

Uttarakhand Civil Aviation Development Authority

BID DOCUMENT

October 2024

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION
OF TWIN ENGINE TURBOJET FOR THE MOVEMENT OF
VVIP/VIP OF GOVERNMENT OF UTTARAKHAND AND
OTHER MISCELLANEOUS PURPOSES FOR 01 YEAR**

October 2024

Uttarakhand Civil Aviation Development Authority (UCADA)

DISCLAIMER

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

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

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of the UCADA, GoUK or any of 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

TABLE OF CONTENTS

NO.	CONTENTS	PAGE NO.
	Invitation for Bids	1
	Schedule of Bidding Process	2
I	Introduction	3
II	Bidding Procedure	6
III	Criteria for Qualification	18
IV	General Terms & Conditions	21
	Appendices	
1	Covering letter for submitting Bid	26
2	Details of the Bidder	27
3A	Format for Power of Attorney for signing of Bid	28
3B	Format for Clean Legal Record	29
4	Format for anti-collusion certificate	30
5	Format for Project Undertaking	31
6	Format for Bid Security	32-33
7	Guidelines for providing information related to experience	34
8	Format for Financial Capability of the Applicant	35
9	Format for Financial Proposal	36

NOTICE INVITING E-TENDER**Tender Ref. No.: 2338/UCADA/FixedWing/2024****REQUEST FOR PROPOSAL (RFP) FOR SELECTION
OF TWIN ENGINE TURBOJET FOR THE MOVEMENT OF VVIP/VIP OF
GOVERNMENT OF UTTARAKHAND AND OTHER MISCELLANEOUS
PURPOSES FOR 01 YEAR**

Uttarakhand Civil Aviation Development Authority (UCADA) proposes to select one operator for the movement of VVIP/VIP of Government of Uttarakhand and Other Miscellaneous Purposes in Uttarakhand for a period of **01 Year (Extendable by one year on mutual consent)**

- A. The BID Document can be downloaded from the website: www.uktenders.gov.in Parties to submit the cost of BID Document at the address given on the right before the last date and time of bid submission.
- B. All subsequent, notification, changes and amendments would be posted only on the aforesaid website/s.
- C. Cost of Bid Document: Rs.50000+18% GST= **Rs. 59000/-** in the form of crossed demand draft (non-refundable) favoring [CEO, Uttarakhand Civil Aviation Development Authority] payable at Dehradun.
- D. *This is an independent e-tender.*

**Project Proponent and Address for
Communication**

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

Sd/-

CEO, Uttarakhand Civil Aviation Development Authority (UCADA)

SCHEDULE OF BIDDING PROCESS

Date of Downloading of Tender	:	17/10/2024 Time 1600 HRS
Pre-Bid Meeting	:	22/10/2024 Time 1130 HRS
Last date for seeking clarification	:	22/10/2024 Time 1130 HRS
Last date for submission of documents physically at UCADA	:	04/11/2024 Time 1600 HRS
Last Date for submission of Tender	:	04/11/2024 Time 1100 HRS
Opening of Technical Bid	:	04/11/2024 Time 1630 HRS (At UCADA premises)

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 Agreement Objective & Scope

The objective of agreement to select Bidders is to provide safe, dependable, economical and continuous services for selection of Twin Engine Turbojet for the movement of VVIP/VIP of government of Uttarakhand and other miscellaneous purposes for 01 year extendable on mutual consent by one year from the date of positioning of Twin Engine Turbojet aircraft.

The selected bidders will quote per hour flying rates and shall provide a Twin-Engine Turbojet with qualified pilots and associated staff for undertaking operations for the minimum no. of 180 guaranteed hours per annum. If flying exceeds the minimum guaranteed hours by the end of the contract period, then payment will be made for actual flying hours at quoted rate in financial bid by the end of the contract period.

- a) Security arrangements at any operational base shall be provided by local administration.
- b) Payment will be made on monthly basis. Payment will be made within a month of receipt of invoice.
- c) Monthly payment of minimum assured flying hours will be made. Even if the actual flying is above assured monthly hours, only minimum monthly hours will be paid. In the last month of contract extra flying, if any, will be paid after reconciliation of the entire year. In case of termination within the contract period, only the actual flying hours flown till that time will be paid. If any amount has been paid more than the actual flying hours due to the monthly minimum hours payment, then the surplus amount paid to the operator has to be returned back by the operator within 15 days of the termination failing which recovery action and other legal action will be taken, in addition to the forfeiture of Performance security.
- d) Operations: Movement of VVIP/VIP of government of Uttarakhand and other miscellaneous purposes.
- e) The Twin Engine Turbojet aircraft will be primarily used for Movement of VVIP/VIP of government of Uttarakhand and other miscellaneous purposes.
- f) Twin Engine Turbojet aircraft shall be released from flight operations in case of urgent/important tasks such as carrying out unscheduled maintenance operations and for tasks such as emergency repairs etc. only on providing a substitute Twin Engine Turbojet aircraft within 24 Hours and no reimbursement will be made for positioning and de-positioning in this case. In such case prior permission from

UCADA would be mandatory. In case of non-compliance penalty as per 3.2.1.11 will be applicable.

- g) For scheduled maintenance or servicing and mandatory grounding as per DGCA norms a substitute Twin Engine Turbojet aircraft need not be provided normally. However, in case of requirement a substitute Twin Engine Turbojet aircraft has to be provided on 24 hours' notice, failing which penalty as per 3.2.1.11 will be applicable.
- h) Whenever there is no pre-notified demand by Uttarakhand Government / UCADA or demand as per the procedure defined in the authorized SOP, after written permission from UCADA, aircraft can be used by the service provider for charter and other operations with the following conditions:
- The said Twin Engine Turbojet aircraft or a suitable Twin Engine Turbojet aircraft of similar specifications as per RFP will have to be provided by service provider on four hours prior notice by the Uttarakhand Government / UCADA.
 - If the said Twin Engine Turbojet aircraft is not provided by the service provider for the contracted services within the notice period of four hours, while it is being used for charter or any other operations, then the cost incurred by Uttarakhand Government / UCADA in hiring of aircraft from any other service provider for the said service, will be deducted from the due payment of the service provider and a penalty of five lakhs will be imposed for not providing services within 4 hours' notice.
 - In case if the service provider repeatedly fails to provide services on more than three instances within the due time, then the service provider company will be blacklisted to operate in the state for a period of 3 years. The security deposit will be forfeited and contract will be terminated.
- i) Date of Twin Engine Turbojet aircraft positioning: - **Within one week from workorder.**
- j) Placement will be in Jollygrant Airport or any other place as directed by CEO UCADA.
- k) Boarding, Lodging, Transportation to staff and Fuel Transportation will be provided by bidder.
- l) The frequent audit of maintenance setup of the operator will be done by the engineers of UCADA

1.3 Roles and Responsibilities

The NSOP Operator shall be responsible for the following:

- a) Operate regular and dependable Twin Engine Turbojet aircraft services, while ensuring the safety of passengers and adhering to DGCA prescribed rules & guidelines and industry best practices.
- b) Own at least one Twin Engine Turbojet aircraft to be operated on instructions of UCADA for the duration of agreement period in order to ensure smooth operations.

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

1.4 Brief Description of Bidding Process

- 1.4.1 UCADA intends to adopt a single stage 2 cover bidding process for selection of the Successful Bidder.
- 1.4.2 The Bids would be evaluated on the basis of the criteria set out in this Bid Document. The Successful Bidder would then be required to enter into an Agreement

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

2.1.1 The Bidders eligible for participating in the bidding process shall be a Single Business Entity and not a consortium.

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

- (i) A registered partnership/sole proprietorship firm¹
- (ii) A Company² registered in India under the provisions of the Companies Act, 1956 & 2013 or under the equivalent law in the case of a foreign Company but the foreign company should be registered in India too.

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 Twin Engine Turbojet aircraft services and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.

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

- I. the Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its

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

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

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

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

2.2 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.

2.3 Project Inspection and Site Visit

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

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

2.4.1 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.

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

UCADA reserves the right to reject any Bid if:

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

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

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

B. DOCUMENTS**2.5 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 2.7.

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

2.6 Clarifications sought by Bidder

A prospective Bidder requiring any clarification on the Bid document may notify UCADA in writing to the address as specified in Clause 2.16.1. 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. *UCADA reserves right to reply or not reply any of the queries.*

2.7 Amendment of Bid Document

2.7.1 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 **www.uktenders.gov.in** and such addenda would form part of the Bid Document.

- 2.7.2 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 be posted on the website of the UCADA www.ucada.in and www.uktenders.gov.in

C. PREPARATION AND SUBMISSION OF BID

2.8 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.

2.9 Currency

The currency for the purpose of the Bid shall be in Indian Rupee (INR).

2.10 Bid Security

- 2.10.1 Bids would need to be accompanied by a Bid Security for **Rs 25,00,000/- (Rs. Twenty-five lakhs only)**. The Bid Security shall be kept valid through the Bid Validity Period and would be required to be extended if so, required by UCADA.

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

- (a) an irrevocable and unconditional bank guarantee in favour of CEO, Uttarakhand Civil Aviation Development Authority as per the format set out in Appendix 6; or
 - (b) A demand draft in favour of CEO, Uttarakhand Civil Aviation Development Authority payable at Dehradun.
- 2.10.2 The Bid Security shall be returned to the unsuccessful Bidders within a period of one month from the date of signing of 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.

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

- (a) if the Bidder withdraws its Bid except as provided in Clause 2.12;
- (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.

2.11 Validity of Bid

Bids shall remain valid for a period not less than **120 days** from the Bid Due Date (Bid Validity Period). UCADA reserves the right to reject any Bid, which does not meet this requirement.

2.12 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 would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.10 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

2.13 Bidder's Responsibility

2.13.1 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.

2.13.2 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) all other matters that might affect the Bidder's performance under the terms of this Bid Document.

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

2.14 Format and Signing of Bid

2.14.1 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.

2.14.2 The Bid should be submitted in two parts:

Part 1: Key Submissions, which would include:

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

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

2.14.3 Blank

2.14.4 If the Bid consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

2.14.5 The Bid and its copy shall be typed or printed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.14.6 All documents will be notarized.

2.15 Sealing and Marking of Bid

2.15.1 All the documents need to be submitted online. However, *hard copies also need to be submitted*. The Bidder shall seal the Key Submissions and Qualification Information (Part I) duly marking the envelopes as "KEY SUBMISSIONS & QUALIFICATION INFORMATION".

2.15.2 Blank

2.15.3 The envelope shall indicate the name, address and contact phone number of the Bidder

2.15.4 The envelope shall clearly bear the following identification: “Application for Selection of Twin Engine Turbojet aircraft Operator for Movement of VVIP/VIP of government of Uttarakhand and other miscellaneous purposes”

2.15.5 Blank

2.15.6 The envelope shall be addressed to:

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

2.15.7 Bid documents not submitted online on www.uktenders.gov.in will not be entertained.

2.16 Bid Due Date

2.16.1 Documents should be submitted physically at UCADA before or on 4th Nov 2024 by 1600 hours IST as set out in the Schedule for Bidding Process, at the address provided below in the manner and form as detailed in this Bid Document. Bids submitted by e-mail will not be acceptable.

CEO, UCADA
Sahastradhara Helidrome
PO Kulhan, Dehradun-248001

2.16.2 UCADA, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.

2.16.3 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 authorization letter to attend the bid opening on the Bid Due Date.

2.17 Late Bids

Any Bid received by UCADA after 4th Nov 2024 by 11:00 hours IST will not be accepted.

D. EVALUATION OF BID

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

2.19 Bids for which an acceptable notice of withdrawal has been submitted in accordance with this document shall not be opened.

2.20 UCADA reserves the right to ask for any missing/ supporting document or any clarification, through any medium, required for technical evaluation, before opening of financial proposal.

2.21 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 raised by UCADA for supplemental information required for the evaluation of the Bid.

2.22 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.

2.23 Tests of Responsiveness

2.23.1 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 2.16.2
- (b) It is accompanied by the power of attorney as specified in Clause 2.1.3.
- (c) It is accompanied by Bid Security as specified in Clause 2.10.
- (d) It contains all the information and documents as requested in the Bid Document.
- (e) It contains information in formats specified in this Bid Document.
- (f) It mentions the validity period as set out in Clause 2.11
- (g) It provides information in Reasonable Detail. ("Reasonable Detail" means that, but for minor deviations, the information can be asked, reviewed and evaluated by UCADA with/without communication with the Bidder). UCADA reserves the right to determine whether the information has been provided in Reasonable

Detail.

(h) There are no inconsistencies between the Bid and the supporting documents.

2.23.2 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 Twin Engine Turbojet aircraft 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

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

2.24 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 through any medium.

2.25 Bid Evaluation

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

2.25.2 The Bids will be evaluated in 2 steps as detailed in the following Clauses 2.27 & 2.28 ("Bid Evaluation").

2.26 Scrutiny of Key Submissions

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

2.27 Evaluation of Qualification Information

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

2.28 Evaluation of the Financial Bid

2.28.1 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.

2.28.2 The Bidder quoting the lowest per hour rate for the guaranteed hours per annum shall be declared as L-1 bidder.

2.28.3 Not more than One Operators shall be selected. In the event of more than two L1 Bidders, UCADA may:

(i) Invite fresh Proposals from the Bidders;

OR

(ii) If more than one Bidders quote identical financial bid and declared L1 than selection will be done by lottery system.

2.29 Flight Plans

2.29.1 UCADA will provide flying orders to the selected bidder.

2.30 Notifications

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

2.31 Acknowledgement of Letter of Acceptance (LoA) and Execution of Agreement

2.31.1 On the date of issue of the LoA, the Preferred Bidders shall acknowledge the LoA and will hereinafter be known as the Successful Bidders(s). The Successful Bidder shall execute Agreement within 07 days (or any extension thereof provided by UCADA) of the issue of LoA.

2.31.2 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 one month from the date of announcement of the Successful Bidders.

2.32 Performance Security

2.32.1 The Successful Bidder(s) shall each furnish Performance Security of 5% of contract value by way of an irrevocable and unconditional Bank Guarantee issued by a scheduled bank located in India in favour of CEO, UCADA, as required under the Agreement

2.33 Failure of the Successful Bidder to comply with the requirements of Clause 2.32.1 or 2.34 shall constitute sufficient grounds for the annulment of the LOA (where issued), and forfeiture of the Bid Security. In such an event, UCADA reserves the right to

(a) either invite the next lowest Bidder for negotiations.

OR

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

2.34 If the L-1 bidder does not sign the Agreement. It will be liable to be blacklisted for 02 years along with forfeiture of EMD from the date of notification, then it can be given to L2.

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) annual income/turn over

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 Twin Engine Turbojet aircraft 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)
- 3.2.1.2 The Bidder should at the time of the Bid Submission must have at least one Twin Engine Turbojet aircraft owned or on lease. The lease agreement must be valid for the entire period of contract. The Bid should include certified true copies of ownership/lease.
- 3.2.1.3 Copies of currently valid C of A, C of R, issued by DGCA and other competent authorities, for the operation must be furnished along with the Technical Bid.
- 3.2.1.4 The Bidder and its management executives should have a clean legal record and should not have indulged in fraudulent practices and black-marketing in the past. (An affidavit required)
- 3.2.1.5 The Bidder must have Pilots who has qualified to fly VIP/VVIP flying as per DGCA norms (Supporting documents to be furnished in Technical bid).
- 3.2.1.6 All Fixed Wing Turbojet aircrafts offered by bidder should have capability of minimum 7 passengers and One crew as per DGCA norms and should be airworthy as per DGCA norms for hill operations. (Supporting Documents to be submitted)
- 3.2.1.7 The bidder should have 02 years accident/incident free record wherein NSOP operator has not been held blame worthy by DGCA. (An affidavit required)
- 3.2.1.8 The bidder should have valid PAN number. (Copy to be furnished in Technical bid).
- 3.2.1.9 The bidder should have Goods and Service Tax Registration number. (Copy to be furnished in Technical bid).
- 3.2.1.10 The Bidder must comply with all the mandatory certifications, approvals from the DGCA and other competent authorities.

- 3.2.1.11 An undertaking should be submitted by the operator that they will provide substitute Twin Engine Turbojet aircraft if the offered Twin Engine Turbojet aircraft becomes unserviceable or is not available due to any reason or in case of requirement during scheduled maintenance/ servicing/ mandatory grounding as per DGCA norms, substitute Twin Engine Turbojet aircraft is to be positioned within 24 hours. In case the operator fails to position the substitute Twin Engine Turbojet aircraft within the stipulated time UCADA can hire any other Twin Engine Turbojet aircraft for the same purpose. In that case the actual cost of hiring will be deducted from the monthly payment of the selected operator. In case if the operator fails to position a substitute Twin Engine Turbojet aircraft even after 72 hours a penalty of **Rs 2 lakh** per day up to a maximum of **Rs 50 lakhs** for a period of 25 days will be imposed. This penalty will be over and above the deductions done in the monthly bills for the actual cost of hiring of alternative Twin Engine Turbojet aircraft by UCADA during the period of 25 days of disruption. After the period of 25 days, the contract will be terminated. Payment will be made only for the actual flying hours till the period before termination of contract, after deduction of penalty and the actual cost of hiring of any alternative Twin Engine Turbojet aircraft. In such case, performance guarantee shall be forfeited and right of participation for future bidding will be ceased.
- a) When the Twin Engine Turbojet aircraft is requisitioned by UCADA for any task operator refuses or shows inability to respond in time, a penalty of Rs 02.00 lakh will be levied.
 - b) Withdrawal of Twin Engine Turbojet aircraft on any ground other than permitted by State Government / UCADA shall not be allowed.
 - c) Use of Twin Engine Turbojet aircraft for charter or any private operations will be applicable only upon fulfilling conditions as defined under 1.2 (h) and 1.2(i). Penalty for noncompliance while Twin Engine Turbojet aircraft is used for charter or other private operations will be as defined under 1.2(i).
- 3.2.1.12 A notarized 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.
- 3.2.1.13 The Applicant should furnish the details of eligible experience as on the date of submission of Bid Document.
- 3.2.1.14 The Applicants must provide the necessary information as per Appendix 7.

3.2.2 Financial Capability/Criteria

- 3.2.2.1 Financial Capability of the Applicants would be evaluated on the basis of the following:
- (a) Net worth for the last three financial years, 2021-22,2022-23,2023- 24 must be positive (Ref. Appendix 8).CA Certificate is required in this regard.
 - (b) Minimum Average annual Turnover of Rs 20 Crore for the last three financial years, 2021-22,2022-23,2023- 24 (Ref. Appendix 8). CA Certificate is required in this regard.

(NOTE- In case the annual accounts for the latest financial year 2023-24 are not audited and therefore the Applicant could not make it available. In such a case, the Applicant may provide the unaudited Annual Accounts for the latest financial year 2023-24 duly certified by registered CA, OR, in such case the audited accounts of 2022-23 will be acceptable.)

- 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 2021-22, 2022-23, 2023-24. In case the annual accounts for the latest financial year 2023-24 are not audited and therefore the Applicant could not make it available. In such a case, the Applicant may provide the unaudited Annual Accounts for the latest financial year 2023-24, OR, in such case the audited accounts of 2022-23 will be acceptable.

3.3 Financial Evaluation criteria: - As above.

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 agreement period, a minimum of 1 owned Twin Engine Turbojet aircraft. The Operator shall procure and maintain for the entire agreement 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. The initial period of agreement shall be for a period of *01 Year* which may be extended for a further period on mutually accepted terms on pro-rata basis. The Operator(s) shall accept and adhere to all the Terms and Conditions laid down by UCADA, and enter in to **Agreement(s)** with the UCADA in the form prescribed by the UCADA, for the initial period of **01 Year (Extendable by one year on mutual consent)**, within a period of 07 days from the date of award of the Contract; failing which the EMD in full (i.e. **Rs. 25 Lakh**) shall be forfeited and credited to the Account of the UCADA. Besides, such a bidder shall be blacklisted for a period of three years. On the day of signing of the Agreement(s), the Operator shall hand over to UCADA, a security deposit of Rupees 25 lakhs.
3. The Company shall carry out the flying operations keeping flight safety in mind.
4. UCADA will reserve the right to impose penalties on the operator in case any violations are found.
5. The Operator shall have to comply with the following requirements during its operations:
 - a. The Twin Engine Turbojet aircraft and crew will be required to be on standby for any flying task all days.
 - b. Loading of the Twin Engine Turbojet aircraft at airstrip prior to the flights shall be the responsibility of the Pilot-in-Command, who shall take the deciding call on satisfying himself on all accounts and on behalf of the Operator, for all kinds of safety requirements.
 - c. 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.

- d. 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.
 - e. Spare Forms for reporting the incidents/occurrences must be available with the operating Pilots.
 - f. The number of persons onboard shall be strictly limited to that as laid down by DGCA for the Make/Model of the Twin Engine Turbojet aircraft, and a copy of the same shall be furnished in advance to the UCADA.
 - g. All SOP's and any other relevant guidelines/instructions as approved by DGCA from time to time, shall be strictly adhered to, in letter and spirit. Deviation, if any, shall require the prior formal approval of DGCA.
 - h. The operator shall be responsible for adequate quantity of ATF.
6. The successful bidder will be required to submit a Performance Bank Guarantee of a Nationalized Bank of 5% of contract value favoring CEO, 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 as per the provisions of Uttarakhand Procurement Rule 2017, as amended time to time. The successful bidder may also furnish a FD of a scheduled Bank duly endorsed on UCADA.
7. No landing, parking charges shall be charged by UCADA for this Govt. flying.

The successful bidder will also be required to submit the details of flying on a daily basis to UCADA. Non-compliance will invite penalty of Rs. 5000 per day till the submission of complete details.

8. (i) The Bidder shall quote the per hour rate for flying in the bid.
9. 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/ labor engaged by the Operator. It shall insure all its employees/ labor employed/ engaged for any service against third party bodily injury /loss of life during the entire period of such employment /engagement by the Operator and as per statutory provisions.
 - b) Third Party Legal Liability Insurance to indemnify the UCADA of all sums which the Operator shall become legally liable to pay for bodily injury, property damage, baggage loss etc. or any of them, caused by an occurrence arising out of the ownership, maintenance or use of aircraft.
 - c) Passenger Liability Insurance to indemnify in respect of all sums which shall become legally payable for admitted liability of **Rs. 50,00,000/-** per passenger or as laid down by the prescribed authority from time to time (whichever is higher), for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Operator.
 - d) Combined Single Limit Insurance Cover (Bodily injury/property damage /baggage loss etc.) as mentioned at 10 (b), and (c) above, of a minimum of amount laid down by the prescribed authority.
10. 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 agreement period. Any neglect or omission shall hold the operator liable under law.
11. The UCADA shall not be liable for what-so-ever consequences arising out of any accident, incident, mishap, or any event relating to the operation of the Twin Engine Turbojet aircraft 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.
12. 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 as per the provisions of Uttarakhand Procurement Rule.

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.

13. 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.

14. UCADA reserves the right to cancel this tender or modify the requirements or may change any of the provisions of RFP/Contract agreement/or any other provision implicitly or explicitly emanating from these, anytime in public interest.
15. 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.
16. 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.
17. NOTE: All the above-mentioned work as per tender document is indicative and not exhaustive.
18. 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.
19. Few points such as prior complaint against the operators will also be taken into consideration while awarding the contract.
20. 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.

21. Negotiation Clause-If the per hour flying rates quoted by the bidder is very high, then UCADA may negotiate to reduce it in the interest of organization to minimize burden on government exchequer.
22. Change of law clause- UCADA may change any of the provisions of the RFP/pre bid reply/ addendum/ corrigendum/ contractual agreement etc. in public interest either explicitly or implicitly emanating from these.
23. Wherever required, the provisions of Uttarakhand Procurement Rule 2017, as amended time to time, shall be applicable.

Chief Executive Officer UCADA

APPENDIX 1

COVERING LETTER FOR SUBMITTING BID

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

Date:

To

CEO
Uttarakhand Civil Aviation Development Authority
Dehradun.

Re: Selection of Twin Engine Turbojet aircraft Service Operator.

Sir/Madam,

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

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

We confirm that our Bid is valid for a period of time of 120 days 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)

APPENDIX 2

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 :

APPENDIX 3A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING

BID 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 Provision of Twin Engine Turbojet aircraft for Disaster Management Services and Other Misc. Purposes on the [mention name of Specific Region] 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

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

Notes:

- To be executed by the any of the partners/ Directors as the case may be
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s)
- 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 authorization from the Consulate of India.

FORMAT FOR AFFIDAVIT OF CLEAN LEGAL RECORD

To Whom it may Concern

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

Name and Designation of Authorized Signatory

APPENDIX 4

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

APPENDIX 5

**FORMAT FOR PROJECT
UNDERTAKING**

[On the Letter head of the Bidder]

To,

Uttarakhand Civil Aviation Development Authority

Dehradun-

Re: Selection of Twin Engine Turbojet aircraft Operator for the movement of VVIP/VIP of government of Uttarakhand and other miscellaneous purposes.

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 partners 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. _____ Ltd., 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 Provision of Twin Engine Turbojet aircraft for Disaster Management Services and Other Miscellaneous Purposes (hereinafter referred to as "the Project").

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

that the 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 IN TO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

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

APPENDIX 7

GUIDELINES FOR PROVIDING INFORMATION RELATED TO BID

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 Twin Engine Turbojet aircrafts 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 Twin Engine Turbojet aircraft operations for the last three Years as per audited balance sheet, (Rs Twenty Crore per annum). Certified Copy thereof to be attached.	
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 25.00 lakh. (Instrument No and date etc)	
6.	Duration of validity of bid	
7.	Number and Types of Twin Engine Turbojet aircrafts offered: a. Call Sign/Registration Number of the Twin Engine Turbojet aircraft: b. Year of Manufacture: (Not before than 20 years of bid submission date) c. Manufacturer's Name: (Proof to be enclosed)	
8.	Capacity of Twin Engine Turbojet aircrafts offered: i. Passenger seats available in each Twin Engine Turbojet aircraft ii. Number of seats offered in each Twin Engine Turbojet aircraft – Min. 07 Seats for passengers+1 crew to be offered.	
9.	Date of issue of Certificate of Air worthiness for each Twin Engine Turbojet aircraft: (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 Twin Engine Turbojet aircrafts (with Type and Call Sign):	
13.	Whether the general Terms & Conditions fully acceptable:	
14.	Confirmation regarding provision of the Insurance Cover for Twin Engine Turbojet aircraft passengers and third party. (Undertaking)	
15.	Confirmation that the bidder shall abide by the requirements laid down by Civil Aviation Regulatory Authority in India: (undertaking)	
16.	Affidavit stating that Company/Firm is not blacklisted by Government of India or any State Government as per Annexure 3 B	

Name
Designation
Date

(Authorized Signatory)

APPENDIX 8

FORMAT FOR FINANCIAL CAPABILITY OF THE APPLICANT

(Equivalent in Rs. Crore)

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

The Applicant should provide the Financial Capability based on its own financial statements. Financial capability of the Applicant's parent company will be considered if it is wholly owned by it. The credentials of subsidiary or associate or sister or holding company will not be considered for computation of the Financial Capability of the Applicant.

*

General Instructions:

1. The financial year would be the same as followed by the Applicant for its annual report. Year 1 will be the latest completed financial year for which the audited balance sheet is available. Year 2 shall be the year immediately preceding Year 1. Year 3 shall be the year immediately preceding Year 2.
2. The Applicant shall provide the audited annual financial statements as required for this BID Document.
3. The Applicant should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

APPENDIX 9

FORMAT FOR FINANCIAL PROPOSAL
(To be filled in BOQ, not to be submitted with technical bid)

Description	Rate per hour (Without GST)	Bid Rate. (in words)
Rate Per hour for the Minimum guaranteed hrs.		

Assured minimum hour per month: 15 hours

Assured minimum hour per annum: 180 hours