

**UTTARAKHAND CIVIL AVIATION
DEVELOPMENT AUTHORITY
GOVT OF UTTARAKHAND
REQUEST FOR PROPOSAL FOR
TWIN ENGINE HELICOPTER
GLOBAL E-TENDER**

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Section 1- Glossary

Terms	Meaning
DGCA, India	Director General of Civil Aviation, India
EMD	Earnest Money Deposit
LOI	Letter of Intent
MRO	Maintenance Repair and Overhaul
GoUK	Government of Uttarakhand
UCADA	Uttarakhand Civil Aviation Development Authority
EASA	European Aviation Safety Agency
VIP	Very Important Person
IT	Income Tax
FY	Financial Year
PAN	Permanent Account Number
AMSL	Above Mean Sea Level
P & L	Profit and Loss
C of A	Certificate of Airworthiness
SLA	Service Level Agreement
CAA	Civil Aviation Authority
FAA	Federal Aviation Administration
GST	Goods & Service Tax
MAF	Manufacturer's Authorization Form
VC	Video Conference
RFP	Request For Proposal
BOQ	Bill of Quantity
CIF	Cost, Insurance and Freight
NOA	Notification of Award
HEMS	Helicopter Emergency Medical Services
HOGE	Hovering Out of Ground Effect
ISA	International Standard Atmosphere
IFR	Instrument Flight Rules
IBF	Inlet Barrier Filter
HUMS	Health and Usage Monitoring System
USD	US Dollars
MEL	Minimum Equipment List
SBI	State Bank of India
AME	Aircraft Maintenance Engineer
LOA	Letter of Award
CEO	Chief Executive Officer
P.O.	Post Office

Section 2- Background and Bid Invitation

The state Government of Uttarakhand (GoUK) through its agency Uttarakhand Civil Aviation Development Authority (UCADA) invites bids through e-procurement portal www.uktenders.gov.in from helicopter manufacturers/agencies authorized by the manufacturer, for the purchase of one twin engine multi utility Helicopter in VIP configuration for State Government use as per details given in this tender in accordance with Uttarakhand Procurement Rules, 2017. The helicopter so offered must be in conformity with the existing DGCA regulations for VIP Flying duty type certified by DGCA and EASA/FAA/CAA. Interested bidders are to submit their proposal in a two-bid format consisting of:

- a) Technical Bid
- b) Financial Bid

Financial bids of only those manufacturers who qualify in Technical Bid will be opened. The technical bid will be scrutinized by a committee formed by UCADA and the decision of the committee will be binding on the bidders and not open to questioning.

The detailed requirement of the type of twin engine Helicopter is given in the tender document.

Section 3- Tender Schedule

Date of downloading tender document at uktenders.gov.in	22/08/2023 Time 09:00 HRS
Last date to send in request for clarifications	02/09/2023 Time 11:30 HRS
Date of Pre-bid meeting	04/09/2023 Time 11:30 HRS
Start date for submission of bids	22/08/2023 Time 09:00 HRS
Last date for submission of documents physically at UCADA	22/09/2023 Time 11:00 HRS
Last date for submission of bids	21/09/2023 Time 17:00 HRS
Date of opening of technical bid	22/09/2023 Time 11:00 HRS
Date of opening of financial bid	Shall be intimated later by email to the technically qualified bidders
Place of Pre-bid meeting (VC option is also available), opening of bids and Address for communication	Uttarakhand Civil Aviation Development Authority (UCADA) Sahastradhara Helidrome, P.O. Kulhan, Dehradun-248001, Uttarakhand

Section 4- Instructions to Bidders

4.1 Eligibility and qualification Criteria:

- a) The bidder should be a helicopter manufacturer agency or an agency authorized by the manufacturer, for which it has to submit certificate of incorporation/ Authorization in technical bid.
- b) The bidder should have been in existence for minimum five years as on the last date for bid submission. **(Proof to be submitted in technical bid)**
- c) Only Manufacturers or their authorized representative/agency are eligible for bidding. Only one authorized representative/agency is permitted for each manufacturer. Only one bid is permitted for this tender either by the manufacturer or by their authorized representative/agency.
- d) Bidder is to submit only one bid and for only one type of Helicopter. Multiple bids/ inclusion of multiple helicopters in the bid will render the bidder ineligible.
- e) The bidder should have GST registration (if having business in India). (GST certificate to be furnished in technical bid)
- f) The bidder should possess power of attorney for signing of bid which needs to be furnished in favor of the authorized signatory as per format provided in Annexure - 8.
- g) The bidder should have affidavit as per format provided in Annexure-10.
- h) The bidder and/or manufacturer should not have been black listed as on the last date of bid submission by any Ministry/Department/undertaking of Government of India or any State government or Union Territory Administration.
- i) The bidder agency should have Manufacturer's authorization Form (MAF) as per format if applicable (Annexure 12).
- j) The bidder/manufacturer should have executed contract successfully for supply of at least two number of offered helicopters in VIP configuration (twin engine) during last five years prior to the last date for bid submission. (Proof to be attached)
- k) The bidder/manufacturer should have achieved an average annual turnover for any three Financial Years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 of not less than Rs. 300 (three hundred) crores only. (Proof to be attached)
- l) The Bidder should submit along with the bid, all relevant documents to establish their eligibility and for meeting qualification criteria.
- m) Regarding eligibility and qualification criteria and bidder's responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Bidders.
- n) Tender fee of Rs. 1,18,000/- (including GST @18%) to be paid online. Tender fee is non-refundable.
- o) Bidders particulars should be submitted as per Annexure- 13 in the technical bid.

4.2 Earnest Money Deposit (EMD):

- a) The Earnest Money is Rs. 2 crores (Two Crore Only) to be paid to UCADA through any of the instruments i.e., net banking/NEFT/RTGS/DD/Bank

Guarantee/Banker's Cheque. EMD of lesser value or lesser period (as per stipulated time) shall be summarily rejected as non-responsive.

- b) The Tender Fee and Earnest Money should be remitted through Net Banking/ NEFT/ RTGS/ DD/ Bank Guarantee/ Banker's Cheque.

The details are:

- i. Beneficiary name — Uttarakhand Civil Aviation Development Authority
 - ii. Bank's name — HDFC Bank
 - iii. Account Number — 50100553477146
 - iv. Branch — Rajpur Road
 - v. Address — Rajpur Road, Dehradun
 - vi. IFSC — HDFC0000225
 - vii. GST No. — 05AAAAU5634K1ZD
 - viii. PAN — AAAAU5634K
- c) Bank Guarantee as per format in Annexure-11 for EMD will also be acceptable. The validity of such bank guarantee should not be lesser than the bid validity period.
- d) The Earnest Money shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the successful bidder. The Earnest Money submitted by the successful bidder shall be released upon furnishing of the Performance Security.
- e) The successful bidder's Earnest Money will be returned, without any interest upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- f) The Earnest Money shall be forfeited in the following cases:
- i. If the Bidder withdraws its bid during the interval between bid submission closure and expiration of the bid Validity Period; and
 - ii. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by UCADA or fails to execute contract within stipulated time.

4.3 Bid Preparation Cost:

- a) The Bidder shall be responsible for all the costs associated with the preparation of its bid and its participation in the bidding process including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meeting /discussions/presentations, preparation of proposal, in providing any additional information required by UCADA to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. UCADA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
- b) This bid document does not commit the UCADA to award a contract or to engage in negotiations. Further, no reimbursement cost may be incurred in anticipation of award. All materials submitted by the bidder shall become the property of the UCADA and may be returned only at its sole discretion.

4.4 Clarifications:

- The bidders may contact Head of operations, UCADA through email ops.ucadadoon@gmail.com for any guidance/assistance for submitting the bid.
- Bidders requiring any clarification on the tender document may upload the queries on website: www.uktenders.gov.in or through e-mail to ops.ucadadoon@gmail.com with copy to ucadadoon@gmail.com up to the date of pre-bid meeting.

4.5 Amendment of bid:

- a. 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 through addendum / corrigendum which will be posted on the website: www.uktenders.gov.in only. The bidders are advised to visit the e-tendering website on regular basis for checking necessary updates. It will be assumed that the amendments have been taken into account by the bidder while submitting its bid.
- b. In order to afford bidders reasonable time in which to take an addendum into account, or for any other reason, UCADA may, at its own discretion, extend the bid due date.

4.6 Validity of bid:

- a) The bid shall be valid for not less than 120 (one hundred and twenty) days from the last date for bid submission (but excluding the day of bid submission), bids of lesser validity shall be summarily rejected as non-responsive.
- b) Prior to the expiry of the original bid 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 getting

forfeited its earnest money. The earnest money of any bidder refusing to extend the validity of bid shall be returned and shall not be included in the further bid process. A bidder agreeing to the request of extending the bid validity will not be allowed to modify its bid, but would be required to extend the validity of its Earnest Money for the period of extension.

4.7 Pre-bid Meeting:

- a) To clarify and discuss issues with respect to the work and the bid, a pre-bid meeting will be held on the date, time and place indicated in the Tender Schedule. 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-bid meeting is not mandatory. But it is highly recommended to attend for understanding the provisions of RFP and selection process one day before the pre-bid meeting.
- b) All enquiries from the bidders relating to this bid document must be submitted to the designated contact person. The queries should necessarily be submitted in word format and sent by email at ops.ucadadoon@gmail.com.
- c) During pre-bid meeting, the bidders 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.

4.8 Language of Bids:

- a) The bids prepared by the bidder and all correspondences and documents relating to the bids shared by the bidder with UCADA, shall be written in English language, provided that any printed literature furnished by the bidder in another language shall be accompanied by an English translation mandatorily in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.
- b) Bidders may note that UCADA will not entertain any deviations to the bid at the time of submission of the bid or thereafter. The bid 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 bid with all its contents. Any conditional bid shall be regarded as non-responsive and shall be rejected. Conditions of the contract shall be finalized with the successful bidder at the contract negotiation stage.

- c) No interpretation, revision, or other communication from UCADA regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

4.9 Format and submission of bid:

- a) Bidders would provide all the information as per this bid and in the specified formats. UCADA reserves the right to reject any bid that is not in the specified formats.
- b) The bid should be submitted in two separate folders as provided in the e-portal- Technical and Financial bids. All the documents mentioned against technical bid should be submitted in technical bid proposal only and should not be included in financial bid.
- c) The bid should be accompanied with Covering Letter as per format given in Annexure-2.
- d) Technical bid folder should include:

All the documents to be taken as per this RFP except Financial bid.

No financial information like Price should be given in the technical bid, in that case the bid shall be summarily rejected.

- e) Financial bid folder:
As per BoQ in the financial folder.
- f) The Bidder shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the bid as described above.
- g) Bids should be submitted / uploaded on the website: www.uktenders.gov.in only. Submission of bids through any other mode is not acceptable and shall be rejected. Hard copies of all original documents asked in 4.9 (i) should be submitted mandatorily as per tender schedule.

UCADA, at its sole discretion, may extend the last date for bid submission by issuing an Addendum on the website: www.uktenders.gov.in only.

- h) Late Bids: It may be noted that the e-portal will not accept any bid after the specified due time and date as per its server clock. The bidder 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 bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its bid.
- i) The **(a) Original Power of Attorney** (as per format), **(b) Original Affidavit** (as per format), **(c) Manufacturer's Authorization Letter** and **(d) Bank Guarantee/Proof of deposit for tender fee / earnest money deposit** shall

be submitted in person or through registered post/Speed Post/Courier to **UCADA, Sahastradhara Helidrome, P.O. Kulhan, Dehradun- 248001**, before opening of technical bid. The bid inviting authority shall not be held liable for any delays in the receipt of these documents. Scanned copies of these documents should also be uploaded as part of Technical Bid. In case scanned copies of these original documents are not uploaded in the Technical Folder or original documents are not received within the stipulated time, the bid shall be summarily rejected. No other original documents are required at this stage.

4.10 Modification and Withdrawal of Bids:

- a) The Bidder may modify or withdraw, its bid on e-portal before the bid due date and time. However, no bid can be modified or withdrawn thereafter.
- b) UCADA reserves the right to reject any bid which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by UCADA in respect of such bids.
- c) Conditional bid shall not be considered. Any bid found to contain conditions attached, shall be rejected.

4.11 Bid Opening:

- a) Bidder's authorized representatives who choose to be present at the time may attend the bid opening event online or through physical mode. The venue of physical mode is UCADA.
- b) If the office happens to be closed on pre-bid meeting or bid's opening day, same stands postponed to the next working day without any change in time or venue.

However, there will be no change in Bid submission date on e-portal, unless it is also extended.

4.12 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation shall not be disclosed to any person not officially concerned with the process. UCADA will treat all information submitted as part of bid 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.

4.13 Clarifications:

- a) To assist in the process of evaluation of bids, 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 the bid submission time and same could be verified independently. However,

no change in the substance of the bid would be permitted by way of such clarifications. The request for clarification and the response shall be in writing by e-mail.

- b) UCADA reserves the right to independently verify by a team of officers of UCADA or other; 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.
- c) Bidders shall fill up the required information as per the prescribed bid form. If any bidder does not fill up the information properly, UCADA has a right to reject such bids.

4.14 Bid Evaluation:

- a) To assist in the examination, evaluation and comparison of bids, UCADA may utilize the services of consultant/s or advisor/s.
- b) Technical evaluation of the bids will be carried out for the conformity to technical specifications given under Schedule of Requirements.
- c) Bid submitted with an adjustable price will be treated as non-responsive and rejected.
- d) Any conditional bid would be rejected.
- e) The financial bids of technically qualified Bidders will be opened on the prescribed date in the presence of bidder representatives, who may wish to be present in person or through video conference.
- f) The financial proposals of bidders who are found to be technically responsive will be opened and lowest financial bid of fully built-up, air worthy and fully flyable helicopter delivered DAP at Jolly Grant / Sahastradhara, Dehradun will be declared as a successful bidder. The lowest financial bid will be declared on the basis of grand total price as per annexure-6.

The purchaser is responsible for the Customs clearance, C of A, C of R and other Indian licenses and regulatory permissions with support of the OEM.

- g) Bids shall be deemed to be under consideration immediately after they are opened and until such time UCADA makes official intimation of award/rejection to the Bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain from contacting UCADA and or their employees/ representatives on matters related to the bids under consideration by any means.

4.15 UCADA's Right to Accept or Reject Bid:

- a) UCADA reserves the right to accept or reject any or all of the bids 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.
- b) UCADA reserves the right to reject any bid including that of the preferred bidder if:
 - i. 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
 - ii. The bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.
- c) If such disqualification / rejection occurs after the financial bids have been opened and the Successful Bidder gets disqualified / rejected, then UCADA reserves the right to:
 - i. Either invite the next lowest evaluated bidder OR
 - ii. Re-invite the bids OR
 - iii. Take any such measure as may be deemed fit in the sole discretion of UCADA, including annulment of the bidding process.

4.16 Notifications:

- a) Upon acceptance of the financial bid of the preferred bidder with or without negotiations, UCADA shall declare the preferred bidder as successful bidder.
- b) UCADA will notify the successful bidder by e-mail and by an official letter (Speed Post / Registered Post) that its bid has been accepted.
- c) The Notification of Award shall constitute the formation of the Contract, subjected to revision of conditions by both the parties.

4.17 Negotiation

Ordinarily no negotiation shall be done. However, in exceptional case where price negotiation is necessary, the same shall be resorted with the lowest evaluated responsive Bidder only.

4.18 Confirmation of Notification of Award (NOA):

Within seven (07) days from the date of issue of the NOA, the Successful Bidder shall confirm the acceptance of NOA.

4.19 Execution of Contract:

- a) The Successful Bidder shall execute the Contract within 04 weeks of the issue of NOA or such time as approved by UCADA.
- b) UCADA will promptly notify other Bidders that their bids have been unsuccessful and their Earnest Money will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

4.20 Performance Security:

- a) Before signing of the Contract, the Successful Bidder shall furnish performance security for not less than 05% (**subject to any change in the procurement rules in the state at the time of the contract signing**) of the total contract amount (including GST) by way of an irrevocable and unconditional Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favor of UCADA with validity of 365 days beyond the date of delivery at DAP Jolly Grant / Sahastradhara, Dehradun.
“International bidders can submit Bank Guarantee from an International Bank which has a branch in India”.
- b) The above-mentioned performance security shall be returned in full up till 365 days beyond the date of delivery at DAP Jolly Grant / Sahastradhara, Dehradun.
- c) The Performance guarantee shall be forfeited and encashed in the following cases.:
 - i. If the successful bidder withdraws midway during the contract execution,
 - ii. Any other act or acts of the successful Bidder, which renders the work un-operational and UCADA establishes sufficient reasons to forfeit the performance guarantee.
- d) Failure of the successful Bidder 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 Bidder or call for new bids.

4.21 Organization Participation Criteria

- (a) Consortium is not allowed to participate in tender.
- (b) If it is found Organizations have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and EMD of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the UCADA, for further penal action including blacklisting.

(c) If after award of contract it is found that the accepted bid proposal violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment.

4.22 Blacklisting for failure to sign the Contract or its execution:

Failure to sign the Contract or its execution after signing shall result in blacklisting of the successful bidder (manufacturer and its authorized representative/agency), who might have submitted the bid or responsible for services during commissioning and maintenance during warranty period. The blacklisting shall be effective from the date of notice issued by UCADA for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD and/or Performance Security submitted to UCADA.

Section 5- Schedule of Requirements

5.1. Technical Specifications: Furnish affidavit as per **annexure-15** & technical data of the offered helicopter.

- a) Capable of flying with minimum of 07 (Seven) passengers and 02 (two pilots) in VIP configuration (i.e., two VIP seats with armrest) with 4- axis Auto-Pilot with IFR capability.
- b) Avionics as specified in Schedule of Requirements Para 5.2 (a) sub para (i) to (xiv).
- c) Capable of converting to AMT role.
- d) Capable of carrying minimum pay load of 375 kgs in HOGE with two pilots (170 kgs), ISA + 20°C, 11,000'PA, fuel for 160nm (80nm one way) and 20 mins of reserve fuel.
- e) Capable of carrying a pay load of 525 kgs excluding pilots to a distance of 300 nm without refueling with 20 min of reserve fuel.
- f) Max operating temp ISA +35° C (+50° C)
- g) It is mandatory for the offered helicopter model/ type to have proven safety record for preceding 5 years from the date of submission of the tender. By “Proven safety record” means that any accident or incident concerning the aircraft model and type which has been subject to, investigation by the Aviation investigating and regulatory authorities of the country of occurrence and or the regulatory authority of the country of manufacturing or by any other internationally established investigation board or regulatory authority, and it has been established that the accident or incident was not due to any inherent manufacturing defect or due to use of substandard component or aircraft part. For this the following information to be furnished mandatorily on letter head:
 - i. The helicopter model being offered.
 - ii. The date of inception of offered helicopter model.
 - iii. Details of the client operating the offered helicopter in VIP configuration along with year.
 - iv. Safety record of the offered helicopter for preceding 5 years from the date of submission of the tender.
(Safety record will be a part of technical qualification criteria)
- h) Noise levels should meet the laid down specifications as per ICAO, Annexure 16, Environment Protection, Volume I - Aircraft Noise, Eight Edition, July 2017.
(Noise certificate to be given in the technical bid.)

5.2. Required Features:

The helicopter offered, must be under 5700 Kgs, be new and should meet all existing requirements of DGCA, India for **VIP** Operations and be type certified with DGCA, India and also with EASA/FAA/CAA, whichever is applicable. In addition, the Helicopter must satisfy the following:

- a) Avionics in addition to Standard DGCA Mandated equipment, fitment should include:
 - i. IBF
 - ii. Weather Radar
 - iii. Moving map display
 - iv. HUMS
 - v. Transponder with Mode A / C / S
 - vi. FDR Type IV A
 - vii. ACAS
 - viii. EGPWS / HTAWS
 - ix. Fuel flow meter
 - x. Noise cancelling headsets- 05 Nos.
 - xi. SBAS - GAGAN Compatibility (In-case of non-compliance, the manufacturer to give an undertaking that GAGAN compatibility will be retrofitted at Manufacturers Cost at Customers base)
 - xii. Necessary provisions and fittings for AMT
 - xiii. Enhanced soundproofing
 - xiv. Tinted glass in cabin
 - xv. Mobile charging point in cabin

- b) Warranty for 1000 flying hours or 03 years whichever is earlier.
- c) The supplier shall bear the expenses of training of 03 Pilots (including travel, lodging and boarding) for type rating as per syllabus prescribed by DGCA India, at the manufacturer's facility. In case, the training time/parameters of the manufacturer is less than that of the DGCA, the higher training parameters/standards will prevail. In addition to this, training for 02:30 Hrs. of night flying per pilot on the Customer helicopter / suitable Helicopter will also be provided by the supplier at the manufacturer's facility. This will also include CA40A / CA40B checks (Skill Tests by Day and Night) and IR check.
- d) The supplier shall bear the expenses of DGCA Type Rated Training of 02 (two) B1 and 01 (one) B2 Engineer at the manufacturer's facility including travel, boarding and lodging. Allowances if applicable as per Government rules or as approved by Board of UCADA shall be paid by UCADA as per existing rules of the state of Uttarakhand.
- e) Insurance of the pilots at the time of training at the manufacturer's facility shall be borne by the manufacturer.

5.3. Security and Safety

- a) The Successful Bidder will comply with the directions issued from time to time by the DGCA, India and UCADA, and the standards related to the security and safety of the state government helicopter in so far as it applies to the provision of the Services.

- b) Successful Bidder shall promptly report in writing to UCADA, any act or omission which they are aware that could have adverse effect on the operation of the helicopter in the service of the State Government.

5.4. Delivery Schedule:

- a) The Delivery Schedule of the Helicopter must be specified and will form a part of the assessment. The tentative timeframe for Inspection of Green Helicopter should also be specified. Inspection of green helicopter and acceptance of fully built-up helicopter will be carried out by three GoUK representatives at manufacturers cost.
- b) Acceptance at manufacturers location within 18 months from the date of receipt of first payment made by the Buyer. **(Furnish Affidavit as per Annexure- 16 in the Technical Bid.)**

Section 6- Cost Inclusion

An all-inclusive costing is to be quoted in USD and will include:

- a) In addition to standard fitment /accessories/ supplies/ requisite technical specifications as per schedule of requirements, provisioning of a fully assembled, fly worthy and DGCA certified helicopter with tinted glass in cabin and full body covers, in VIP configuration (02 VIP seats with armrest), with warranty (Warranty for 1000 flying hours or 03 years whichever is earlier) at DAP Jolly Grant / Sahastradhara, Dehradun. The helicopter must come with the entire role change kit **AMT and VIP configuration.**
- b) Conversion training at approved facility for 03 pilots and 03 engineers as stated in RFP.
- c) Subscription of all navigation data, updates, storage and sharing for all navigational equipment fitted in the helicopter for a period of 03 years from the date of C of A.
- d) Other miscellaneous charges.
- e) Freight cost to the final destination as specified in RFP.
- f) Insurance during the warranty period as per delivery terms.
- g) Till the handing over of the helicopter to UCADA with all the necessary fly worthy approvals of DGCA, the transit and storage insurance shall be borne by the supplier.

(Chief Executive Officer)
UCADA

Section 7- Conditions of Contract

7.1. Definitions

7.1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the UCADA and the supplier 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 price payable to the supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all the equipment, machinery, and/or other materials which the supplier is required to supply to the UCADA under the Contract.
- d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other services, such as installation, commissioning, operation, management and other obligations of the Supplier covered under the Contract.

7.2. Indemnity

7.2.1 The Supplier shall indemnify UCADA against all third-party claims arising out of this Contract (*till the delivery*) including any legal and financial issues. For this purpose, the supplier shall undertake appropriate insurance cover.

7.2.2 The Supplier shall take all other appropriate insurance covers to protect its own property and employees.

7.3. Patent Infringement

The SELLER warrants to PURCHASER that it will convey good title to the Helicopter and parts sold hereunder. SELLER'S liability and PURCHASER'S remedy under this warranty are limited to the removal of any title defect or at the election of maintenance service to the replacement of the helicopter or parts thereof which are defective in title; however, that the right and remedies of the parties with respect to patent infringement shall be limited to the provisions of Paragraph below.

7.3.1 The SELLER shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by PURCHASER or any subsequent purchaser or user of any Helicopter or part delivered here under directly infringes any registered

patent in India and the country of the SELLER, but only on the conditions that;

- a) SELLER receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to PURCHASER and defendant for such defense.
- b) The said Helicopter or part is made according to a specification or design furnished by the SELLER or, if a process patent is involved, the process performed by the Helicopter(s) is recommended in writing by SELLER; and
- c) The claim, suit, or action is brought against PURCHASER, or one expressly indemnified by PURCHASER. Provided all of the foregoing conditions have been met, the SELLER shall, at its own expense, either settle said claim, suit, or action or shall pay all damages (i) procure for defendant the right to use or resell the Helicopter or part, (ii) replace them with an equivalent non infringing Helicopter or part, (iii) modify them so they become non infringing but equivalent, or (iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence).

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

7.3.2 If any proceedings are brought or any claim is made against the Purchaser; the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

7.3.3 If the Supplier fails to notify the UCADA within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the UCADA shall be free to conduct the same on its own behalf.

7.3.4 The UCADA shall, at the supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

7.3.5 The UCADA shall indemnify and hold harmless the Supplier and its employees, officers, and sub-contractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the UCADA.

7.4. Compliance to Statutes and Safety Standards

The Supplier shall comply with all the applicable national and international laws and regulations, and provide quality assurance and airworthiness of the helicopter in compliance with the national and international safety standards during the contract period.

7.5. Payment and Taxes

7.5.1 The payment shall be **30% advance upon deposit of bank guarantee for the equivalent amount with validity period till delivery DAP at Jolly Grant / Sahastradhara, Dehradun to be provided by the seller and 70%** after handing over of fully built up, air worthy and fully flyable helicopter delivered at CIF Jolly Grant / Sahastradhara, Dehradun subject to the condition that invoice and all supporting documents produced are in order. UCADA shall be entitled to delay or withhold the payment of any invoice or part of it delivered by bidder/supplier, when UCADA disputes such invoice or part of it, provided that such dispute is bona fide. The mode of payment will be as per contract agreement.

International bidders can submit Bank Guarantee from an International Bank which has a branch in India

7.5.2 The PURCHASER shall be responsible for payment of following-

Custom duty and GST/IGST, CESS but not including SELLER'S income taxes and any other international taxes etc., which may be imposed by any taxing authority arising from the sale, delivery or use of the Helicopter.

7.5.3 The supplier should have GST registration in India for remittance of GST (if applicable) under the prevalent law, if not registered earlier before commencement of services.

7.5.4 The supplier is liable and responsible for payment and remittance of any tax, duty, levy, etc. outside India. (Therefore, this should be appropriately factored in the financial bid).

7.5.5 All the cost related to Bank Guarantees shall be borne by the bidder/supplier.

7.5.6 The supplier must study the clauses relating to Indian Income Tax and if any income tax, surcharge on income tax, professional tax and/or any other corporate tax is altered under the law, the same should be borne by the supplier.

7.5.7 The payment shall be in USD. The relevant rules applicable, will have to be complied with.

7.5.8 Against any advance paid by the purchaser/UCADA to the supplier, the supplier shall have to furnish an additional unconditional and irrevocable bank guarantee of the value of such advance in a form to be approved by the purchaser/UCADA to safeguard the purchaser/UCADA against any loss. The validity of this bank guarantee will be till the adjustment of the said advance. Such advance shall be adjusted against the final bill.

7.6. Warranty

7.6.1 The Supplier warrants that all the Goods are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. However, the Goods can be subjected to the production ground and flight tests prior to acceptance.

7.6.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from materials and workmanship, under normal use in the conditions prevailing in the state of Uttarakhand.

7.6.3 The warranty shall remain valid for thirty-six (36) months or 1,000 flying hours, whichever is earlier from the date of C of A of the helicopter by the DGCA, India.

7.6.4 The UCADA shall give notice to the Supplier within 15 days stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. UCADA shall afford all reasonable opportunity to the Supplier to inspect such defects.

7.6.5 Upon receipt of such notice, the supplier shall repair or replace the defects within mutually agreed reasonable time, at no cost to the UCADA.

7.6.6 If having been notified, the supplier fails to remedy the defect within, UCADA may proceed to take within a reasonable period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which UCADA may have against the Supplier under the Contract.

7.7. Contract Amendments

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

7.8. Assignment

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

7.9. Liquidated Damages

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

7.10. Termination for Default

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

- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the UCADA; or
- b) if the Supplier fails to perform any other obligation(s) under the Contract,
- c) If the Supplier, in the judgment of the UCADA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

7.10.2 UCADA and the supplier first shall utilize all other remedies provided in the contract. However, in the event the UCADA terminates the Contract in whole or in part, the UCADA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the UCADA for any excess costs for similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

7.10.3 Cancellation of Order:

UCADA issuing the tender, reserves the right to cancel whole or part of the work orders issued under certain emergent conditions or any compelling circumstances as per the discretion of UCADA.

7.11. Notices

For the Purchaser to:

Chief Executive Officer
Uttarakhand Civil Aviation Development
Authority (UCADA) Sahastradhara
Helidrome, P.O. Kulhan, Dehradun- 248001
[Email: ucadadoon@gmail.com](mailto:ucadadoon@gmail.com)

For the Supplier to:

.....

7.12. Force Majeure

7.12.1The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of *Force Majeure*.

7.12.2For purposes of this Clause, "*Force Majeure*" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

7.12.3If a *Force Majeure* situation arises; the Supplier shall promptly notify the Purchaser/UCADA in writing of such condition and the cause thereof. Only on the mutual agreement of both parties, the purchaser and supplier, *force majeure* situation will be deemed to exist. The terms of performance of the contract will be decided on such mutual agreement. Unless otherwise directed by the Purchaser/UCADA in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *Force Majeure* event.

7.13. Settlement of Disputes

- a. In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the

arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.

- b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.
- c. The venue of Arbitration shall be Dehradun and the language of the arbitration proceedings and that of all councils and communications between the parties shall be in English.
- d. The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be regulated by the G.O. of Uttarakhand. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself
- e. The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.

Further terms may be agreed upon mutually by both the parties during contract negotiation and before signing of the contract.

Annexure—1

Section 8- Fraud and Corrupt Practices

The UCADA requires that successful Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, the UCADA defines, for the purpose of this provision, the terms set forth as follows:

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the UCADA in the contract executions.
- b) “Fraudulent practice” means a mis-presentation of facts, in order to influence a process or the execution of a contract, to the UCADA, and includes collusive practice among bidders (prior to or after proposal submission) designed to establish proposal prices at artificial high or non-competitive levels and to deprive UCADA of the benefits of free and open competition.
- c) “Unfair trade practices” means supply of services different from what is ordered on, or change in the scope of work which is given by the UCADA.
- d) “Coercive Practices” means harming or threatening in the execution of contract.

If it is noticed that the successful Bidder has indulged into the corrupt /Fraudulent/Unfair/ Coercive practices, it will be a sufficient ground for the UCADA for termination of the contract and initiate black-listing of the successful bidder.

Section 9-Format for Covering Letter ***

To

The Chief Executive Officer,
Uttarakhand Civil Aviation Development Authority,
Sahastradhara Helidrome, P.O. Kulhan,
Dehradun- 248001
Email: ucadadoon@gmail.com

Dear Sir,

Ref.: Request for Bids through e-procurement portal from Helicopter Manufacturer/agency authorized by the manufacturer for purchase of one twin engine multi utility Helicopter for State Government use

- a) We have read, understood, and accept all the terms and conditions given in the RFP (and the clarification/corrigendum/addendum issued thereafter, if any) including Fraud and Corrupt Practices (Annexure - 1) and Anti-Collusion Certificate (Annexure - 3) in respect of the captioned bid and we hereby submit our bid.
- b) We have uploaded Technical and Financial Bids appropriately on the e-procurement portal: www.uktenders.gov.in and submitted the original documents at UCADA on (date) as mentioned in this RFP.
- c) We confirm that our bid is valid for a period of 120 (one hundred and twenty) days from last date for bid submission i.e., up to (date).
- d) 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 Contract, a draft of which also forms a part of the bid provided to us.

Dated this Day of 2023.

Name of the Bidder

.....
Signature of the Authorized Person

Note: *** *On the Letterhead of the Bidder.*

Section 10- Anti-Collusion Undertaking

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

- b) 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.

Authorized signatory for the Bidder

Signed: _____

Name: _____

Designation: _____

Date: _____

Annexure - 4

Section 11- Proforma of Performance Bank Guarantee

Proforma for Performance Bank Guarantee may be treated as draft for reference only. Any standard BG from recognized bank shall be acceptable. International bidders may submit BG from an International Bank which has a branch in India.

THIS DEED OF GUARANTEE executed on this _____ day of _____ at _____ by _____ (Name of the Bank) having its Head office/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, Sahastradhara Helidrome, P.O. Kulhan, Dehradun- 248001 hereinafter referred to as "UCADA", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors, or assigns;

WHEREAS

By the Contract entered into between UCADA and _____ a company incorporated under the provisions of the Companies Act. 2013 / registered under....., having its registered office / permanent address at _____ ("the Bidder"), has been granted the permission **for supply of one twin engine multi utility Helicopter for State Government use** (hereinafter referred to as "the work").

- a) In terms of the Contract, the Bidder 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 Bidder.
- b) At the request of the Bidder, the Guarantor has agreed to provide bank guarantee being these presents guaranteeing the due and punctual performance/discharge by the Bidder of its obligations relating to the work.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called "the Bidder") of all its obligations relating to the Work and in connection with achieving the work objectives by the Bidder in accordance with the Contract.
- b) 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 Bidder 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 Bidder 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 Bidder 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 Bidder or postponement/non exercise/ delayed exercise of any of its rights by UCADA or any indulgence shown by UCADA to the Bidder 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 or 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

- c) This 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. 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 _____.
- d) IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by

_____ Bank

by the hand of Shri _____

its _____ and authorised official.

Annexure – 5

Section 12- Format for Technical Bid — Past Experience

(To be provided on the Letterhead of the Bidder and to be signed by the Bidder)

SI. No.	Name of the Client	Contract no. and date	Contract Value	Commencement date		Completion date	
				As per Contract	Actual	As per Contract	Actual
1							
2							
3							

The Bidder may submit more details / information to substantiate its claim for past experience.

.....

Name of the Bidder

.....

Signature of the Authorised Person

Annexure -6

Section 13- Format of Financial Bid

S. No.	Classification	Cost (in USD) in figures and words
1	Base price of the fully built, fly worthy Twin engine helicopter DAP at Jolly Grant/ Sahastradhara Helidrome, Dehradun as per technical specifications and scope of services given in Schedule of Requirements in RFP. Inclusive of all taxes*	
2	Cost of total warranty of 3 years or 1000 flying hours (whichever is earlier) as per RFP.	
3	Conversion training at approved facility for 03 pilots, 02 B1 and 01B2 Engineer	
4	Subscription of all navigation data, updates, storage and sharing for all navigational equipment fitted in the helicopter for a period of 03 years from handing over of the helicopter	
5	Other miscellaneous charges (If any).	
6	Freight cost to the final destination as specified in RFP.	
7	Insurance during the warranty period as per delivery terms.	
8	Transit and storage insurance as per RFP.	
	Grand Total	

Note: Lowest bid shall be declared on the basis of grand total only.

Summary & Instructions

The total mentioned above will be considered as final bid price by bidder for commercial evaluation.

Note:

- All the prices are to be entered in US Dollars.

- Prices indicated in the financial bid shall be *inclusive of all taxes- Levies, duties etc, but exclude the following- custom duty, GST/IGST and CESS applicable in India.
It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for. During the payment stage, The GoUK reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The purchaser will be responsible for payment of the following- custom duty, GST/IGST and CESS applicable in India.
- For the purpose of evaluation of Financial Bids, the GoUK make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- The Total Price shall be an all-inclusive firm lump sum price not subject to any alteration.
- The Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.

Annexure -7

Section 14- Format for Financial Capability (Average Annual Turnover)

Financial Year	Amount (in Rs.)
2017-18	
2018-19	
2019-20	
2020-21	
2021-22	

Note: This should be duly certified by CA along with firm stamp and registration no.

Annexure - 8

Section 15- Power of Attorney

treated as draft for reference only. However, any standard format shall be accepted.

Note:

- a) To be given on Stamp paper of value not less than Rs. 100/- and should be Notarized.
- b) Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required.
- c) International Power of Attorney which is legally acceptable can be furnished.

Power of Attorney for signing of Application

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name) son/daughter/wife of and presently residing at who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid to supply one twin engine multi utility Helicopter for State Government use proposed by Uttarakhand Civil Aviation Development Authority, (the "UCADA") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to UCADA, representing us in all matters before UCADA, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with UCADA in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with UCADA.

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

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

For
(Signature, name, designation and address)

(Notarised)
(Name. Title and Address of the Attorney)
Accepted

.....
(Signature)

Witnesses:

- a)
- a)

Notes:

- a) 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.
- b) Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure – 9

Section 16- Contract Form

(On Rs. 100/- stamp paper)

CONTRACT FORM

(This is for reference purpose and the final contract document will be finalized during contract negotiation stage)

THIS AGREEMENT made on day of....., 2023 between..... (Name of UCADA) (Hereinafter called "the UCADA") represented byof the one part and.....(Name of Bidder) of (Hereinafter called "the Bidder" / Bidder ") represented by of the other part:

WHEREAS the UCADA is desirous of certain Goods and ancillary services viz., purchase of one twin engine multi utility helicopter for State Government use (Brief Description of Goods and Services) and has accepted a bid by the Bidder 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) Bid form and the Price Schedule uploaded by the Bidder;
 - b) Scope of Services;
 - c) Covering letter;
 - d) Performance Security;
 - e) Conditions of Contract;
 - f) Notification of Award; and
 - g) Minutes of pre-contract negotiation meeting
- h) In consideration of the payments to be made by the UCADA to the Bidder as hereinafter mentioned, the Bidder 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 Bidder 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 Bidder are:

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)
in the presence of

Signed, Sealed and Delivered by the
said (For the Bidder)

in the presence of:

Annexure – 10
Section 17- Affidavit

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

AFFIDAVIT

I / We, who is / are authorized to sign and submit the bid against your tender [title and reference number of the Invitation for bids] do hereby undertake as follows:

- a) That the aforesaid name and address of the deponent is true and correct and the deponent is (manager/authorized representative of the bidder etc.) and is duly authorized by the Power of Attorney/BOR for acting on behalf of the bidder company. That all the statements, documents, testimonials, certificates etc., uploaded by the bidder are genuine and the contents thereof are true and nothing has been concealed and deceived;
- b) That any of our personnel, representatives, sub-consultants, sub-Bidders / suppliers, bidders / suppliers, 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;
- c) That the deponent indemnifies and compensate the UCADA from any penalties and costs that may be incurred due to lapse(s) on deponent's part including incorrect / misrepresented forged documents or statements;
- d) That deponent 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 bid submission.
- e) That if deponent are found contravening this undertaking even after award of contract in deponent's favour or anyone else, deponent accept disciplinary action by the UCADA including rejection of deponent bid, annulment of contract and blacklisting of deponent.

Deponent

Verificaton:-

.....(who is/are authorized to sign and submit the bid against your tender [title and reference number of the invitation for bids] do hereby verifies that the content of para a to e are true and correct and nothing being concealed, verified at.....On.....

Authorized signatory for the Bidder

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarized)

(Name, Title and Address of the Attorney)

Accepted

(Signature)

.....

Witnesses:

a)

b)

Duly Authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Annexure -11

Section 18- Format of Bank Guarantee for EMD/Bid Security

treated as draft for reference only. However, any standard format shall be accepted.

Format of Bank Guarantee for EMD/ Bid Security

Whereas M/s and having its registered office at.....(here under called the consultants) is desirous and prepared to submit bid for in accordance with terms and conditions of **RFP. No.** **Dated**..... And whereas We, Bank, agree to give the applicant a Guarantee for the Earnest Money Deposit of Rs.in favour of CEO, UCADA payable at Dehradun.

- a) Therefore, we hereby affirm that we are Guarantors on behalf of the applicant upto a total of Rupees..... (i.e., Rs/-) and we undertake to pay the Chief Executive Officer, Uttarakhand Civil Aviation Development Authority (UCADA), Dehradun Uttarakhand- 248 003 upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees
- b) We further agree that the guarantee here in contained shall remain in full effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the we shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the Chief Executive Officer, Uttarakhand Civil Aviation Development Authority (UCADA), Dehradun Uttarakhand- 248 001 in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the applicant or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

Annexure -12

Section 19- Format of Manufacturer’s Authorization

In case the authorized agency/representative of OEM bids, it shall have to provide Manufacturer’s Authorization along with the bid.

Manufacturer's Authorization

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer.

Date:
Tender No.

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]* having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract against the above Tender.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm against this Tender.

Further, in case this bidder fails to provide services during warranty under the Contract against this Tender, for any reason whatsoever, we hereby undertake to identify and authorize an alternate agent or dealer for providing services.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific Tender.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(S) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____ *[insert date of signing]*

Annexure-13

Section 20- Format to share Bidder's Particulars

S.No.	Description	Details (to be filled by the responder to Bid Document)
(a)	Name of the Bidder	
(b)	Official Address	
(c)	Phone No. and Fax No.	
(d)	Corporate Headquarters Address	
(e)	Phone No. and Fax No.	
(f)	Web site Address	
(g)	Details of bidder's registration (Please enclose copy of the registration document)	
(h)	Name of the Registration Authority	
(i)	Registration No. and Year of Registration	
(j)	Company's audited financial statement for latest 03 financial year's (both manufacturers and its authorized local representative in India)	

Note: Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
Email		

Contact Details of officials (at least two for future correspondence regarding the bid process:

Annexure - 14

Section 21- Details of Prior Experience

General Information:

Client for which the aircraft was provided

Name and contact details of the client

Details of the aircraft sold

Other Details:

Duration of the Contract

Other Relevant Information

Mandatory Supporting Documents:

Annexure -15

Section 22- Format of Technical Specifications

To be given on Stamp paper of value not less than Rs. 100/- and should be Notarized.

S. No.	Certified that the offered helicopter will have the following specification / performance:
1	Capable of flying with minimum of 07 (Seven) passengers and 02 (two pilots) in VIP configuration (i.e., two VIP seats with armrest) with 4- axis Auto-Pilot with IFR capability.
2	Capable of converting to AMT role.
3	Capable of carrying minimum pay load of 375 kgs in HOGE with two pilots (170 kgs), ISA + 20°C, 11,000'PA, fuel for 160nm (80nm one way) and 20 mins of reserve fuel.
4	Capable of carrying a pay load of 525 kgs excluding pilots to a distance of 300 nm without refuelling with 20 min of reserve fuel.
5	Max operating temp ISA +35° C (+50° C)
6	Noise levels should meet the laid down specifications as per ICAO, Annexure 16, Environment Protection, Volume I - Aircraft Noise, Eight Edition, July 2017.
7	The helicopter offered, will be under 5700 Kgs, will be new and will meet all existing requirements of DGCA, India for VIP Operations and will be type certified with DGCA, India and also with EASA/FAA/CAA, whichever is applicable.

8	<p>Avionics in addition to Standard DGCA Mandated equipment, fitment will include:</p> <ul style="list-style-type: none"> i. IBF ii. Weather Radar iii. Moving map display iv. HUMS v. Transponder with Mode A / C / S vi. FDR Type IV A vii. ACAS viii. EGPWS / HTAWS ix. Fuel flow meter x. Noise cancelling headsets- 05 Nos. xi. SBAS - GAGAN Compatibility (In-case of non-compliance, the manufacturer to give an undertaking that GAGAN compatibility will be retrofitted at Manufacturers Cost at Customers base) xii. Necessary provisions and fittings for AMT xiii. Enhanced soundproofing xiv. Tinted glass in cabin xv. Mobile charging point in cabin
9	<p>Warranty for 1000 flying hours or 03 Years whichever is earlier.</p>

Annexure -16

CERTIFICATE

Certified that the delivery of the offered helicopter with all Technical specification as mentioned in RFP will be within 18 months from the date of receipt of first payment made by the buyer.

Authorized signatory for the Bidder

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarized)