

## **Tender Notice**

<b>Sr. No.</b>	<b>Department</b>	<b>Work</b>	<b>Open date</b>	<b>Closing date</b>	<b>Earnest Money Deposit Amount</b>	<b>Website</b>	<b>Nodal Officer</b>	<b>Tender Reference Number</b>
1.	Civil Aviation Department Haryana	Providing Air Shuttle Services in Haryana under the State UDAN Scheme	25.07.2019	05.08.2019	Rs. 5,00,000	<a href="http://www.haraviation.gov.in">www.haraviation.gov.in</a>	Administrative Officer, Tel. No. 0172-2709386  E-mail <a href="mailto:cavation@hry.nic.in">:cavation@hry.nic.in</a>	E-5/CAD

REVISED TENDER FOR  
FIXED WING AIR SHUTTLE SERVICES IN HARYANA

**Civil Aviation Department, Government of Haryana**

Chandigarh, India July, 2019

## TENDER

**Civil Aviation Department, Government of Haryana**  
30 Bay Building, Sector 17-B, Chandigarh - 160017, Haryana

Tender Notice (Revised)

For Providing the Air Shuttle Services in Haryana, under the State UDAN Scheme.

Website: [www.haraviation.gov.in](http://www.haraviation.gov.in)

Email : [cavation@hry.nic.in](mailto:cavation@hry.nic.in)

**Tender No: E-5/CAD(Revised) dated 25 July,2019**

Bids are invited for Providing Air Shuttle Services in Haryana.

Activity	Date and Time
Issue of Bid documents	25.07.2019
Bid due date	05.08.2019
Opening of Technical Bids	To the intimated separately to technical qualified bidders.
Bid Security/EMD in Rupees	5,00,000 (Rupees Five Lakhs only)

The details have been outlined in the RFP document which can be obtained from the office of "Civil Aviation Department, 30 Bay Building, Sector 17-B, Chandigarh" or can be down- loaded from [www.haraviation.gov.in](http://www.haraviation.gov.in)

**Adviser, CAD**

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## DISCLAIMER

The information contained in this **Tender Document** (hereinafter referred to as “**Tender Document**” or subsequently provided to the Bidders, whether verbally or in documentary form by or on behalf of the **Civil Aviation Department, Government of Haryana** their employees or any of its agencies/consultants/advisors, is provided to the Bidder(s) on the terms and conditions set out in this **Tender Document** and all other terms and conditions subject to which such information is provided.

The purpose of this **Tender Document** is to provide the Bidders with information to assist the formulation of their Eligibility and Financial Proposal. This **Tender Document** does not purport to contain all the information for all the persons, and it is not possible for CAD, their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this **Tender Document**. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this **Tender Document** and where necessary obtain independent advice from appropriate sources. CAD, their employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the Tender Document.

CAD may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The “Instructions to Bidders (ITB)” is being issued to bidders as Section I of the Tender Document and must be read in conjunction with Section II which is the “Air Service Operation Agreement”(AOA) of this Tender Document as shown above and the terms of Section II of the Tender Document shall prevail over the terms of the ITB in the event of any inconsistency. However, in case the inconsistency between the ITB and Section II of the Tender Document relates to the bidding process, then, the terms of the ITB shall prevail. The contents of the forms and undertakings attached to the ITB and to be furnished by the Bidders should be considered as an integral part of these instructions. The Bidders are advised to submit their bids complying strictly with the requirements stipulated in this RFP document. Bids are liable to be summarily rejected in case they are non-responsive.

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## **Section – I - Instruction To Bidders (ITB)**

### **INTRODUCTION**

#### **1. Background**

The State Government inaugurated its first Civil Airport licensed for scheduled operations at Hisar on 15.08.2018. The State Government desires to enhance availability of air services connecting Hisar with the state Capital at Chandigarh and selected destinations in North India viz Jaipur, Dehradun, Jammu etc. This is proposed to be done through a policy which provides adequate support to such initiative. This bid document and the Air Services Operation Agreement has been designed to encourage private players to start air services from/to Hisar Civil Airport in Haryana.

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

2.1 Civil Aviation Department, Government of Haryana (CAD) / (The Authority), invites bids from interested parties „for providing air services to various destinations in north India from Hisar Aerodrome and other airfields of the state, viz Karnal, Pinjore, Bhiwani and Narnaul. (The CAD is nodal agency on behalf of Govt. of Haryana for Air Shuttle operations).

2.2 The bidding process (the “Bidding Process”) will be carried out by following a two packet system i.e. by submission of eligibility proposals (the “Technical Bid”) and financial bids (the “Financial Bid”) separately (together “The Bid”). The eligibility of the Bidders to bid shall depend upon the Bids being responsive in terms of this Tender Document and upon their meeting in entirety the minimum qualification criteria as laid down in this Tender Document. Financial Bids are to be submitted in the form of Subsidy demand in the form of VGF which shall be payable to Bidder in accordance with the conditions contained herein.

2.3 Each Bidder will be required to deposit, along with its Bid, a bid security (the “Bid Security/EMD”). The Eligibility Proposal submitted by the Bidders shall be evaluated based on the evaluation parameters contained in this DOCUMENT. The Financial Bids of only those Bidders, who are found to be eligible as per their Eligibility Proposal, shall be opened.

2.4 The Bidder giving the lowest Financial Bid, provided the Bid is responsive in terms of the ITB, shall be asked by CAD immediately after the opening of the Bids, to furnish a Performance Guarantee, of Rs. 25 Lakhs (Twenty five Lakh only) within 15 (fifteen) days of the receipt of Authority’s letter Performance Guarantee towards its Financial Bid. The Financial Bid of the LOWEST Bidder shall be considered for declaration as the selected bidder (the “Selected Bidder”) only when Authority receives the Performance Guarantee within the specified time hereinabove.

#### **3. Availability of Tender Document**

The Tender Document can be downloaded from the website i.e. [www.haraviation.gov.in](http://www.haraviation.gov.in).

#### **4. Operation from Hisar Airport:**

Bidder shall operate flights from/to HISAR Airstrip which is fit for scheduled operations and Licensed by DGCA. Bidder may also offer to operate flights from other airstrips of the State namely, Karnal, Pinjore, Bhiwani and Narnaul. Bidder shall operate sectors as approved by the state govt. for minimum of 03 days in a week.

## 5. Validity, Bid Security and Rejection of the Bid

5.1 **Bid Security/EMD:** The bidder shall deposit a Bank Draft amounting to Rs. 5.00 lakhs only in favour of the Civil Aviation Department, Government of Haryana along with the bid documents in a separate envelope super scribed as 'Bid Security'. Any bid received without Bid Security shall be rejected as non responsive without any further correspondence.

5.2 The Bids shall remain valid for 60 days from Bid Due Date or any extended Bid Due Date.

5.3 The Bid Security/EMD shall be refunded to the unsuccessful Bidders within 30 (thirty) days after the date of expiration of Bid Validity Period, receiving the acceptance of the Letter of Acceptance (LoA) from the selected bidder. However, no interest shall be payable on the Bid Security.

5.4 Authority reserves the right to accept or reject any Bid, to cancel or modify the process or any part there of or to vary any of the terms and conditions, and/or to annul the Bidding Process and reject all Bids, at any time during the Bidding Process, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Authority's action.

## 6. Schedule of Bidding Process

The important dates for the Bidding Process are as follows, subject to future changes, which will be advised through addendums/amendments:

Sr.	Event Description	Date & Time
1	Issue of RFP Downloading of Bid Document	25.07.2019
2	Last date of receiving queries	31.07.2019
3	Reply to queries, Uploading of Amendments to RFP, if any	01.08.2019
4	Bid due date/ last date of submission of Tender Document (the "Bid Due Date")	05.08.2019
5	Opening of Bids on due date	06.08.2019
6	Opening of financial bids	To be notified

## 7. Further Information:

Authority Representative/ Point of contact for any queries related to the RFP:

**Adviser,**  
Civil Aviation Department,  
Government of Haryana,  
30 Bay Building, Sector 17-B,  
Chandigarh – 160017  
Tel: +91-172-2709386  
E-mail: cavation@hry.nic.in



The sealed Bids must be submitted on or before 15:00 hrs. on the Bid Due Date in the office addressed to the Adviser, Civil Aviation Department, Government of Haryana, address as mentioned above. (Tenders to be sent by Registered Air mail, Speed Post or hand delivered. CAD shall not be responsible if the Bid documents are misplaced/ delayed in transit and not received by the prescribed date and time).

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“RFP for Providing Air Shuttle Service in Haryana- July 2019”**

Official website (the “Official Web Site”) for notices: [www.haraviation.gov.in](http://www.haraviation.gov.in)

All notices related to this RFP DOCUMENT including clarifications/amendments to the Tender Document shall be available on [www.haraviation.gov.in](http://www.haraviation.gov.in)

**8. General terms of Bidding**

8.1 A Bidder is eligible to submit only one Bid for taking up the Air Service Operations (AO). If a Bidder submit more than one Bid, it shall be disqualified and shall cause disqualification of all the Bids in which it has participated. Two separate companies each registered independently under the Indian Companies Act, having common Adviser(s) or common shareholder(s) however shall be eligible to participate as two separate bidders.

8.2 Notwithstanding anything to the contrary contained in the RFP DOCUMENT, the detailed terms specified in the Air Service Operations Agreement (AOA) shall have overriding effect; provided, however, that any condition or obligation imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the AOA. However, in case of inconsistency between the ITB and the Agreement relates to the Bidding Process, then, the terms of the ITB shall prevail.

8.3 The Bidder should submit a power of attorney (the “Power of Attorney”) authorizing the signatory of the Bid to commit the Bidder. The Power of Attorney must include the specimen signature of the Authorised signatory (the “Authorised Signatory”) duly attested by an Adviser from the Board of Advisers of the Bidder.

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

**9. Conflict of Interest**

9.1 Authority considers conflict of interest (the “Conflict of Interest”) to be a situation in which a party has interests that could improperly influence the Bidding Process, or that party’s performance of official duties or responsibilities, contractual obligations,

or compliance with applicable laws and regulations. Any Bidder(s), which in the opinion of Authority has or may have the likelihood of having a Conflict of Interest shall be liable to be disqualified.

9.2 Notwithstanding anything contained herein above, Authority may, after opening of the Eligibility Proposal, seek a confirmation (in a proforma to be provided by Authority) that there is no Conflict of Interest among the Bidders, Members and/or Constituents of the Bidder/ Member of the Consortium, within a period to be stipulated by Authority in future.

## **10. Scope of the Project**

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

- 10.1 Managing the air service operations using aircraft which shall have upto 19 passenger seats, on Winter and Summer schedule decided by GoH from time to time
- 10.2 Ensuring safety and security of the passengers using the air services.
- 10.3 The aircrafts used for air services shall not be more than 10 years old. Such air- crafts shall be present in India at the time of submission of bids.
- 10.4 Performance and fulfillment of all obligations of the Operator in accordance with the provisions of the AOA and matters incidental thereto or necessary for the performance of any or all of the obligations of the Operator under the Agreement.

## **11. Eligibility of Bidders /Technical Parameters**

### **A. Minimum Technical Eligibility Criteria**

The bidder must be a company incorporated under the Indian Companies Act, registered, having principal base & head office in INDIA.

### **B. The bidder should fulfill the following parameters (the 'Technical Eligibility').**

1. The bidder should have any of the following permits from DGCA:

- a) Scheduled Operators Permit (SOP)
- b) Non-Scheduled Operator's Permit (NSOP)
- c) Schedule Commuter Operator's Permit (SCOP)

2. The bidder must submit Letter of Intent/ Undertaking to induct the aircraft within a span of two months from the date of submitting the bid. However, in case two bids are received for the same route, within 05% of each other (one for 09 seats and another for less than 19 seats), then the bidder offering higher number of seats shall be preferred. Larger Aircraft is considered for enhanced passenger comfort.

3. Bidders shall submit Certificate of Registration and Certificate of Airworthiness of aircrafts issued by the DGCA within a span of two months from the date of submitting the bid.

## **12. Minimum Financial Eligibility Criteria**

The bidder should fulfill following parameters:-

The bidder should have a minimum aggregate turnover of Rs. 03 Crore annually, in each of the last three financial years as per audited Balance Sheets.

## **13. Consortium**

A Consortium of 02 operators with one operator as Lead of Consortium duly formalized shall be allowed to participate in such Air Shuttle Services Bid. The lead of consortium shall be responsible and must be eligible for all conditions of bidding. However both the members of the consortium shall be jointly and severally responsible for carrying out the obligations of the AOA.

## **14. Cost of Bidding**

The RFP document can be downloaded from the website of [www.haraviation.gov.in](http://www.haraviation.gov.in)

14.1 The Bidders shall bear all costs associated with the preparation and submission of their bids, and Authority will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

14.2 The Bidder is expected to examine all instructions, forms, terms and conditions in this Tender Document before submitting its Bid. Submission of a bid that is not responsive in any respect shall be liable to be rejected.

## **15. Bid Security/EMD**

The bidder shall deposit a Bank Draft amounting to Rs. 5.00 lakhs only along with the bid documents in a separate envelope super scribed as 'Bid Security/EMD'. Any bid received without Bid Security shall be rejected as non responsive without any further correspondence

## **16. Clarification of Tender Document**

16.1 Any Bidder requiring any clarification of the Tender Documents may notify CAD as per the communication details mentioned in the RFP.

16.2 At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Tender Documents by issuing an amendment.

16.3 Any amendments to the RFP will be posted on the official website [www.haraviation.gov.in](http://www.haraviation.gov.in).

16.4 In order to allow Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Authority may, at its discretion, extend the dead- line for the submission of Bids.

## **17. Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be written in English language. Any printed literature furnished by the Bidder may be written in another language as long as such

literature is accompanied by a translation of its pertinent passages in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall prevail.

## **18. Bid Security/EMD and Performance Guarantee:**

18.1 **Bid Security/EMD:** The bidder shall deposit a Bank Draft amounting to Rs. 5.00 lakhs only in favour of the **Civil Aviation Department, Government of Haryana** along with the bid documents in a separate envelope super scribed as 'Bid Security'. Any bid received without Bid Security shall be rejected as non responsive without any further correspondence.

18.2 The Bid Security submitted by the selected Bidder shall be returned on receipt of Performance Guarantee. The Performance Guarantee shall remain valid for the entire period of AOA. Authority shall not be liable to pay any interest on the Bid Security so deposited.

18.3 **Performance Guarantee:** Each Bidder shall furnish **an un conditional, irrevocable bank Guarantee** issued by a Nationalized/ Scheduled Bank for an amount of **Rs.25,00,000/- (Rupees Twenty five lakh only)** in favour of the Adviser, **Civil Aviation Department, Government of Haryana**, within a period of 15 days from the date of acceptance of bid, failing which the bid will be liable to be cancelled and the bid security/EMD amount forfeited. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

18.4 The Performance Guarantee shall be released to the Operator after 3 months of successful completion of the AOA.

18.5 In the event of the AOA being terminated due to Operators default the Performance Guarantee shall be liable to be revoked and the amount forfeited.

## **19. Routes for Bidding:**

The Bidder may submit proposal for carrying out fixed wing air shuttle operations between any or all of the following suggested routes:

Sr No.	Route
a)	Hisar-Delhi
b)	Hisar - Chandigarh -Dehradun
c)	Hisar - Chandigarh -Jammu
d)	Hisar - Jaipur
e)	Hisar - Chandigarh
f)	Any Mutually agreed Routes ex Hisar or any other airstrip of Haryana namely, Karnal, Pinjore, Bhiwani and Narnaul. The state government is considering tie-up with Himachal Government for connectivity to tourist destinations in Himachal Pradesh.

## **20. Fares to be charged from passengers:**

The Operator shall not charge fare in excess of the Airfare Cap specified for such stage length by the Ministry of Civil Aviation under its RCS UDAN Scheme. The fare to be charged from passengers shall be clearly stated by the Bidder at the time of submission of the bid.

## **21. Incentives/facilities to Operator:**

21.1 The Authority shall provide to the Operator Viability Gap Funding (VGF) for carrying out operations on the selected routes based upon the lowest bid quoted by the selected Bidder. The bid shall not exceed the VGF Cap specified for such stage length by the Ministry of Civil Aviation under its RCS UDAN Scheme.

21.2 Parking, Landing, RNFC, fire service, ambulance, security charges shall be borne by the Authority at Hisar and other airports in Haryana.

21.3 Passenger facilities (arrival/departure lounge) shall be provided by the Authority at Hisar and other airports in Haryana, where available.

21.4 The Operator shall be responsible for deployment of resources for baggage screening, ticketing, passenger facilitation and all other such activities for carrying out the shuttle operations.

## **22. Bid Variable and other conditions:**

The bidder will quote the **Subsidy demand in the form of VGF**.

22.1 The Operator shall prepare a web based Booking Portal for providing online booking services. All the bookings shall be done through a secure payment gateway permitting the use of credit/debit cards.

22.2 The period of AOA shall initially be for a period of THREE (3) years from the date of execution and can be extended at the sole discretion of the Civil Aviation Department on mutually extendable terms in case of satisfactory performance.

22.3 In case the bidder holds a Non Scheduled Operators Permit (NSOP), he would have to obtain a Scheduled Operators Permit within a period of two years from the date of signing of AOA.

22.4 The Operator must maintain operational efficiency as mentioned in the agreement and shall adhere to the requirements stipulated under DGCA.

22.5 The Bidder shall start Air service operations the earliest on signing of the AOA but not later than 60 days from the date of signing of AOA.

22.6 The Bidder shall sign the AOA within a period of 10 days from the date of issuance of LOA by the authority.

22.7 The Authority shall provide facilities pertaining to ATC, CNS, Security, Fire Services and Ambulance, free of charge for flights operated to/from Airports owned and controlled by the State Government of Haryana.

22.7 The Operator shall be responsible for all charges (e.g. landing & parking charges, RNFC, Security, etc.) levied by Government agencies at all the Airports, except the ones owned by State Government.

22.8 The Operator shall be responsible to provide transport facility between the aircraft and the terminal building, bottled drinking water in the aircraft and other basic facilities to the passengers.

22.9 There shall be no conflict of interest with RCS-UDAN (Ude Desh Ka Aam Nagrik) scheme and policy introduced by the Central Government with this project.

22.10 The Authority has the right to permit any other operator for air service operations in any sector but the terms & conditions shall not be more favorable than the ones offered to the operator selected through the competitive bidding process. Such permission shall not be granted upto 2 years from the start of Air shuttle operations by the selected bidder on that particular route. However, in case the selected bidder fails to perform satisfactory services, in that case, the Authority (State Government) can permit another operator to operate for the remaining tenure.

### **23. Bid Validity**

The Bid shall remain valid for a period of 90 days from the Bid Due Date (the “Bid Validity Period”) or the extended bid due date.

### **24. Format and Signing of Bid**

24.1 The Bidding Process for selection of suitable Operator for this Project will be carried out in a single stage- two packet system i.e. by submission of Eligibility Proposals and Financial Bids. The Bidder will submit its Eligibility Proposal and Financial Bids in two separate envelopes, as prescribed in this RFP documents.

24.2 The Bidder shall provide all the information sought under this RFP DOCUMENT. Authority will evaluate only those Bids that are received in the required formats and are complete in all respects. The Bids will comprise of two parts, as described be- low:

**ENVELOPE – 1** will contain the requisite Bid Security and other compliance documents/enclosures as mentioned below:

- Checklist on Documents enclosed
- Letter comprising the bid
- General Information about the Bidder
- Bid Security of Rs.5.00 lakhs shall be paid by way of a crossed Demand Draft drawn on any Scheduled Bank payable at Chandigarh. The Demand Draft shall be drawn in favour of “Civil Aviation Department, Government of Haryana.
- Documentary proof, where applicable, as evidence of satisfaction of the Technical Qualification.
- Information about Financial Qualification along with Audited Balance Sheets of past 3 financial years.
- Power of Attorney for signing of Bid.
- A copy of the complete set of Tender Documents, along with corrigendum to Tender Document, if issued with each page initialed by the Authorised Signatory as a token of acceptance.
- The documents / enclosures in ENVELOPE 1 of the Bids shall be submitted by the Bidder in copy.

**ENVELOPE – 2** will consist of the Bidder’s financial bid. The Format for submitting the Financial Bid is provided in Bid Form A of this RFP document. The format shall be submitted by the bidder in 1 (one) copy in a separate envelope.

- The contents of the Bid in ENVELOPE 1 and ENVELOPE 2 shall be typed or hand written in indelible ink and signed by the Authorized Signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall also be initialed by the person(s) signing the Bid.
- The documents/enclosures in ENVELOPE 1 shall be submitted together in bound form, with all the pages numbered serially. Demand Draft shall not be bound directly but be placed in plastic jackets, which are bound as part of the main booklet. Along with the Covering Letter, the Bidder should submit a Checklist as per pre- scribed format enclosed with this document duly signed by the Authorized Signatory and mentioning whether each document has been submitted, its page number, Total number of pages of that particular document/enclosure, and whether each page has been initialed in blue ink by the Authorized Signatory.

## **25. Sealing and Marking of Bids**

**ENVELOPE 1 & ENVELOPE 2** shall be sealed, and marked and placed in a third envelope<sup>3</sup>.

All the three envelopes shall be marked as specified and further ENVELOPE 1 and ENVELOPE 2 shall be marked with “**Technical Bid**” and “**Financial Bid**” respectively. All the three envelopes must bear the Name and Address of the Bidder to facilitate return of the envelopes unopened, if required. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes. Envelope 3 should be marked „Bid for providing Air Shuttle services to various destinations located in Haryana.”

If the outer envelope is not sealed and marked as required hereinabove, the Bid shall be liable to be considered as ineligible.

The envelope shall be addressed to the address as mentioned in the RFP.

## **26. Deadline for Submission of Bids**

26.1 Bids must be submitted to Authority on or before 15:00 hours on the Bid Due Date at the address as mentioned in the RFP.

26.2 Authority may, at its discretion, extend this deadline for submission of Bids by amending the bidding documents, in which case all rights and obligations of Authority and Bidders will thereafter be subject to the deadline as extended.

## **27. Late Bids**

Any Bid received by Authority after the deadline for submission of Bids prescribed by Authority above, will be rejected and returned unopened to the Bidder. Bidders may take note that there is likelihood of rush at the last minute, therefore, they must submit their Bids well in time. Any Bid(s) submitted after the deadline for submission of Bids, shall not be considered under any circumstances and the same shall be returned unopened to the Bidder.

## 28. Opening of Bids

28.1 Authority will open the Bids received on the Bid Due Date at 15.30 hours at the address as mentioned in the RFP, or the address intimated to you by Authority, in presence of the Bidder's representatives, who may choose to attend the opening. In case Authority extends the deadline for submission of Bids, the same shall be intimated to all the Bidders through phone call, fax or email. Each Bidder's representative who desires to attend the opening, shall bring an authority letter and sign the attendance sheet as a proof of his attendance. The names of all Bidders, who have submitted Bids will be read out and other such details as Authority, may consider appropriate, will be announced at the opening.

28.2 Envelope 1 will be opened first. Authority will determine whether each Bid (Envelope 1) is "responsive" to the requirements of the RFP DOCUMENT. A Bid shall be considered "responsive" only if:

- i. The Bidder meets the Eligibility Criteria as laid down in this Tender Document.
- ii. It is received by the „Deadline for Submission of Bids" including any extension thereof.
- iii. It is signed, sealed and marked as stipulated in this Tender Document; the document is accompanied by Tender Document Fee of ` 5,000/- (Rupees five thousand only).
- iv. It is accompanied by the Bid Security as specified in this Tender Document.
- v. It is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in this Tender Document.
- vi. It does not contain any condition or qualification.
- vii. There is no Conflict of Interest.
- viii. The document is accompanied by the Checklist as prescribed.
- ix. The information given in the Bid (Envelope 1) is complete in all respects and is strictly in accordance with the Forms/ formats prescribed in the bidding document.
- x. The information is true and correct.
- xi. Envelope 1 contains all documents prescribed in the RFP.

28.3 If any of the above criteria is not fulfilled, in any manner whatsoever, the Bid shall be treated as non-responsive. The decision of Authority as to responsiveness of a Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Authority, without being under any obligation to do so, reserves the right to call for any clarifications and additional information and documents during the process of checking of responsiveness of a Bid and to reject any Bid which is non-responsive. However, no Bidder shall have the right to give any clarification unless asked for by Authority or to request either Authority and/or any ministry or department, authority or body whether statutory or non-statutory, of the Government that may be concerned or connected, in any manner whatsoever, with this Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.



**28.4 Authority reserves its right shall give cogent reason to ask the Bidder to present additional or modify documents that it considered necessary to make the bid responsive and any such request or directions of Authority shall not be called in question by any other bidder.**

28.5 Financial Bids (Envelope 2) of only those Bidders, whose Bids have been found to be responsive and who have been found eligible, will be opened. The date and time of opening of financial Bids shall be separately communicated to the eligible Bidders. Each eligible Bidder's representative, who desires to attend the opening, shall bring an authority letter and sign the attendance sheet as a proof of his attendance. Each eligible Bidder's name, bid price, and other such details as Authority may consider appropriate, will be announced at the time of opening of Bids.

## **29. Evaluation and Comparison of Bids**

29.1 It is clarified that the selection of the Bidder shall be subject to its meeting the Eligibility Criteria as laid down in this Tender Document and the scrutiny of the Bid submitted by the Bidder.

29.2 It is clarified that the selection of the Bidder shall be subject to the verification of and scrutiny of other relevant documents as stipulated in this Tender Document, that the Bidder has submitted. To facilitate evaluation of Bids, Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

29.3 Notwithstanding anything to the contrary contained in this Tender Document, Authority may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one **(i)** that affects, in any substantial way, the scope, quality or performance of the contract; **(ii)** that limits, in any substantial way, inconsistent with the bidding documents, Authority's rights or the Selected Bidder's obligations under the contract; or **(iii)** whose rectification would unfairly affect the competitive position of other Bidders, who are presenting responsive Bids.

29.4 The waiver by Authority in terms of the clause hereinabove must be in writing and shall be limited to the specific infirmity, non-conformity or irregularity being waived. No waiver, forbearance, indulgence or relaxation or inaction by Authority shall in any way affect, diminish or prejudice the right of Authority to seek strict compliance or rectification of irregularity. Any waiver or forbearance by Authority shall not be construed as a waiver of any right or acquiescence to such irregularity or non-compliance or of the subsequent irregularity or non-compliance of or recognition of rights other than as expressly stipulated in this RFP DOCUMENT. No party shall have any right to demand waiver or forbearance from Authority. Waiver of any infirmity, non-conformity or irregularity on one occasion in favor of one Bidder shall not in any manner constitute a continuing waiver. The waiver, by Authority, of any infirmity, non-conformity or irregularity, in case of one Bidder shall not be deemed to be or construed as a waiver of any infirmity, non-conformity or irregularity, whether prior, subsequent or contemporaneous, in case of any other Bidder. Each of the rights of Authority under this Tender Document are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or

constitute a waiver of any other right of Authority, whether under this Tender Document or otherwise.

29.5 Authority will evaluate and compare the Bids previously determined to be eligible and responsive. If there is a discrepancy between words and figures, the amount in words will prevail and shall be binding on the Bidder.

29.6 Bidders shall note that in case of difference between the calculations submitted by Bidder and the calculations computed by Authority (if any), the calculations computed by Authority shall prevail.

29.7 The Bidder found eligible and quoting the Lowest Subsidy demand in the form of VGF in the Financial Bid and who has submitted the Performance Guarantee shall be declared as the Selected Bidder.

29.8 In the event that two or more Bidders quote the same amount of Lowest Subsidy demand in the form of VGF (the "Tie Bidders"), a Scheduled Operator shall be given preference over a non-scheduled operator. In the event of two bidders of the same category (NSOP or SOP), CAD shall ask the tie Bidders to submit their revised financial bid with the amount of Subsidy demand in the form of VGF quoted earlier by the tie Bidders as the fresh Reserve Price for such bid. The Bidder amongst the tie Bidders, who quotes the LOWEST SUBSIDY DEMAND IN THE FORM OF VGF in the fresh bidding, will be declared as the lowest Bidder.

### **30. Fraud and Corrupt Practices**

30.1 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 and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, Authority shall reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Selected Bidder, if it determines that the Selected 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, in addition to exercise of its right of termination, Authority shall forfeit and appropriate the Bid Security/Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority towards, inter alia, time, cost and effort of Authority without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

30.2 Without prejudice to the rights of Authority hereinabove and the rights and remedies which Authority may have under the LoA or the agreement, if a Bidder or Operator, as the case may be, is found by 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 the Agreement, such Operator shall not be eligible to participate in any tender or Tender Document RFP issued by Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by 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 practices, as the case maybe.

### **31. Authority's Right to accept any Bid and to reject any or all Bids**

31.1 Notwithstanding anything contained in this Tender Document, Authority reserves the right to accept or reject any Bid, and to annul the Bidding Process and reject all Bids, at any time during the Bidding Process, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Authority's action.

31.2 Authority reserves the right to reject any Bid and appropriate the Bid Security and the Performance Guarantee as the case may be if:

31.3 At any time, a material misrepresentation is made or uncovered, or

31.4 The Bidder does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Bid.

31.5 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the lowest Bidder gets disqualified / rejected, then Authority reserves the right to:

a) Take any measure (s) as may be deemed fit and the Authority shall have the sole discretion including annulment of the Bidding Process.

In case, it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that:

a) One or more of the eligibility conditions have not been met by the Bidder, or

b) the Bidder has made material misrepresentation, or

c) has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the OPERATOR either by issue of the LoA or entering into the AOA.

31.6 And if the LoA has already been issued to the Bidder or the AOA has been entered into with the OPERATOR, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by Authority to the Bidder or Operator, as the case may be, without Authority liable in any manner whatsoever to the Bidder or Operator, as the case may be. In such an event, Authority shall forfeit and appropriate the Bid Security and / or the Performance Guarantee, as the case may be, without prejudice to any other right or remedy that may be available to Authority.

31.7 Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP DOCUMENT. Failure of Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of Authority hereunder.

### **32. Communication of Acceptance**

32.1 After the determination of the lowest bidder, a Letter of Acceptance (the "LoA") shall be issued, in duplicate, by Authority to the **lowest bidder** who 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 Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by Authority on account of failure of the Bidder to acknowledge the LoA.

32.2 Letter of Acceptance (LoA) will constitute the Contract between the **Lowest Bidder and Authority** pending execution of AO Agreement. The Letter of Acceptance shall constitute part and parcel of the subsequent Agreement to be entered between the parties.

The lowest Bidder shall deposit the Performance Guarantee within 15 days from the date of issue of Letter of Acceptance.

### **33. Execution of the AOA**

33.1 The selected bidder shall have to execute Air Service Operation Agreement (AOA) with **Civil Aviation Department (CAD), Government of Haryana** - The Authority, within a period of 30 days from the date of issue of LoA.

33.2 Compliance of following conditions by the Selected Bidder shall be the pre- requisites for signing of the Development Agreement:

- a) Acknowledgment of LoA in terms of this RFP DOCUMENT within 7 days of issuance of LoA.
- b) Submission of Performance Guarantee within 15 days of issuance of LoA.

On compliance of the pre-requisites specified hereinabove, the AOA shall be executed, in the enclosed format, with the Bidder.

### **34. Return /Forfeiture of Bid Security and Performance Guarantee**

34.1 The Bid Security of unsuccessful Bidders will be returned as promptly as possible; but not later than 30 (thirty) days after the expiration of the bid validity period. However, no interest shall be payable on the said Bid Security.

34.2 The Bid Security of the Selected Bidder will be returned when the Selected Bidder has executed the AOA with Authority as specified in clause30.

34.3 Without prejudice to the specific provisions in this regard the Bid Security and/or the Performance Guarantee shall be liable to be forfeited:

34.4 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

- a. If the Bidder withdraws its Bid during the Bid Validity Period
- b. If the Bidder imposes any condition within the Bid Validity Period,
- c. If the Bid of any Bidder is nonresponsive;
- d. If the Bidder fails, within the specified time limit;
- e. To acknowledge the receipt of LoA

- f. To execute the Agreement as per the format enclosed;
- g. To furnish the Performance Guarantee;

34.5. Authority may, if it considers necessary, solicit the Bidder's consent for an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. If a Bidder accepts to prolong the period of validity, the Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder accepting the request shall not be permitted to modify his Bid or impose any condition.

### **35. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for 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 Authority in relation to or matters arising out of, or concerning the Bidding Process. Authority will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Authority may not divulge any such information unless it is directed to do so by a Court of Law and/or any statutory entity that has the power under law to require its disclosure.

### **36. Miscellaneous**

36.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

36.2 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

36.3 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.

36.4 Consult with any Bidder in order to receive clarification or further information;

36.5 Retain any information and/or evidence submitted to Authority by, on behalf of, and/or in relation to any Bidder; and/or 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.

36.6 No assignment, sale, transfer, conveyance of the Project shall be permitted except as otherwise expressly permitted by Authority. Any breach of this condition shall lead to rejection of the Bid and/or termination of the Agreement.

36.7 For the sake of clarity, the Bidder(s) may note that in case there are any obligation(s) or condition (s) imposed on them under a particular clause of any part of the Tender Document, which includes the Forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Document, which includes the Forms, then, all the conditions and/or obligations should be read in conjunction with each other and all of them have to be fulfilled.

36.8 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Authority, its employees, agents, consultants 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 herewith and waives any and all rights and/or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Bidder against Authority, its employees, agents, consultants and advisers.

Adviser,  
Civil Aviation Department  
Government of Haryana

## FORM – A (FINANCIAL BID)

To,

The Adviser, Civil Aviation Department  
Government of Haryana, 30 Bay Building,  
Sector 17-B, Chandigarh – 160017  
Tele: +91-172-2709386,  
E-mail: cavation@hry.nic.in

Dear Sir,

We quote subsidy of Rs. \_\_\_\_\_ (both in words and in numbers) as our demand in the form of VGF for operating Air Shuttle Services for Haryana, in lines with subsidies offered as per UDAN scheme of GOI.

Sr.No	A. Sectors Phase	B. Fare to be charged as per fare cap under UDAN Scheme	C. Subsidy as per VGF Cap under UDAN scheme	D. Subsidy Demand in the form of VGF
1				
2				
3				
	GRAND Total		Rs. x days =Rs. _____	Rs. x days =Rs. _____

### **Note:**

1. All the prices quoted above must be inclusive of all taxes and duties.
2. Parking, Landing, RNFC, fire truck, ambulance, security and other charges at Hisar shall be borne by the State Government.
3. No conditions should be attached to the price proposal.
4. Bidder quoting the lowest Total Subsidy demand in the form of VGF, for all sectors aforementioned, for all seats, shall be considered as the lowest bidder for awarding the works.
5. Bidder cannot transfer routes to any other operator. Bidder shall have to operate minimum three days a week or as instructed by the State Government. Bidder shall be paid only for flights which are successfully operated.
6. Bidder shall be paid VGF for (seats upto 9 seats) irrespective of the occupancy or sale of seat.
7. For flights not operated due to any legal, weather or operational challenges, shall not be considered for payment of subsidies.
8. Price bid validity should be for at least 180 days.
9. Government may add or delete sectors and flying hours as per requirement.

**Signature**

Full Name : \_\_\_\_\_ Designation: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

**Yours sincerely,**

Authorized Signatory \_\_\_\_\_ Date : \_\_\_\_\_

Place: \_\_\_\_\_



**Letter Comprising the Bid**

Dated:

To

**Adviser**

Civil Aviation Department, Government of Haryana,  
30 Bay Building, Sector 17-B, Chandigarh – 160017  
Tele : +91-172-2709386

Website:www.haraviation.gov.in

E-mail:cavation@hry.nic.in

**Sub: Providing Air Shuttle Services to various destinations located in Haryana**

Dear Sir,

With reference to your Tender Document dated..... , I/we, having examined the

Tender Document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

- 1) I/We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Applicants and award of the aforesaid project, and we certify that all information provided in the Application and in Annexes I to VIII is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
- 2) This statement is made for the express purpose of qualifying and award as a Bidder for providing Air Shuttle Services to various destinations in Haryana.
- 3) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- 4) I/ We acknowledge the right of the Authority to reject our Application 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.
- 5) I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6) I/ We declare that:
  - a) I/ We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority.
  - b) I/ We do not have any conflict of interest in accordance with the Tender Document; and

- 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 the Tender Document, in respect of any tender or Tender Notice issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
- 8) I/ We believe that we satisfy the Rs. 5 CRORES annual Turnover criteria and meet(s) all the requirements as specified in the Tender Document and are/ is qualified to submit the Bid and for award of Project.
- 9) I/ We believe that we satisfy the net worth criteria and meet all the requirements as specified in the RFP document and are/ is qualified to submit the bid and for award of project.
- 10) I/ We declare that we or our associates are not a member of a/ any other consortium applying for pre qualifications.
- 11) I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12) I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO/MD or any of our Advisers/ managers/employees.
- 14) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/We are attracted by the provisions of disqualification in terms of the provisions of this RFP DOCUMENT; I/We shall intimate the Authority of the same immediately.
- 15) The Statement of Legal Capacity as per format provided at Appendix - VI of the Tender Document, and duly signed, is enclosed. The power of attorney for signing of application, as per formats provided at appendix V of the RFP DOCUMENT, are also enclosed.
- 16) In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Air Operation Agreement (AOA) in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17) I/We have studied all the Bidding Documents carefully. I/We understand that except to the extent as expressly set forth in the Air Operation Agreement (AOA), we shall have

no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Air Operation.

- 18) The Subsidy demand in the form of VGF have been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, Air Operation Agreement (AOA), our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
- 19) I/We offer a Bid Security of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) to Authority in accordance with the Tender Document.
- 20) The Bid Security in the form of a Demand Draft is attached.
- 21) 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.
- 22) I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or Indian Companies Act 2013, having its registered office and headquarters in India prior to execution of the Air Operation Agreement (AOA).
- 23) I/We agree and undertake to be jointly and severally liable for all the obligations in accordance with the Air Operation Agreement (AOA).
- 24) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 24) I/We agree to keep this offer valid for 90 (ninety days) from the Bid Due Date specified in the Tender Document.
- 25) I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness thereof, I/ We submit this application under and in accordance with the terms of the Tender Document.

**Yours faithfully,**

(Signature, name and designation of the Authorized Signatory)  
Name and seal of the Applicant

Date:

Place:

## APPENDIX II

### General Information about Bidders

1.	Name of the Organization	
2.	Name of the Authorized person	
3.	Address & contact Numbers	
4.	Year of establishment	
5.	Status of the firm ( whether Pvt Ltd company/ Public Ltd. Company)	
6.	Names of Advisers	
7.	Whether registered with Registrar of Companies – mention number and date with proof	
8.	Whether registered for sales tax, VAT– mention number and date. Also furnish copies of VAT tax number allotted	
9.	Whether registered for GST – mention number and date. Also furnish copies of GST number allotted	
10.	Whether assesses of Income tax payee. Mention PAN , furnish copy of last income tax return.	
11.	Name and Address of Bankers	
12.	Provide details of the agreement with other State Government for air shuttle services.	
13.	3 years Annual Turnover (Furnished copy of Balance sheet) (CA certification required )	(2015-16) (2016-17) (2017-18)
14.	EMD details :DD Number/Bank Name/ Date	
15.	List of present clients (Copy of work order to be Enclosed)	
16.	Any other information	
17.	Has the Applicant been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?	
18.	If the answer to 1 is yes, does the bar subsist as on the date of Application	

19.	Has the Applicant paid liquidated damages of more than 5% (five percent of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?)	
20.	Has the Applicant not fully discharged its contractual responsibilities pertaining to aircraft availability and operation in a Govt. contract over the last one year? Please give details of the same.	

A statement by the Applicant or any of their Associates disclosing material non-performance or contractual non-compliance in past projects (over the last one year), contractual disputes and litigation/ arbitration in the recent past (over the last one year) is given below (Attach extra sheets, if necessary)

Name:

Designation:

Affix Company seal

## DECLARATION

1. I / We have read the instructions appended to the Proforma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and CAD on the basis of the information given by me/us can be treated as invalid by the CAD and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of CAD in selection of Operator will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place:

Date:

SIGNATURE:

Name & Designation & seal of the Company

**Financial Capacity of the Applicant**

<b>Year</b>	<b>Name of the Bidder</b>	<b>Annual Turnover (in Rs.)</b>
<b>2016-17</b>		
<b>2017-18</b>		
<b>2018-19</b>		
<b>Total</b>		

**Instructions:**

1) The Applicant shall attach copies of the duly audited balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:

- (a) Reflect the financial situation of the Applicant.
- (b) Be audited by a statutory auditor;
- (c) Be complete, including all notes to the financial statements; and
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- (e) Provisional financials of the latest year shall also be submitted.

## APPENDIX IV

### Net Worth Certificate

It is hereby certified that the aggregate tangible net worth (the "Net Worth") of M/s \_\_\_\_\_ (the Bidder) has been positive for the last consecutive three years.

Signature

(Certified Chartered Accountant)

[Net Worth shall be calculated as per the following formula: [Paid Up Share Capital + Reserve & Surplus – Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible Assets].



**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms.(name),..... son/daughter/wife of ..... and presently residing at ,who 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 application for qualification and submission of our bid for Providing Air Services to various Destinations located in Haryana , including but not limited to signing and submission of all our applications, bids and other documents and writings, participate in Pre-Applications 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 Concession Agreement and 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/or till the entering into of the Concession Agreement with the Authority.

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.

(Notarized)

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 Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostles certificate.

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Applicant)

Ref:  
Date:

To

**Adviser**

Civil Aviation Department, Government of Haryana,  
30 Bay Building, Sector 17-B, Chandigarh–160017

Tele : +91-172-2709386 Website: [www.haraviation.gov.in](http://www.haraviation.gov.in)

E-mail: [cavation@hry.nic.in](mailto:cavation@hry.nic.in)

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that.....will act as our representative and has been duly Authorised to submit the Tender Document. Further, the Authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

**Yours faithfully,**

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....