

April 2020

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF HELICOPTER SHUTTLE SERVICE OPERATORS

APRIL 2020

**Uttarakhand Civil Aviation Development
Authority (UCADA)**

BID DOCUMENT

DISCLAIMER

This Bid Document is not an agreement and is not an offer or invitation by the Uttarakhand Civil Aviation Development Authority (UCADA), Government of Uttarakhand ("GoUK") to any party other than Bidders. The purpose of this Bid Document is to provide the Bidder(s) with information to assist the formulation of their Bid. This Bid Document does not purport to contain all the information each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for the UCADA, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid Document and where necessary obtain independent advice from appropriate sources. The UCADA, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bid Document.

The UCADA may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid Document.

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of the UCADA, GoUK or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document and any other terms and conditions subject to which such information is provided.

INSTRUCTIONS TO BIDDERS

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NOTICE INVITING E-TENDER

PROVISION OF HELICOPTER SHUTTLE SERVICES ON SELECT ROUTES IN THE STATE OF UTTARAKHAND FROM NSOP HOLDERS

Uttarakhand Civil Aviation Development Authority (UCADA) proposes to select helicopter shuttle service operators on select routes in the state of Uttarakhand on license basis for a period of three years. The routes being offered in this Bid are as follows:

- (i) Sirsi-Kedarnath (out of 4 approved helipads, operation will be permitted from 1)

- A. The Bid Document can be obtained by post / courier upon a written request accompanied by the cost of the document. UCADA will not be responsible for any delay, loss or non-receipt of the BID Document sent by post / courier.
- B. The BID Document can also be downloaded from the website/s: www.ucada.in Parties using the downloaded document, should (1) inform at the Address for Communication and by e-mail at ucadadoon@gmail.com, and (2) submit the cost of BID Document while submitting their application.
- C. All subsequent, notification, changes and amendments would be posted only on the aforesaid website/s.
- D. Cost of Bid Document: Rs. [5000] in the form of crossed demand draft (non-refundable) favouring [CEO, Uttarakhand Civil Aviation Development Authority] payable at Dehradun.
- E. This is an independent e-tender.

Project Proponent and Address for Communication

Chief Executive Officer
Uttarakhand Civil Aviation Development
Authority (UCADA)
Helidrome, Sasthradara Road, Dehradun -
248001

Last date for Submission of Bids: 06 May, 2020, 1400 hrs IST

Sd/-

CEO, Uttarakhand Civil Aviation Development Authority (UCADA)

April 2020

SCHEDULE OF BIDDING PROCESS

UCADA would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Last date for receiving queries	April 30, 2020 at 10.00 hours IST
2.	Pre-Bid Meeting Venue : Helidrome, Sahasthradhara Road, Dehradun Email: ucadadoon@gmail.com	April 30, 2020 at 1430 hours IST
3.	Last Date for the Submission of Bids (Bid Due Date)	May 06, 2020 by 1400 hours IST
4	Technical Bid opening Venue : Helidrone, Sahasthradhara Road, Dehradun	May 06, 2020 at 1500 hours IST

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SECTION I

INTRODUCTION

1.1 About Uttarakhand Civil Aviation Development Authority

Uttarakhand Civil Aviation Development Authority (UCADA) was incorporated by the Government of Uttarakhand in 2013 with the objective of developing the civil aviation sector in the state on a sustainable manner

1.2 Licensing Objective & Scope

The objective of licensing out select routes to selected Bidders is to provide safe, dependable, economical and continuous helicopter shuttle services to pilgrims and other passengers on the following routes (or "Specified Route(s)")

(i) **Sirsi-Kedarnath (out of 4 approved helipads, operation will be permitted from One)**

The selected bidders shall commit helicopter and helipad infrastructure (on an owned or leased basis) for undertaking shuttle operations on the Specified Route(s) awarded to them at tariffs not exceeding those quoted in the Financial Bid .

1.3 Roles and Responsibilities

The Operator shall be responsible for the following:

- Operate regular and dependable helicopter shuttle services on the route(s) awarded, while ensuring the safety of passengers and adhering to DGCA prescribed rules & guidelines and industry best practices.
- Own/ lease at least one helicopter and at least one helipad on a continuous basis for each service being operated on a Specific Route, for the duration of the license period in order to ensure smooth operations.
- Adhere to the terms and conditions specified in the Agreement
- Direction given by UCADA from time to time

1.4 Brief Description of Bidding Process

1.4.1 UCADA intends to adopt a single stage 2 cover bidding process for selection of the Successful Bidder.

1.4.2 The Bids would be evaluated on the basis of the criteria set out in this Bid Document. The Successful Bidder would then be required to enter into an Agreement

April 2020

SECTION II**BIDDING PROCEDURE****A. GENERAL****2.1 Eligible Bidders**

- 2.1.1 The Bidders eligible for participating in the bidding process shall be a Single Business Entity and not a consortium.
- 2.1.2 For the purpose of this Bid, a Business Entity shall mean the following:
- (i) A registered partnership/sole proprietorship firm¹
 - (ii) A Company² registered in India under the provisions of the Companies Act, 1956 & 2013 or under the equivalent law in the case of a foreign Company.
- 2.1.3 The Bidder (if the Bidder is a Company or a registered Proprietorship Firm or a Partnership firm) should submit a Power of Attorney as per the format enclosed in Appendix 3A authorizing the signatory of the Bid to commit the Bidder.
- 2.1.4 Any entity which has been barred by UCADA, Government of Uttarakhand (GoUK), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoUK/SG/Gol from operating helicopter services and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.
- 2.1.5 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- I. the Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its

¹ a registered partnership/proprietorship firm should furnish income tax returns for the last three financial years or registration under the registrar of firms and the partnership deed in case of partnership firm executed between the partners.

² Company shall furnish a copy of certificate of incorporation and memorandum of association.

Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- II. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- III. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- IV. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- V. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.2 Number of Bids

A Bidder can submit one bid only.

2.3 Bid Preparation Cost

The Bidder shall be responsible for all of the costs associated with the preparation of its Bid 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 the bidding process.

2.4 Project Inspection and Site Visit

It is desirable that each Bidder submits its Bids after visiting and ascertaining for themselves the location, real estate, environment or any other matter considered relevant by them.

2.5 Right to Accept any Bid and to Reject any or all Bids

2.5.1 Notwithstanding anything contained in this Bid Document, UCADA reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment.

2.5.2 UCADA reserves the right to invite revised Bids from the Bidders with or without amendment of the Bid Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

UCADA reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid, or
- (c) if in the opinion of UCADA, the preferred bidder has failed to meet the expected returns from the Project.

Such misrepresentation / improper response would lead to the disqualification of the Bidder and forfeiture of the Bid Security. If such disqualification / rejection occurs after the Financial Bids have been opened, then UCADA reserves the right to;

- (a) select the next valid Bidder quoting the next lowest tariff
- (b) take any such measure as may be deemed fit in the sole discretion of UCADA, including annulment of the bidding process.
- (c) in such an eventuality the Bid Security of the Bidder shall be forfeited.

B. DOCUMENTS

2.6 Contents of Bid Document

The Bid Document comprises of the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.8.

Part I	Instructions to Bidders 1. Introduction 2. Bidding Procedure 3. Criteria for Qualification 4. Architectural Plan 5. Evaluation Methodology
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	<p>Appendices</p> <ol style="list-style-type: none"> 1. Covering Letter 2. Details of Bidder 3A. Format for Power of Attorney for signing of Bid 3B. Format for Power of Attorney for Lead Member of Consortium 4. Format for Anti-Collusion Certificate 5. Format for Project Undertaking 6. Format for Bid Security 7. Format for Experience of the Applicant 8. Format for Financial Capability of the Applicant 9. Format for Financial Proposal
Part II	Draft Concession Agreement
Part III	Project Information Memorandum (PIM)

2.7 Clarifications sought by Bidder

A prospective Bidder requiring any clarification on the Bid document may notify UCADA in writing to the address as specified in Clause 2.16.5. The Bidders should send in their queries latest by the Last Date for Receiving Queries mentioned in the Schedule of Bidding Process. UCADA may, at its own discretion, forward its responses to all purchasers of the Bid Document and would include a description of the enquiry without identifying its source.

2.8 Amendment of Bid Document

- 2.8.1 At any time prior to the Bid Due Date, UCADA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda. Such Addenda would also be posted on the website of UCADA at www.ucada.in and such addenda would form part of the Bid Document.
- 2.8.2 Any Addendum thus issued will be sent in writing to only those bidders who have purchased the Bid Document.
- 2.8.3 In order to afford the Bidders reasonable time to take an Addendum into account, or for any other reason, UCADA may, at its own discretion, extend the Bid Due Date. Intimation regarding such extension in the Bid Due Date would only be posted on the website of the UCADA as specified in Clause 2.8.1 above.

C. PREPARATION AND SUBMISSION OF BID

2.9 Language

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which

are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Currency

The currency for the purpose of the Bid shall be in Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2018 or the nearest prior date for which the RBI rate is available. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. UCADA reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all Bidders.

2.11 Bid Security

2.11.1 Bids would need to be accompanied by a Bid Security for Rs 5,00,000/- (Rs. five lakh only). The Bid Security shall be kept valid through the Bid Validity Period and would be required to be extended if so required by UCADA.

The Bid Security shall be in the form of either of the following:

- (a) an irrevocable bank guarantee in favour of CEO, (UCADA) Uttarakhand Civil Aviation Development Authority as per the format set out in Appendix 6; or
- (b) a demand draft in favour of CEO, (UCADA) Uttarakhand Civil Aviation Development Authority payable at Dehradun.

2.11.2 The Bid Security shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of signing of License Agreement between UCADA and the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Agreement.

2.11.3 The Bid Security shall be forfeited in the following cases:

- (a) if the Bidder withdraws its Bid except as provided in Clause 2.21.1;
- (b) if the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period;
- (c) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- (d) if the successful Bidder fails to provide the Performance Security and to execute the Agreement within the stipulated time or any extension thereof provided by UCADA.

2.12 Validity of Bid

Bids shall remain valid for a period not less than three years from the Bid Due Date (Bid Validity Period). UCADA reserves the right to reject any Bid, which does not meet this requirement.

2.13 Extension of Validity of Bid

In exceptional circumstances, prior to expiry of the original Bid Validity Period, UCADA may request Bidders to extend the Bid Validity Period for a specified additional period. Bidders not extending the Bid Validity Period when so requested would automatically be disqualified without forfeiting their Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid, except as provided under Clause 2.21 but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.12 of this document in all respects.

The Successful Bidder shall, where required by UCADA extend the validity of the Bid till the date of signing of the License Agreement.

2.14 Bidder's Responsibility

2.14.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of Bid Document will be at the Bidder's own risk.

2.14.2 It would be deemed that prior to the submission of Bid, the Bidder has:

- (a) made a complete and careful examination of requirements, and other information set forth in this Bid Document;
- (b) received all such relevant information as it has requested from UCADA; and
- (c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the Web Site;
 - (ii) existing infrastructure facilities for the Specified Route(s);
 - (iii) Existing and future demand for services
 - (iv) all other matters that might affect the Bidder's performance under the terms of this Bid Document.
 - (v) Slot transfer in shuttle services will be with prior permission of Head Of Operations.
 - (vi) The operator will immediately intimate ACEO/Head of operations of UCADA if any helicopter fail to operate shuttle services in kedarnath ji.

2.14.3 UCADA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.15 Pre-Bid Meeting

2.15.1 To clarify and discuss issues with respect to the Project and the Bid Document, UCADA would hold a Pre-Bid meeting as mentioned in the Schedule of Bidding Process.

2.15.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Project and/or the Concession Agreement. Bidders must forward

their queries latest by the Last Date of Receiving Queries mentioned in the Schedule of Bidding Process.

2.15.3 Bidders may note that UCADA will not entertain any deviations to the Bid Document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders shall be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the Bid Document with all its contents including the Concession Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.

2.15.4 Attendance of the Bidders at the Pre-Bid meeting is not mandatory.

2.15.5 All correspondence / enquiries should be submitted to the following in writing by fax /post / courier:

ATTN. OF: CEO
Address: Uttarakhand Civil Aviation Development Authority (UCADA)
Helidrome, Sahasthradhara, Dehradun 248001, Uttarakhand

2.15.6 No interpretation, revision, or other communication from UCADA regarding this solicitation is valid unless it is in writing and is signed by CEO, UCADA. UCADA may choose to send to all Bidders, written copies of UCADA's responses, including a description of the enquiry but without identifying its source.

2.16 Format and Signing of Bid

2.16.1 Bidders should provide all the information as per this Bid Document and in the specified formats. UCADA reserves the right to reject any Bid that is not in the specified formats.

2.16.2 The Bid should be submitted in two parts:

Part 1: Key Submissions, which would include:

- (i) Covering Letter for Submission of Bid in the format provided as Appendix 1.
- (ii) Details of Bidder in the format provided as Appendix 2.
- (iii) Power of Attorney as per Appendix 3A, authorising the signatory of the Bid to commit the Bidder
- (iv) Notarised Affidavit as per Appendix 3B
- (v) Anti-Collusion Certificate as per Appendix 4
- (vi) Project Undertaking as per Appendix 5
- (vii) Bid Security as per Appendix 6
- (viii) Copy of receipt of payment evidencing purchase of Bid Document
- (ix) Qualification Information as per the format set out in Appendices 7 & 8

Part 2: Financial Bid as per the format set out in Appendix 9

- 2.16.3 The Bidder shall prepare, for each Specified Route it seeks to bid for, one original of the documents comprising the Bid as described in Clause 2.17.2, clearly marked "ORIGINAL"..
- 2.16.4 If the Bid consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 2.16.5 The Bid and its copy shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.17 Sealing and Marking of Bid

- 2.17.1 The Bidder shall seal the Key Submissions and Qualification Information (Part I) and the Financial Bid (Part II) in separate envelopes, duly marking the envelopes as "KEY SUBMISSIONS & QUALIFICATION INFORMATION" and "FINANCIAL BID". The first two Parts shall then be sealed in an outer envelope duly marked as "OTHER SUBMISSIONS". These envelopes shall then be sealed in an outer envelope.
- 2.17.2 The original and the copy of the Bid shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY".
- 2.17.3 Each envelope shall indicate the name, address and contact phone number of the Bidder
- 2.17.4 The envelopes shall clearly bear the following identification: "Application for Operation of Helicopter Shuttle Services" followed by the name of the Specified Route being applied for
- 2.17.5 The envelope shall be addressed to:

ATTN. OF: CEO
Address: Uttarakhand Civil Aviation Development Authority
Helidrome, Sahasthradhara Road, Dehradun 248001
;

- 2.17.6 If the envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. UCADA assumes no responsibility for the misplacement or premature opening of the Bid submitted.

2.18 Bid Due Date

- 2.18.1 Bids should be submitted before or on 06 May by 14.00 hours IST on the Bid Due Date as set out in the Schedule for Bidding Process, at the address provided in Clause 2.15.5 in the manner and form as detailed in this Bid Document. Bids submitted by either facsimile transmission or telex or e-mail will not be acceptable.
- 2.18.2 UCADA, at its sole discretion, may extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8.

2.18.3 All the bids received shall be opened on the date as setout in the schedule of bidding process. The bids shall be opened in front of the bidder or its representative who choose to be present. The representative of the bidder shall submit to UCADA an authorisation letter to attend the bid opening on the Bid Due Date.

2.19 Late Bids

Any Bid received by UCADA after 06 May 2020, 14:00 hours IST will be returned unopened to the Bidder.

2.20 Modifications/ Substitution/ Withdrawal of Bids

2.20.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that a written notice of the modification, substitution or withdrawal is received by UCADA before the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.

2.20.2 The Bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.18 with outer envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.20.3 Withdrawal of a Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the Bid Security in accordance with Clause 2.12.3 of this document.

D. EVALUATION OF BID

2.21 UCADA would open the Bids on any working day within 45 days of the Bid Due Date for the purpose of evaluation.

2.22 Bids for which an acceptable notice of withdrawal has been submitted in accordance with Clause 2.21 shall not be opened.

2.23 UCADA reserves the right to reject any Bid, if:

- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.

2.24 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. UCADA will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence.

UCADA will not divulge any such information unless it is directed to do so by any authority that has the power under law to require its disclosure.

2.25 Tests of Responsiveness

2.25.1 Prior to evaluation of Bids, UCADA will determine whether each Bid is responsive to the requirements of the Bid Document. A Bid shall be considered responsive if:

- (a) it is received /deemed to be received by the Bid Due Date including any extension thereof pursuant to Clause 2.19.
- (b) it is signed, sealed and marked as stipulated in Clause 2.17 and Clause 2.18.
- (c) it is accompanied by the power of attorney as specified in Clause 2.1.3.
- (d) it is accompanied by Bid Security as specified in Clause 2.1.1.
- (e) it contains all the information and documents as requested in the Bid Document.
- (f) it contains information in formats specified in this Bid Document.
- (g) it mentions the validity period as set out in Clause 2.12.
- (h) it provides information in Reasonable Detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by UCADA without communication with the Bidder). UCADA reserves the right to determine whether the information has been provided in Reasonable Detail.
- (i) there are no inconsistencies between the Bid and the supporting documents.

2.25.2 A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way, the scope, quality, or performance of the Helicopter Shuttle Operations, or
- (b) which limits in any substantial way, inconsistent with the Bid Document, UCADA's rights or the Bidder's obligations under the License Agreement, or
- (c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

2.25.3 UCADA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by UCADA in respect of such Bids.

2.26 Clarifications Sought by UCADA

To assist in the process of evaluation of Bids, UCADA may, at its sole discretion, ask any Bidder for clarification on its Bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Bid would be permitted by way of such clarifications.

2.27 Bid Evaluation

2.27.1 To assist in the examination, evaluation, and comparison of Bids, UCADA may utilise the services of consultant(s) or advisor(s).

2.27.2 The Bids will be evaluated in 2 steps as detailed in the following Clauses 2.29 to 2.32 ("Bid Evaluation").

2.28 Scrutiny of Key Submissions

In Step 1 of Bid Evaluation, the Key Submissions submitted by the Bidders shall be checked for responsiveness with the requirements of the Bid Document and the evaluation of Qualification Information will also be undertaken at this step. Further, evaluation of Financial Bid of a Bidder shall be taken up only after the contents of the Key Submissions and Qualification Information are found to meet the requirements of this Bid Document.

2.29 Evaluation of Qualification Information

In Step 1 of Bid Evaluation, the Qualification Information of the Bidders shall be evaluated as per the Criteria for Qualification set out in Section III.

2.30 Evaluation of the Financial Bid

2.30.1 In Step 2, the Financial Proposals of all the Bidders for a Specific Route who pass the Step 1 evaluation will be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who choose to be present shall be required to sign and record their attendance.

2.30.2 The Bidder quoting the lowest one-way tariff chargeable for the Specific Route from passengers for the duration of the license period, as per the format prescribed in Appendix 9, shall be declared as the L1 Bidder for the Specific Route. The next two lowest bidders will be declared L2 Bidder and L3 Bidder respectively and so on. The L2 Bidder and L3 Bidder will be given an opportunity to match the L1 Bid by way of a letter addressed to UCADA, within 2 days of the Bid opening. In case either one of these two bidders do not match the L1 Bid by the 2nd day, the next lowest bidder(s) shall be given the opportunity of matching the L1 Bid by way of a letter addressed to UCADA within 2 days thereof. This process will be repeated until either every non L1 Bidder has been given an opportunity to match the L1 Bid or a total of two non L1 Bidders have agreed to match the L1 Bid, as the case may be. All the non-L1 Bidders who match the L1 Bid on being given the opportunity to do so, together with the L1 Bidder would hereinafter be designated as Preferred Bidders for the Specific Route

2.30.3 Not more than One Operator shall be selected for each Specified Route. For the avoidance of doubt, it may be noted that in the event of two L1 Bidders, only the L2 Bidder for the Specified Route would be given the opportunity to match the L1 Bid. Also, for the avoidance of doubt, it may be noted that in the event of three L1 Bidders none of the remaining Bidders for the Specified Route would be given

the opportunity to match the L1 Bid. In the event of more than three L1 Bidders, UCADA may:

(a) invite fresh Proposals from the Bidders;

OR

(b) If more than three Bidders quote identical financial bid and declared L1 than elimination will be done by lottery system.

2.31 Submission of Flight Plans

2.31.1 UCADA will provide Flight Plans to the Preferred Bidders.

2.32 Notifications

2.32.1 UCADA will notify the Successful Bidder by facsimile and by a letter (Letter of Acceptance) that its Bid has been accepted.

2.33 Acknowledgement of Letter of Acceptance (LoA) and Execution of License Agreement

2.33.1 Within one (1) week from the date of issue of the LoA, the Preferred Bidders shall acknowledge the LoA and return the same to UCADA and will hereinafter be known as the Successful Bidders(s). The Successful Bidders shall each execute a License Agreement within two (2) weeks (or any extension thereof provided by UCADA) of the issue of LoA.

2.33.2 UCADA will promptly notify other Bidders that their Bids have been unsuccessful and their Bid Security will be returned as promptly as possible and in any case not later than eight (8) weeks from the date of announcement of the Successful Bidders.

2.34 Performance Security

2.34.1 The Successful Bidder(s) shall each furnish Performance Security of Rs. 20 lakh by way of an irrevocable Bank Guarantee issued by a scheduled bank located in India in favour of UCADA, as required under the Agreement

2.34.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.32.1 or 2.34.1 or 2.35.1 shall constitute sufficient grounds for the annulment of the LOA (where issued), and forfeiture of the Bid Security. In such an event, UCADA reserves the right to

(a) either invite the next lowest Bidder for negotiations

OR

(b) take any such measure as may be deemed fit in the sole discretion of UCADA, including annulment of the bidding process.

2.35 Each operator will have to provide 10 flying hours to meet exigencies as determined by UCADA. During the license period to UCADA, in case of unutilised flying hours, the

respective operator will have to pay @ 75000/- per flying hours to UCADA. These services will be provided as per the direction of CEO, UCADA.

- 2.35** (1) When the helicopter is requisitioned by the UCADA and if any operator refuses or shows inability a penalty of Rs 02.00 lakh will be levied.
- 2.35** (2) Each selected operator will have to enter into an agreement with valid NSOP operator to provide a substitute helicopter within two weeks of acceptance of offer, failing which his licence would be cancelled. If the operator fails to press into service substitute helicopter within 24 hours his helicopter becoming unserviceable, the operator would be penalised at Rs. 5000/- per hour subject to maximum of Rs 50000/- per day.
- 2.36** If the L-1 bidder does not sign the Agreement. It will be liable to be blacklisted for 02 years along with forfeiture of EMD from the date of notification.
- 2.37** If the selected bidder does not provide the service it will be charged the average Royalty amount becomes due from the other operators working in the same route per day. If the services are not started after 07 days its performance security will be forfeited and permission for future services may also be cancelled.

SECTION III

CRITERIA FOR QUALIFICATION

3.1 Evaluation Parameters

3.1.1 The Applicant's competence and capability is proposed to be established by the following parameters:

- a) Experience of Applicant
- b) Financial capability in terms of
 - (i) net worth
 - (ii) net cash accruals
 - (iii) annual income

3.1.2 On each of these parameters, the Applicant would be required to meet the evaluation criteria as detailed in this Section. Any Applicant meeting all the criteria will be qualified to submit its Proposal for the Project.

3.2 Eligibility Criteria

3.2.1 Technical Capacity for purpose of evaluation

- 3.2.1.1 The Bidder as an entity must be currently in the business of operating helicopter services under valid Non-Scheduled Operator's Permit (NSOP) of DGCA, India, valid on date of submission of bid remain valid up to 31st December, 2020 (supporting documents of NSOP to be enclosed in Technical bid)
- 3.2.1.2 For each Specific Route, the Bidder should at the time of the Bid Submission, own/ lease at least one helicopter and own/ lease at least one helipad. For avoidance of doubt, when bidding for say, two Specific Routes, the Bidder must own/ lease by the time of Bid Submission one helicopter each and one helipad each for the two Specific Routes
- 3.2.1.3 The Bid should include certified true copies of ownership/ lease documents for each helicopter and helipad mentioned in the bid. In case of a helicopter or helipad being taken on lease, the Bidder should also furnish affidavits from the owners of each such helicopter/ helipad stating that the same has been leased exclusively to the Bidder for the duration of the license period. Without prejudice to any other right available to UCADA, any false declaration/ misrepresentation regarding ownership/leasing of helicopter/helipad shall result in the Bid(s) being disqualified and the Bidder being blacklisted from operating in Uttarakhand for a period of two years from the date of discovery of the false declaration/ misrepresentation
- 3.2.1.4 Copies of currently valid C of A, C of R, Weight Schedule etc. issued by DGCA and other competent authorities, for the operation must be furnished along with the Technical Bid
- 3.2.1.5 Each of the Owned or Leased Helipads mentioned by the Bidder in the Bid should have public amenities as per DGCA norms
- 3.2.1.6 The Bidder and its management executives should have a clean legal record and should not have indulged in fraudulent practices and black-marketing of tickets in the past. In this regard, Bidder has to submit notarized affidavit on Rs 100 Stamp Paper.

- 3.2.1.7 The Bidder should not have any outstanding dues payable to UCADA & GMVN.
- 3.2.1.8 All helicopters offered by bidder should have capability to land at Kedarnath with minimum 6+1 passengers as per DGCA norms and should be airworthy as per DGCA norms for hill operations.
- 3.2.1.9 Sufficient pilots on the payroll of the Bidder must be duly trained to fly the helicopter(s), and cleared by DGCA for hill operations. (Authenticated documents to be furnished in Technical bid). (Identify pilots and submit an undertaking that they would be on payroll latest by date of signing of the contract).
- 3.2.1.10 (a) The bidder should have 02 years accident/incident free record wherein NSOP operator has not been held blame worthy by DGCA.
(b) If the bidder is held blame worthy by DGCA for accident/incident prior to the start of the yatra or during the yatra season his permission will be cancelled and the next operator in line will be given the permission.
- 3.2.1.11 The bidder should have PAN / TAN of Income Tax. (copy to be furnished in Technical bid).
- 3.2.1.12 The bidder should have Goods and Service Tax Registration number. (Copy to be furnished in Technical bid).
- 3.2.1.13 The Bidder must comply with all the mandatory certifications, approvals from the DGCA and other competent authorities.
- 3.2.1.14 The offered helicopters mentioned in the Bid should be exclusively for the purpose of this contract and should not be offered on any other contract during the license period. An undertaking in this regard is to be submitted with the Technical Bid. In case of any violation, penalty to the tune of Rs 10 Lakh will be imposed.
- 3.2.1.15 All the documents, including various certificates, attached with the tender must be signed by the signatory of the Bid with seal of the Company, and Appendix 3A, 3B & 4 the same would also be required to be certified by a Notary. The board resolution of the Bidder authorizing the signatory of the Bid to sign the Bid must be enclosed with the Technical Bid
- 3.2.1.16 An affidavit stating that the bidder has not been debarred/disqualified/blacklisted/grounded by the Govt. of India or any State Govt. or by any Govt. organisation, for security reasons or for financial/unethical practices, as on date of the submission of the bid should be enclosed with the Technical Bid
- 3.2.1.17 The Applicant should furnish the details of eligible experience as on the date of submission of Bid Document.
- 3.2.1.18 The Applicants must provide the necessary information as per Appendix 7, 7A and 7B.
- 3.2.1.19 The applicant should have all public amenities at their helipads such as waiting room, wash rooms (male/female) gated boundary wall, security and a small canteen.
- 3.2.1.20 The applicant should have internet facilities at their helipad and helipad should also be covered with the CCTV Cameras with live coverage facilities.
- 3.2.1.21 The applicants helicopter should have equipped with a GPS (global Positioning System)
- 3.2.1.22 The successful bidder should submit the copy of tech log and part of the boarding pass at the end of each calendar month delay by one week submission will at least a penalty of Rs one lakh per week .

(b) Manifest should be submitted per shuttle to the representation of UCADA.

3.2.1.23 If the applicant/successful bidder is declared/held responsible blame worthy by DGCA, its permission for Heli service will be withdrawn/cancelled. UCADA will take the appropriate action to select the next operator.

3.2.1.24 As the tender is for three years therefore each operator has to keep its NSOP valid for each year and submit a No Due Certificate from UCADA and Booking Agency at the end of each year by 31st December otherwise its permission for the next years will be treated as cancelled automatically.

3.2.2 Financial Capability

3.2.2.1 Financial Capability of the Applicants would be evaluated on the basis of the following :

- (a) net worth as at the end of the most recent financial year i.e 2017-18 (Ref. Appendix 8)
- (b) average annual Turnover for the last three completed financial years i.e 2016-17, 2017-18, 2018-19 (Ref. Appendix 8).

The Applicants should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Applicant for its Annual Report.

3.2.2.2 The Application must be accompanied by the audited annual financial statements of the Applicant for the last three (3) financial years.

3.2.2.3 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Applicant may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for three years preceding the latest financial year would have to be provided, failing which the Application will be rejected as non-responsive.

3.3 Evaluation Criteria for Financial Capability

3.3.1 For the purpose of Qualification, an Applicant would be required to demonstrate the Threshold Financial Capability measured on the criteria as listed below.

The Applicant would have to satisfy the following two criteria:

- Net worth of the Applicant as on the end of the last financial year i.e 2018-19 should be positive;
- AND
- The average annual income/turnover of the Applicant for the last three financial years i.e , 2016-17, 2017-18 & 2018-19 shall be at least equal to Rs. 2.5 Crore

For the purposes of analysis only figures from the latest three audited annual financial statements would be considered.

SECTION IV

GENERAL TERMS & CONDITIONS

1. The Successful Bidder, upon commencing operations (hereinafter referred to as 'Operator') shall possess on a continuous basis, for the duration of the entire license period, a minimum of 1 owned or 1 leased helicopter and a minimum of 1 owned or 1 leased helipad for each route it operates on. The Operator shall procure and maintain for the entire license period, all the clearances from all government authorities/ agencies/ departments that may be required to lawfully operate on a route in a smooth manner and to ensure the safety of passengers. These would include but not be limited to all clearances related to operational safety to be obtained from DGCA or any other concerned Authority.
2. For a particular route, the Operator shall be required to park at least one operating helicopter at the Helipad mentioned in the Bid. Each Operator should also be able to arrange a helicopter of the same specifications as approved, to be operated in the event of an emergency or in case the regular helicopter operating on any of the routes becomes unworthy of flight, is sold/ transferred or the lease for the same gets terminated. The Operator shall operate its helicopter service from the helipad either leased or owned by them. In case the Operator is unable to use the said helipad due to any reason, the Operator shall either acquire or lease another helipad of the same specifications on the same route in order to ensure continuous provision of services.
3. The initial period of license shall be for a period of three years yatra season (conforming to the Yatra duration, to be notified by the UCADA), The Operator(s) shall accept and adhere to all the Terms and Conditions laid down by UCADA, and enter in to Agreement(s) with the UCADA in the form prescribed by the UCADA, for the initial license term of three years, within a period of 05 days from the date of award of the Contract; failing which the EMD in full (i.e.**Rs.5 Lakh**) shall be forfeited and credited to the Account of the UCADA. Besides, such a bidder shall be blacklisted for a period of three years. On the day of signing of the Agreement(s), the Operator shall hand over to UCADA, a security deposit of Rupees 20 lakhs
4. The Company shall carry out the flight operations daily, with least inconvenience to the Yatris, subject to fair weather conditions and clearance by the ATC.
5. Operator will ensure that they take DGCA clearance for Kedarnath helipad also. Operator will strictly comply with all the DGCA rules and regulations.

6. UCADA will reserve the right to impose penalties on the operator in case any violations are found.
7. The Operator shall have to comply with the following requirements during its operations:
 - a. Loading of the helicopter at helipads prior to the flights shall be the responsibility of the Pilot-in-Command, who shall take the deciding call on satisfying himself on all accounts and on behalf of the Operator, for all kinds of safety requirements.
 - b. The flight crew shall be subjected to pre-flight medical check-ups prior to the commencement of the flights for the day, as per DGCA stipulations, and responsibility for the same shall be of that of the Operator.
 - c. Safety briefing of the passengers prior to the flight shall be carried out by the trained and authorized personnel of the Operator. Embarkation/ Disembarkation of the passengers shall be done under the strict supervision of trained and authorized personnel of the Operator.
 - d. The Operator shall conspicuously draw and display in at least two languages (English/Hindi), prior to day's operations, detailed guidelines for operational activities on all helipads of operation, indicating the nature of duties and responsibilities entrusted to its personnel and general coordination procedures including action to be taken during emergencies and also for search and rescue operations.
 - e. Whenever required, the Operator shall obtain due clearance from nearest Indian Airforce Base, as well as Metrological information from the detachment based at the relevant stations.
 - f. Spare Forms for reporting the incidents/occurrences must be available with the operating Pilots.
 - g. The number of persons onboard shall be strictly limited to that as laid down by DGCA for the Make/Model of the helicopter, and a copy of the same shall be furnished in advance to the UCADA.
 - h. Combined SOP and any other relevant guidelines/instructions as approved by DGCA from time to time, shall be strictly adhered to, in letter and spirit. Deviation, if any, shall require the prior formal approval of DGCA.
 - i. The operator shall be responsible for adequate quantity of ATF at the helipad site.
 - j. The following facilities, duly coordinated with the UCADA / DGCA, shall be provided by the Operator(s):

- i) Fire fighting equipments and arrangements relating to their operation, as per DGCA Guidelines.
 - ii) Marking of Helipads.
 - iii) Installation of Wind Socks.
 - iv) Check-in counters and display boards.
 - v) Tamper proof refueling arrangements.
 - vi) All public, amenities such as wash room (Men/Women) waiting room, drinking water, etc should be available on each helipad.
- k. Change of crew will not be allowed with rotor "on" position in a single pilot Configuration.
8. The successful bidder will be required to submit a Performance Bank Guarantee of a Nationalised Bank of Rs 20.00 Lakhs favouring Uttarakhand Civil Aviation Development Authority. The Performance Bank Guarantee of the Operator shall be retained and returned at the end of the license period, if so required as per the terms of Agreement only after satisfaction of UCADA that the operator has not incurred any other financial liability on any account whatsoever. The successful bidder may also furnish a FD of a scheduled Bank duly endorsed on UCADA.
9. No landing charges shall be charged by UCADA for landings made at Kedarnath ji Helipad by the successful bidders.
10. The flying operations shall be governed in full compliance of NGT requirements in regard to height and noise levels given below:
- a) Height - Minimum 2000 feet.
 - b) Noise level as per NGT norms.

The successful bidder will also be required to submit the details of flying on a daily basis to UCADA and Distict Magistrate, Rudraprayag, non-compliance will invite suspension of operations.

11. The CEO, UCADA shall notify the system which shall be followed, from time to time, for the allotment/ reservation/ booking of the seats.

12. The booking of Heli tickets for Shri Kedarnath Dham shuttle services will be done 70% online & 30 % on line at Mandakani valley. (The benchmark for 70% will be calculated on the last year average number of pilgrims per day flying form respective helipads).

13. Serially numbered Boarding Passes shall be printed in 3 sections out of which one foil shall be issued to the passenger, the second foil to be retained by the Operator, and the third foil to be handed over UCADA for reconciliation of royalty. All these foils shall be printed distinctively with three different colour schemes depicting “For Passenger”, “For Operator” and “For UCADA”.

14. The UCADA will collect the foil given to the passenger after yatra and the amount for thetickets receive back from passengers will be transferred to the operator next days.

15. The authorized personnel from the UCADA may conduct surprise checks or be present at the counters to ensure that there is no over charging of the authorized passenger fares or any other aberration leading to harassment of the Yatri/passenger or loss of revenue to the UCADA.

16. Operator shall be under obligation to accord preference to the Senior Citizens (more than 60 years old), and differently abled persons and to other persons as may be directed by CEO/Additional CEO, UCADA, while boarding the passengers.

17. During the Yatra period, the Operator will furnish the below stated daily statement, by 1900 hrs every evening, indicating the volume of traffic for the day from all the sorties, to enable the UCADA to regulate Darshans of the Yatris travelling by helicopter.

18. (i) The Bidder shall quote rates of tariff/ ticket prices per passenger (inclusive of all costs), The passenger fares shall not be increased during the period of Yatra. In case Government reduces or withdraws any tax the cost of ticket shall be reduced to the extent of such reduction accordingly by the Operator.

(ii) The Operator shall pay royalty equal to Rs 5000 per landing at Shri Kedarnath Ji Helipad & Rs 3000 per landing at Ghngaria helipad.

In case of Online Booking Agency of Uttarakhand Government than for this purpose and shall be directly paid to UCADA. The balance amount of ticket shall be paid to Operator on next day of flying.

The royalty amount has to be deposited on weekly basis

19. The cancellation policy will be same as that of Online Ticket Booking Company/Firm.

20. All other equipment/infrastructure for communication, meteorological facilities, medical facilities, fire-fighting and safe flying operation etc shall be the sole responsibility of the Operator, who shall provide it as per norms prescribed by DGCA/ other agencies. The Operator shall make its own arrangements, at its own cost, for establishing two-way communications to be provided at the helipads and also with the helicopter in operation for communicating the weather conditions, safety measures, etc. Through modern and reliable communication systems It shall also be the joint responsibility of the Operators to formulate a common SOP to co-ordinate their communication/ operations with each other, if any permitted, as also with any Government run or other Helicopters in the area, for smooth, safe and hassle free operations.
21. The Operator shall comply with all laws/ rules made there under/regulations in respect of the following and provide:
- a) Workman's compensation and all other existing laws with reference to employing, safeguarding, insuring and protecting all the employees/ labour engaged by the Operator. It shall insure all its employees/ labour employed/ engaged for any service against third party bodily injury /loss of life during the entire period of such employment /engagement by the Operator and as per statutory provisions.
 - b) Third Party Legal Liability Insurance to indemnify the UCADA of all sums which the Operator shall become legally liable to pay for bodily injury, property damage, baggage loss etc. or any of them, caused by an occurrence arising out of the ownership, maintenance or use of aircraft.
 - c) Passenger Liability Insurance to indemnify in respect of all sums which shall become legally payable for admitted liability of **Rs.10,00,000/-**per passenger or as laid down by the prescribed authority from time to time (whichever is higher),for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Operator.
 - d) Combined Single Limit Insurance Cover(Bodily injury/property damage /baggage loss etc) as mentioned at 23 (b), and (d) above, of a minimum of amount laid down by the prescribed authority.
22. All standard security procedures as advised by the local security authorities, DGCA and BCAS shall be adhered to by the Operator. However, necessary assistance for providing security cover at all the places of operations shall be arranged by UCADA in co- ordination with the Government of Uttarakhand.

23. The Operator shall ensure availability of stand by helicopter at all times during the Yatra period. Failure to maintain the stand by helicopter in airworthy condition shall be considered as violation of the Contract and may result in imposition of fine and/ or any other penalty deemed fit by CEO, UCADA for uninterrupted shuttle services.
24. The Operator shall carry out its operations in customer(Yatri) friendly manner and ensure that no undue inconvenience/ hardship are caused to the Yatris. In the event of receipt of any complaint regarding inconvenience having been caused to the pilgrims, the matter shall be investigated by the CEO, UCADA ,or his authorized representative. In case the complaint pertains to the Operator's crew/ staff, the same shall be investigated by the CEO, UCADA, and if the complaint is found to be genuine, the Operator shall take appropriate action as directed by the CEO, UCADA. The bidder / Operator will be required to promptly furnish information as sought by CEO, UCADA or his authorized representative.
25. The operator shall be responsible to maintain the record and clear all tax liabilities whatsoever may be required under law and also as may be prescribed during the currency of the license period. Any neglect or omission shall hold the operator liable under law.
26. The license shall be co-terminus with the expiry or afflux of the Yatra period and other conditions specified in the Agreement.
27. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.
28. The UCADA shall not be liable for what-so-ever consequences arising out of any accident, incident, mishap, or any event relating to the operation of the helicopter services of the Operator, who shall be solely and exclusively liable for any injury, damage or liability of any kind arising directly or indirectly out of its operations.
29. In case any matter related to deficient heli services is filed by the intending Yatri in any Court of Law/ Forum, it will be the sole liability and responsibility of the Operator to defend the case and pay any compensation/ fine/ refund/ any other such money as may be awarded

by the concerned Court/ Forum. In such a case the entire liability shall be of the Operator and UCADA shall not be responsible for the liability/ consequences whatsoever.

30. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by CEO UCADA.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Dehradun only.

31. The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.

All disputes in this connection shall be settled in Dehradun jurisdiction only.

32. UCADA reserves the right to cancel this tender or modify the requirement.
33. UCADA also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective parties to be kept informed about it.
34. Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Operator and UCADA, during the period of the contract. Any default of any terms and conditions of the tender will result in Prejection of the bid and forfeiture of EMD/Security deposit, accordingly.
35. NOTE: All the above mentioned work as per tender document is indicative and not exhaustive.
36. Any violation of the Terms and Conditions shall hold the Operator liable for the termination of its license, forfeit of the security deposit, or any other such action as the CEO, UCADA may consider appropriate.
37. Few points such as prior complaint against the operators will also be taken into consideration while awarding the contract.

38. Chief Executive Officer, UCADA shall have the absolute right to reject any bid or all the bids, without assigning any reason, whatsoever and the decision of the CEO will be final and binding. An undertaking to this effect is to be submitted along with the bid.

Chief Executive Officer UCADA

APPENDIX 1

COVERING LETTER FOR SUBMITTING BID

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date:

To,

□

Uttarakhand Civil Aviation Development Authority

□,

Dehradun-□.

Re: Selection of Helicopter Shuttle Service Operator for [name of Specific Route] route

Sir/Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements set out in the Bid Document and information provided therein, the undersigned hereby submits the Bid for the Project referred above.

We are enclosing our Bid including Key Submissions, Qualification Information and Financial Bid in one original plus one copy, with the details as per the requirements of the Bid Document, for your evaluation.

We confirm that our Bid is valid for a period of time of **twenty four (24) weeks** from _____ (Bid Due Date).

The undersigned hereby also declares that the statements made and the information provided in the Bid is complete, true and correct in every detail.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

DETAILS OF BIDDER

1.
 - (a) Name
 - (b) Country of Incorporation
 - (c) Address of the registered office, corporate headquarters and its branch office(s), if any, in India
 - (d) Date of incorporation/registration and / or commencement of business
2. Brief description of the Company/firm including details of its main lines of business.
3. Details of individual(s) who will serve as the point of contact / communication with GMVN
 - (a) Name :
 - (b) Designation :
 - (c) Company/firm :
 - (d) Address :
 - (e) Telephone No :
 - (f) E-mail Address :
 - (g) Fax No :
4. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Address :
 - (d) Telephone No .
 - (e) E-mail address :
 - (f) Fax No :

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID*(On a Stamp Paper of relevant value)***POWER OF ATTORNEY**

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Helicopter Shuttle Service Operations on the [mention name of Specific Route] for which Bid is invited by Uttarakhand Civil Aviation Development Authority (hereinafter referred to as UCADA), including signing and submission of all documents and providing information/ responses to UCADA, representing us in all matters before UCADA, and generally dealing with UCADA in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2020

For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

(Signature)

(Name, Title and Address)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date.

Notes:

- To be executed by the any of the partners/ Directors as the case may be
- 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.
- Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Bid is signed by an authorised Director/Representative, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
- In case the Bid is executed outside India, the Bidder has to get necessary authorisation from the Consulate of India.

FORMAT FOR AFFIDAVIT OF CLEAN LEGAL RECORD

To Whom it may Concern

This is to certify that our Company or any member of the Management including Directors/Owner has not done any fraudulent practices, blacklisting of tickets, not imposed any penalty by DGCA or no case has been contemplated against them in the State or Country.

Name and Designation of Authorized Signatory

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this _____ Day of _____, 2020

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

- To be executed by all the Members in case of Consortium.
- To be executed by all the partners in case of partnership firm

FORMAT FOR PROJECT UNDERTAKING

[On the Letter head of the Bidder]

To,
[]
Uttarakhand Civil Aviation Development Authority
[],
Dehradun-[]

Re: Selection of Helicopter Shuttle Service Operator for [name of Specific Route] route

We have read and understood the Bid Document in respect of the captioned project provided to us by UCADA.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the proposed License Agreement, the key terms of which also form a part of the Bid Document provided to us.

Dated this _____ Day of _____, 2020.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

- To be signed by one of the partner in case of partnership firm

FORMAT FOR BID SECURITY

(To be issued by a Scheduled Bank having a branch in Dehradun, India)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of 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 its, successors and assigns;

In favour of

_____, Uttarakhand Civil Aviation Development Authority (hereinafter called “UCADA”), having its office at _____,

_____ which expression shall unless it be repugnant to the subject or context thereof include its , successors and assigns;

WHEREAS

- A. M/s. _____ Ltd³, a Company incorporated under provisions of the Companies Act, 1956/registered partnership/proprietorship firms having its registered office at _____ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, has/have bid for Operation of Helicopter Shuttle Service for [name of route] route (hereinafter referred to as “the Project”).
- B. In terms of Clause 2.12 of the Bid Document dated _____ issued in respect of the Project (hereinafter referred to as “Bid Document”) the Bidder is required to furnish to UCADA an unconditional and irrevocable Bank Guarantee for an amount of Rs _____/- (Rupees _____ only) as Bid Security.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

(a) The Guarantor, as primary obligor shall, without demur, pay to UCADA an amount not exceeding Rs _____/- (Rupees _____ only), within 5 days of receipt of a written demand from UCADA calling upon the Guarantor to pay the said amount and stating that the

³ Insert name of the Successful Bidder (a company/partnership/proprietorship firm) as the case may be. In case of Consortium, name of the Lead Member shall be inserted.

Bid Security provided by the Bidder has been forfeited in terms of Clause 2.12.3 of the Bid Document.

- (b) Any such demand made on the Guarantor by UCADA shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- (c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of UCADA is disputed by the Bidder or not.
- (d) This Guarantee shall be irrevocable and remain in full force for a period⁴ of _____ months from (date⁵) _____ or for such extended period as may be mutually agreed between UCADA and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- (e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- (f) In order to give full 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 Bid Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by UCADA against the Bidder or any indulgence shown by UCADA to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of UCADA or any indulgence by UCADA to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- (g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised 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 Mr/Ms _____
its _____ and authorised official.

⁴ Duration of the Bid Validity Period as per clause 2.13
⁵ Bid Due Date

GUIDELINES FOR PROVIDING INFORMATION RELATED TO BID

It may be noted that in the absence of any detail from the certificates specified in the following paragraphs, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score

Using the format below, provide information on each reference assignment along with a client certificate or suitable supporting documentation.

Sl. No	Particulars of information	To be filled by the
1.	Name of the Bidder (Proof of possession of offered Helicopters i.e. Registration Certificate /Lease Agreement to be provided)	
2.	Is your Company holding NSOP from the Regulatory Authority (please attach copy of the same) Date of Initial issue:	
3.	Average Annual turnover of the Bidder relating to helicopter operations for the last three Years as per audited balance sheet, (Rs Two Crore Fifty Lakhs per annum) Copy thereof to be attached.	
4.	Location of the Helipad from where the Operations to be carried out and proof of its Ownership or Lease.(to be attached)	
5.	Annual Safety / Surveillance Audit Report for last two years issued by DGCA. (Copies to be enclosed)	2018, 2019
6.	Detail of Bid Security Deposit of Rs.5.00 lakh. (Instrument No and date etc)	
7.	Duration of validity of bid (should not Be less than one year)	
8.	Number and Types of Helicopters offered: a. Call Sign/Registration Number of the helicopter: b. Year of Manufacture: c. Manufacturer's Name: (Proof to be enclosed)	
9.	Capacity of helicopters offered: i. Passenger seats available in each helicopter ii. Number of seats offered in each helicopter (excluding crew and attendant) – Min. 06 Seats to be offered.	
10.	Date of issue of Certificate of Air worthiness for each helicopter: (Proof to be attached)	
11.	Date of expiry of Certificate of Airworthiness:	
12.	Copy of hull and crew insurance, indicating Certificate No and its validity:	

13.	Bidder's total fleet of helicopters(with Type and Call Sign):	
14.	Whether the general Terms & Conditions fully acceptable:	
15.	Confirmation regarding provision of the Insurance Cover for helicopter passengers and third party. (undertaking) (Copy of the Policy/Certificate to be attached)	
16.	Confirmation that the bidder shall abide By the requirements laid down by Civil Aviation Regulatory Authority in India: (undertaking)	
17.	Notarised Affidavit stating that Company/Firm is not blacklisted by Government of India or any State Government as per Annexure 3 B	

Note: All the _____

Name _____

Designation _____

Date _____

(Authorized Signatory)

FORMAT FOR FINANCIAL CAPABILITY # OF THE APPLICANT

(Equivalent in Rs. Crore)

Applicant*	Net Worth	Annual Income			
	Year 1 (As on -----)	Year 1 (From ---- to ----)	Year 2 (From ---- to ----)	Year 3 (From -- -- to ----)	Average
Total					

The Applicant should provide the Financial Capability based on its own financial statements. Financial capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

*

General Instructions:

1. Net Worth
 - For Company = (Subscribed and Paid-up Capital fund + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off)
 - For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners - (Revaluation reserves + Miscellaneous expenditure not written off)
 - For Proprietorship Firm = Aggregate of Proprietor' capital account + Reserves - Aggregate of drawings by proprietor - Aggregate of advances to proprietor - (Revaluation reserves + Miscellaneous expenditure not written off)
2. Annual Income = Total revenues net of indirect taxes as indicated in the annual financial statement
3. The financial year would be the same as followed by the Applicant for its annual report. Year 1 will be the latest completed financial year for which the audited balance sheet is available. Year 2 shall be the year immediately preceding Year 1. Year 3 shall be the year immediately preceding Year 2.
4. The Applicant shall provide the audited annual financial statements as required for this BID Document. Failure to do so would be considered as a non-responsive bid.
5. The Applicant should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

FORMAT FOR FINANCIAL PROPOSAL

Date :
 To,
 [],
 Uttarakhand Civil Aviation Development Authority
 [],
 Dehradun-[]

Re: Selection of Helicopter Shuttle Service Operator for [name of Specific Route] route

Sir/Madam

We are pleased to submit our Financial Proposal for captioned Project.

Description	Bid Amount (Rs) in figures	Bid Amount (in words)
Maximum One-Way Tariff		

We have reviewed all the terms and conditions of the Bid Document including the Key Terms of the License Agreement and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the BID Document.

..... Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*
- *The Maximum One-Way Tariff quoted shall be upto two different non-zero digits of decimal.*
- *In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.*

HELIPAD LIST (Table A)

S.NO	HELIPAD NAME	LOCATION
1	GLOBAL VECTRA HELIPAD, KANHA	SITAPUR (SERSI)
2	HERITAGE AVIATION	SERSI
3	HIMALAYAN HELI SERVICES	SERSI
4	SONA AVAIATION PVT. LTD	SERSI
5	SIMM SAMM AVIATION	SITAPUR (SERSI)
6	NARAYAN DHAM	SITAPUR (SERSI)
7	STATE GOVT.	KEDARNATH (BEHIND SHRINE)
8	STATE GOVT.	KEDARNATH OLD LOCATION
9	PINNOLA HELIPAD	GOVINDGHAT, CHAMOLI
10	GOVINDGAHT DECCAN HELIPAD	GOVINDGHAT, CHAMOLI
11	GHANGARIA HELIPAD	STATE GOVT, GHANGARIA

AGREEMENT

This Agreement is made the _____ day of _____ 2020

BETWEEN: UTTARAKHAND CIVIL AVIATION DEVELOPMENT AUTHORITY ('UCADA'), GOVERNMENT BOOKING AGENCY GMVN

AND

Heli Operators Operating shuttle services for Shri Kedarnath Ji for landing at Shri Kedarnath Ji Helipad.

BACKGROUND

- A. The Government of Uttarakhand incorporated Uttarakhand Civil Aviation Development Authority (UCADA) in the year 2013 with the objective to develop civil aviation sector in the state on a sustainable model.
- B. Every year several private Helicopter Operators provide services to pilgrims for travelling to Shri Kedarnath, Shri Badrinath, Gangotri, Yamunotri and Shri Hemkund Sahib in Uttarakhand.
- C. UCADA has given permission to the M/S..... for operating shuttle services for Shri Kedarnath Ji/Shri Hemkund Sahib through an open tender from the sector namely..... @ of Rsfor one side.
- D. It was also decided by UCADA that the boarding of tickets for those shuttle services will be done by the UCADA/Govt Agency.

TERMS AND CONDITIONS

- A. UCADA will be the facilitating the booking and is merely providing the service of booking of tickets to the pilgrims.
- B. Heli-operators are responsible to obtain all the licenses and government clearance to operate as heli-service providers in the state.
- C. Heli-operators are responsible to maintain necessary facilities i.e. water, electricity and general public utility, Internet and other facilities as mentioned in the tender document at approved helipads in the state.
- D. The pricing of the tickets will be decided by the UCADA through open tender.
- E. The service provider heli-operators will provide services to the pilgrims on the tickets issued by the UCADA.
- F. The entire amount collected by UCADA from the pilgrims as ticket charges shall be deposited in a separate bank account opened for this purpose only and will be

transferred to the operators account in T+3 days on the basis of the report certify by the operator. Account number of operatorand UCADA.....

- G. UCADA will raise the bills to operators for royalty and other charges as mutually decided by the state government.
- H. The ticket price charged from the pilgrims inclusive of all the charges consist of royalty, GST or any other applicable levies.

TAXES AND LIABILITY

- A. The liability to run the helicopter and take the pilgrims to the desired destination lies on the private Helicopter Operators.
- B. UCADA will not be responsible for any cancellation of the helicopter services and the heli-operators are bound to provide services to the pilgrims purchased tickets from UCADA.
- C. All the charges or cost of cancellation to be borne by the private Helicopter Operator
- D. The liability of GST on amount collected as ticket charges is of the service provider i.e. private Helicopter Operator. They have to registered for GST in Uttarakhand.
- E. Liability of GST on tickets will be borne by the operator.
- F. UCADA would be responsible to deposit GST on the Royalty amount received by it from the private Helicopters.
- G. UCADA shall not be responsible for any default made by the private Helicopter Operators in paying it's tax liabilities.

DISPUTES, IF ANY

- A. UCADA is government enterprises and are working good faith for the private Helicopter Operators. Any dispute arising on the said issue shall be resolved mutually or be subject to jurisdiction in the state of Uttarakhand.

UTTARAKHAND CIVIL AVIATION DEVELOPMENT AUTHORITY
Sahastradhara Helidrome Dehradun, P.O Kulhan,
Pincode 248013 Tel. 0135 2608981

Letter No.2086 /UCADA/2020

Dt. 25 April. 2020

TENDER DOCUMENT FOR PROVIDING SHUTTLE SERVICES FOR
SIRSI TO SHRI KEDARNATH JI YATRA 2020

Last Date for submission of Tender : **06.05.2020** Time : 14.00 hrs
Date for Pre-Bid Meeting : **30.04.2020** Time : 14:30 hrs
Date of opening of Tenders : **As Follows-**
Technical Bid : **06.05.2020** Time : 15:00 hrs

Financial Bid will be intimated by e-mail to the technically qualified bidders.
Tender Documents (Technical & Financial) are to be uploaded on
<https://uktenders.gov.in> by 14: 00 hrs 06-05-2020.

(Above all activities will be at UCADA office Dehradun)

For more details please visit the official website www.ucada.in

Uttarakhand Civil Aviation Development Authority

Sahastradhara Helidrome, Mussoorie by pass

P.o Kulahan, Dehradun, Uttarakhand 248001

CEO,
UCADA