidders are welcomed to inspect the helicopters, at their own costs, if they wish to do so. Transportation/ Shipment costs will be borne by the chosen buyer.

2. RFP Objectives

The objective through this competitive and structured tender process is to select one or more Bidders that provide a financial offer that maximizes the proceeds to MHL from the sale of the helicopters mentioned above. At the same time, it provides bidders with a fair opportunity for their offers to be considered.

- Bidders have the option to submit separate offers for each helicopter individually or a bundled offer for both helicopters.
- MHL has not appointed any broker or agent for the sale of the helicopters. Potential Bidders will, therefore, have to submit proposals directly to MHL.
- Interested Bidders must demonstrate legal and financial capabilities to enter into a Contract with MHL in respect of the outright sale.
- The targeted date for sale of the helicopters and closing of all related transactions is within two months as from the closing date of this RFP / deadline for submission of proposals.



3. Bidder Registration

Each interested Bidder should register with MHL in order to automatically receive notice about information, updates and addenda released by MHL with respect to this RFP.

Registration is made by the Bidder, stating the Bidder's interest in this RFP and providing information as set forth in the Registration Form on page 10 of this RFP.

While MHL will undertake to promptly and diligently notify all registered potential Bidders about new information related to this RFP, it is the Bidders' responsibility to verify that they have received all applicable information. In case of non-registration, MHL will not be held responsible for non-receipt of additional information.

This Bidder registration does not constitute an obligation to actually submit a proposal to MHL.

4. Evaluation and Selection

The evaluation process and selection of the Successful Bidder(s) under this RFP will be effected as follows:

- Compliance relating to the submission of all requested information and adherence to all requirements from the Bidder as contained in this RFP
- Financial proposal of the Bidder

MHL will notify the Successful Bidder(s) by issuing a letter of award. The terms and conditions of this RFP and those offered by the Bidder in the successful proposal will form the basis for any consultation with a view to entering into the Contract.

The Successful Bidder is expected to apply all endeavours to promptly secure the signing of the Contract.

5. Proposal Content

Bidders should prepare their proposals providing a full, straightforward, and detailed description of their ability to satisfy the requirements of this RFP. Emphasis in each proposal should be on completeness and clarity of content.



Each proposal should contain information regarding the Bidder's credentials, especially its financial capability and transaction history to demonstrate their ability to execute promptly the Contract. The proposal must include relevant corporate documents evidencing its lawful establishment and operation, including full details of its shareholders and/or partners and that of its parent/holding company.

The financial proposal should clearly specify the net purchase price in United States Dollars (USD) offered to MHL for each helicopter and take into consideration the following:

- a) The Bidder warrants that it will be solely and exclusively responsible for obtaining, at its own cost, any licenses, approvals, consents, permits and clearances required in connection with the helicopter following delivery, from any competent governmental or public authority or agency.
- b) The Bidder warrants to MHL that it will bear in full any fee, taxes or similar payment of any kind towards any governmental or public authority or agency, in connection with any licenses, consents, registrations, filings and applications made or required to be made in connection with the helicopter following delivery, or in connection with any works undertaken on the helicopter following delivery or in connection with the storage and the transfer of the helicopter following delivery.
- c) The Bidder shall pay all stamp, documentary, registration, sales and withholding taxes on the sale price or other like duties or taxes (including any payable by MHL imposed on or in connection with the sale).

6. Submission of Proposal

Proposals must be signed by duly authorised person(s) and submitted in English language. Each proposal must include all information as outlined in this RFP document and must be sent in PDF format **exclusively** to our secured electronic tender email address mhltender1@mauritiushelicopter.com by latest **31st July 2024 at 16:00hrs local MRU time**.

Proposals received after the closing date and time will not be considered. Proposals shall be considered to have been received within the closing date and time when it has been successfully opened by MHL. The burden of proof for the successful sending and time of sending of such proposals shall be on the party sending such proposals.



Please quote the following reference in the subject line of your email: **“RFP - Sale of Helicopters, Reference PROC/001/24/MHL.”**

Once proposals are submitted at the above mentioned electronic tender email address, Bidders are advised to send an email to the email address stipulated in Section 7 below of the submission of the bid **WITHOUT ATTACHING THE PROPOSAL.**

Important Notes:

- The proposal shall constitute an offer by each Bidder which will remain open and irrevocable for a period of **180 days** from the deadline for submitting proposal.
- The Bidder must include in its proposal all requirements, best terms and any conditions, and should not assume that another opportunity will be available to add any such matter after the proposal is submitted.
- Failure by a Bidder to provide the appropriate information or materials in response to stated requirement or request for information may result into rejection of their proposal.
- Any deviations from the specifications, terms and conditions of this RFP and/or alternative proposals must be distinctly pointed out by the Bidder.

7. Communication

All queries concerning this RFP should be sent in writing to email address, admin@mauritiushelicopter.com by latest **22nd July 2024**, and quoting reference ‘PROC/001/24/MHL.’

MHL shall, as far as possible, reply to all queries at least 3 working days before the deadline date for the submission of proposals.

It is the responsibility of potential Bidders to notify MHL in writing for any inconsistency, discrepancy or conflict within the content thereof or any figures and wording, or any ambiguity regarding any part of this RFP document.



Following submission of proposals, MHL may request clarifications in writing from Bidders for the purpose of resolving any ambiguity or questioning information presented in the proposals. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to MHL within the time stipulated at the occasion of the request.

8. Process Schedule

Below is a brief planning for this tender process, specifying the important dates and milestones:

➤ Issue of RFP	28 th June 2024
➤ Last Date for Submission of Queries	22 nd July 2024
➤ Deadline for Submission of Proposals	31 st July 2024
➤ Letter of Award	TBN
➤ Signing of Contract and Closure of Sale Transaction	TBN

It is to be noted that the above process schedule may be subject to change at the discretion of MHL.

9. Rights of Mauritius Helicopter Ltd

- Mauritius Helicopter Ltd reserves the right to accept, split, or reject any or all proposals received or cancel the tendering exercise without incurring any liability towards any Bidder and/or without having any obligation to inform any Bidder of the grounds of its action.
- Non-acceptance of a Bidder's proposal will mean that other proposal(s) were deemed more advantageous to Mauritius Helicopter Ltd or that all proposals were rejected. Service providers, whose proposals are not accepted, will be notified after the issuance of a letter of award to the selected Bidder and its acceptance thereof or in the event Mauritius Helicopter Ltd rejects all proposals.

- Mauritius Helicopter Ltd reserves the right to assign this tender exercise or any part thereof to any of its sister or subsidiary companies without the prior written consent of the selected service provider or its successor in interest, as applicable, except as expressly provided otherwise.
- Mauritius Helicopter Ltd reserves the right not to consider proposals submitted by Bidders with whom Mauritius Helicopter Ltd experienced poor service level and/or contractual non-compliance in the past.

10. General Conditions

All proposals submitted are subject to the following conditions:

- Mauritius Helicopter Ltd, its directors, employees or other representatives will not be liable for any cost or expenses incurred by any bidder in the preparation and submission of a proposal nor shall MHL, its directors, employees or other representatives be liable for any damage, loss or cost (including legal costs) incurred or suffered by any bidder in connection with this RFP process.
- Bidders, their employees, subcontractors and agents (if any) shall keep all information concerning MHL and any of their business activities acquired as a result of this RFP strictly confidential.
- Joint Venture : A tender submitted by a joint venture of two or more firms must be accompanied by the document of formation of the joint venture duly registered and authenticated by a Notary Public or other official deputised to witness sworn statements in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its functioning including a clause to the effect that the members of the joint venture are jointly and severally bound. One of the partners of the joint venture shall be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture. The execution of the entire contract, including payment, shall be done exclusively with the partner in charge.
- Any canvassing or attempt to cause undue influence to obtain the contract will lead to disqualification from the selection exercise.



11. Anti-Bribery & Corruption / Anti-money Laundering Provision

Both MHL and the Bidder (each “a Party” or together “the Parties”) are fully committed to acting professionally, fairly and with integrity in all of its business dealings and relationships wherever it operates to counter bribery, corruption and money laundering. As such, each Party represents and warrants to the other that neither it, nor its directors, employees or other persons authorised to act on its behalf shall offer, give, solicit or accept any bribe or form of bribe such as fee, commission, payment, gift or other consideration during the course of its engagement with the other party either in connection with this RFP or any further agreement pursuant to this RFP that contravenes any applicable anti-bribery or anti-corruption or anti-money laundering legislation, rules and regulations (the ABC and AML legislations) as may be imposed by the relevant authorities and/or internal policies.

In the event that either Party is aware or suspect any person from the other party in its dealings with the first Party who had or may be in breach of the ABC and/or AML legislations as may be imposed by the relevant authorities and/or internal policies, it shall inform the other Party immediately which shall be entitled to take any such action as it may deem fit including termination of any agreement between the Parties.

12. Governing Law

This RFP is governed by the Laws of the Republic of Mauritius and the Mauritian Courts shall have exclusive jurisdiction on all matters relating to this RFP.



REGISTRATION FORM

REQUEST FOR PROPOSAL - SALE OF HELICOPTERS, Ref PROC/001/24/MHL

All prospective bidders are requested fill in and sign this form and send a scanned copy of the completed form to the email address mentioned in Section 7 of the RFP document.

Your contact details will be used to inform you about any addendum to the RFP document.

Failure to return this form will not affect your rights to submit a Proposal, but may affect the timely receipt of additional information distributed by the MHL. In case of non-registration, Mauritius Helicopter Ltd will not be held responsible for any addendum issued and not received.

Name of Contact Person: _____

Title of Contact Person: _____

Organization Name: _____

Address: _____

Phone No: _____

Email Address: _____

Contact Person Signature: _____

Date: _____