

Uttarakhand Civil Aviation Development Authority  
October 2021

**REQUEST FOR PROPOSAL (RFP)  
FOR HIRING OF TWIN ENGINE  
HELICOPTER FOR VVIP/ VIP/ OTHER MOVEMENT  
21 October 2021**

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

***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 the 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.

## TENDER SCHEDULE

**Subject: REQUEST FOR PROPOSAL (RFP) FOR HIRING OF HELICOPTER FOR VVIP/VIP/OTHER MOVEMENT**

<b>Date of downloading RFP document</b>	From 05:00 PM on 22/10/2021
<b>Pre-proposal meeting</b>	11:00 AM on 28/10/2021
<b>Last date for seeking clarification, if any</b>	Upto 05:00 PM on 28/10/2021
<b>Start date and time for uploading of proposals in e-Procurement platform</b>	05:00 PM on 22/10/2021
<b>Last date and time for uploading of proposals in e-Procurement platform</b>	10:00 AM on 08/11/2021
<b>Time and date for opening of Technical Proposals</b>	11:00 AM on 08/11/2021
<b>Time and date for opening of Financial Proposals</b>	04:00 PM on 08/11/2021
<b>Place for 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

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**

## **I. INTRODUCTION**

### **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.

### **2. Objective & Scope**

The objective of is to provide safe, economical and continuous helicopter services to VVIP/VIPs/ etc.

### **3. Roles and Responsibilities**

The Operator shall be responsible for the following:

- (i) Operate regular helicopter services, while ensuring the safety of passengers and adhering to DGCA prescribed rules & guidelines and industry best practices.
- (ii) Own/ lease at least one helicopter on a continuous basis for service being operated.
- (iii) Adhere to the terms and conditions specified in the Agreement
- (iv) Abide by the direction given by UCADA from time to time

### **4. Brief Description of Bidding Process**

- (i) UCADA intends to adopt single stage 2 cover (technical +financial) bidding process for selection of the Successful Bidder.
- (ii) 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.

## II. INSTRUCTIONS TO BIDDERS(ITB)

1. Uttarakhand Civil Aviation Development Authority (UCADA) invites proposals through e-procurement portal for providing services for the captioned subject as per details given in this document in accordance with Uttarakhand Procurement Rules, 2017.
2. Detailed Scope of Work / Services are given before commencement of Annexures Section.
3. **General Eligibility-cum-Qualification Criteria:**
  - (i) Should be a legal entity as per Indian Law.
  - (ii) Should have been in existence for minimum of three years prior to last date for proposal submission.
  - (iii) Should have PAN and GST registration.
  - (iv) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 2.
  - (v) Affidavit as per format provided in Annexure – 5.
  - (vi) 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.
  - (vii) Average Annual Financial Turnover during any three financial years of 2017-18, 2018-19, 2019-20 & 2020-21 for not less than Rs. One crore as per Annexure - 8 (CA certificate)  
(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.)
  - (viii) 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, Past Performance etc.
  - (ix) The Bidders eligible for participating in the bidding process shall be a Single Business Entity and/or a consortium.
  - (x) For the purpose of this Bid, a Business Entity shall mean the following:
    - (a) A registered partnership/ sole proprietorship firm<sup>1</sup>
    - (b) A Company registered in India under the provisions of the Companies Act, 1956 & 2013 or under the equivalent law in the case of a foreign Company.
  - (xi) Any entity which has been debarred by UCADA, Government of Uttarakhand (GoUK), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoUK/SG/GoI from operating helicopter services and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.
  - (xii) 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

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<sup>1</sup>aregisteredpartnership/proprietorshipfirmshouldfurnishincometaxreturnsforthelastthreefinancial years or registration under the registrar of firms and the partnership deed in case of partnership firm executed between the partners.

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:

- (a) 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 director or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a share holding 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 share holding of such intermediary; or
- (b) 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
- (c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (d) 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
- (e) 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.

#### 4. **Technical Eligibility Criteria (Technical bid)**

- (i) The bidder should have a Non Scheduled Operators Permit (NSOP)
- (ii) The bidder should have a valid proof of OWNERSHIP or on lease of at least ONE aircraft of minimum 2 (pilots) + 5 (passenger) seats. Such aircrafts should already be present in India and registered with DGCA
- (iii) Bidder shall submit Certificate of Registration and Certificate of Airworthiness aircraft, issued by the DGCA.
- (iv) 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 and should remain valid up to 31<sup>st</sup> December, 2021 (supporting documents of NSOP to be enclosed in Technical bid).

- (v) The Bid should include certified true copies of ownership/ lease documents for each helicopter. In case of a helicopter being taken on lease, the Bidder should also furnish affidavits from the owners of each such helicopter stating that the same has been leased exclusively to the Bidder for the duration of the contract period. Without prejudice to any other right available to UCADA, any false declaration/ misrepresentation regarding ownership/leasing of helicopter 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.
  - (vi) Copies of currently valid C of A, C of R, and Weight Schedule issued by DGCA and other competent authorities, for the operation must be furnished along with the Technical Bid
  - (vii) The Bidder must have sufficient Pilots (as per operation requirements) cleared by DGCA for Hill flying Operations and VVIP/ VIPs/Other flying as on date of bid submission (Authentic documents to be furnished in Technical bid).
  - (viii) All helicopters offered by bidder should have capability to land at all specified helipads with minimum 2 + 5 passengers as per DGCA norms and should be air worthy as per DGCA norms for hill operations.
  - (ix) The Bidder must comply with all the mandatory certifications, approvals from the DGCA and other competent authorities.
  - (x) 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 will be imposed as decided by CEO UCADA. If due to technical issue helicopter is not in working condition than replacement will be provided immediately by the helicopter operator.
  - (xi) The helicopter offered should be a Twin-Engine Helicopter.
  - (xii) The helicopter offered should have a range of at least 150NM (Nautical Miles) with 05 passengers from a helipad at 2000ft AMSL at ISA +30degree temperature.
  - (xiii) The helicopter should be capable of operating up to 11000 fts with at least 03 passengers with a safe endurance of 45 minutes at ISA +20degree.
  - (xiv) All helicopter operations will be undertaken with two pilots.
  - (xv) Both pilots should be in a possession of current CHPL/ATPL.
  - (xvi) The pilots should have minimum flying experience of 500 hours as PIC on the helicopter including 10 hours of Night Flying and not less than 75 hours as PIC on type of helicopter offered.
  - (xvii) All regulations spelt out in CAR section – 8, Series – A, Part – i; CAR Section – 8, Series – O, Part – 4 and CAR Section – 8, Series – H, Part – ii will be adhered with.
5. Tender fee of Rs. 5900/- (Rs 5000/-+ GST@ 18%) to be paid online as per details given below before technical proposal submission. **In case of non-payment within this time and / or for lesser value, the proposal shall be summarily rejected.**
- (i) Bank details for **net banking** are:
    - (a) Beneficiary name – UCADA (Uttarakhand Civil Aviation Development Authority)
    - (b) Bank's name – IDBI Bank
    - (c) Account Number - 0070104000293327
    - (d) Branch – Rajpur Road, Dehradun
    - (e) Address – Rajpur Road, Dehradun
    - (f) IFSC – IBKL0000070
    - (g) GST No. – 05AAAAU5634K1DM.
    - (h) PAN – AAAAU5634K

- (ii) 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 as per rule.
6. Earnest Money:  
Bidders who are not eligible for exemption from payment of EMD are also exempted from submission of EMD provided they submit on their own letterhead “**Bid Security Declaration**” (Annexure- 13) as per latest GO of Finance Department, State Government (GO No. – 121(1)/xxvii(7)/21-32/2007 dated 29 Apr 2021).
7. Performance Security:  
As per latest GO of Finance Department, State Government (GO No. – 121(1)/xxvii(7)/21-32/2007 dated 29 Apr 2021), it will be Rs 3 Lac.
8. Proposal Preparation Cost:  
The Bidder 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:  
Bidders requiring any clarification on the tender document through e-mail to [ucadadoon@gmail.com](mailto:ucadadoon@gmail.com) with CC to [financecontrollerucada@gmail.com](mailto:financecontrollerucada@gmail.com) and [ops.ucadadoon@gmail.com](mailto:ops.ucadadoon@gmail.com) prior to the time and date given in the Tender Schedule (Page – 1).
10. Amendment of RFP Document:  
(i) 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 Bidder, modify the proposal document through Addendum / Corrigendum which will be posted on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) and /or on the website of UCADA.  
(ii) In order to afford Bidders reasonable time in which to take an Addendum / Corrigendum into account, or for any other reason, UCADA may, at its own discretion, extend the Proposal Due Date.
11. Validity of Proposal:  
(i) 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.  
(ii) Prior to expiry of the original Proposal Validity Period, UCADA may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Proposal Security. The Proposal of any bidder refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the Proposal Security will not be allowed to modify its Proposal, but would be required to extend the validity of its Proposal Security for the period of extension.
12. Pre-Proposal Meeting:  
(i) To clarify and discuss issues with respect to the work and the proposal, a Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given on Page no. 3 of this document, subject to required permissions on account of situation arising out of COVID 19. In



addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request. Attendance of the bidders at the Pre-Proposal meeting is not mandatory. But it is highly recommended to attend for understanding the provisions of RFP and Selection process.

- (ii) During the course of Pre-Proposal conference, 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. Bidders may note that UCADA will not entertain any deviations to the proposal Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal Document 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) and/or website of UCADA.
  15. Format and Submission of Proposal:
    - (i) Service Providers would provide all the information as per this proposal Document and in the specified formats. UCADA reserves the right to reject any Proposal that is not in the specified formats.
    - (ii) The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
    - (iii) Covering Letter as per format given in Annexure – 9.
    - (iv) Technical proposal folder should include:

**All the documents required as per this RFP except Financial Proposal.**  
**No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.**
    - (vi) Bidders are requested to upload the documents with scanning resolution of minimum 100 dpi.
    - (vii) Financial proposal folder:

As per BoQ in the financial folder.(Attached herewith)
    - (viii) 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.
    - (ix) **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 be rejected.**
    - (x) **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.
    - (xi) The Service Provider is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Service Provider's risk and may result in rejection of its proposal.

- (xii) The (a) **Original Power of Attorney** (as per format), (b) **Original Affidavit** (as per format), (c) **Original affidavit for litigation history** (as per format) and (d) **Bid Security declaration** (as per format) shall be submitted in person or through registered post / speed post / courier to Chief Executive Officer, Uttarakhand Civil Aviation Development Authority (UCADA), Sahastradhara Helidrome, Mussoorie by pass, P.O. Kulhan Dehradun-248001, Uttarakhand, within the last date for proposal submission. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. **In casethese original documents are not received within this time, the proposal may be summarily rejected by the committee. No other original documents are required at this stage.**

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

- (i) The Bidder 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.
- (ii) 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 Proposal Security.

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:**

- (i) Bidders' representatives who choose to be present may attend the Proposal opening.
- (ii) 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:**

- (i) In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously. In addition, it may also result in declaring the proposal as invalid and blacklist such bidders for three years from the date of proposal opening.
- (ii) 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:**

- (i) To assist in the process of evaluation of proposals, UCADA may, at its sole discretion, ask any Bidder 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 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 fax or whatsapp.
- (ii) 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 bidders; 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 Bidder.

- (iii) Bidders shall fill up the required information as per the prescribed Proposal form. If any Bidder does not fill up the information properly, UCADA has a right to reject such Proposals.

## 22. **Proposal Evaluation:**

- (i) To assist in the examination, evaluation and comparison of proposals, UCADA may utilize the services of consultant/s or advisor/s.
- (ii) 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 three financial years considered for financial capability will be declared as successful Service Provider. **If any heli operator other than L-1 submits in writing their consent to work on the same rate and terms & conditions as of L-1 then that operator too will be empanelled for VVIP/ VIP/ etc. movement. But whenever need will arise, firstly work order will be issued to L-1 and if he denies, the work order may be issued to other empanelled heli operators.**
- (iii) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (iv) With regard to eligibility and post-qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Tender Evaluation Committee shall be final and binding on all Service Providers.
- (v) 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:**

- (i) 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.
- (ii) UCADA reserves the right to reject any Proposal including that of the Preferred bidder if:
  - (a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any bidder is established, the bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such bidder as per the prevailing laws, OR
  - (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- (iii) If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Bidder gets disqualified / rejected, then UCADA reserves the right to:
  - (a) either invite the next ranked Service Provider to match the Financial Proposal submitted by the Successful Bidder; OR
  - (b) 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 lowest evaluated responsive bidder.

**25. Notifications:**

- (i) Upon acceptance of the Financial Proposal of the Preferred Service Provider with or without negotiations, UCADA shall declare the Preferred Service Provider as Successful Service Provider.
- (ii) 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.

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

Within two (2) days from the date of issue of the NOA, the Successful Service Provider shall confirm acceptance of NOA.

**27. Execution of Contract:**

- (i) The Successful Service Provider shall execute the Contract within two (2) days of the issue of LOA or such time as approved by UCADA.
- (ii) The draft Contract is given in Annexure - 11
- (iii) UCADA will promptly notify other Service Providers that their Proposals have been unsuccessful.

**28. Performance Security:**

- (i) Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for an amount equivalent to 3% of estimated service fees (Rs 3 lac) for one year of operation including GST quoted by the Service Provider by way of DD or Banker's cheque payable in favour of "Chief Executive Officer, UCADA" at Dehradun or an irrevocable and unconditional Bank Guarantee (Annexure -12) issued by a scheduled bank located in India in favour of UCADA with validity for 60 (sixty) days beyond the Contract period:
- (ii) The Performance security shall be forfeited and en-cashed in the following cases:
  - (a) If the Successful Service Provider withdraws midway during the work completion.
  - (b) Any other act or acts of the successful Service Provider which renders the work un-operational and UCADA finds sufficient reasons to forfeit the performance guarantee.
- (iii) 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 responsive proposal or call for new proposals as decided by CEO, UCADA.

**29. Blacklisting for failure to sign the Contract or its execution:** Withdrawing the proposal or failure to sign the Contract or its execution after signing shall result in blacklisting of the bidder, in addition to forfeiture of EMD or Performance Security, if already submitted.

**30. Debriefing and Appellate:**

- (i) Any bidder may request in writing to CEO, UCADA for debriefing after award of contract.

**31. Contract Management and Dispute Resolution Committee:**

- (i) Addl. CEO, UCADA - Chairperson
- (ii) Finance Controller, UCADA - Member
- (iii) Head Of Operations, UCADA - Member

CEO / ACEO, UCADA may co-opt / invite expert for consultation and advice, whenever required.

## SCOPE OF SERVICES

The scope of the Project shall mean and includes, during the agreement Period:

- (i) Managing the air service operations using aircraft which shall have up to 2+5 passenger seats, on schedule as decided by GoUK from time to time
- (ii) Ensuring safety and security of the passengers using the air services.
- (iii) The aircrafts used for air services shall not be more than 10 years old. Such aircrafts shall be present in India at the time of submission of bids.
- (iv) Performance and fulfilment of all obligations of the Operator in accordance with the provisions of the AOA and matters incidental thereto or necessary for the performance of any or all of the obligations of the Operator under the Agreement.
- (v) Each selected operator will have to enter into an agreement with valid NSOP operator to provide a substitute helicopter, failing which his contract would be cancelled.
- (vi) If the services are not started after 02 days of Letter of Award its performance security will be forfeited and permission for future services may also be cancelled.
- (vii) The successful bidder should submit the copy of tech log and part of the boarding pass at the end of each calendar month.
- (viii) Manifest should be submitted per trip to the representative of UCADA.
- (ix) 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 alternate operator.
- (x) As the tender is up to 31 Dec 2021 (Extendable), therefore each operator has to keep its NSOP valid for the period of operation.
- (xi) The Successful Bidder, upon commencing operations (hereinafter referred to as 'Operator') shall possess on a continuous basis, a minimum of one owned or leased helicopter it operates on. The Operator shall procure and maintain, all the clearances from all government authorities/ agencies/ departments that may be required to lawfully 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.
- (xii) 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 becomes unworthy of flight, is sold/ transferred or the lease for the same gets terminated.
- (xiii) 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) Whenever required, the Operator shall obtain due clearance from nearest Indian Air force Base, as well as Metrological information from the detachment based at the relevant stations.
  - (e) Spare Forms for reporting the incidents/occurrences must be available with the operating Pilots.

- (f) The number of persons on-board 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.
- (g) 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.
- (h) Change of crew will not be allowed with rotor “on” position.
- (xiv) 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.

## CONDITIONS OF CONTRACT

### **1. Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "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;
  - (b) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
  - (c) "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.
- 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 prevalent Law of the State or India.
- 2.4 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.) for a minimum of amount laid down by the prescribed authority.
- 2.5 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.
- 2.6 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.

**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 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.

**4. Payment:**

- 4.1 The payment due to Service Provider shall be paid on a fortnightly basis for the services rendered during the previous calendar month.
- 4.2 Every efforts are to be made to ensure that the payment is made within 7 days from the date of submission of invoice with all the supporting documents required / acceptable to UCADA duly verified and approved by the designated officer.

**5. Commencement of Services:**

The Service Provider shall provide all the services agreed upon within 02 (Two) days from Letter of Award.

**6. Period of Contract:**

Up to 31 Dec 2021 (Extendable) from signing of the Contract. It may be extended for further period, as per requirement.

**7. Contract Amendments:**

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

**8. 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.

- 9. **Ownership of the data:** The data collected during the services delivered shall be exclusive property of UCADA and Service Provider shall share this data with UCADA as and when required. The Service Provider shall not share with anyone without prior written permission of UCADA, except under the circumstances obliged in accordance with law.

**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 as per the provision of the Uttarakhand Procurement rule. Thereafter, UCADA has the option to terminate the Contract and encash full amount of the Performance Security.

**11. Obligation of UCADA:**



UCADA shall provide recommendation letters to any authority for smooth implementation and operation of the system in favour of the Service Provider. However, the Service Provider has to take all necessary approvals including clearances required to operate.

**12. Termination for Default:**

- 12.1 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 during the Contract period; or
  - (ii) if the Service Provider fails to perform any other obligation(s) under the Contract.
  - (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.
- 12.2 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.

**13. 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, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of *Force Majeure*.

**14. Settlement of Disputes:**

- 14.1 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 through the Contract Management and Dispute Resolution Committee.
- 14.2 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 an 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.
- 14.3 All disputes shall be subject to jurisdiction of courts in Dehradun.
- 14.4 Dispute resolution will be done by dispute resolution committees formed by UCADA as per Government rules.
15. No landing and parking or royalty charges shall be levied by UCADA. Landing and parking charges or any other charges incurred at other places will be paid by UCADA as per actual amount.
16. The base of helicopter will be at Doon Helidrome Sahastradhara, Dehradun.

**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 :

**FORMATFORPOWEROFATTORNEYFORSIGNINGBID**  
(On a Stamp Paper of relevant value)

**POWEROFATTORNEY**

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

\_\_\_\_\_asourattorney,todoournameandonourbehalf,allsuchacts,deedsandthingsnecessaryinconnectionwithorincidentaltoourBidforHelicopterShuttleServiceOperations 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 andsubmissionofalldocumentsandprovidinginformation/responsetoUCADA,representingusinall mattersbeforeUCADA,andgenerallydealingwithUCADAinallmattersinconnectionwithourBid 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 \_\_\_\_\_ 2021  
For\_\_\_\_\_

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

Accepted

(Signature)

\_\_\_\_\_ Signature)

(Name, Title and Address)

(Name, Title and Address of the Attorney) Date.

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

**Accepted**

.....

**(Signature)**

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 authorized 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 authorization from The Consulate of India.

**FORMATFORAFFIDAVITOFCLEANLEGALRECORD**

**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

**BIDDERS ARE REQUESTED TO FILL-IN CORRESPONDING PAGE NO. FOR EASY REFERENCE**

<b>Sl. No</b>	<b>Particulars of information</b>	<b>Page No.</b>
1.	Tender Fee	
2.	Bid Security Deposit	
3.	Proof of legal entity	
4.	GST Registration	
5.	Power of Attorney for signing of proposal	
6.	Affidavit	
7.	Past Experience	
8.	Financial Turnover and Net Worth Certificate	
9.	Consortium / JV MoU / Agreement	
10.	Helicopters Registration Certificate/ Lease Agreement	
11.	NSOP from the Regulatory Authority	
12.	Annual Safety/ Surveillance Audit Report for last two years issued by DGCA	
13.	Details of Helicopters offered: a. Call Sign/ Registration Number: b. Year of Manufacture: c. Manufacturer's Name: d. Passenger seats available	
14.	Certificate of Airworthiness for each helicopter:	
15.	Hull and crew insurance Certificate	
16.	C of A, C of R, Weight Schedule, etc. issued by DGCA and other competent authorities	
17.	Details of Pilots	

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

**AFFIDAVIT**

I / We, ..... who is / are Authorised to sign and submit the proposal against your tender [ 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 Providers 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 as on the last date of proposal submission.

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 the irrespective 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 1 (one) year 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 there from, before or after the execution there of, 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 subclause(d)of Clause 1.2.6,engaging in any manner what so ever, whether during the Bidding Processor 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 UCAD A 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 undertake 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 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 should be positive.
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 I 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.
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 Covering Letter \*\*\***

To  
The CEO  
Uttarakhand Civil Aviation Development Authority (UCADA)  
Sahastradhara Helidrome, Mussoorie by pass,  
P.O. Kulhan Dehradun-248001, Uttarakhand

Dear Sir,

**Ref.: REQUEST FOR PROPOSAL (RFP) FOR HIRING OF HELICOPTER FOR VVIP/VIP/OTHER  
MOVEMENT**

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 6) and Anti-Collusion Undertaking (Annexure – 7) 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 ....., 2021.

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 of e-portal.

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2019 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., **REQUEST FOR PROPOSAL (RFP) FOR HIRING OF HELICOPTER FOR VVIP/VIP/OTHER MOVEMENT** (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 (UCADA) Sahastradhara Helidrome, Mussoorie by pass, P.O. Kulhan Dehradun-248001, Uttarakhand here in after 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 for **REQUEST FOR PROPOSAL (RFP) FOR HIRING OF HELICOPTER FOR VVIP/VIP/OTHER MOVEMENT** for a period up to 31 Dec 2021 (here in after 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 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 Shri \_\_\_\_\_

it's \_\_\_\_\_ and authorised official.

**BID SECURITY DECLARATION**

We, M/s. .... having its registered office at .....the under signed, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We Accept that we will automatically be suspended from being eligible for bidding in any contract with UCADA for a period of 5 (five) years starting on the date we receive a notification from the UCADA, if we are in breach of our obligations(s) under the bid conditions because we:

- (a) Have withdrawn our bid during the period of bid validity specified in the form of Bid; or
- (b) Having been notified of the acceptance of our bid by UCADA during the period of bid validity, (i) fail or refuse to execute the contract, if required or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB / ITC.

We understand this Bid Securing declaration shall expire, if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the successful bidder, or (ii) 45 days after the expiration of our bid.

Dated this .....Day of ....., 2021.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- On the Letterhead of the Bidder.