

## Uttarakhand Civil Aviation Development Authority (UCADA)

Sahastradhara Helidrome, Mussoorie by pass, P.O. Kulhan  
Dehradun-248001, Uttarakhand

No- 1942/UCADA/2019-20

Dated: 22<sup>nd</sup> February 2020

**Subject: Request for Proposals through e-procurement portal for Selection of an Agency to design, install, operate and manage Tracking Management System (TMS) for Helicopters and passengers as per Uttarakhand Procurement Rules, 2017.**

### Tender Schedule

<b>Date of downloading tender document</b>	From 2:00 PM on 24.02.2020
<b>Last date for seeking clarification, if any</b>	Upto 2:00 PM on 02.03.2020
<b>Pre bid meeting</b>	Upto 12:00 PM on 05.03.2020
<b>Start date and time for uploading of proposal in e-Procurements platform</b>	Upto 2:00 PM on 12.03.2020
<b>Last date and time for uploading of proposal in e-Procurements platform</b>	Upto 11:00 AM on 20.03.2020
<b>Time and date of opening of Technical proposal</b>	at 2:00 PM on 20.03.2020
<b>Presentation of Concept, Approach and Methodology</b>	To be intimated later
<b>Time and date of opening of Financial proposal</b>	To be intimated later
<b>Place of Opening of proposals and Address for communication</b>	Uttarakhand Civil Aviation Development Authority (UCADA) Sahastradhara Helidrome, Mussoorie by pass, P.O. Kulhan Dehradun-248001, Uttarakhand

### **I. Instruction to Bidder (ITB)**

1. Uttarakhand Civil Aviation Development Authority (UCADA) invites proposals through e-procurement portal for selection of an Agency to design, install, operate and manage Tracking Management System (TMS) for Helicopters and passengers as per details given in this document as per Uttarakhand Procurement Rules, 2017.
2. Detailed Scope of Services is given before commencement of Annexures' Section.
3. **Selection Criteria:**
  - A) Eligibility Criteria:5
    - i) Should be a legal entity as per Indian Law.
    - ii) Consortium / JV is permitted. In that case, Consortium / JV agreement or MoU should be part of Technical Proposal and agreement / MoU should include the provision to the effect that all members should be liable to the Client jointly and severally notwithstanding their mutual stake-holding, without which the Proposal shall be considered non-responsive.

- iii) Should have been in existence for minimum of three years prior to last date for proposal submission.
- iv) Should have GST registration.
- v) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 1.
- vi) Affidavit as per format provided in Annexure – 2.
- vii) Fraud and Corrupt Practices undertaking as per Annexure – 3
- viii) Anti-Collusion Certificate as per Annexure – 4
- ix) The Service Provider should not have been black listed as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.

**B) Post Qualification Criteria:**

- i) **Past Experience:** the bidder should have earned revenue from similar assignments / contracts i.e., design, install and operate web / mobile based tracking application for value of Rs. 30 lakh on an average during financial years 2016-17, 2017-18 & 2018-19 as per Annexure - 5.

- ii) Should have achieved an Average annual turnover during the Financial Years 2016-17, 2017-18 & 2018-19 of not less than Rs. 1 crore as per Annexure -6.

(The Financial turnover is the total financial turnover of the bidding company / organization / Service Provider from any activity. But, financial capability of the Service Provider's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Service Provider.)

- iii) In accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20<sup>th</sup> August 2019, the eligible bidders (enterprises) are exempted from applicability of qualification criteria related to Financial Turnover and Past Performance.

- 4. The Service Providers should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting post-qualification criteria.
- 5. With regard to eligibility and post-qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
- 6. Proposal fee of Rs. 5,900 (Rs. 5,000 + GST 18%) to be paid by way of DD or Banker's cheque in favour of the CEO, UCADA and payable at Dehradun.

**7. Earnest Money:**

7.1 Earnest Money for an amount of Rs. 10,000/= in the form of either a Bank draft or a Banker's cheque issued by a Scheduled Bank in India in favour of "The CEO, Uttarakhand Civil Aviation Development Authority" and having a validity period of minimum 60 days from the last date for proposal submission and may be extended as may be mutually agreed between UCADA and the Service Provider from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- (i) The Earnest Money shall be returned to unsuccessful Service Providers within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money

submitted by the Successful Service Provider shall be released upon furnishing of the Performance Security.

- (ii) The Successful Service Provider's Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- (iii) The Earnest Money shall be forfeited in the following cases:
  - (a) If the Service Provider withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and
  - (b) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by UCADA.
- (iv) Proposals of lesser value shall be summarily rejected as non-responsive.
- (v) The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20<sup>th</sup> August 2019 are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).

#### **8. Proposal Preparation Cost:**

The Service Provider shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. UCADA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

#### **9. Clarifications:**

Service Providers requiring any clarification on this document may upload the queries on website: [www.uktenders.gov.in](http://www.uktenders.gov.in) or through e-mail at [ucadadoon@gmail.com](mailto:ucadadoon@gmail.com) prior to the time and date given in the Tender Schedule (Page – 1).

#### **10. Amendment of Proposal:**

- 10.1 At any time prior to the proposal due date, UCADA may, for any reason, whether at its own initiative or in response to clarifications requested by a Service Provider, modify the proposal through Addendum / Corrigendum which will be posted on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
- 10.2 In order to afford Service Providers reasonable time in which to take an Addendum into account, or for any other reason, UCADA may, at its own discretion, extend the proposal due date.

#### **11. Validity of Proposal:**

- 11.1 The proposal shall be valid for not less than 120 (One hundred Twenty) days from the last date for proposal submission (but excluding the day of proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
- 11.2 Prior to expiry of the original Proposal Validity Period, UCADA may request that the Service Providers extend the period of validity for a specified additional period. A Service Provider may refuse the request without forfeiting its Earnest Money. The proposal of any Service Provider refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A Service Provider agreeing to the request of extending the Earnest Money will not be allowed to modify its proposal, but would be required to extend the validity of its Earnest Money for the period of extension.

#### **12. Pre-Proposal Meeting:**

- 12.1 To clarify and discuss issues with respect to the work and the proposal a Pre-Proposal meeting will be held as indicated in the Tender Schedule given on Page no. 1 of this document. Attendance of the Service Providers at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to**

**attend for understanding the provisions of RFP and Selection process.**

- 12.2 A maximum of two representatives of each Service Provider shall be allowed to participate on production of letter to UCADA from the Service Provider.
- 12.3 During the course of Pre-Proposal conferences, the Service Providers will be free to seek clarifications and make suggestions for consideration of UCADA. UCADA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.
13. Service Providers may note that UCADA will not entertain any deviations to the proposal at the time of submission of the proposal or thereafter. The proposal to be submitted by the Service Providers will be unconditional and unqualified and the Service Providers would be deemed to have accepted the terms and conditions of the proposal with all its contents including the Contract. Any conditional proposal shall be regarded as non-responsive and shall be rejected.
14. No interpretation, revision, or other communication from UCADA regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in).

**15. Format and Submission of Proposal:**

- 15.1 Service Providers would provide all the information as per this proposal and in the specified formats. UCADA reserves the right to reject any proposal that is not in the specified formats
- 15.2 The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- 15.3 Covering Letter as per format given in Annexure – 7.
- 15.4 Technical proposal folder should include:
- (i) All the documents required as per this RFP except Financial Proposal.
  - (ii) The bidder should upload proposed Presentation also as part of Technical Proposal. This will include details on Assignments / Contracts already executed showcasing previous experience in executing similar contracts, and for implementation of this project covering approach, methodology, process flow, technologies adopted, implementation plan, implementation schedule, Hardware Infrastructure, Networking & Communication, Registration and tagging of Rafts; and Planning for Regular Maintenance of the whole set up.
  - (iii) No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.
- 15.5 Financial proposal folder:  
As per BoQ in the financial folder.
- 15.6 The Service Provider shall prepare and submit online through website: [www.uktenders.gov.in](http://www.uktenders.gov.in) scanned copies of original documents comprising the proposal as described above.
- 15.7 Proposals should be submitted / uploaded on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only. **Submission of proposals through any other mode is not acceptable and shall not be considered.**
- 15.8 UCADA, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
- 15.9 **Late Proposals:** It may be noted that the e-portal will not accept any proposal after the specified due time as per its server clock.
- 15.10 The Service Provider is expected to examine all instructions, forms, terms, and specifications in this document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to this document in every respect will be at the Service Provider's risk and may result in rejection of its proposal.
- 15.11 **The (a) Proposal fee, (b) Earnest Money, (c) Original Power of Attorney (as per format) and**

**(d) Original Affidavit** (as per format) testifying the correctness of information / documents furnished in the proposal shall be submitted / delivered, addressed to Chief Executive Officer, Uttarakhand Civil Aviation Development Authority (UCADA), Sahastradhara Helidrome, Mussoorie by pass, P.O. Kulhan Dehradun-248001, Uttarakhand, **before Technical Proposal opening**. The proposal inviting authority shall not be held liable for any delays in the receipt of these documents. Scanned copies of these documents should be uploaded as part of Technical Proposal. **In case these original documents are not received within the stipulated time, the proposal shall be summarily rejected. No other original documents are required at this stage.**

**16. Modification and Withdrawal of Proposals:**

- 16.1 The Service Provider may modify or withdraw its proposal on e-portal before the proposal due date and time. However, no proposal can be modified or withdrawn thereafter.
- 16.2 Withdrawal of a proposal during the interval between the proposal due date and expiration of the proposal Validity Period would result in forfeiture of the Earnest Money.

17. UCADA reserves the right to reject any proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by UCADA in respect of such proposals.

18. Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

**19. Proposal Opening:**

- 19.1 Service Providers' representatives who choose to be present may attend the proposal opening.
- 19.2 If the office happens to be closed on pre-proposal meeting or proposal opening day, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in Proposal submission date on e-portal, unless it is also extended.**

**20. Confidentiality:**

Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. UCADA will treat all information submitted as part of proposal in confidence and will ensure that all who have access to such material treat it in confidence. UCADA will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

**21. Clarifications:**

- 21.1 To assist in the process of evaluation of proposals, UCADA may, at its sole discretion, ask any Service Provider for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to be proposal submission time and same could be verified independently. However, no change in the substance of the proposal would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by facsimile.
- 21.2 UCADA reserves the right to independently verify by a team of Officers of UCADA or independently facts and figures provided in the documents submitted by the Service Providers; in addition to right to disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Service Provider.

- 21.3 Service Providers shall fill up the required information as per the prescribed proposal form. If any Service Provider does not fill up the information properly, UCADA has a right to reject such proposals.

## **22. Proposal Evaluation:**

- 22.1 To assist in the examination, evaluation and comparison of proposals, UCADA may utilise the services of consultant/s or advisor/s.
- 22.2 Evaluation of Proposals will be done in two stages – first of Technical Proposal i.e.,
- (i) The bidders, who have necessary qualification and meet eligibility criteria given above shall be considered for the presentation and explanation of the PowerPoint presentation submitted as part of the Technical Proposal before the Tender Scrutiny Committee (Selection Committee of UCADA).
  - (ii) The agencies scoring minimum of 20 marks out of 30 for this presentation shall be considered as technically responsive and only their Financial Proposals shall be opened.
  - (iii) As part of evaluation of Technical Proposals, the Evaluation Committee may at its sole discretion call for presentation of prototype or demonstration of similar system already in operation to ensure fair and complete evaluation.
- 22.3 Contract will be awarded for the ***lowest evaluated responsive*** proposal. In case more than one Service Provider has submitted same quote, the Service Provider having higher / highest annual financial turnover during previous three financial years will be declared as successful Service Provider.
- 22.4 Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- 22.5 With regard to eligibility and post-qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
- 22.6 The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- 22.7 Any conditional bid would be rejected.
- 22.8 Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- 22.9 Further applicable Financial Evaluation and subsequent purchase preference may be considered for the bidders (enterprises) eligible under the provisions of Uttarakhand Government Order (GO) of Finance Department No. 195/XXVII (7)32/2007 TC/2019 dated 12<sup>th</sup> July 2019.

## **23. UCADA's Right to Accept or Reject Proposal:**

- 23.1 UCADA reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Work, without liability or any obligation for such acceptance, rejection or annulment.
- 23.2 UCADA reserves the right to reject any proposal including that of the Preferred Service Provider if:
- i) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Service Provider is established, the Service Provider may be blacklisted and /or appropriate legal proceedings may be initiated against such Service Provider as per the prevailing laws, OR
  - ii) the Service Provider does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

- 23.3 If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Service Provider gets disqualified / rejected, then UCADA reserves the right to:
- i) either invite the next highest ranked Service Provider to match the Financial Proposal submitted by the highest ranked Service Provider; OR
  - ii) take any such measure as may be deemed fit in the sole discretion of UCADA, including annulment of the bidding process.

**24. Negotiation:**

Ordinarily no negotiation shall be done. However in exceptional case where price negotiation is necessary due to some unavoidable circumstances, the same shall be resorted with the highest evaluated responsive Service Provider.

**25. Notifications:**

- 25.1 Upon acceptance of the Financial Proposal of the Preferred Service Provider with or without negotiations, UCADA shall declare the Successful Service Provider as Preferred Service Provider.
- 25.2 UCADA will notify the Successful Service Provider by facsimile or e-mail and by a letter (Speed Post / Registered Post) that its proposal has been accepted.
- 25.3 The Notification of Award will constitute the formation of the Contract.

**26. Acknowledgement of Notification of Award (NOA):**

Within seven (7) days from the date of issue of the NOA, the Successful Service Provider shall acknowledge the receipt of NOA.

**27. Execution of Contract:**

- 27.1 The Successful Service Provider shall execute the Contract within two (2) weeks of the issue of NOA or such time as indicated by UCADA.
- 27.2 The draft Contract is given in Annexure - 9
- 27.3 UCADA will promptly notify other Service Providers that their proposals have been unsuccessful and their Earnest Money will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Service Provider.

**28. Performance Security:**

- 28.1 Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for an amount not less than 10% of Contract amount including GST by way of DD or Banker's cheque payable in favour of " Chief Executive Officer, UCADA" at Dehradun or an irrevocable Bank Guarantee (Annexure 10) issued by a scheduled bank located in India in favour of UCADA with validity for 60 (sixty) days beyond the performance of the Contract:
- 28.2 The Performance security shall be forfeited and en-cashed in the following cases:
- i) If the Successful Service Provider withdraws midway during the work completion.
  - ii) Any other act or acts of the successful Service Provider which renders the work un-operational and UCADA establishes sufficient reasons to forfeit the performance guarantee.
- 28.3 Failure of the successful Service Provider to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the UCADA may make the award to the next lowest evaluated Service Provider or call for new proposals.

## SCOPE OF SERVICES

### **(1) Objective:**

To ensure effective monitoring of helicopter services including carriage of passengers the Uttarakhand Civil Aviation Development Authority (UCADA) is interested in Establishing and operating an efficient Tracking Management System. This will monitor, control and collect data on real time basis through use of appropriate technology/ies, methodology and devices. All the helicopters and the passengers undertaking the journey within Uttarakhand.

### **(2) Scope of Work and Services (Tasks):**

The outline of scope of work is as given below, but not limited to:

- (i) Live Relay of Tracking,
- (ii) Tagging of both passengers and helicopters,
- (iii) Real time data display at UCADA office in Dehradun,
- (iv) MIS reporting system (format and frequency as per UCADA directions),
- (v) Operational hours – as per helicopter services provided
- (vi) In case of Cloud Infrastructure - It should be in HA and DR to provide minimum 99%

However, these features are not exhaustive and agency may offer more features and also adopt appropriate latest available technology.

### **(3) Cost of tagging devices**

All costs to be factored-in in the Financial Proposal. As this is not a PPP Project, the Service Provider is not authorised to collect any fee from any source. But Security deposit for the devices given to passengers or helicopters may be collected. However, the quantum of deposit shall be finalized with approval of UCADA.

### **(4) Personnel:**

- (i) One Team Leader to supervise and co-ordinate all the activities, and
- (ii) Sufficient manpower for running the system including all counters and locations to ensure smooth functioning in accordance with Service Level Agreements (SLA).

### **(5) Security Compliance:**

Adhere to applicable prevailing rules and guidelines of Government of India and Government of Uttarakhand.

### **(6) Service Level Agreements (SLA):**

- (i) Minimum uptime of system – 99% of required operational time.
- (ii) Response time for operational complaints – within one hour
- (iii) Response time for software / application complaints or suggestions – within one week.
- (iv) Registration form to be completed within 5 minutes. Also to have auto save feature to continue later on.
- (v) Availability of replacement spares / devices within 10 minutes.
- (vi) Response time for addition of a module / new functionality – as per requirement.

### **(7) Penalty**

- (i) The uptime shall be monitored on quarterly basis.
- (ii) The penalty for any additional down time beyond 1% shall be one percent of quoted fee for the estimated quantity per year in the RFP on *pro rata* basis.
- (iii) In case of deviations from SLAs (ii) to (v) Rs. 1,000 per incidence.



**(8) Timelines**

- (i) Submission of Inception Report – Two weeks from signing of Contract
- (ii) Presentation of prototype – 4 weeks from acceptance of Inception report
- (iii) Implementation – 4 weeks from acceptance of prototype

## **II. CONDITIONS OF CONTRACT**

### **1. Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (i) "The Contract" means the agreement entered into between the UCADA and the Service Provider , as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - (ii) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
  - (iii) "Services" means services required to be provided by the Service Provider covered under the Contract;
- 1.2 The Service Provider shall permit UCADA to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by independent auditors appointed by UCADA, if so decided.

### **2. Indemnity**

- 2.1 The Service Provider shall indemnify UCADA against all third-party claims arising out of this Contract; and any legal and financial liabilities arising out of negligence or otherwise of the Service Provider's personnel, for which the Service Provider shall undertake an insurance cover for an appropriate assured sum.
- 2.2 The Service Provider shall take all other appropriate insurance covers to protect its own property and employees.
- 2.3 The Service Provider shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.

### **3. Compliance to Statutes and Safety Standards:**

- 3.1 The Service Provider shall comply with all applicable statutory provisions including guidelines issued by NGT or any other authority/ies with regard to environment protection, safety of the users and general public during the operation by the Service Provider.
- 3.2 The Service Provider shall comply with all applicable statutory provisions with regard Minimum Wages Act, PF, ESI, etc., for the personnel employed.
- 3.3 The Service Provider has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services.
- 3.4 The Service Provider shall comply with all applicable statutory provisions and guidelines issued by authorities with regard to safety of the users.

### **4. Payment:**

- 4.1 The payment due to Service Provider shall be paid on a monthly basis for the services rendered during the previous calendar month.
- 4.2 The payment shall be made within 60 days from the date of submission of invoice with all the supporting documents duly verified and approved by the designated officer.

### **5. Commencement of Services:**

The Service Provider shall provide all the services agreed upon within 15 (fifteen) days from Signing of the Contract.

### **6. Inspection and Acceptance:**

In accordance with Government of India Guidelines and NIC / ITDA practices.

**7. Period of Contract:**

Initially for five (5) years from signing of the Contract. It may be extended for a further period of five (5) years. However, during the entire Contract period (5 + 5 years) performance of the Service Provider shall be reviewed periodically at the discretion of UCADA, but at least once a year. At the end of five or ten years, UCADA may extend the Contract to ensure continuity of services on same terms and conditions, in which case such extensions shall not exceed one year in aggregate.

**8. Contract Amendments:**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**9. Assignment:**

The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the UCADA's prior written consent.

**10. Liquidated Damages:**

If the Service Provider delays to offer any or all of the Services within the period(s) specified in the Contract, the Service Provider is liable to pay the liquidated damages @ 0.5% of Performance Security value per week with maximum up to 10%. Thereafter, UCADA has the option to terminate the Contract and encash full amount of the Performance Security.

**11. Ownership of the software** (web service / mobile app) is of the Service provider.

**12. Ownership of the data collected:**

Exclusive property of UCADA and Service Provider shall share this data with UCADA as and when required.

**13. Data storage, retrieval and handing over:**

The Service Provider shall ensure fool proof storage of data and submit to UCADA or any other authority legally entitled to, periodically or on demand. And all data shall be handed over to UCADA in a safe mode at the end of contract period.

Service provider shall comply with prevailing and applicable GOI and GoUk law / guidelines for storage of data outside India.

**14.1 Termination for Default:**

14.1 The UCADA may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

- (i) if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the UCADA; or
- (ii) if the Service Provider fails to perform any other obligation(s) under the Contract, including satisfactory performance in the opinion of UCADA; or
- (iii) If the Service Provider, in the judgment of the UCADA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

14.2 In the event UCADA terminates the Contract in whole or in part, the UCADA may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the UCADA for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

**15. Termination by convenience**

15.1 The Purchaser, by notice sent to the Service provider, may 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 Purchaser's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.

**16. Force Majeure:**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**17. Settlement of Disputes:**

17.1 The UCADA and the Service Provider 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.

17.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the UCADA or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

17.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

**{Note:**

1. To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.
2. Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required. }

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal **to design, install, operate and manage Tracking Management System (TMS) for Helicopters and passengers** proposed by Uttarakhand Civil Aviation Development Authority, (the “UCADA”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to UCADA, representing us in all matters before UCADA, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with UCADA in all matters in connection with or relating to or arising out of our proposal for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with UCADA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2.....

For .....  
(Signature, name, designation and address)

**(Notarised)**  
**(Name, Title and Address of the Attorney)**  
**Accepted**

.....  
**(Signature)**

Witnesses:

1. ....
2. ....

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

(On not less than Rs. 100/- stamp paper)

**AFFIDAVIT**

I / We, ..... who is / are Authorised to sign and submit the proposal against your RFP [ title and reference number of the Invitation for proposals ] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Service Provider s and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UCADA from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- iv. our firm / company, M/s. .... and our Principal M/s. .... are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UCADA including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_

(Notarised)  
 (Name, Title and Address of the Attorney)

Accepted  
 .....  
 (Signature)

Witnesses:

- 1. ....
- 2. ....

Duly Authorised to sign this Authorization on behalf of: [insert complete name of Service Provider]

### Fraud and Corrupt Practices

- 1) The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UCADA may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of UCADA, if any Service Provider is found by UCADA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by UCADA or by any other Agency of Government of Uttarakhand during a period of 3 (three) years from the date such Service Providers are found by UCADA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UCADA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UCADA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of UCADA in relation to any matter concerning the Work;
  - b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by UCADA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



**Anti-Collusion Undertaking**

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Service Provider or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Service Provider in connection with the instant proposal.

**Format for Past Experience**

<b>Financial Year</b>	<b>Revenue from similar assignments / contracts i.e., design, install and operate web / mobile based tracking application  (In Rs.)</b>
<b>2016-17</b>	
<b>2017-18</b>	
<b>2018-19</b>	

**(Signature of Chartered Accountant)**

**(Name)**

**Seal of the Firm**

**Registration number**

**Format for Financial Capability**

<b>Financial Year</b>	<b>Amount (in Rs.)</b>
<b>2016-17</b>	
<b>2017-18</b>	
<b>2018-19</b>	

**Note:**

1. The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
2. This certificate should be certified by CA along with his / her firm stamp and registration no. will be considered.

**Format for Covering Letter \*\*\***

To  
The CEO  
Uttarakhand Civil Aviation Development Authority,  
Pt. Deendayal Upadhaya Paryatan Bhawan,  
Near ONGC Helipad, Garhi Cantt.  
Dehradun – 248 001

Dear Sir,

**Ref.: Request for Proposals through e-procurement portal for selection of an Agency to design, install, operate and manage Tracking Management System (TMS) for Helicopters and passengers**

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 3) and Anti-Collusion Certificate (Annexure – 4) in respect of the captioned proposal and we hereby submit our proposal.
2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: [www.uktenders.gov.in](http://www.uktenders.gov.in)
3. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:  
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the proposal provided to us.

Dated this .....Day of ....., 2020.

Name of the Service Provider

.....  
Signature of the Authorised Person

Note:

\*\*\* On the Letterhead of the Service Provider.

**Format for Financial Proposal**

As per BoQ in the Financial Folder.

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2020 between..... (Name of UCADA) (Hereinafter called "the UCADA") represented by .....of the one part and..... (Name of Service Provider) of ..... (Hereinafter called "the Service Provider ") represented by ..... of the other part:

**WHEREAS** the UCADA is desirous that certain Goods and ancillary services viz., **design, install, operate and manage Tracking Management System (TMS) for Helicopters and passengers** (Brief Description of Goods and Services) and has accepted a proposal by the Service Provider for the same in the sum of ..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) Power of Attorney;
  - b) Affidavit;
  - c) Covering letter;
  - d) Price Schedule uploaded by the Service Provider;
  - e) Scope of Services;
  - f) Conditions of Contract;
  - g) Notification of Award;
  - h) Minutes of pre-contract negotiation meeting; and
  - i) Performance Security;
3. In consideration of the payments to be made by the UCADA to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UCADA to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The UCADA hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be provided by the Service Provider are as under:

**TOTAL VALUE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said .....

(For the UCADA)

(For the Service Provider)

Witness: 1

Witness: 2

**(Proforma of Performance Bank Guarantee)**

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favour of**

Uttarakhand Civil Aviation Development Authority, Pt. Deendayal Upadhaya Paryatan Bhawan, Near ONGC Helipad, Garhi Cantt Dehradun-248001 hereinafter referred to as “UCADA”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

By the Contract entered into between UCADA and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at \_\_\_\_\_ (“the Service Provider”), has been granted the permission to **design, install, operate and manage Tracking Management System (TMS) for Helicopters and passengers** for a period of \_\_\_\_\_ years (hereinafter referred to as “the work”).

A. In terms of the Contract, the Service Provider is required to furnish to UCADA, an unconditional and irrevocable bank guarantee for an amount of Rs.....as security for due and punctual performance/discharge of its obligations under the Contract, relating to Work by the Service Provider .

B. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the work.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called “the Service Provider”) of all its obligations relating to the Work and in connection with achieving the work objectives by the Service Provider in accordance with the Contract.

2. The Guarantor shall, without demur, pay to UCADA sums not exceeding in aggregate Rs. .... within seven (7) calendar days of receipt of a written demand thereof from UCADA stating that the Service Provider has failed to meet its obligations under the Contract. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by UCADA and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, UCADA shall be entitled to treat the Guarantor as the Principal Debtor.



The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by UCADA or any indulgence shown by UCADA to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by UCADA or any indulgence shown by UCADA, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/ released earlier by UCADA in accordance with the provisions of the Contract. The Guarantor's liability in aggregate be limited to a sum of Rs. ....

3. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider /the Guarantor or any absorption, merger or amalgamation of the Service Provider /the Guarantor with any other Person. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by

\_\_\_\_\_ Bank

by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorized official.