

**REQUEST FOR PROPOSAL (RFP) FOR
SELECTION OF HELICOPTER SHUTTLE
SERVICE OPERATORS FOR
GOVINDGHAT - GHANGARIA
ROUTE**

(SHORT-TERM TENDER)

FEB 2024

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

BID DOCUMENT

DISCLAIMER

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

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

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

INSTRUCTIONS TO BIDDERS

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NOTICE INVITING E-TENDER

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

Uttarakhand Civil Aviation Development Authority (UCADA) proposes to select helicopter shuttle service operators on select route in the state of Uttarakhand on license basis for a period of one year extendable by one year at a time for a maximum period of three years on the sole discretion of UCADA. The route being offered in this Bid are as follows:

- (i) Govindghat - Ghangaria / Ghangaria - Govindghat (out of 2 approved helipads, operation will be permitted from UCADA Helipad at Govindghat which will be provided by UCADA on sublease)

A. The Bid Document can be obtained by post / courier upon a written request accompanied by the cost of the document. UCADA will not be responsible for any delay, loss or non-receipt of the BID Document sent by post / courier.

B. The BID Document can also be downloaded from the website/s: www.ucada.in Parties using the downloaded document, should (1) inform at the Address for Communication and by e-mail at ucadadoon@gmail.com, and (2) submit the cost of BID Document while submitting their application.

C. All subsequent, notification, changes and amendments would be posted only on the aforesaid website/s.

D. Cost of Bid Document: **Rs. [10,000]** in the form of crossed demand draft (non-refundable) favouring [CEO, Uttarakhand Civil Aviation Development Authority] payable at Dehradun.

E. This is an independent e-tender.

Project Proponent and Address for Communication

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

Sd/-

CEO, Uttarakhand Civil Aviation Development Authority (UCADA)

February 2024

SCHEDULE OF BIDDING PROCESS

UCADA would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Date of downloading tender document at www.uktenders.gov.in	15 February 2024, 1700 hrs IST
2.	Last Date for the Submission of Documents physically at UCADA	22 February 2024, 1500 hrs IST
3.	Last Date for submission of Tender	22 February 2024, 1400 hrs IST
4.	Date of Opening of Technical Bid	22 February 2024, 1500 hrs IST
5.	Date of Opening of Financial Bids	Shall be intimated later by email to be technically qualified bidder.

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SECTION I

INTRODUCTION

1.1 About Uttarakhand Civil Aviation Development Authority

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

1.2 Tender Objective & Scope

The objective of tendering out select route to selected Bidders is to provide safe, dependable, economical and continuous helicopter shuttle services to pilgrims on the following route

- (i) Govindghat - Ghangaria/ Ghangaria - Govindghat (operation will be permitted from UCADA Helipad at Govindghat which will be subleased to the selected operator @Rs 05 Lakh plus GST per annum)

Note:

1. The state will assign the helipad for shuttle operations from Govindghat.
2. The Fare is inclusive of all applicable taxes and inclusive of 03% Yatra Facilitation charges. (Yatra Facilitation Charges will be inclusive of GST).
3. Ticket booking will be done through IRCTC portal.
4. The bidders who will quote the lowest rates shall be considered as L1.
5. There will be escalation of 05% per year on L1 fare if tender duration is extended as per terms in Section IV - GENERAL TERMS & CONDITIONS point number 3 of the RFP.
6. The selected operator will also carry out shuttles per day between Govindghat, Gauchar and Badrinath as per demand from 1100 hrs to 1400 hrs daily.

Ticket price per seat will be as under:

- (i) Govindghat - Gauchar / Gauchar - Govindghat 0:15 mins.
Cost per seat @ 06 passengers = Rs 3960/- (Excluding GST)
- (ii) Gauchar - Badrinath / Badrinath - Gauchar 0:15 mins.
Cost per seat @ 06 passengers = Rs 3960/- (Excluding GST)
- (iii) Badrinath - Govindghat / Govindghat - Badrinath 0:05mins.
Cost per seat @ 06 passengers = Rs 1320/- (Excluding GST)

1.3 Roles and Responsibilities

The Operator shall be responsible for the following:

- Operate regular and dependable helicopter shuttle services on the route, while ensuring the safety of passengers and adhering to DGCA prescribed rules & guidelines and industry best practices.
- The bidders shall own/lease at least 02 helicopter for the Tender (01 Main Helicopter for shuttle services & 01 Standby helicopter which should be available within 24hrs in lieu of the main helicopter) which meet the specifications laid down in the RFP for shuttle operations for the duration of the shuttle operations in order

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to ensure smooth operations at specified Route. For leased helicopter the bidder should produce lease agreement during the time of Bid.

- Adhere to the terms and conditions specified in the Agreement.
- Direction given by UCADA from time to time.

1.4 Brief Description of Bidding Process

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

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

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

2.1.1 The Bidders eligible for participating in the bidding process shall be a Single Business Entity and not a consortium and should have continuous 05 years of helicopter flying experience including minimum 02 years of hill flying experience. An undertaking for the same to be submitted in the form of notarised stamp paper of Rs 100.

2.1.2 For the purpose of this Bid, a Business Entity shall mean the following:

- (i) A registered partnership/sole proprietorship firm¹
- (ii) A 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.
- (iii) A company registered under the Limited Liability Partnership (LLP) act 2008.

2.1.3 The Bidder (if the Bidder is a Company or a registered Proprietorship Firm or a Partnership firm) should submit a Power of Attorney as per the format enclosed in Appendix 3A authorizing the signatory of the Bid to commit the Bidder.

2.1.4 Any entity which has been barred by UCADA, Government of Uttarakhand (GoUK), or any other state government in India (SG) or Government of India (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.

2.1.5 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or

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

remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- I. the Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- II. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- III. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- IV. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- V. Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.2 Number of Bids

A bidder can submit only one bid.

2.3 Bid Preparation Cost

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

2.4 Project Inspection and Site Visit

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

The helipad being offered for sublease will have basic amenities like passenger waiting hall, toilets, water, electricity, fuel shed and barricading.

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

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

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

UCADA reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid. (No change in the substance of the Bid would be permitted by way of such clarifications)

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

- (a) select the next valid Bidder who is ready to match the L1 quote
- (b) take any such measure as may be deemed fit in the sole discretion of UCADA, including annulment of the bidding process.
- (c) in such an eventuality the Bid Security and performance guarantee of the Bidder shall be forfeited.

B. DOCUMENTS

2.6 Contents of Bid Document

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

Part I	Instructions to Bidders 1. Introduction 2. Bidding Procedure 3. Criteria for Qualification 4. Evaluation Methodology
	Appendices 1. Covering Letter 2. Details of Bidder 3A. Format for Power of Attorney for signing of Bid 3B. Format for Power of Attorney 4. Format for Anti-Collusion Certificate 5. Format for Project Undertaking 6. Format for Bid Security 7. Format for Experience of the Applicant 8. Format for Financial Capability of the Applicant 9. Format for Financial Proposal
Part II	Draft Concession Agreement

2.7 Clarifications sought by Bidder

A prospective Bidder requiring any clarification on the Bid document may notify UCADA in writing to the address as specified in Clause 2.15.5. The Bidders should send in their queries latest by the Last Date for Receiving Queries mentioned in the Schedule of Bidding Process. UCADA may, at its own discretion, forward its responses to all purchasers of the Bid Document and would include a description of the enquiry without identifying its source.

2.8 Amendment of Bid Document

2.8.1 At any time prior to the Bid Due Date, UCADA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda. Such Addenda would also be posted on the website of UCADA at www.ucada.in and www.uktender.gov.in and such addenda would form part of the Bid Document.

2.8.2 Any Addendum thus issued will be sent in writing to only those bidders who have purchased the Bid Document.

2.8.3 In order to afford the Bidders reasonable time to take an Addendum into account, or for any other reason, UCADA may, at its own discretion, extend the Bid Due Date. Intimation regarding such extension in the Bid Due Date would only be posted on the website of the UCADA as specified in Clause 2.8.1 above.

C. PREPARATION AND SUBMISSION OF BID

2.9 Language

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Currency

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

2.11 Bid Security (EMD)

2.11.1 Bid would need to be accompanied by a Bid Security for Rs 15,00,000/- (Rs. Fifteen lakh only). The Bid Security shall be kept valid through the Bid Validity Period and would be required to be extended if so required by UCADA.

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

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

2.11.2 The Bid Security shall be returned to the unsuccessful Bidders within a period of Thirty (30) days from the date of signing of License Agreement between UCADA and the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Agreement.

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

- (a) if the Bidder withdraws its Bid except as provided in Clause 2.20.1;
- (b) if the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period;
- (c) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- (d) if the successful Bidder fails to provide the Performance Security and to execute the Agreement within the stipulated time or any extension thereof provided by UCADA.

2.12 Validity of Bid

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

2.13 Extension of Validity of Bid

In exceptional circumstances, prior to expiry of the original Bid Validity Period, UCADA may request Bidders to extend the Bid Validity Period for a specified additional period. Bidders not extending the Bid Validity Period when so requested would automatically be disqualified without forfeiting their Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid, except as provided under Clause 2.20.1 but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.12 of this document in all respects.

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

2.14 Bidder's Responsibility

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

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

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

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

2.15 Pre-Bid Meeting

2.15.1 To clarify and discuss issues with respect to the Tender and the Bid Document, UCADA would hold a Pre-Bid meeting (either offline or online meeting) as mentioned in the Schedule of Bidding Process.

2.15.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Tender and/or the Concession Agreement. Bidders must forward their queries latest by the Last Date of Receiving Queries mentioned in the Schedule of Bidding Process.

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

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

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

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

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

2.16 Format and Signing of Bid

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

2.16.2 The Bid should be submitted in two parts as provided in the e-portal i.e. www.uktenders.gov.in :

Part 1: Technical Bid (Key Submissions and Qualification Information), which would include:

- (i) Covering Letter for Submission of Bid in the format provided as Appendix 1.
- (ii) Details of Bidder in the format provided as Appendix 2.
- (iii) Power of Attorney as per Appendix 3A, authorising the signatory of the Bid to commit the Bidder
- (iv) Notarised Affidavit as per Appendix 3B for Clean Legal Record
- (v) Anti-Collusion Certificate as per Appendix 4
- (vi) Project Undertaking as per Appendix 5
- (vii) Bid Security as per Appendix 6

- (viii) Copy of receipt of payment evidencing purchase of Bid Document
- (ix) Qualification Information as per the format set out in Appendices 7, & 8
- (x) Any other document as per this RFP required to establish technical capability of the bidder.
- (xi) No financial information like price should be given in the technical bid otherwise the bid shall be summarily rejected.

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

- 2.16.3 The bidder shall prepare and submit online through website: www.uktenders.gov.in scanned copies of all relevant documents including scanned copies of original documents comprising the bid as described above.
- 2.16.4 The Bidder shall prepare, for Specified Route it bids for, one original of the documents comprising the Bid, clearly marked "ORIGINAL".
- 2.16.5 If the Bid consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents. All pages should be numbered.
- 2.16.6 The Bid shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.17 Sealing and Marking of Bid

Apart from submitting the bids along with all documents at e-portal, the bidders are also required to follow the below written procedure.

- 2.17.1 The Bidder shall seal the Technical bid (Key Submissions and Qualification Information) (Part I) duly marking the envelope as "TECHNICAL BID (KEY SUBMISSIONS & QUALIFICATION INFORMATION)" and submit the Hard Copy of the Technical bid and originals as mentioned in the RFP as submitted at www.uktenders.gov.in at UCADA on prescribed date.
- 2.17.2 Blank
- 2.17.3 Each envelope shall indicate the name, address and contact phone number of the Bidder.
- 2.17.4 The envelopes shall clearly bear the following identification: "**Application for Operation of Helicopter Shuttle Services**" followed by the name of the Specified Route being applied for.
- 2.17.5 The envelope shall be addressed to:
ATTN. OF: CEO
Address: Uttarakhand Civil Aviation Development Authority
Helidrome, Sahastradhara Road, Dehradun 248001
- 2.17.6 If the envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. UCADA assumes

no responsibility for the misplacement or premature opening of the Bid submitted.

2.18 Bid Due Date

2.18.1 Online submission of bid in uktenders.gov.in should be submitted before 22 February 2024 by 1400 hours IST and Hard copy of the bid should be submitted before or on, 22 February 2024 by 1500 hours IST on the Bid Due Date as set out in the Schedule for Bidding Process, at the address provided in Clause 2.15.5 in the manner and form as detailed in this Bid Document. Bids submitted by either facsimile transmission or telex or e-mail will not be acceptable.

2.18.2 UCADA, at its sole discretion, may extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8.

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

2.19 Late Bids

Any Bid received by UCADA after 22 February 2024, 1500 hours IST will be returned unopened to the Bidder.

2.20 Modifications/ Substitution/ Withdrawal of Bids

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

2.20.2 The Bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.17 with outer envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.20.3 Withdrawal of a Bid during the interim period between the Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the Bid Security in accordance with Clause 2.11.3 of this document.

D. EVALUATION OF BID

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

2.22 Bids for which an acceptable notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.

- 2.23** UCADA reserves the right to reject any Bid, if:
- (a) At any time, a material misrepresentation is made or uncovered; or
 - (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.

2.24 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. UCADA will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. UCADA will not divulge any such information unless it is directed to do so by any authority that has the power under law to require its disclosure.

2.25 Tests of Responsiveness

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

- (a) It is received /deemed to be received by the Bid Due Date including any extension thereof pursuant to Clause 2.18.
- (b) It is signed, sealed and marked as stipulated in Clause 2.16 and Clause 2.17.
- (c) It is accompanied by the power of attorney as specified in Clause 2.1.3.
- (d) It is accompanied by Bid Security as specified in Clause 2.11.
- (e) It contains all the information and documents as requested in the Bid Document.
- (f) It contains information in formats specified in this Bid Document.
- (g) It mentions the validity period as set out in Clause 2.12.
- (h) It provides information in Reasonable Detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by UCADA without communication with the Bidder). UCADA reserves the right to determine whether the information has been provided in Reasonable Detail.
- (i) There are no inconsistencies between the Bid and the supporting documents.

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

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

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

2.26 Clarifications Sought by UCADA

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

2.27 Bid Evaluation

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

2.27.2 The Bids will be evaluated in 2 steps as detailed in the following Clauses 2.29 to 2.30 ("Bid Evaluation").

2.28 Scrutiny of Key Submissions

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

2.29 Evaluation of Technical bid (Key Submission and Qualification Information)

In Step 1 of Bid Evaluation, the Technical bid (Key submission and Qualification Information) of the Bidders shall be evaluated as per the Criteria set out in Section III for this purpose.

2.30 Evaluation of the Financial Bid

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

2.30.2 The Bidder quoting the lowest one-way tariff chargeable from passengers for the duration of the tender period, as per the format prescribed in Appendix 9, shall be declared as the L1 Bidder for this Route. The L1 Bidder would be designated as Preferred Bidders for this Route.

(a) If more than two Bidders quote identical financial bid and declared L1 then selection will be done on the basis of past performance/availability of maximum number of helicopters with bidder at such date.

2.31 Helipad Detail at Govindghat

For Govindghat - Ghangaria/ Ghangaria - Govindghat route operation will be permitted from UCADA Helipad at Govindghat which will be subleased to the selected operator @Rs 05 Lakh plus GST per annum. There will be an escalation of lease amount of helipad by 05% per annum if the period of license is extended. The successful operator will deposit the Rs 05 Lakh plus GST as sublease amount to UCADA within 07 days of receipt of LoA.

2.32 Notifications

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

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

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

2.33.2 UCADA will promptly notify other Bidders that their Bids have been unsuccessful and their Bid Security will be returned as promptly as possible and, in any case, not later than Thirty (30) days from the date of announcement of the Successful Bidders.

2.34 Performance Security

2.34.1 The Successful Bidder(s) shall each furnish Performance Security of Rs. 30 lakhs by way of an unconditional and irrevocable Bank Guarantee issued by a scheduled bank located in India renewable each year of tender with a validity of 30 days beyond the validity of Contract Agreement.

2.34.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.33 or 2.34 or 2.35 shall constitute sufficient grounds for the annulment of the LOA (where issued), and forfeiture of the Bid Security. In such an event, UCADA reserves the right to

(a) either invite the next lowest Bidder for negotiations as per L1 quote

OR

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

2.35 Each operator will have to provide 10 flying hours (on non-chargeable basis) each Yatra season to meet exigencies as determined by UCADA. The operator will provide the flying hours when directed by UCADA. Any UCADA flying undertaken beyond these 10 hours will be paid @Rs 95000 plus GST per hour to the operator. These services will be provided as per the direction of CEO, UCADA.

- 2.36 If the L-1 bidder does not sign the Agreement, it will liable to be blacklisted for 03 years from the date of notification along with forfeiture of EMD.

SECTION III

CRITERIA FOR QUALIFICATION

3.1 Evaluation Parameters

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

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

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

3.2 Eligibility Criteria

3.2.1 Technical Capacity for purpose of evaluation

- 3.2.1.1 The Bidder as an entity must be currently in the business of operating helicopter services under valid Non-Scheduled Operator's Permit (NSOP) of DGCA, India,

valid on date of submission of bid, supporting documents of NSOP to be enclosed in Technical bid. On subsequent renewals, the operator will provide the updated copy of NSOP documents.

- 3.2.1.2 The Bidder must have 05 years of continuous flying experience out of which hill flying experience of 02 years is mandatory to be submitted as an undertaking in the form of notarised stamp paper of Rs100.
- 3.2.1.3 The Bidder should at the time of the Bid Submission, own/ lease at least 02 helicopter (01 Main Helicopter for shuttle services & 01 Standby helicopter which should be available within 24hrs in lieu of the main helicopter). Supporting documents to be enclosed in the technical bid.
- 3.2.1.4 The Bid should include certified true copies of ownership/lease documents for each helicopter as mentioned in the bid. 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 shuttle period.
- 3.2.1.5 Copies of currently valid C of A, C of R, Weight Schedule etc. issued by DGCA and other competent authorities, for the operation must be furnished along with the Technical Bid
- 3.2.1.6 The Helipad should have public amenities as per DGCA norms and as per Para 7(l) of General Terms and Conditions. (An affidavit on Rs 100 notarised stamp paper needs to be submitted.)
- 3.2.1.7 The Bidder and its management executives should have a clean legal record and should not have indulged in fraudulent practices and black-marketing of tickets in the past. In this regard, Bidder has to submit notarized affidavit on Rs 100 Stamp Paper.
- 3.2.1.8 The Bidder should not have any outstanding dues payable to UCADA. The Operator shall be liable to pay an interest at the rate of 18% per annum on the **shuttle royalty** (which is Rs 3000(Including GST) per landing at Ghangaria Helipad) due amount payable to the UCADA in case the payment is delayed beyond a period of 07 days; besides attracting any penal consequence arising out of violation of the terms and conditions of the Agreement.
- 3.2.1.9 The Bidder must have its own Pilots (minimum 03 pilots for the main/standby helicopter being offered for tender) cleared by DGCA for Hill flying Operations having minimum **1500 hrs (Including 500 hrs of hill flying) as PIC experience and should be current (Copy of current PPC and Hill check to be furnished)**.
- 3.2.1.10 All helicopters offered for Hemkund Sahib Ji shuttles, offered by bidder should have capability to land at 10000 Ft. with minimum 6+1 passengers with a 30 min endurance and 20 min safety margin at ISA + 20° (performance charts outlining the parameters should be provided).
- 3.2.1.11(a)The bidder should have 02 years' accident/incident free record wherein NSOP operator has not been held blame worthy by DGCA.

(b) If the bidder is held blame worthy by DGCA for accident/incident prior the agreement period or during the agreement period, his permission will be cancelled and the next **operator in line will be offered to operate on that specific route.**

3.2.1.12 The bidder should have PAN / TAN of Income Tax. (Copy to be furnished in Technical bid).

3.2.1.13 The bidder should have Goods and Service Tax Registration number. (Copy to be furnished in Technical bid).

3.2.1.14 The Bidder must comply with all the mandatory certifications, approvals from the DGCA and other competent authorities.

3.2.1.15 The offered helicopters mentioned in the Bid should be exclusively for the purpose of this tender and should not be offered on any other contract during the shuttle period. An undertaking on Notarised Rs 100 Stamp paper in this regard is to be submitted with the Technical Bid. In case of any violation, penalty to the tune of Rs 10 Lakh will be imposed.

3.2.1.16 Considering the Monsoon season in Jun-Aug the permission for break in flying during that period the operator shall take specific permissions from UCADA. UCADA reserves the right to accept or reject such requests.

3.2.1.17 Any violation of DGCA Norms/Tender Terms/Black-marketing a fine of Rs 5 lac will be imposed on the operator and further in case of reoccurrence of the same the operators shall be blacklisted for operating in the state of Uttarakhand.

3.2.1.18 The bidder will attach following information with the Technical Bid; If DGCA stricture/warning was promulgated against the bidder company or its pilot or maintenance and operations staff in the past, for breach of regulations and practices/ security reasons and whether the bidder company, its pilots and AME were ever grounded or warned for any breach. It should also include strictures issued during periodic audits by DGCA's Air safety and operations (FSD) directorates.

3.2.1.19 All the documents and undertakings including various certificates, attached with the tender must be signed by the signatory of the Bid with seal of the Company, and Appendix 3A, 3B & 4 the same would also be required to be certified by a Notary on Rs 100 stamp paper. The board resolution of the Bidder authorizing the signatory of the Bid to sign the Bid must be enclosed with the Technical Bid.

3.2.1.20 An affidavit stating that the bidder has not been debarred/disqualified/blacklisted/grounded by the Govt. of India or any State Govt. or by any Govt. organisation, for security reasons or for financial/unethical practices, as on date of the submission of the bid should be enclosed with the Technical Bid.

3.2.1.21 The Applicant should furnish the details of eligible experience as on the date of submission of Bid Document.

3.2.1.22 The Applicants must provide the necessary information as per Appendix 7.

3.2.1.23 The applicant should have all public amenities at their helipads such as waiting room, wash rooms (male/female) gated boundary wall, security and a small canteen. The operator will ensure barricading and proper security arrangements for crowd management at his helipad in such a manner that the passengers can access the helipad only after his ticket is checked. An undertaking in this regard is to be submitted with the Technical Bid.

3.2.1.24 The applicant should have internet facilities at their helipad and helipad should also be covered with the CCTV Cameras having complete coverage of the helipad. Further instruction if required, with respect to installation of cameras at helipad and any other devices at helipad/helicopter as directed by DGCA from time to time, have to be complied with.

(a) Copy of Tech Log will have to be submitted to UCADA on requirement basis. Delay in submission will attract a penalty of Rupees One lakh per instance. Any other methodology regarding compilation and submission of logs, as directed by UCADA have to be complied with.

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

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

3.2.1.26 Blank

3.2.2 Financial Capability

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

(a) net worth as at the end of the most recent financial year i.e. 2022-23 (Ref. Appendix 8)

(b) Average annual Turnover for the last three completed financial years i.e. 2020-21, 2021-22 & 2022-23 (Ref. Appendix 8).

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

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

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

3.3 Evaluation Criteria for Financial Capability

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

The Applicant would have to satisfy the following two criteria:

- Net worth of the Applicant as on the end of the last financial year i.e 2022-23 should be positive;

AND

- The average annual income/turnover of the Applicant for the last three financial years i.e., 2020-21, 2021-22 & 2022-23 shall be at least equal to Rs. 2.5 Crore.

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

SECTION IV

GENERAL TERMS & CONDITIONS

1. The Successful Bidder, upon commencing operations (hereinafter referred to as 'Operator') shall possess on a continuous basis, for the duration of the entire shuttle period, a minimum 02 helicopters Owned or Leased (01 Main Helicopter for shuttle services & 01 Standby helicopter which should be available within 24hrs in lieu of the main helicopter) which meet the specifications laid down in the RFP for shuttle operations for the duration of the shuttle operations in order to ensure smooth operations on specified Route awarded to them. The Operator shall procure and maintain for the entire shuttle period, all the clearances from all government authorities/ agencies/ departments that may be required to lawfully operate on a route in a smooth manner and to ensure the safety of passengers. These would include but not be limited to all clearances related to operational safety to be obtained from DGCA or any other concerned Authority.
2. For this particular route, the Operator shall be required to park at least one operating helicopter for shuttle operations at the Helipad mentioned in the Bid. Each Operator should also be able to position the standby helicopter as approved within 24hrs, to be operated in the event of an emergency or in case the main helicopter operating on any of the route becomes un-worthy of flight, is sold/ transferred or the lease for the same gets terminated. **The Operator shall operate the shuttle services only from the helipad subleased by UCADA.**

3. The period of license shall be for one year extendable by one year at a time for a maximum period of three years on the sole discretion of UCADA (conforming to the Yatra duration, to be notified by the UCADA), The Operator(s) shall accept and adhere to all the Terms and Conditions laid down by UCADA, and enter in to **Agreement(s)** with the UCADA in the form prescribed by the UCADA, for the license **term of one year**, within a period of 07 days from the date of award of the Contract; failing which the EMD in full (i.e. **Rs. 15 Lakh**) shall be forfeited and credited to the Account of the UCADA. Besides, such a bidder shall be blacklisted for a period of three years.
4. The operator shall carry out the flight operations daily, with least inconvenience to the Yatris, subject to fair weather conditions and clearance by the ATC/Competent authority.
5. Operator will ensure that they take DGCA clearances. Operator will strictly comply with all the DGCA rules and regulations.
6. UCADA will reserve the right to impose penalties on the operator in case any violations are found.
7. The Operator shall have to comply with the following requirements during its operations:
 - a. Loading of the helicopter at helipads prior to the flights shall be the responsibility of the Pilot-in-Command, who shall take the deciding call on satisfying himself on all accounts including weather 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. The successful bidder shall deploy sufficient number of experienced, technically qualified and trained support staff for managing all necessary ground operations and for smooth flying. The ground staff must be sufficiently trained to manage the operation of such magnitude.
 - d. 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.

- e. The Operator shall conspicuously draw and display in at least two languages (English/Hindi), prior to day's operations, detailed guidelines for operational activities on all helipads of operation, indicating the nature of duties and responsibilities entrusted to its personnel and general coordination procedures including action to be taken during emergencies and also for search and rescue operations.
- f. Whenever required, the Operator shall obtain due clearance from nearest Indian Airforce Base, as well as Metrological information from the detachment based at the relevant stations.
- g. Spare Forms for reporting the incidents/occurrences must be available with the operating Pilots.
- h. The number of persons onboard shall be strictly limited to that as laid down by DGCA for the Make/Model of the helicopter, and a copy of the same shall be furnished in advance to the UCADA.
- i. 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.
- j. The operator shall be responsible for adequate quantity of ATF at the helipad site.
- k. Blank
- l. The following facilities, duly coordinated with UCADA / DGCA, shall be provided by the Operator(s):
 - i) Fire fighting equipments and arrangements relating to their operation in the subleased helipad as well as at Ghangaria helipad, as per DGCA Guidelines.
 - ii) Marking of both the Helipads.
 - iii) Installation of Wind Socks at both helipads.

- iv) Check-in counters and display boards.
 - v) Tamper proof refueling arrangements.
 - vi) All public, amenities such as wash room (Men/Women) waiting room, drinking water, etc should be available at each helipad.
 - vii) Minimum 02 stretchers will be available at each helipad.
 - viii) Operator will ensure adequate drinking water is available in the helicopter.
- m. Change of crew will not be allowed with rotor “on” position in a single pilot Configuration.
8. The successful bidder will be required to submit a Performance Bank Guarantee of a Nationalised Bank of Rs 30.00 Lakhs favouring Uttarakhand Civil Aviation Development Authority. The Performance Bank Guarantee of the Operator shall be retained and returned at the end of the license period, if so required as per the terms of Agreement only after satisfaction of UCADA that the operator has not incurred any other financial liability on any account whatsoever. The successful bidder may also furnish a FD of a scheduled Bank duly endorsed on UCADA.
9. No landing charges other than royalty @Rs 3000 per landing shall be charged by UCADA for landings made at Ghangaria Helipad by the successful bidder.
10. Each pilot operating Shuttles for Ghangaria will be permitted a maximum of 50 landings in a day and the bidder will comply with DGCA CAR Section-7 Series-J Part-II without any aberrations.
11. The flying operations shall be governed in full compliance of NGT requirements in regard to height and noise levels given below:
- a) Height - Minimum 2000 feet.
 - b) Noise level as per NGT norms.

The successful bidder will also be required to submit the details of flying on a daily basis to UCADA, non-compliance will invite penalties as decided by UCADA.

12. The booking of Heli tickets for shuttle services will be online through website authorized by UCADA. 03% (Inclusive of GST) of the tariff of each booked ticket as

Yatra Facilitation Charges shall be charged by UCADA from the shuttle operator. Booking charges/convenience fees over and above the ticket charges shall be collected from the passenger by the ticket booking agency authorised by UCADA. Dynamic pricing system over and above the L1 rate may be introduced. Any change in the system for the allotment/ reservation/ booking of the seats will be notified by UCADA.

13. The authorized personnel from UCADA may conduct surprise checks or be present at the counters to ensure that there is no overcharging of the authorized passenger fares or any other aberration leading to harassment of the Yatri/passenger or loss of revenue to UCADA.
14. Operator shall be under obligation to accord preference to the differently abled persons and to other persons as may be directed by CEO/Additional CEO, UCADA, while boarding the passengers.
15. During the Yatra period, the Operator will furnish daily flying report, by 1900 hrs every evening, indicating the volume of traffic for the day from all the sorties, to enable UCADA to regulate Darshans of the Yatris travelling by helicopter.
16. (i) The Bidder shall quote rates of tariff/ ticket prices per passenger (inclusive of all costs), the passenger fares shall not be increased during the period of Yatra. In case Government reduces or withdraws any tax the cost of ticket shall be reduced to the extent of such reduction accordingly by the Operator.

(ii) The Operator shall pay royalty inclusive of GST equal to Rs 3,000 per landing at Ghangaria Helipad. The royalty amount has to be deposited on weekly basis.
17. The cancellation and refund policy shall be as per the rules defined in the booking portal of the authorised booking agency.
18. All other equipment/infrastructure for communication, meteorological facilities, medical facilities, fire-fighting and safe flying operation etc shall be the sole responsibility of the Operator, who shall provide it as per norms prescribed by DGCA/ other agencies. The operator will ensure barricading at his helipad in such a manner that the passengers can access the helipad only after his ticket is checked. The Operator shall make its own arrangements, at its own cost, for establishing two-way communications to be provided at the helipads and also with the helicopter in operation for communicating the weather conditions, safety

measures, etc. Through modern and reliable communication systems It shall also be the joint responsibility of the Operators to formulate a common SOP to coordinate their communication/ operations with each other, if any permitted, as also with any Government run or other Helicopters in the area, for smooth, safe and hassle free operations.

19. 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) The successful bidder shall deploy sufficient number of experienced, technically qualified and trained support staff for managing all necessary ground operations and for smooth flying. The ground staff must be sufficiently trained to manage the operation of such magnitude.
 - c) Third Party Legal Liability Insurance to indemnify 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.
 - d) Passenger Liability Insurance to indemnify in respect of all sums which shall become legally payable for admitted liability of **Rs. 20,00,000/-**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.
 - e) Combined Single Limit Insurance Cover (Bodily injury/property damage /baggage loss etc) of amount Rs 50,00,00,000(Fifty Crore) laid down by the prescribed authority, whichever is higher.
20. 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.

21. The Operator shall ensure availability of stand by helicopter at all times during the Yatra period. Failure to maintain the stand by helicopter in airworthy condition shall be considered as violation of the Contract and may result in imposition of fine and/ or any other penalty deemed fit by CEO, UCADA for uninterrupted shuttle services.
22. The Operator shall carry out its operations in customer (Yatri) friendly manner and ensure that no undue inconvenience/ hardship is caused to the Yatris. In the event of receipt of any complaint regarding inconvenience having been caused to the pilgrims, the matter shall be investigated by the CEO, UCADA, or his authorized representative.
23. 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.
24. The license shall be co-terminus with the expiry or afflux of the Yatra period and other conditions specified in the Agreement.
25. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.
26. 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.

27. In case any matter related to deficient heli services is filed by a Yatri in any Court of Law/ Forum, it will be the sole liability and responsibility of the Operator to defend the case and pay any compensation/ fine/ refund/ any other such money as may be awarded by the concerned Court/ Forum. In such a case the entire liability shall be of the Operator and UCADA shall not be responsible for the liability/ consequences whatsoever.
28. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by CEO UCADA.

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

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

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

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

30. UCADA reserves the right to cancel this tender or modify the requirement.
31. UCADA also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective parties to be kept informed about it.
32. Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Operator and UCADA, during the period of the

contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

33. NOTE: All the above-mentioned work as per tender document is indicative and not exhaustive.
34. Any violation of the Terms and Conditions shall hold the Operator liable for the termination of its license, forfeit of the security deposit, or any other such action as the CEO, UCADA may consider appropriate.
35. Few points such as prior complaint against the operators will also be taken into consideration while awarding the contract.
36. Chief Executive Officer, UCADA shall have the absolute right to reject any bid or all the bids, without assigning any reason, whatsoever and the decision of the CEO will be final and binding. An undertaking to this effect is to be submitted along with the bid.
37. UCADA reserves the right to utilize the helicopter(s) operating at Ghangaria helipad for reconnaissance for security and/or disaster preparedness purposes. Such reconnaissance sorties will take priority over shuttle sorties.
38. The Operator shall arrange, on immediate priority, for transportation of seriously ailing pilgrims or officers on duty on the specific authorization of CEO/ Head of Operations UCADA or officer so authorised by them at Govt. approved rates/10 guaranteed hours as per tender terms.
39. **Penalties**
 - a) When the helicopter is requisitioned by UCADA and if any operator refuses or shows inability, a penalty of Rs 02.00 lakh will be levied.
 - b) Withdrawal of any helicopter on the grounds of reduced pilgrim traffic etc. shall be allowed only after the Operator has obtained the specific written approval of the Chief Executive Officer/ Addl. Chief Executive Officer, UCADA failing which a penalty @ Rs 20,000/- per scheduled flying hour (subject to a maximum of Rs. 100,000/- per day) shall be liable to be imposed. The above penalty shall also apply in case the Operator suspends flying beyond 24 hours, on account of some technical snag/ non availability of pilots or any other reason whatsoever. The penalty amount shall be double in the subsequent days of suspended operations i.e. Rs. 40,000/- per

scheduled flying hour (subject to a maximum of Rs. 200,000/- for 2nd day), Rs. 80,000/- per scheduled flying hour (subject to a maximum of Rs. 400,000/- for 3rd day) and so on till 07 days after which the contract of the successful operator can be cancelled.

c) In the event of receipt of any complaint regarding inconvenience caused to the pilgrims possessing valid tickets, misbehaviour with a passenger, or any other such complaint relating to the Operator or its staff duly deployed for duties, the matter shall be investigated by the UCADA solely or jointly with the operator. In case the complaint is found to be genuine, the Operator shall be liable to refund an amount not exceeding the amount of the passenger fare for the sector for which the passenger(s) holds a valid ticket and a penalty of Rs. 20,000/- for such an incident, payable to UCADA. In case of recurrence of such verified complaint, an additional penalty of Rs. 10,000/- per case shall be levied, over and above the previous penalty imposed in such a case. A report in respect of each such complaint, if any, shall be sent to the Operator's Head Office. Further, if more than 03 complaints are found genuine, the contract of the successful operator can be cancelled.

d) The offered helicopters mentioned in the Bid should be exclusively for the purpose of this tender and should not be offered on any other contract during the shuttle period. An undertaking on Notarised Rs 100 Stamp paper in this regard is to be submitted with the Technical Bid. In case of any violation, penalty to the tune of Rs 10 Lakh will be imposed.

e) The successful bidder should submit the copy of manifest and part of the boarding pass at the end of each calendar month. Delay by one week in submission will attract a penalty of Rupees One lakh per week.

f) Any violation of DGCA Norms/Tender Terms/Black-marketing a fine of Rs 5 lac will be imposed on the operator and further in case of reoccurrence of the same the operators shall be blacklisted for operating in the state of Uttarakhand.

g) The Bidder should not have any outstanding dues payable to UCADA. The Operator shall be liable to pay an interest at the rate of 18% per annum on the shuttle royalty due amount payable to the UCADA in case the payment is delayed beyond a period of 07 days; besides attracting any penal consequence arising out of violation of any of the terms and conditions of the Agreement.

h) The operator will have to provide 10 flying hours (on non-chargeable basis) each Yatra season to meet exigencies as determined by UCADA. The operator will provide the flying hours when directed by UCADA, failure in doing so will attract a penalty of Rs 02 lakh each time. In such a case the balance number of hours will remain unchanged. These services will be provided as per the direction of CEO, UCADA.

i) Copy of Tech Log will have to be submitted to UCADA on requirement basis. Delay in submission will attract a penalty of Rupees one lakh per instance. Any other methodology regarding compilation and submission of logs, as directed by UCADA have to be complied with.

Chief Executive Officer UCADA

COVERING LETTER FOR SUBMITTING BID

On the Letter Head of the Bidder

Date:

To,

Uttarakhand Civil Aviation Development Authority,
Dehradun

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

Sir/Madam,

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

We are enclosing our Bid including Technical bid (Key Submissions and Qualification Information) and Financial Bid at e-portal as well as physically in one original plus one copy, with the details as per the requirements of the Bid Document, for your evaluation.

We confirm that our Bid is valid for a period of time as required in clause 2.12 of this RFP from _____ (Bid Due Date).

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

Yours faithfully,

(Signature of Authorised Signatory)
(Name, Title and Address of the Bidder)

DETAILS OF BIDDER

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

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

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

POWER OF ATTORNEY

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

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

Dated this the _____ Day of _____ 2024

For _____

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

(Signature)

(Name, Title and Address)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date.

Notes:

- To be executed by any of the partners/ Directors, as the case may be.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Bid is signed by an authorised Director/Representative, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

- In case the Bid is executed outside India, the Bidder has to get necessary authorisation from the Consulate of India.

FORMAT FOR AFFIDAVIT OF CLEAN LEGAL RECORD

To Whom it may Concern

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

Signatory _____ Name and Designation of Authorized

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

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

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

Dated this _____ Day of _____, 2024

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

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

FORMAT FOR PROJECT UNDERTAKING

[On the Letter head of the Bidder]

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

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

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

We hereby agree and undertake as under:

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

Dated this _____ Day of _____, 2024.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

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

FORMAT FOR BID SECURITY

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

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

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

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

WHEREAS

A. M/s. _____ Ltd², a Company incorporated under provisions of the Companies Act, 1956/registered partnership/proprietorship firms having its registered office at _____ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, has/have bid for Operation of Helicopter Shuttle Service for [name of route] route (hereinafter referred to as “the Project”).

B. In terms of Clause 2.12 of the Bid Document dated _____ issued in respect of the Project (hereinafter referred to as “Bid Document”) the Bidder is required to furnish to UCADA an unconditional and irrevocable Bank Guarantee for an amount of Rs _____/- (Rupees _____ only) as Bid Security.

C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

(a) The Guarantor, as primary obligor shall, without demur, pay to UCADA an amount not exceeding Rs _____/- (Rupees _____ only), within **7 days** of receipt of a written demand from UCADA calling upon the Guarantor to pay the said amount

² Insert name of the Successful Bidder (a company/partnership/proprietorship firm) as the case may be.

and stating that the Bid Security provided by the Bidder has been forfeited in terms of Clause 2.11.3 of the Bid Document.

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

IN WITNESS WHERE OF THE GUARANTOR HAS SET ITS HANDS HERE ONTO ON THE DAY, MONTH AND YEAR FIRST HERE IN ABOVE WRITTEN.

Signed and Delivered by _____
Bank by the hand of Mr/Ms _____
its _____ and authorised official.

GUIDELINES FOR PROVIDING INFORMATION RELATED TO BID

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

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

Sl. No	Particulars of information	To be filled by the bidder
1.	Name of the Bidder (Proof of possession of offered Helicopters i.e. Registration Certificate /Lease Agreement to be provided)	
2.	Is your Company holding NSOP from the Regulatory Authority (please attach copy of the same) Date of Initial issue:	
3.	Average Annual turnover of the Bidder relating to helicopter operations for the last three financial Years as given in RFP as per audited balance sheet, (Rs Two Crore Fifty Lakhs per annum) Copy thereof to be attached. A certificate duly signed and attested by CA for this purpose to be enclosed.	
4.	Annual Safety / Surveillance Audit Report for last two years issued by DGCA. (Copies to be enclosed)	
5.	Detail of Bid Security Deposit of Rs. 15.00 lakh. (Instrument No. and date etc). Original EMD/bid security to be deposited physically.	
6.	Duration of validity of bid (as per clause 2.12)	
7.	Number and Types of Helicopters offered: a. Call Sign/Registration Number of the helicopter: b. Year of Manufacture: c. Manufacturer's Name: (Proof to be enclosed)	
8.	Capacity of helicopters offered: i. Passenger seats available in each helicopter ii. Number of seats offered in each helicopter (excluding crew) - Min. 06 Seats to be offered. iii. Performance graph as per the given parameters.	
9.	Date of issue of Certificate of Air worthiness for each helicopter: (Proof to be attached)	

10.	Date of expiry of Certificate of Airworthiness:	
11.	Copy of hull and crew insurance, indicating Certificate No and its validity:	
12.	Bidder's total fleet of helicopter (with Type and Call Sign):	
13.	Whether the general Terms & Conditions are fully acceptable (yes/no)	
14.	Confirmation regarding provision of the Insurance Cover for helicopter passengers and third party. (undertaking) (Copy of the Policy/Certificate to be attached)	
15.	Confirmation that the bidder shall abide by the requirements laid down by Civil Aviation Regulatory Authority in India:	
16.	Notarised Affidavit stating that Company/Firm is not blacklisted by Government of India or any State Government as per Annexure 3 B	
17.	Details of Pilots (minimum 03 per helicopter) on the payroll with their hill experience, currency and license.	

Note: All the undertakings/ certificates regarding information relating to above points may be submitted after getting it notarised.

Signature of Authorized Signatory_____

Name_____

Date_____

Designation_____

APPENDIX 8

FORMAT FOR FINANCIAL CAPABILITY # OF THE APPLICANT

(Equivalent in Rs. Crore)

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

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

*

General Instructions:

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

FORMAT FOR FINANCIAL PROPOSAL
(To be filled in BOQ Only)

Date:

To,

[],

Uttarakhand Civil Aviation Development Authority

[],

Dehradun-[]

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

Sir/Madam

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

S. No.	Description	Route	Bid Amount (Rs) in figures including GST	Bid amount (in words)
1	Maximum One-Way Tariff	Govindghat - Ghangaria/ Ghangaria - Govindghat		

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

..... Name of the Bidder

..... Signature of the Authorised Person

..... Name of the Authorised Person

Note:

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

AGREEMENT

This Agreement is made the _____ day of _____ 2024

BETWEEN: UTTARAKHAND CIVIL AVIATION DEVELOPMENT
 AUTHORITY ('UCADA')

AND

Heli Operators Operating shuttle services for Hemkund
Sahib for landing at Ghangaria Helipad.

BACKGROUND

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

TERMS AND CONDITIONS

- a) The booking of Heli tickets for shuttle services will be online through website authorized by UCADA. 03% (Inclusive of GST) of the tariff of each booked ticket as Yatra Facilitation Charges shall be charged by UCADA from the shuttle operator. Booking charges/convenience fees over and above the ticket charges shall be collected from the passenger by the ticket booking agency authorised by UCADA..
- b) Heli-operators are responsible to obtain all the licenses and government clearance to operate as heli-service providers in the state.
- c) Heli-operators are responsible to maintain necessary facilities i.e. fire safety, water, electricity and general public utility, Internet and other facilities as

mentioned in the tender document at approved helipads in the state including Ghangaria helipad.

- d) The pricing of the tickets will be decided by UCADA through open tender.
- e) The service provider heli-operators will provide services to the pilgrims on the tickets issued by the operator.
- f) UCADA will raise the bills to operators for royalty and other charges as mutually decided by the state government.
- g) The ticket price charged from the pilgrims is inclusive of GST and any other applicable levies.

TAXES AND LIABILITY

- a) The liability to run the helicopter and take the pilgrims to the desired destination lies on the private Helicopter Operators.
- b) UCADA will not be responsible for any cancellation of the helicopter services and the heli-operators are bound to provide services to the pilgrims who have purchased tickets from UCADA/agency determined by UCADA.
- c) All the charges or cost of cancellation to be borne by the Helicopter Operator
- d) The liability of GST on amount collected as ticket charges is of the service provider i.e. private Helicopter Operator. They have to register for GST in Uttarakhand.
- e) Liability of GST on tickets will be borne by the operator.
- f) UCADA would be responsible to deposit GST on the Royalty amount received by it from the operator.
- g) UCADA shall not be responsible for any default made by the Helicopter Operators in paying its tax liabilities.

DISPUTES, IF ANY

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