

**UTTARAKHAND CIVIL AVIATION DEVELOPMENT AUTHORITY
GOVERNMENT OF UTTARAKHAND**

INVITES
REQUEST FOR PROPOSAL (RFP)
FOR

**SELECTION OF AN AIRLINE FOR DIRECT FLIGHTS BETWEEN
DEHRADUN AND KATHMANDU**

March 2024

(This document is meant for the exclusive purpose of submitting the proposal in respect of this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

Disclaimer

The information contained in this Request for Proposal (the "RFP") document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Uttarakhand Civil Aviation Development Authority, Government of Uttarakhand or any of its employees or advisors (herein referred to as "Authority"), is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

The RFP contains brief information about the project. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their bids.

This RFP document is neither a contract nor an offer to any party. The purpose of this RFP document is to provide the Bidders with information to assist in the formulation of their Proposal. This RFP document does not purport to contain all the information a Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which apply thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe, any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

The Authority, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Authority and its advisors / consultants / representatives / employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any

Bidder upon the statements contained in this RFP.

The Authority may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Authority. All such costs and expenses will be incurred and borne by the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process (hereinafter defined).

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer / employee / advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid / Proposal Security.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party.

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Data Sheet

S. No.	Parameters	Details
1.	Project Title	Selection of an Airline for Direct Flight between Dehradun and Kathmandu
2.	Project Scope	Flight Operations – between Dehradun (Jolly Grant Airport) and Kathmandu (Tribhuvan International Airport) with financial support from state Government
3.	Authority	Uttarakhand Civil Aviation Development Authority (UCADA), Government of Uttarakhand
4.	Authority's representative and for Address communication, including bid submission	CEO, UCADA Address: Doon Helidrome, Sahastradhara Road, Dehradun, 248001 Email address: ops.ucadadoon@gmail.com
5.	Term of the Agreement (Concession / Operations Period)	2 years (1 year contract + 1 year extension as per mutual agreement)
6.	Selection Process (Refer Clause 3 for details)	Step 1 – Assessment of Eligibility / Technical Capacity Step 2 – Financial Proposals of only Technically Qualified Bidders shall be opened to select the Selected Bidder.
7.	Bid Parameter	Bidder quoting the minimum VGF (Viability Gap Funding) per seat shall be the selected bidder
8.	Financial Covenants	Non-Refundable Bid Document Fee: INR 50,000 (Rupees Fifty Thousand Only) (including GST @18%) Bid Security: INR 30 L (Rupees Thirty Lakh only) Performance Security – 5% of Quarterly VGF (payable by Government to selected Bidder) – valid throughout operations / concession period
9.	Payments / Considerations to Authority	NIL

Important Dates / Schedule

S. No	Milestone	Dates
1	Date of downloading tender document at uktenders.gov.in	14/03/2024 Time 17:30 HRS
2	Last date to send in request for clarifications	18/03/2024 Time 11:30 HRS
3	Pre bid meeting	19/03/2024 Time 11:30 HRS
4	Last Date for submission of Tender	28/03/2024 Time 16:00 HRS
5	Date of opening of Technical Bid	28/03/2024 Time 17:00 HRS
6	Last date for submission of documents physically at UCADA	28/03/2024 Time 17:00 HRS
7	Date of opening of financial bids	Shall be intimated later by email to the technically qualified bidders.

1 Introduction

1.1 Background

- 1.1.1 Uttarakhand Civil Aviation Development Authority, Government of Uttarakhand (“UCADA” or the “Authority”) having its principal office at Doon Helidrome, Sahastradhara Road, Dehradun is a nodal body under the Government of Uttarakhand (‘the Government’) responsible for development of civil aviation infrastructure and ecosystem in the state. UCADA aims to provide safe, convenient, economical and efficient air travel to all parts of the state.

In a progressive stride towards international connectivity and tourism, the Government of Uttarakhand has extended an invitation for proposals to establish flight operations between Kathmandu and Dehradun. By connecting the capital cities of Nepal and Uttarakhand, this endeavour not only fortifies historical ties but also unlocks new avenues for tourism, commerce, and cultural exchange.

In pursuance of the above, the Authority has issued this RFP for ***“Selection of Airline for Direct Flights between Dehradun and Kathmandu.”***

The Authority intends to award the Project through an open competitive bidding process.

- 1.1.2 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the “Last Date for submission of Bid”).
- 1.1.3 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder set forth in the RFP or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.2 Brief description of bidding process

- 1.2.1 The Authority has adopted a single-stage two-envelope bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project.

The first part (the "Technical Bid") of the process involves pre-qualification (the "Pre-qualification") of interested parties / consortia who submit a Bid in accordance with the provisions of this RFP (the "Bidder").

The second part of the process involves the financial proposals (the "Financial Bid") of the Bidders pre-qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the "Bid").

Bidders may download the Bidding Documents from [<https://uktenders.gov.in>], after payment of Non-Refundable Bid Document Fee, as mentioned in Data Sheet. Bids unaccompanied with the Non-Refundable Bid Document Fee or a receipt of payment thereof shall be liable to rejection by the Authority. The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Last Date for submission of Bid.

Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.2 At the Pre-qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids.
- 1.2.3 A Bidder is required to deposit, along with its Bid, a Bid Security, for amount as mentioned in Data Sheet, refundable no later than 240 (two hundred and forty) days from the Last Date for submission of Bid, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidders shall provide Bid Security in the form of a bank guarantee acceptable to the Authority in the format provided at Appendix-IV. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.4 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.2.5 Bids are invited for **"VGF per passenger seat" ("Bid Variable")** sought by the bidder for implementing the Project. The operations period and other terms are pre-determined, the bid variable shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 1.2, the Project shall be awarded to the L1 bidder.
- a. In this RFP, the term "L1 bidder" shall mean the Bidder who is seeking the least **"VGF per passenger seat"**. Subject to the provisions of Clause 1.2, the Project shall be awarded to the L1 bidder.
- 1.2.6 The L1 Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve

and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the L1 bidder in case such L1 bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the L1 bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

- 1.2.7 All queries by prospective Bidders must be sent only via email to the following email address given in Data Sheet. The subject line of the email shall clearly read: ***“Selection of Airline for Direct Flights between Dehradun and Kathmandu”***
- 1.2.8 The Official Website is: <https://uktenders.gov.in>. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/ modifications related to this RFP.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Date of downloading tender document at uktenders.gov.in	14/03/2024 Time 17:30 HRS
2	Last date to send in request for clarifications	18/03/2024 Time 11:30 HRS
3	Pre bid meeting	19/03/2024 Time 11:30 HRS
4	Last Date for submission of Tender	28/03/2024 Time 16:00 HRS
5	Date of opening of Technical Bid	28/03/2024 Time 17:00 HRS
6	Last date for submission of documents physically at UCADA	28/03/2024 Time 17:00 HRS
7	Date of opening of financial bids	Shall be intimated later by email to the technically qualified bidders.
8	Letter of Award (LOA)	To be announced
9	Acceptance of LOA	Within 7 days of Award
10	Signing of Agreement between Authority & Selected Bidder	Within 60 days of issue of LOA
11	Validity of Bids	180 days from the Last Date for submission of Bid

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be as indicated in 1.3 above. Pre-bid conference can also be attended online.

2 Project Context

2.1 Key Contours of the Project

2.1.1 Flight Operations – Between Dehradun (Jolly Grant Airport) and Kathmandu (Tribhuvan International Airport) with financial support in the form of Viability Gap Funding (VGF) from Government of Uttarakhand

2.2.2 Frequency →

Three (3) round trips on the Dehradun-Kathmandu route ('subject route') every week corresponding to six (6) one-way flights.

2.2.3 Airfare – Selected bidder shall be free to charge market-linked airfare

2.2.4 Contract period – 1 year + 1 year extension as per mutual agreement

2.2.5 Key terms

- a. Operations to be permitted only with fixed wing aircraft
- b. Minimum passenger seat capacity of 70 seats
- c. The Selected Airline shall be obligated to commence Direct International Flight operations on the proposed International Route, within a period of 60 days from the issuance of Letter of Award unless any extension is granted by the Authority. However, the Authority may examine, from time to time, the abovementioned eligibility conditions and may issue appropriate guidelines/clarifications in this regard
- d. Within 30 days of issue of LoA, selected Bidder shall submit the following to the Authority
 - i. Proof of all permissions and permits sought from relevant organizations including AAI, DGCA, etc. for operation of flights on subject route within the stipulated timeline
 - ii. Schedule of flight operations for the next 6 months
- e. Selected bidder to get exclusivity for VGF on subject route for contract period
 - i. During the contract period, the Authority shall not provide any VGF to any other airline for the subject route
 - ii. The VGF exclusivity period shall commence at 60 days from the date of the issue of LoA
 - iii. The Authority at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to withdraw the VGF /operations (as applicable) without assigning any reason thereof by providing an advance notice of sixty (60) days. However, the Authority shall be liable to make payments for the flights already operated before the cutoff date as mentioned in the aforesaid notice.

2.2.6 Evaluation Criteria

a. Bidder to quote the following as part of its Financial Bid:

Aircraft proposed to be deployed	Passenger seats available on one-way flight (A)	Average operational cost of one-way flight (B)	Operational cost per seat (C= B/A)	% VGF sought (D%)	VGF sought per seat on a one-way flight (C*D%)

b. Bidder quoting the minimum VGF per seat on a one-way flight on the subject route shall be the selected bidder.

2.2.7 Authority’s Responsibility

- a. Set up a dedicated escrow account for payment to selected bidder – with minimum balance equal to 3 months of VGF payable to the selected airline
- b. Pay applicable VGF on monthly basis after verification of the seat deployment data submitted by the selected bidder.

2.2.8 Selected Bidder’s Responsibility

- a. Deploy quoted aircraft and operate flights on the subject route as per pre-determined schedule
 - The airline must operate a minimum 16 one-way flights per calendar month on the subject route in order to be eligible for the VGF support for that month;
 - The VGF payable shall be limited to a maximum of 314 one-way flights on the subject route in a given year
 - Considering the fact that demand for air travel is seasonal in nature, the selected bidder shall be free to operate lesser flights in low-demand season and more flights in the high-demand season subject to the limits stated above.
 - The selected bidder may operate greater number of flights in a given year than the required number. However, the VGF payable shall be limited as per the maximum limit stated above.
- b. Set reasonable airfares
- c. Abide by all applicable laws and rules for flight operations
- d. Undertake promotional campaigns to ensure maximum demand

2.2.9 Payments

- a. From Selected Bidder to Authority – None
- b. **From Authority to Selected Bidder –VGF payable on monthly basis (number of actual one-way flights in the month x passenger seat capacity per aircraft x VGF per seat on a one-way flight)**

3 Instruction to bidders

A. General

3.1 Scope of bid

- 3.1.1 The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project.
- 3.1.2 Bidders are expected to carry out their own surveys, and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall not be liable for any omission, mistake or error in respect of any of the Bidding Documents or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- 3.1.3 Technical Bid shall be submitted both – online and as physical submission. The Technical Bid should be furnished in the format in Appendix and should be submitted along with all other requisite documents, duly signed by the Bidder's authorised signatory, prior to the Last Date for submission of Bid.
- 3.1.4 Financial bids shall be submitted online only. The Financial Bid shall clearly indicate the bid, in both figures and words. **In the event of any difference between figures and words, the amount indicated in words shall be taken into account.**
- 3.1.5 The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP.
- 3.1.6 The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days, inclusive of claim period of 60 (sixty) days and may be extended as per terms of this RFP and the format of Bid Security in Appendix IV. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 3.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Bidder.
- 3.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

3.2 Eligibility of bidders (Minimum Eligibility Criteria)

3.2.1 For determining eligibility of Bidder for submission of Bids hereunder, the Bidder, shall necessarily fulfil the following criterion.

a. **Criterion A:** A Bidder shall be a company registered under the Companies Act, 2013. The bidder shall be submit a copy of registration.

b. **Criterion B** – Bidding under the RFP shall be permitted only by airlines that qualify as designated airline(s) of India as of Last Date for submission of Bid.

A Bidder shall submit a copy of the permission granted to it by DGCA to operate international flights to and from India.

c. **Criterion C** – Any entity which has been barred by the Union or State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to bid

3.2.2 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents

3.3 Number of bids and cost thereof

3.3.1 No Bidder shall submit more than one Bid for the Project.

3.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.4 Site visit and verification of information

3.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, state of clinical and para-clinical facilities, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

3.5 Acknowledgement by bidder

3.5.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred above;
- d. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. agreed to be bound by the undertakings provided by it under and in terms hereof.

- 3.5.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority

3.6 Right to accept or reject any or all Bids

- 3.6.1 Notwithstanding anything contained in this RFP, the Authority 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, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.6.2 The Authority reserves the right to reject any Bid if:
- a. a material misrepresentation made by the Bidder is uncovered at any time
or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid

Such misrepresentation / improper response shall lead to the disqualification of the Bidder.

- 3.6.3 If disqualification / rejection of a Bidder occurs after the Bids have been opened and the L1 Bidder gets disqualified / rejected, then the Authority reserves the right to:
- a. Invite the remaining Bidders to match the L1 Bidder; or
 - b. resubmit fresh Bids in accordance with the RFP; or
 - c. take any such measure as may be deemed fit by the Authority, including annulment of the Bidding Process.
- 3.6.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 3.6.5 The Authority may, at its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

Documents

3.7 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued by the Authority.

Section 1.	Introduction
Section 2.	Project Context
Section 3.	Instructions to Bidders
Section 4.	Criteria for Evaluation
Section 5.	Fraud & Corrupt Practices
Section 6.	Pre-Bid Conference
Section 7.	Miscellaneous

Appendices:

- I. Letter of Bid and Interest
- II. Particulars of the Bidder
- III. Power of Attorney for signing of Bid
- IV. Bank Guarantee for Bid Security
- V. Letter comprising the Financial Bid (indicative)

3.8 Clarifications

- 3.8.1 Bidders requiring any clarification on the RFP may notify the Authority only by e-mail. They should send in their queries on or before the date specified in the schedule of Bidding Process. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Last Date for submission of Bid. The Authority will post all the queries and its responses on the Official Website without identifying the source of queries.
- 3.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 3.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

3.9 Amendment of RFP

- 3.9.1 At any time prior to the Last Date for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda
- 3.9.2 Any Addendum thus issued hereunder shall be hosted on the website of <https://uktenders.gov.in> .
- 3.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Last Date for submission of Bid.

B. Preparation and submission of bid

3.10 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in 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 translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. 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.

3.11 Format and signing of bid

- 3.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and / or conditional Bids shall be liable to rejection.
- 3.11.2 The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the authorised signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Application. The Bid shall contain page numbers.

3.12 Submission of bids

- 3.12.1 The Bidder shall submit the Bid no later than the date and time specified as the Last Date for submission of Bid as per instructions below.
- 3.12.2 **TECHNICAL BID (TO BE SUBMITTED ONLINE ONLY)**
The Bidder shall submit the technical bid on the e-procurement platform of the Authority at the Official Website, duly signed in digital form by the authorised signatory of the Bidder, by uploading the complete and legible scanned / digital copies of the Technical Bid in pdf / digital format (i.e., scanned copy of original signed documents and the supporting documents). The submission shall comprise:
- a. Proof of submission of Non-Refundable Bid Document Fee;
 - b. Technical Bid in the prescribed format (along with Annexes and supporting documents):

Selection of an Airline for Direct Flights between Dehradun and Kathmandu

- a. All Appendices of the RFP (excluding financial bid); including but not limited to:
 - i. Letter of Bid and Interest
 - ii. Particulars of the Bidder
 - iii. Power of Attorney for signing of Bid
 - iv. Bank Guarantee for Bid Security
 - v. Letter comprising the Financial Bid (indicative)
- b. All others form forming part of this RFP;
- c. Incorporation Certificate; Memorandum and Articles of Association, all other documents as required

3.12.3 PHYSICAL HARD-COPY SUBMISSION

- a. The following additional documents shall be separately submitted in original, to the Authority Representative mentioned in Data Sheet, in a sealed envelope on or before the Last Date for submission of Bid, failing which the Bid shall be rejected:
 - i. Power of attorney as required;
 - ii. Bank Guarantee towards the Bid Security; and
 - iii. Proof of payment of Non-Refundable Bid Document Fee.
- b. The envelope specified in this Clause shall clearly bear the following identification:
“Enclosures of the Bid for - Selection of Airline for Direct Flights between Dehradun and Kathmandu”
- c. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

3.12.4 FINANCIAL BIDS: TO BE SUBMITTED ONLINE ONLY

- a. The Financial Bid is to be submitted in the formal downloaded from Official Website.
- b. The Financial Bid is to be submitted online only, on the e-procurement platform of the Authority, duly signed in digital form by the authorised signatory of the Bidder.
- c. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.

- 3.12.5 Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

3.13 Last Date for submission of Bid

- 3.13.1 The Bid should be submitted before the Last Date for submission of Bid, on the Official Website along with a physical submission of the Technical Bid and other documents as per the format and in the manner and form as detailed in this RFP.
- 3.13.2 For the purpose of submission of the Bid on the Official Website, registration of the Bidder with Official Website is mandatory. For any assistance regarding e- tendering, the Bidder may go to the helpdesk on the Official Website. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).
- 3.13.3 The Authority may, in its sole discretion, extend the Last Date for submission of Bid by issuing an Addendum
- 3.13.4 Bids received by the Authority after the specified time on the Last Date for submission of Bid shall not be eligible for consideration and shall be summarily rejected.

3.14 Modification/ substitution/ withdrawal of bids

- 3.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that the modification, substitution or withdrawal is received by the Authority prior to the closing time on the Last Date for submission of Bid. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Last Date for submission of Bid
- 3.14.2 Any alteration / modification in the Bid or additional information or material supplied subsequent to the closing time on the Last Date for submission of Bid, unless the same has been expressly sought for by the Authority, shall be disregarded.

C. Evaluation process

3.15 Opening and evaluation of bids

- 3.15.1 The Authority shall open the Technical Bids at the time provided in the RFP, at the place specified in the Data Sheet and in the presence of the Bidders who choose to attend.
- 3.15.2 Bids for which a notice of withdrawal has been submitted in accordance with the RFP shall not be opened.
- 3.15.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 4.
- 3.15.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.15.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

- 3.15.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.16 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority or as may be required by law or in connection with any legal process.

3.17 Tests of responsiveness

- 3.17.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:
- a. it is received as per the specified format;
 - b. it is received (both physically and online) by the Last Date for submission of Bid, including any extension thereof;
 - c. it is accompanied by the Bid Security;
 - d. it is accompanied by the Power of Attorney as specified
 - e. it contains all the information and documents (complete in all respects) as requested in this RFP;
 - f. it contains information in formats same as those specified in this RFP;
 - g. it does not contain any condition or qualification;
 - h. it is not non-responsive in terms hereof.
- 3.17.2 **Financial Bid shall be submitted online only – as per the format provided on the tendering portal. A Financial Bid not conforming with the format provided online for submission of the Bid shall not be considered as responsive to the requirements of the RFP.**
- 3.17.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.18 Tests of responsiveness

- 3.18.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.18.2 If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be

liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

D. Pre-Qualification and Bidding

3.19 Submission of bid

The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

3.20 Pre-qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders (basis qualification and eligibility) who will be eligible for opening of their Financial Bids. All communications relating to Pre-qualification shall be uploaded on Official Website. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

3.21 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

3.22 Correspondence with the bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

E. Bid security

3.23 Bid security

3.23.1 The Bidder shall furnish as part of its Bid, a Bid Security, for an amount as mentioned in Data Sheet, and in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rupees one thousand crore), in favour of the Authority in the format at Appendix-IV (the "Bank Guarantee") and having a validity period of not less than 240 (two hundred and forty) days from the Last Date for submission of Bid, inclusive of a claim period of 60 (sixty) days.

3.23.2 **Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.**

3.23.3 The Bid Security of unsuccessful Bidders shall be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Last Date for submission of Bid.

3.23.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the

furnishing the Performance Security in accordance with the provisions thereof.

- 3.23.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.23.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise, if
- a. a Bidder submits a non-responsive Bid;
 - b. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - c. the Selected Bidder fails within the specified time limit -
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to furnish the Performance Security within the period prescribed in the LoA

4 Criteria for evaluation

4.1 Evaluation of bids

- 4.1.1 Only those Bidders who meet the eligibility criteria specified in Section 3 shall qualify for evaluation under this Section 4. Bids of firms who do not meet these criteria shall be rejected.

4.2 Prequalification of Bidders

- 4.2.1 The credentials of eligible Bidders shall be measured in terms of their Minimum Eligibility Criteria.

4.3 Selection of Bidder

- 4.3.1 The Bidders qualified in the Technical Bid shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the Bidders qualified in the Technical Bid on the scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend.
- 4.3.2 The Bidder whose Bid is adjudged as responsive and technically qualified and who quotes the lowest **VGF per seat per one-way flight on the subject route** shall ordinarily be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 4.3.3 In the event that the L1 Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid L1 Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the L1 Bidder, it shall be the Selected Bidder. If two or more Bidders match the said L1 Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the second and third lowest Bidders in the first round of bidding offer to match the said L1 Bidder in the second round of bidding, the said second lowest Bidder shall be the Selected Bidder.
- 4.3.4 In the event that no Bidder offers to match the L1 Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the L1 Bidder of the first round of bidding, or annul the Bidding Process, as the case may be.
- 4.3.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 4.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the project as per the terms of this RFP.

4.4 Contacts during bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees / representatives on matters related to the Bids under consideration.

5 Fraud and corrupt practices

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA Notwithstanding anything to the contrary contained herein, or in the, the Authority may reject a Bid, or withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or otherwise.
- 5.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA, or otherwise, if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of project, such Bidder shall not be eligible to participate in any tender issued by the Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process
 - b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6 Pre-bid conference

- 6.1** A Pre-Bid Conference of the potential Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

- 6.2** During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7 Miscellaneous

- 7.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Uttarakhand shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 7.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. consult with any Bidder in order to receive clarification or further information;
 - b. suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - c. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and / or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

8 Appendices

Appendix I: Letter of Bid and Interest

(To be signed and submitted by the Bidder's authorized signatory on Bidder's Letterhead)

Dated:

To,

[CEO, UCADA]

Uttarakhand Civil Aviation Development Authority, Government of Uttarakhand

[Doon Helidrome, Sahastradhara Road, Dehradun-248001]

Subject: Bid for the Project - *"Selection of Airline for Direct Flights between Dehradun and Kathmandu"*

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid(s) for the aforesaid Project. The Bid is unconditional and unqualified.
2. I / We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the implementation of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any clarifications or Addendum issued by the Authority;
 - b. I/ We do not have any conflict of interest in accordance with clauses of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clauses of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with of the RFP document.
8. I/ We believe that we satisfy(s) all eligibility requirements as specified as specified in the RFP document and am/ are qualified to submit a Bid.
9. I/We further certify that we are not barred by the Central Government / State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
10. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
11. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
12. I / We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
13. The Bid Security in the form of a Bank Guarantee has been submitted.
14. The documents accompanying the Bid, required to be submitted in original as specified in the RFP including the physical submission of the Technical Bid, have been submitted in a separate envelope and the documents specified in Clause 3 have been uploaded / are being uploaded on the Official Website.
15. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
16. The bid variable been quoted by me / us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
17. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Last Date for submission of Bid specified in the RFP.

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In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Authorized signatory

Date:

Name, designation and seal of Bidder

Place:

Appendix II: Particulars of the Bidder

(To be printed on A4 paper and signed by the Bidder's authorized signatory)

1. Details of Bidder
 - a. Name:
 - b. Legal Status:
 - c. Country of incorporation:
 - d. Address of the corporate headquarters in India:
 - e. Year of Incorporation:

2. Brief description of the Company

3. Details of individual(s) who will serve as the point of contact / communication for the Authority within the Company:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number and Fax Number:
 - f. E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Telephone Number and Fax Number:
 - e. E-Mail Address:

Attach constitutional documents of each the bidder – Certificate of Incorporation; Memorandum of Association, GST registration, etc.

Also attached certification of designation issued by the concerned Authority of India or relevant documents establishing the eligibility of Applicant to qualify as a designated airline of India

Appendix III: Power of attorney for signing of bid¹

(stamp paper of appropriate value and notarized)

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name)son / daughter / wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the LoA undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

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

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- 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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents

¹ To be submitted in original

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and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix IV: Bank guarantee for Bid Security

(as per Bank's format)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(a company registered under the Companies Act, 1956/2013) and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Last Date for submission of Bid inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except

with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (Indicate date falling 180 days after the Last Date for submission of Bid).

Signed and delivered byBank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix V: Format for Financial Proposal

(INDICATIVE – TO BE SUBMITTED ONLINE ONLY)

To,

CEO, UCADA

Uttarakhand Civil Aviation Development Authority, Government of Uttarakhand

Doon Helidrome, Sahastradhara Road, Dehradun-248001

Subject: Selection of Airline for Direct Flights between Dehradun and Kathmandu

Dear Sir,

We hereby submit our Financial Proposal for above-mentioned Project, as quoted in the below table:

Aircraft proposed to be deployed	Passenger seats available on one-way flight (A)	Average operational cost of one-way flight (B)	Operational cost per seat (C= B/A)	% VGF sought (D%)	VGF sought per seat on a one-way flight (C*D%)

As stated above, we seek Rupees _____ (in words) as the Viability Gap Funding (VGF) per seat on a one-way flight on the Dehradun-Kathmandu-Dehradun route.

We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the RFP Document and after careful assessment of the Project. We undertake to bear all risks and contingencies and all other conditions that may affect the Financial Proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorised signatory

Date:

Name and seal of Bidder

Place:

Annexure 1

a) Process of Online Bid Submission

- i. Before uploading their Bid, the Bidders are advised to familiarize themselves with the uploading process as detailed out on the e-tendering portal.
- ii. For participation in the e-tendering process, the Bidders need to register themselves on e-tendering portal of the Government of Uttarakhand i.e. uktenders.gov.in and get issued Digital Class 3 signatures. The Bidder may be required to submit its documents including GST Certificate, PAN Card etc. at the time of registration. This Process may be taking some time. Hence, the Bidder is advised to undertake and complete registration at least a week in advance of the Last Date for submission of Bid.
- iii. On registration. they shall be provided User ID and a system generated password enabling them to download/ submit their Bid, along with Digital System Certificate (DSC). For any clarification/ difficulty regarding e-tendering process they can contact [E-tender Assistance Phone Number].
- iv. Bids without digital signatures shall not be accepted by the Electronic tendering system.
- v. Bids must be submitted on-line through e-portal before the specified time (to be counted as per server clock). The Bidders should endeavour to submit their bids well in advance of the due time. The Authority shall not be responsible for the failure in submission of the bid for any reason including due to poor internet connection or network congestion or malfunction of the e-portal.