

# Request for Proposal (RFP)

For

EMPANELMENT OF AVIATION  
AGENCY FOR HIRING OF FIXED  
AND ROTARY WING AIRCRAFT



**National Highways & Infrastructure  
Development Corporation Limited**

**3<sup>rd</sup> Floor, PTI Building, 4- Parliament Street,  
New Delhi - 110 001  
Ph No: 011-23461600**

## Empanelment of Aviation Agency for hiring of fixed and rotary wing Aircraft.

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**National Highways & Infrastructure Development Corporation Limited**  
(A Public Sector Undertaking under the Ministry of Road, Transport & Highways, Govt. of India)

No.NHIDCL/Admin/Aviation Contract/2023/E-210015      Dated 09.03.2023

**Notice Inviting proposals for empanelment of Aviation Agency for hiring of fixed and rotary wing aircraft**

**About NHIDCL and Requirement of Service intended by this tender.**

1. National Highways and Infrastructure Development Corporation is a fully owned company of the Ministry of Road Transport & Highways, Government of India. The company promotes surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including interconnecting roads in parts of the country which share international boundaries with neighboring countries. The regional connectivity so enhanced would promote cross border trade and commerce and help safeguard India's international borders. This would lead to the formation of a more integrated and economically consolidated South and South East Asia. In addition, there would be overall economic benefits for the local population and help integrate the peripheral areas with the mainstream in a more robust manner.

2. NHIDCL projects are in the very difficult locations of the country, which have very limited Air/Train connectivity. To fast pace construction of assigned targets, site visits by the senior management including visits for foundation laying and other protocol visits to these project sites are required to be taken and better travel arrangements are required to be put in place, in the larger public interest. Hence, NHIDCL intend to empanel an agency which could provide special flight/aircraft/helicopter services as and when required by NHIDCL.

3. NHIDCL wishes to empanel a Non Scheduled Operator Permit (NSOP) Holder Agency(s)/Company/Firm having and operating Fixed and/or Rotary Wing Aircraft and Helicopters to provide aircraft on hire/charter, on 'as and when required basis'. The Aircraft will be used for the official travels **as per the objective and scope of work given in Section-II of this tender document.** The Terms of Reference (ToR), terms and conditions of the tender, evaluation criteria, detailed requirement of the type of Aircraft/Helicopters as well as Crew Qualification etc are given here-in-after in this tender document.

4. The Aircraft/Helicopter as and when required shall be obtained from the

said empanelled agency at the rate to be finalized on the basis of this tender.

5. The Aircraft and crew so offered should meet the requirement (s) laid down in DGCA Air Safety Circular 02 of 1981 and 02 of 2014, as amended from time to time. In addition, compliance of CAR Section 8 Series A Part I is also mandatory.

6. Reputed and interested Organizations/NSOP Holders/Aviation Agencies owning and operating fixed and rotary wing Aircrafts as well as Helicopters may submit their Technical and Financial bids in online mode at CPP portal alongwith a hard copy of Tech Bid to be submitted to Admin Division, NHIDCL, 3<sup>rd</sup> floor, PTI Building, 4-Parliament Street, New Delhi-110001 on or before the bid submission date.

7. The RFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD details, and suggested response formats. For easy understanding, the document has been divided into following sections:

- Section I - General Instructions to the Bidders
- Section II - Terms of Reference (ToR)
  - Part I - Objectives & Scope of Services
  - Part II - TOR related information, Terms & Conditions

Section III

- Technical Proposal - Standard Forms & Other Undertakings
- Financial Proposal - Standard Forms

8. Important facts and dates:-

S. No.	Activity	Date
i.	Uploading of RFP on CPP portal	09.03.2023
ii.	Pre-bid meeting at 1130 Hrs on	17.03.2023
iii.	Clarifications on pre-bid queries	20.03.2023
iv.	Last date for receipt of offers/bids on or before 1700 Hrs on	29.03.2023
v.	Opening of Technical bids at 1100 Hrs on	31.03.2023
vi.	Opening of Financial Bids	To be notified later

9. Annual estimated cost of the tender is Rs. **2,55,00,000/- (Rupees Two Crore and Fifty Five Lakhs)** approximately. This estimate is based on average usage of the services of Aircrafts/Helicopters during the past two year. The actual cost may be higher or lesser depending upon actual usage and charter rates. This estimated bid value indicated above is being declared solely

for the purpose of guidance on EMD amount and for determining eligibility criterion related to Turn Over, past performance and Project/past experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation.

**NB: Micro, Small and Startup agencies exempted from submission of EMD.**

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## **Section-I**

### **A. General Instructions**

- a) “Employer” means NHIDCL which has invited the proposal for empanelment of aviation agencies for hiring of fixed and rotary wing aircraft and with which the selected agency signs the Contract for the Services and to which the selected agency shall provide services as per the terms and conditions of this tender document.
- b) “Bidders” means any interested Organizations/NSOP Holders/Aviation Agencies owning and/or operating fixed and rotary wing aircraft and Helicopter to provide aircraft on ‘as and when required basis’, who submit their proposals for services that they may provide to the Employer under the Contract.
- c) “Contract” means a Contract signed by the Parties and all the attached documents listed therein, including the terms & conditions given in this tender documents, including the Appendices. The contract shall be awarded for a period of one year, which may be extended for further time period of one/two years, subject to mutual concurrence of the parties.
- d) “Day” means calendar day.
- e) “Month” means the calendar month by the Gregorian calendar.
- f) “Government” means the Government of India.
- g) “Instructions to Bidders” means the document, which provides the bidders all information needed to prepare their proposals.
- h) “Proposal” means the Technical Proposal and the Financial Proposal.
- i) “RFP” means the Request for Proposal prepared by the Employer for the empanelment of Aviation Agency.
- j) “Base station” means the city from where the Aircraft shall normally be requisitioned for flying.
- k) “Bidder’s Representative” means person or persons as the Bidder designates having authority to act on behalf of the Bidder.
- l) “Effective date” means the date from which the contract comes into effect.

- m) “Emergency” means any situation which in the opinion of Bidders and the authorized representative of Employer is a matter of life and death of any person and/or a matter of serious threat of injury/damage to any person or property of Employer.
- n) “Out Station” means any station other than the Base station.
- o) “Scheduled/Unscheduled Maintenance” means maintenance required for aircraft as per DGCA’s regulations and as prescribed by the manufacturer and defect rectification etc.
- p) “Areas of Operation” means Maritime State and related areas.
- q) “Regulatory Authority” means any Govt. Body or Bodies having responsibility for aviation matters in the area of operation.
- r) “Watch Hours” means the time notified by the Airport Authority of India from time to time for normal operation of different airports.
- s) “Programme” means a written requisition of the Aircraft for a day indicating time of departure, destination and approximate flight time.
- t) “Delivery Date” means the date by which the Bidder is to mobilize the special flight/Aircraft/helicopter at the designated base for operation.
- u) “Services” mean aircraft services carried out by the Bidder and its personnel under this agreement.
- v) “Operational Day” for an aircraft would mean time commencing from first sorties as per daily flight schedule to the estimated time of landing of last sorties of the day.
- w) “Flying Time” with respect to an Aircraft would mean the time from “Chokes off”/“Rotor starts” of that Aircraft till “Chokes on”/“Rotor-stops”.
- x) “Terms of Reference” (TOR) means the document included in the RFP as Section II, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Agency and expected services.

## **2. Introduction**

- 2.1 The Employer will select aviation agency in accordance with the method of selection specified in the Part II of Section II.

- 2.2 Detailed scope of the work has been described in the Terms of Reference in Section II.
- 2.3 The date and time for submission of the proposals have been given in the NIT.
- 2.4 The Agencies are invited to submit their proposals for empanelment of Agency. The Proposal will be the basis for signed Contract with the selected Agency.
- 2.5 Agency shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, if any. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to empanelment, without thereby incurring any liability to the Agencies.

### **3. Clarification and Amendment of RFP Documents**

- 3.1 Agencies may request a clarification on any clause of the RFP documents up to the day and time of pre-bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the NIT. The Employer will provide an explanation of the query (but without identifying the source of inquiry) on the CPP portal as well as the website of NHIDCL. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para below.
- 3.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. To give Agencies reasonable time to take an amendment into account in their Proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **4. Proposal**

- 4.1 Each Agency shall submit only one proposal. If an Agency submits more than one proposal, none of the proposal shall be accepted.

### **5. Preparation of Proposals**

- 5.1 The proposal as well as all related correspondence exchanged by the Agencies and the Employer, shall be written in English language, unless specified otherwise.
- 5.2 In preparing their Proposal, Agencies are expected to carefully read the tender documents. Material deficiencies in providing the information



- requested in the tender document may result in the rejection of a Proposal.
- 5.3 Agencies are required to submit their proposal in the standard formats provided in Section III of RFP. Submission of the wrong type of proposal will result in the Proposal being deemed non-responsive.
- 5.4 The Technical proposal shall not include schedule of rates. A Technical Proposal containing schedule of rates shall be declared non responsive.
- 5.5 Technical proposal should be prepared considering the Terms of Reference and any other information to highlight the capability of the agency.
- 5.6 Technical Proposal should be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

#### **5.7 Financial Proposal**

- i. The Financial Proposal shall be submitted in the online Standard Form. The financial proposal shall not include any conditions attached to it. A conditional financial proposal shall be rejected summarily. Schedule of rate for different type of Aircrafts are required to be submitted only on CPP portal in the given format. Financial proposal submitted in any other manner shall be treated invalid.
- ii. The per hour flying rate is to be given in the BoQ-I and BoQ-II format [as per sample format FP-2 (a) and FP-2 (b)] given on CPP portal. The rate will be from Runway to Runway. The rate of BoQ-I **only** shall be taken in to account for financial weightage in the QCBS method.
- iii. The flying charges should be inclusive of all charges except GST. However, Landing/Parking charges, ground handling charges, watch extension charges, Central/State/local tax etc are not to be included in the flying charges. These will be reimbursed by NHIDCL on submission of requisite bill along with supporting documents.
- iv. Crew expenses for hotel/rest/transportation for each rest in respect of a trip should be separately quoted in BoQ-III (as per sample format FP-3). These are to be quoted for Tier-1 (Delhi, Kolkata, Hyderabad, Chennai, Mumbai and Bangalore) and Tier-2 (Rest of the cities). These shall not be taken into account for deciding L-1 rates. **The L-1 rate shall be decided only on the basis of Flying hour rate given under BoQ-I.** The bidder whose total per hour flying charges in BoQ-I for all machines are L-1, shall have to accept the lowest ‘crew’ rest/hotel charges offered under BoQ-III as well as the L-1 rates of BoQ-II.

- v. The rates quoted shall remain firm till completion of the contract.

## **6. Proposal Validity**

The proposal shall be valid for 90 (Ninety) days from the date of opening of the proposal.

## **7. Taxes**

The agency shall fully familiarize themselves about the applicable taxes and all such taxes must be included by the agency in the financial proposal. However, GST as applicable shall **not** be inclusive. The schedule of rate shall be exclusive of GST.

## **8. Currency**

Bidder shall express the price of their Proposal in Indian Rupees.

## **9. Earnest Money Deposit (EMD) and Performance Guarantee**

### **a) Earnest Money Deposit**

- The Bidder shall furnish Bid Security/EMD amounting to Rs, **5,00,000.00/-** (Rupee Five Lakhs only) in the form of Demand Draft/Pay Order/Bank Guarantee from any Indian Scheduled/Nationalized Bank drawn in favor of NHIDCL payable at New Delhi.
- Proposal not accompanied by EMD shall be rejected as non-responsive.
- No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- The EMD of the unsuccessful bidders would be returned back within 30 days of empanelment of the agency, upon receipt of a request from the agency in this regard.

**NB: Micro, Small and Startup agencies having valid MSE registration for providing such services are exempted from deposit of EMD.**

### **b) The EMD shall be forfeited by the Employer in the following events:**

- If proposal is withdrawn during the validity period or any extension agreed by the parties thereof.
- If the Proposal is varied or modified in a manner not acceptable to the

Employer after opening of Proposal during the validity period or any extension thereof.

- If the agency tries to influence the evaluation process.

c) **Performance Guarantee**

The successful agency will execute a **Performance Guarantee of Rs. 7.5 Lakhs (Rs. Seven Lakhs and Fifty Thousand)** in the form of Demand Draft/ Pay Order from any Indian Scheduled /Nationalized Bank drawn in favour of National Highways & Infrastructure Development Corporation Limited, New Delhi, payable at New Delhi or FDR made in the name of agency but hypothecated to MD, NHIDCL, New Delhi or Bank Guarantee issued in favour of NHIDCL, New Delhi. The Performance Guarantee should remain valid for a period of 60 days beyond the completion of the period of contract.

d) **MSME**

Micro, Small and Startup Agencies having valid registration certificate issued for providing **similar services** will be allowed exemption from EMD etc and other relaxation as per Government approved policy, subject to submission of valid registration certificate with the bid as per the Govt. policy.

- e) Only Indian agencies are allowed to submit RFP.

**10. Submission, Receipt and Opening of Proposal**

a) The bidder or an authorized representative of the bidder shall initial all pages of the original Technical Proposals. **The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign.**

b) The scanned copies of all documents in support of Technical eligibility shall be uploaded on CPP portal (including the EMD). The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**. The envelope containing the Technical Proposal and EMD shall be placed into an outer envelope and sealed. It shall be addressed to Director (A&F), NHIDCL, 3<sup>rd</sup> floor, PTI Building, Sansad Marg, New Delhi-110001. This outer envelope shall bear the submission address, reference number and shall be dropped in the tender box kept at the reception of NHIDCL on **3<sup>rd</sup> floor, PTI Building Office, Sansad Marg, New Delhi**. The Employer shall not be responsible for misplacement, loss or premature opening, if the outer envelope is not sealed. **Financial Proposal submitted in online mode on CPP portal only shall be considered. Proposal submitted by any other mode shall not be a valid proposal and shall not be considered under any circumstances.**

- c) If the scanned copies of the Technical Proposal documents are not uploaded on the CPP portal, no cognizance of the physical set submitted by the bidder shall be taken. It may also be noted that only such of the documents shall be considered as are uploaded on CPP portal. Any document not uploaded on portal but submitted in physical set, shall be treated invalid.

## **11. Proposal Evaluation**

- a) From the time the proposals are opened to the time empanelment is made, the bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by the bidder Agencies to influence the Employer in the examination, evaluation, ranking of Proposal and recommendations for empanelment may result in the rejection of the agency's proposal.
- b) The employer will carry out the entire evaluation process as per notified Technical criteria.
- c) While evaluating the technical proposals, the Employer shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- d) The Employer shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified in Section II under Clause 8.
- e) Financial proposal of only those firms, who are technically qualified shall be opened on the date & time specified by the employer to be notified on CPP portal and website of NHIDCL after the result of Technical Evaluation is notified.

**12. Empanelment list:** The employer is at liberty to empanel more than one agency.

## **13. Confidentiality**

Information relating to evaluation of Proposal and recommendations concerning short-listing shall not be disclosed to the agencies who submitted the proposal or to other persons not officially concerned with the process, until the publication of the approved short-list. The undue use by any agency of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's anti corruption policy.

## **B. GUIDELINES FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The Instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

### **i) REGISTRATION**

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificates (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID/ Password and the password of the DSC/eToken.

### **ii) SEARCHING FOR TENDER DOCUMENTS**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification /help from the Helpdesk.

### **iii) PREPARATION OF BIDS**

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents(e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" as available.

### **iv) SUBMISSION OF BIDS**

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. The bidder has to digitally sign and upload the required bid document one by one as indicated in the tender document.

Bidder has to select the payment option as "Offline" to pay the applicable EMD and enter the details of the instrument.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidder should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to asymmetric encryption using buyers/ bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

v) **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for tender or the relevant contact person indicated in the tender.

**NB: The queries can be submitted till the pre-bid meeting. Thereafter, no queries shall be entertained.**

2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk OR Toll Free Number 1800-3070-2232 and **Sh. Amit Saini on his mobile number # 9667403278.**



## **Section-II**

**(Terms of Reference)**

### **PART I : Objective & Scope of Services**

#### **1. Scope of Services**

- a. The Employer wishes to empanel a Non Scheduled Operator Permit (NSOP) Holder Agency(s)/Company/Firm owning and/or operating Fixed and/or Rotary Wing Aircraft and Helicopters (such as the ones given in the BoQs) to provide aircraft on hire/charter, on 'as and when required basis'. The Aircraft will be used for the official travels.
- b. The empanelled agency will be required to provide a suitable fixed/rotary wing aircraft along with crew from base station/nearest base station as per the operational requirement of employer as specified in DGCA Regulations with a notice period of 48 Hours. The extracts of some of the important regulations are given in **Schedule-1 to Section II.**
- c. Details of aircraft required are as follows:
  - i) Twin engined Pure-jets (Heavy / Mid-Size / Light Jets)
  - ii) Turbo-prop Aeroplane (Twin Engine Aircrafts)
  - iii) Twin engined turbine air conditioned helicopter.
  - iv) Single engine turbine helicopterNB : The hiring will be requirement based only.

### **PART II : TOR related information**

#### **1. Conditions under which this RFP is issued**

- i. This RFP is not an offer and is issued with no commitment. NHIDCL reserves the right to withdraw the RFP and change or vary any part thereof at any stage. NHIDCL also reserves the right to disqualify any bidder, should it in its absolute discretion, feel it to be so necessary at any stage.
- ii. NHIDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP
- iii. The bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fee, expenses associated with any demonstration or presentations which may be required by NHIDCL or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will be incurred by the bidder

and NHIDCL shall not be liable in any manner whatsoever.

- iv. NHIDCL reserves the right to withdraw this RFP, if it is so required in the larger public interest.
- v. No oral conversations or agreements with any official, agent or employee of NHIDCL shall affect or modify any terms of this RFP.
- vi. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against NHIDCL or any of their respective officials, agents, or employees arising out of, or relating to this RFP, (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- vii. Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

## **2. Rights to the Contents of the Proposal**

- i. For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of NHIDCL and will not be returned after opening of the qualification proposal. NHIDCL is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.

## **3. Acknowledgement of Understanding of Terms**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all the sections of this RFP, including all forms, schedules and annexures thereto and has fully informed itself as to all existing conditions and limitations.

## **4. Right to accept or reject proposals**

4.1 Even though bidders may satisfy the necessary requirements, they are subject to disqualification if they have:

- a. Made untrue or false representation in any form or statements submitted in the bid application document.
- b. Notwithstanding anything contained in this document, NHIDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

c. The employer reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Proposal. Misrepresentation/ improper response by the bidder may lead to the disqualification of the bid. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejection occurs after the proposals have been opened and the highest ranking bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the employer, including annulment of the Selection Process.

#### **4.2 Fraud and corrupt practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the employer shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be and as 'mutually' agreed genuine pre-estimated compensation and damages payable to the Employer for, inter alia, time, cost and effort of the Employer, in regard to this document, including consideration and evaluation of such bidder's proposal.

#### **5. Language of Proposals**

The proposal and all correspondence and documents shall be written in English.

#### **6. Eligibility Criteria**

- a) The agency should have its operational office in Delhi NCR.
- b) The agency should not have been blacklisted or debarred by any Government Department/PSUs from such services during the last three years.
- c) The agency should own or have on lease the availability of sufficient number of Aircrafts/Helicopters.

- d) The agency should possess a valid Non-Scheduled Operators Permit (NSOP) issued by DGCA of India to operate Aircraft and Helicopters. Details and validity (copy of permit) of Operators permit issued by the DGCA, India shall be provided along with other documents of tender. **NSOP permit should have endorsement for both i.e. Helicopter and Fixed / Rotary wing Aircraft.**
- e) The agency should have experience in providing similar services to various PSUs and Government Organizations. (copy of work order/Letter of empanelment/ documentary proof shall be provided in the technical proposal). The agency should have handled similar work of 80% of the bid estimated value or two work orders of 50% of the bid estimated value or three work orders of 40% bid estimated value during the last 07 years ending on 28.02.2023
- f) The agency should have minimum annual turnover of **Rupees Five Crore** in each of the past three years viz 2019-20, 2020-21 and 2021-22 from aviation business. (Please submit Audited Annual Accounts of last 3 years) alongwith AAR duly certified by a CA with UDIN number.
- g) The agency should have a positive net worth during the last three years. A certificate from a CA alongwith supporting documents must be submitted.
- h) The flight / maintenance crew shall meet all regulations laid down by DGCA for Civil flying.
- i) The aircraft / helicopters offered should have good operational capability, reliability and easy maintainability.
- j) The agency should not have any accident incident in its operations during the last 05 years ending on 28.02.2023. The agency should submit an affidavit to the effect that there had been no Accident incident in respect of its Aviation Operations. The bid shall be treated invalid and technically non-responsive if this affidavit of ‘No accident incidence’ is not submitted.
- k) The bidder should be registered for all statutory compliances such as GST, ESIC/EPF etc.

#### **7. Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal**

- i. NSOP Certificate of the Agency
- ii. Applicable Permit, Applicable Registration Certificate (to be provided before the flight, however, undertaking shall be given in the Technical Proposal).

- iii. Aircraft C. of A certificate –If applicable(to be provided before the flight, However, undertaking shall be given in the Technical Proposal)
- iv. A proof of association and business / copies of contracts
- v. P & L account & Balance Sheet (audited annual account) for last three years.
- vi. Background of the agency, including nature of business
- vii. Details of Group / Associate Companies, etc.
- viii. Other information in the Technical Bid format TP-2
- ix. An undertaking stating that firm/organization is not blacklisted or debarred by Government or its agencies including Central/State Level Public Enterprises.
- x. Duly filled check list as given under Section-IV of the RFP.

## **8. Evaluation of Proposals**

8.1 Each Proposal shall be evaluated according to the eligibility criteria given under Clause-8.4, to determine whether bidder satisfies the eligibility criteria, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

8.2 Prior to financial evaluation of Proposals, the employer will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) it is received in the specified format;
- (b) it is received by the due date including any extension thereof;
- (c) it is signed as stipulated;
- (d) it contains all the information(complete in all respects) as requested in the RFP and Form TP-2
- (e) it does not contain any condition or qualification; and
- (f) it is not non-responsive in terms hereof.

8.3 NHIDCL reserves the right to reject any Proposal which is non responsive and no request for alteration, modification or substitution shall be entertained by the NHIDCL in respect of such Proposals.

## **8.4 Evaluation will be based on documentary evidence submitted by the bidder with respect to assessment criteria as under:**

The bids will first be evaluated for technical competence in the following manner:

**A minimum score for Technical Bid (Tn) of 50 (out of 100) is required for qualifying in technical bid evaluation, based on the following criteria:-**

SI. No	Parameters	Marks Allotted
1.	Length of experience of providing similar services i.e. Operation of Charter Aircraft and Helicopter (relevant proof in the form of work orders to be attached with technical bids.)  Please give details in the prescribed TP-2 format.	05 marks for each complete year (up to 30.12.2022) subject to a maximum of 20 marks.
2.	Client Profile - Number of Government organizations/ PSUs served/presently being served for providing similar services. Only one certificate will be entertained for one client.	05 marks for each client subject to a maximum of 20 marks.
3.	Level of Client Satisfaction for similar works. (Please give details in the prescribed format in TP-2.)  Maximum FOUR best works would be considered for evaluation.	Based on grading in the client certificate,  i. 05 marks for each 'Excellent/Outstanding' grading, ii. 04 marks for each 'Very Good' grading, iii. 03 marks for each 'Good' grading, iv. 02 marks for each 'Satisfactory' grading,  subject to maximum 20 marks.
4.	Financial Standing of the bidder in terms of Average Annual Turnover during the last three years i.e., 2019-20, 2020-21 and 2021-22 (relevant certificate from CA with UDIN no. to be enclosed).	i. 05 marks for AAT from Rs. 5 crore and up to Rs. 15 crore, ii. 10 marks for AAT of more than Rs. 15 crore and up to Rs. 25 crore,  iii. 15 marks for AAT more than Rs. 25 crore and up to Rs. 35 crore,  iv. 20 marks for AAT more than Rs. 35 crore.  Maximum 20 marks.
5.	Owning/Lease availability of Aircrafts/Helicopter	04 Marks for each Aircraft / Helicopter Maximum = 20 Marks

**8.5** In second stage, the **Financial bids** of all bidders who qualify the Tech criteria as above, shall be opened and the schedule of rates shall be evaluated based on the combined and final evaluation in the following manner:

## 8.6 Financial Bid:

- a. Financial bids are to be submitted in BoQ-I, BoQ-II and BoQ-III. Financial Bids of only the technically qualified and eligible bidders shall be considered.
- b. Final selection shall be based on the Quality & Cost Based Selection (QCBS) and not purely on L-1 basis in the Financial Bid. The 60% weightage shall be given to the Technical Bid and 40% weightage shall be given to the Financial bid.

### The combined and final evaluation:

- c. The rate of BoQ-I **only** shall be taken into account for financial weightage in the QCBS method. 100 marks will be awarded to the Agency who has quoted lowest price on account of overall per hour flying charges (sum total of all flying machines in BoQ-I) and pro-rata marks will be awarded to the other agencies in the following manner:

‘L-1’ rate divide by rate quoted by the agency, multiplied by hundred. Figure so arrived shall be given 40% weightage.

- d. Proposals will finally be ranked according to their combined scores of Technical (Tn) and Financial (Fn). **Final Score of Technically qualified bidders (Hn) =  $(0.6 \times Tn) + (0.4 \times Fn)$** , where Tn is Technical Score and Fn is Financial Score.

- e. The work shall be awarded based upon highest score obtained by them as has been shown above (i.e. H-1, bidder who is having the highest combined score of Technical and Financial bids).

- f. NHIDCL shall draw a panel of up to five selected bidders based on highest combined scores obtained by them in Technical and Financial bids. The highest scorer will be shortlisted for award of work.

- g. In case two or more bidders have the same combined score on the basis of QCBS methodology, then the bidder with the higher technical score will be considered H-1 and so on. In case the technical score is also equal, then the bidder with the higher average annual turnover will be considered H-1.

- h. In case H-1 defaults, NHIDCL reserves the right to award the work to next highest bidder till H5, (i.e. H-2, H-3, H-4, H-5 in that order), provided the agency agrees to match the ‘Charges’ quoted by H-1.

**NB:** Landing/Parking charges, ground handling charges, watch extension charges, Central/State/local tax etc are not to be included in the flying charges. These will be reimbursed by NHIDCL on submission of requisite bill along with supporting documents.

Crew expenses for hotel/rest/transportation for each rest in respect of a trip should be separately quoted in BoQ-III (as per sample format FP-3). These shall not be taken into account for deciding L-1 rates. **The L-1 rate shall be decided only on the basis of Flying hour rate given under BoQ-I. The rate in BoQ-II and BoQ-III shall not be taken into account for deciding L-1 rates.**

**The bidder whose total per hour flying charges in BoQ-I for all machines are L-1, shall have to accept the lowest ‘crew’ rest/hotel charges offered under BoQ-III as well as the L-1 rates of all machines under BoQ-II.**

## **9 OTHER TERMS & CONDITIONS OF EMPANELMENT**

### **9.1 Post qualification and Empanelment**

- 9.1.1 The employer will determine to its satisfaction whether the bidder is qualified to satisfactorily perform the Contract.
- 9.1.2 The determination will take into account the bidder's financial and other capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as well as such other information as the Employer deems necessary and appropriate.
- 9.1.3 An affirmative determination will be a prerequisite for empanelment of the bidder. A negative determination will result in rejection of the bidder's bid.
- 9.1.4 The Employer will award the contract to the successful qualified bidder, who has quoted the overall lowest price per hour for all type of Aircraft/Helicopter, taken together as per the list in BoQ-I. However, the Employer is at liberty to empanel more than one agency, at its discretion.
- 9.1.5 **The contract shall be awarded for a period of one year, which may be extended for further time period of one/two years, subject to mutual concurrence of the parties.**

### **9.2 Notification of Empanelment**

- 9.2.1 The employer will notify the successful bidder in writing by letter, or by email that its proposal has been accepted, within a month from the date of opening of the financial proposal, unless any further time is notified by the employer in this regard.
- 9.2.2 The notification of empanelment will constitute the formation of a contract.



### **9.3 Signing of Contract**

- 9.3.1 Within fifteen (15) days of receipt of notification of empanelment, the successful bidder shall indicate his acceptance to the same, deposit the Performance Security and sign the Contract and return it to the Employer.

### **9.4 Termination**

NHIDCL may terminate the Contract of the agency and/or may initiate penal proceedings as per the law of India, in case of the occurrence of any of the events specified below:

9.4.1 If the Agency becomes insolvent or goes into compulsory liquidation.

9.4.2 If the Agency, in the judgment of NHIDCL, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

9.4.3 If the Agency submits to NHIDCL a false statement which has a material effect on the rights, obligations or interests of NHIDCL.

9.4.4 If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NHIDCL.

9.4.5 If the Agency fails to provide the quality services as envisaged under this Contract, or fails to promptly respond or fails to provide the requisite services. The Performance Security of the agency shall be forfeited in such a situation, in addition to debarment of the agency from considering for any such assignment in NHIDCL.

### **9.5 Resolution of Disputes**

- 9.5.1 The employer and the Empanelled Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.5.2 If, however, such disagreement or dispute cannot be resolved by informal negotiations, the same shall be referred to an Arbitrator to be appointed by Director (A&F), NHIDCL for appropriate decision in accordance with the provision of Reconciliation and Arbitration Act, 1996; as amended from time to time.

### **9.6 Applicable Law & Jurisdiction**

- 9.6.1 The Contract shall be governed by and interpreted in accordance with the Laws of India. The jurisdiction for any legal action or

proceedings will be Courts of Delhi.

9.6.2 The bidder should be registered under relevant Laws/Acts of the Country.

9.6.3 The bidder/agency to whom contract is awarded shall ensure that the flight operation shall be strictly according to Air-Safety regulations notified by Govt of India and the Aircraft Air worthiness as well as Pilot/Crew regulations shall be strictly complied with.

## **9.7 Force Majeure**

9.7.1 In the event that the Empanelled Agency or the Employer is delayed in performing any of their respective obligations under the Contract and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused provided the agency clearly establish a case of Force Majeure and the period of such delay may be added to the time of performance of the obligation delayed.

9.7.2 If a Force Majeure situation arises, the Empanelled agency shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Empanelled agency shall continue to perform its obligations under the Contract as far as it's reasonably practical and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.

## **10 Payment Terms**

**10.1** Employer shall cause the payment due to the empanelled agency to be made within 15 (Fifteen) days after the receipt by the employer of duly completed bills with necessary particulars, provided that there are no discrepancies in the bill. If there is any discrepancy, including GST payment proof, the payment to the agency shall be made only after rectification of notified discrepancies in the bill(s).

**10.2** All payments under this Agreement shall be made to the account of the agency as may be notified to the employer by the empanelled agency.

**10.3** No advance payment shall be admissible.

**10.4** TDS will be deducted as applicable.

## **SCHEDULE-1**

### **Extract of Relevant DGCA Regulations**

#### **a) Air Safety Circular 02/1981**

1.1 Twin-engined aircraft with good operational capability, reliability and easy maintainability characteristics should be used.

2.1 The aircraft must possess a current certificate of airworthiness with all mandatory modifications and requirements duly incorporated.

2.2 The aircraft must be equipped with serviceable instruments/equipments as required under instrument Flight Rules.

2.3 The aircraft must be inspected and certified by an appropriately licensed Aircraft Maintenance Engineer prior to such flights.

2.4 Major defects in the aircraft, engines and its instruments or equipment reported by P.I.C. or detected during inspection on ground, must be rectified and certified by an appropriately licensed Aircraft Maintenance Engineer before commencement of the next flight.

#### **2. Flight Crew**

3.1 When operation is by fixed wing aircraft:

3.1.1 The Pilot-in-command should possess at least a current senior Commercial Pilot's License with Pilot-in-command endorsement on the type of aircraft to be flown with a current Instrument Rating or a CPL with a Flight Instructor's Rating and a current Instrument Rating on the type of aircraft to be flown.

3.1.2 The Pilot should possess a minimum flying experience of 3,000 hours including at least 2,000 hrs as Pilot-in-Command, 50 hrs of Night Flying and not less than 50 hrs. experience, as Pilot-in Command, on the type of aircraft to be flown.

3.1.3 The Pilot should possess a minimum of 30 hrs of experience as P.I.C. during the last six months and 5 hrs. Instrument flying (real or synthetic) during the two months immediately receding the date of intended flight.

3.2 When operation is by Helicopter:

3.2.1 The Pilot-in-Command should be in possession of a current commercial Helicopter Pilot's License.

3.2.2 The Pilot should have a minimum of 500 hrs experience as Pilot-in Command on Helicopters, including 10 hrs of night flying and not less than 75 hrs, as Pilot-in Command, on type of Helicopter to be flown.

3.2.3 The Pilot should have a minimum of 30 years of experience as PIC on Helicopter in the last six months including 5 hrs on the type Helicopter in the last 30 days, immediately preceding the date of intended flight.

**b) Air Safety Circular 02/2014**

2.1.1 All pilots of non-scheduled/private aircraft/helicopter operators shall ensure that their licences and ratings are current and are certified to carry out such operations.

2.1.5 Crew composition shall be in accordance with the provisions of CAR Section 8, Series A, Part I; Air Safety Circular 2 of 1981 and MHA guidelines

2.1.6 The flight crew shall google helipad coordinates to check their correctness, suitability and other flying aspects like obstacles (like tall trees, high tension wires), landing, take-off directions, etc.

2.1.7 The flight crew shall carry local and million maps during flight for navigation and shall not rely on GPS only.

2.1.8 The flight plan should be filed with complete details to the nearest ATC unit, indicating the exact number of passengers and load.

**c) CAR Section 8 Series A Part I**

**3. MINIMUM FLIGHT CREW REQUIREMENTS:**

An aircraft registered in India shall be operated by flight crew, adequate in number and description, duly trained, and qualified on the type of aircraft to be flown, to ensure the safety of operations. The following requirements in this regard should be complied with by all the operators covered under para 2 of this CAR.

- i. The number of the flight crew members operating any flight, shall not be less than that specified in the approved aircraft Flight Manual or Operations Manual or Certificate of Airworthiness.
- ii. All aircraft engaged in Scheduled Public Transport operations, should be flown by at least two pilots.

- iii. All aircraft engaged in carriage of VVIP/VIP should be flown by at least two pilots.
- iv. Aircraft communication and navigation equipment should be strictly in accordance with the guidelines/regulations notified from time to time.

**N.B:** The above are only few of the instructions reproduced for convenience of the bidders. However, the bidders are required to ensure compliance with all Air Safety Regulations notified by the Government from time to time and any other amended regulation of DGCA during the currency of the contract will be binding.

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### **Section III**

#### **(Technical Proposal-Standard Forms)**

The bidder must submit the following certificates in the requisite format:

Form TP - 1: Letter of Proposal submission

Form TP - 2: Agency's organization & Experience as well as other details (Technical Bid Format)

Form TP – 3: Certificates (Annexure-I, II & III) – To be submitted before flying. For the present, an undertaking as per TP-6 should be given.

Form TP - 4: Affidavit containing following declarations thereof:

i) Declaration stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.

ii) Declaration stating that:

“Qualified Pilots would be maintained during the empanelment period. In case replacement is inevitable, the equivalent qualification and experienced pilots will be inducted by the bidder”.

iii) Declaration stating that

‘I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of 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.”

iv) Declaration regarding non-disclosure/sharing of confidential information with third parties, particularly about the use of the flight by any dignitary, purpose, Tour Programme etc

Form TP-5 : Affidavit regarding “No accident incident”

Form TP-6 : Undertaking regarding furnishing of mandatory certificates required for flying of Aircraft/Helicopter.

**LETTER OF PROPOSAL SUBMISSION**

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the services of Aircrafts/Helicopters in accordance with your Request for Proposal vide Tender ID No. dated [insert No. and date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal on CPP portal.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Agency, if the proposal is in association with]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal in accordance with CVC guidelines, we undertake to negotiate without any pre-condition. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address :

**Technical Bid Format****EMPANELMENT OF AVIATION AGENCIES FOR HIRING OF FIXED AND ROTARY WING AIRCRAFT**

Sl. No	Particulars	Details to be filled by the Agency	Document/Certificate Page No.
1.	Name of the Tendering Company/ Firm/ Agency – attach certificate of registration		
2.	Name of Proprietor/Director of Tendering Company/ Firm/ Agency		
3.	Corporate Office/Head Office/ Registered office/business address of the Agency;		
4.	Telephone/Mobile number, Fax numbers, Email		
5.	Name of Contact Person with Mobile No. & Email ID		
6.	Year of Incorporation/Constitution of the Firm/Agency - attach certificate of Incorporation		
7.	Whether registered with Registrar of Companies, Registration No., Date of Registration (Attach copy of Registration Certificate)		
8.	Income Tax - PAN No. (Attach attested copy of PAN & indicate pg no.)		
9.	GST No. (Attach attested copy of GST No. & indicate pg no.))		
10.	Whether the agency has successfully executed at least 01 (one) similar work costing not less than 80% or 02 (Two) similar works costing not less than 50% or 03 (Three) similar works costing not less than 40% of the estimated bid value during the last 7 years ending 28.02.2023 in Govt. Orgns/PSUs/. (Documentary proof to be enclosed)	YES/NO	
11.	Whether the agency has achieved average annual turnover of Rs. 5 Crore (Rupees Five Crore) during the last three financial years i.e. 2019-20/2020-21/2021-22.  N.B. The Turnover Certificate should be issued by a Chartered Accountant along with UDIN No. A certificate without UDIN No. shall be treated invalid.	YES/NO Turnover for :- FY 2019-20 Rs ..... FY 2020-21 Rs ..... FY 2021-22 Rs .....	



12.	Details of Aircraft(s) and Helicopter(s) owned or taken on lease by the agency.	Aircrafts = Helicopters=	
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13. Organizational Experience

Sl. No.	Name of Entity with complete communication address.	Order No. and Date	Scope of Services	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/dealing Authority who could be contacted for further information.

14. Copy of client satisfaction in respect of completion of similar nature assignments during the last 5 (Five) years ending 28.02.2023 to Govt Dept/PSUs/ organizations.

S. No.	Details of Client along with telephone number and email	Contract Number and Date	Value of Contract	Stipulated date of completion	Actual date of completion.	Date of Performance Certificate and Grading	Please indicate whether Excellent/Outstanding, Very Good, Good, Satisfactory	Page Number

15. Skill & Competencies of Team Leader (Operational)

SL. No.	Name of Team leader (Operational)	Qualification/ Professional qualification	No of Years Experience	Details of Experience	Remarks

16. Annual Average Turnover of last 03 years:

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from Aviation business	Remarks
2019-20			
2020-21			
2021-22			

17. Details of Group /Associates Company, if any.

18. Background of the party, including nature of business

19. Any other information relevant to Bid.

N.B. - Latest Performance Certificate in respect of ongoing service contracts may also be considered provided that the value of such completed period of contract is more than Rs. 60 Lakhs.

20. Details of EMD of **Rs. 5,00,000 (Rupees Five Lakhs)** in favour of National Highways & Infrastructure Development Corporation Limited, New Delhi, payable at New Delhi”

DD/PO No. & Date .....

Bank Name.....

(Seal & Signature of Bidder)

**Form TP-3 (Annexure - I)**

(To be printed on the Company's letter head)

**CERTIFICATE**

(In compliance of Civil Aviation Requirements, Section III, Air Transport, Series C,  
Part X dated 2<sup>nd</sup> June 2010)

This is to certify that the Certificates of Airworthiness and Airworthiness Review  
Certificate issued/renewed by \_\_\_\_\_ (concerned DGCA  
Head/ Regional Office) in respect of VT- \_\_\_\_\_ (registration of aeroplane/ helicopter) is  
valid from \_\_\_\_\_ (date/month/year) to \_\_\_\_\_ (date  
/month/year)

.

A copy of same is being enclosed for ready reference.

Date:

Place:

(Name/Signature)

(Accountable Manager /Quality Manager)

**Form TP-3 (Annexure - II)**

(To be printed on the Company's letter head)

**CERTIFICATE**

(In compliance of GOI letter No. 23018/8/2005-VS-dated 23<sup>rd</sup> March 2009 applicable for twin engine aircraft)

This is to certify that VT (registration of aeroplane/ helicopter) is  
fitted turbine engine serial number (left-hand engine) and  
serial number (right-hand engine).

Date:

Place:

(Name /Signature)  
(Accountable Manager/ Quality Manager)

**Form TP-3 (Annexure - III)****Please see TP-6**

(To be printed on the Company's letter head)

**CERTIFICATE**(In compliance of Para 6.15/ 6.16 of CAR- Section III, Series 'C', Part 'X' dated 2<sup>nd</sup> June 2010)

The relevant details **in** respect of the designated Pilot-in-Command have been correctly and truthfully furnished in the column (I) and/or (II) below after verification from the relevant records as on (date/ month/ year).

**A. OPERATION BY AEROPLANE**

VT- (Registration)

1. Name of Pilot-in-Command
2. Airline Transport Pilot's License  
(A)/ Commercial Pilot's License  
(A) Valid till
3. Instrument Rating Valid till (if applicable)
4. Flying Experience (all columns must be filled)

S. No.	Details	Required hours	Actual
a.	Total experience on aeroplane	3,000:00	
b.	Total experience as Pilot-in-command	2,000:00	
c.	Pilot-in-Command experience on Type	50:00	
d.	Night flying experience as Pilot-in-Command	50:00	
e.	Pilot-in-Command experience on Type during last six months	30:00	
f.	On type in the last 30 days, immediately preceding the date of intended flight *	05:00	

\*Note:- In case 30 hrs. recency during the last 6 months is not met with, then in the last 30 days, a satisfactory skill test (as required for license renewal) shall be carried out followed by 5 hrs. of PIC experience.

**B. OPERATION BY HELICOPTER**

VT-

(Registration)

1. Name of Pilot-in-Command
2. Commercial Helicopter Pilot's license/  
Airline Transport Pilot's License (H)  
Valid till
3. Instrument Rating Valid till (if applicable)
4. Flying Experience (all columns must be filled)

<b>S. No.</b>	<b>Details</b>	<b>Required hours</b>	<b>Actual</b>
a.	Total experience on helicopters	2,000:00	
b.	Total experience as Pilot-in-Command on helicopters	500:00	
c.	Pilot-in-Command experience on Type	75:00	
d.	Night flying experience as Pilot-in-Command	10:00	
e.	Pilot-in-Command experience on Type during last six months	30:00	
f.	On type in the last 30 days, immediately preceding the date of intended flight*	05:00	

\* Note: In case 30 hrs, recency during the last 6 months is not met with, then in the last 30 days, a satisfactory skill test (as required for license renewal) shall be carried out followed by 5 hrs of PIC experience.

Date:

(Name/Signature)

Place:

(Accountable Manager/Operations Manager)

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement or regarding my (our) competence and general reputation.
3. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the NHIDCL and within the prescribed time.
4. The undersigned also certify that our firm/agency has neither been blacklisted nor debarred by any Government department/PSU etc from award of such/similar work, nor it is under liquidation proceedings.
5. The undersigned declare that “Qualified Pilots would be maintained during the empanelment period. In case replacement is inevitable, the equivalent qualification and experienced pilots will be inducted by the bidder”.
6. ‘I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award or any order by any Government Department, 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.”
7. I/We certify that we shall not disclose/share the confidential information with third parties, particularly about the use of the flight by any dignitary, purpose, Tour Programme etc.

(Signed by the Authorized Representative of the Firm/Agency)

Name of the Representative

Name of Firm

DATE

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_ has  
had no accidents incidents and have operated accident-free flying in the last 5 years ending  
**28.02.2023.**

Company Name

Authorized Signatory

Name

Designation

Date



**TO WHOMSOEVER IT MAY CONCERN**

I/we undertake that we shall submit the mandatory certificates as per TP-3 (Annexure I-III) forms of this tender document, as well as other certificates, as per mandatory requirement before flying of the Aircraft/Helicopter.

We, further certify that we shall be solely responsible for all panel and legal consequence if the certificate are found lacking in any respect or compliance and NHIDCL shall be at liberty to take panel/legal action against us, including termination of the contract and forfeiture of the Performance Security.

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:] Address:

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of employer]

Dear Sirs:

We, the undersigned, offer to provide the services of aircraft for [insert title of job] in accordance with your tender on CPP portal, Tender ID no. \_\_\_\_\_ dated [insert date] and our Technical Proposal. Our financial Proposal i.e Schedule of rates (Runway to Runway) for various type of aircrafts has been submitted in the prescribed BoQ-I, BOQ-II and BOQ-III on CPP portal. These rates are **excluding GST**. Domestic Taxes, all Central/State Govt levies/Local tax etc, Landing Parking charges, watch extension charges, ground handling charges etc have not been included in the per hour flying charges. Payment made by us in respect of such charges shall be reimbursed by the buyer on submission of supporting bills / vouchers, on actual basis. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 6 of Section I.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

**Bill of Quantity (BoQ-I)**

NHIDCL

(Schedule of Charges)

Validate

Print

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**Item Rate BoQ**

Tender Inviting Authority: NHIDCL

Name of Work: Empanelment of Aviation Agency for hiring of fixed and rotary wing Aircraft.

Contract No: NHIDCL/Admin/Aviation Contract/2022/E-210015

Name of the  
Bidder/ Bidding  
Firm / Company :**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender.  
Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.		Quantity	Units	Hourly Charter Rates in (Rs.) Runway to Runway be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P (Excluding GST)	TOTAL AMOUNT In Words (Excluding GST)
	Details of Aircrafts / Helicopters			(Excluding GST)		
1	2	4	5	13	53	55
1.01	Falcon 2000/Challenger CL 350/604/605	10	Hourly		0.00	INR Zero Only
1.02	Embracer/Legacy 650/600/500	19	Hourly		0.00	INR Zero Only
1.03	Lineage 1000/Falcon 7X/8X	6	Hourly		0.00	INR Zero Only

1.04	MI-72	6.45	Hourly		0.00	INR Zero Only
1.05	Agusta AW139/169	28	Hourly		0.00	INR Zero Only
1.06	Bell 407	12	Hourly		0.00	INR Zero Only
1.07	Agusta 109 Grande / Power	9	Hourly		0.00	INR Zero Only
1.08	MI 17	7	Hourly		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				

**Important : The L-1 rate shall be decided only on the basis of Flying hour rate given under BoQ-I.**

**Note:**

A) The flying charges should be inclusive of all charges except those mentioned in (B) below:

B) In addition to Hourly Charter Charges, the following will be paid on submission of supporting documents:

- i. Landing Parking charges
- ii. Watch Extension charges
- iii. Ground Handling Charges
- iv. Central/State/Local tax

**Note:**

- One seat will be utilized by Engineer if a VIP is travelling.
- The seating capacity available will also depend upon sector, weight restriction, runway length, prevailing temperature and a lot of other factors.

**Bill of Quantity (BoQ-II)**

NHIDCL

(Schedule of Charges)

Validate

Print

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**Item Rate BoQ**

Tender Inviting Authority: NHIDCL

Name of Work: Empanelment of Aviation Agency for hiring of fixed and rotary wing Aircraft.

Contract No: NHIDCL/Admin/Aviation Contract/2022/E-210015

Name of the Bidder/  
Bidding Firm / Company :

<b><u>PRICE SCHEDULE</u></b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER R #	NUMBER R #	TEXT #
Sl. No.	Details of Aircrafts / Helicopters	Quantity	Units	Hourly Charter Rates in (Rs.) Runway to Runway be entered by the Bidder in Rs. P (Excluding GST)	TOTAL AMOUNT Without Taxes in Rs. P (Excluding GST)	TOTAL AMOUNT In Words (Excluding GST)
1	2	4	5	13	53	55
1.01	Gulfstream 550	1	Hourly		0.00	INR Zero Only
1.02	Gulfstream 200/150	1	Hourly		0.00	INR Zero Only
1.03	Cessna Citation XL/XLS	1	Hourly		0.00	INR Zero Only

1.04	ERJ 135	1	Hourly		0.00	INR Zero Only
1.05	Hawker 750/800/850/900	1	Hourly		0.00	INR Zero Only
1.06	Learjet 45/60	1	Hourly		0.00	INR Zero Only
1.07	King Air B250/200GT	1	Hourly		0.00	INR Zero Only
1.08	Bell 429	1	Hourly		0.00	INR Zero Only
1.09	MD900	1	Hourly		0.00	INR Zero Only
1.10	Sikorsky S76C+	1	Hourly		0.00	INR Zero Only
1.11	Bell 412	1	Hourly		0.00	INR Zero Only
1.12	Dauphin SA 365N	1	Hourly		0.00	INR Zero Only
1.13	EC-135	1	Hourly		0.00	INR Zero Only
1.14	H-145	1	Hourly		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>			

**Important : The L-1 rate shall be decided only on the basis of Flying hour rate given under BoQ-I. The rate in BoQ-II and BoQ-III shall not be taken into account for deciding L-1 rates. The agency standing L-1 and awarded rate contract for BOQ-I machines shall have to accept the lowest rate of BOQ-II & BOQ-III.**

**Note:**

A) The flying charges should be inclusive of all charges except those mentioned in (B) below:

B) In addition to Hourly Charter Charges, the following will be paid on submission of supporting documents:

- i. Landing Parking charges
- ii. Watch Extension charges
- iii. Ground Handling Charges
- iv. Central/State/Local tax

**Note:**

- One seat will be utilized by Engineer if a VIP is travelling.
- The seating capacity available will also depend upon sector, weight restriction, runway length, prevailing temperature and a lot of other factors.

**FORM FP-3**

# NHIDCL

## BOQ-III

(Schedule of Charges)

Cost of entire Operating Crew for Boarding/Lodging/Transport

Validate

Print

Help

Download BoQ

Tender Inviting Authority: NHIDCL

Name of Work: Empanelment of Aviation Agency for hiring of fixed and rotary wing Aircraft.

Contract No: NHIDCL/Admin/Aviation Contract/2022/E-210015

Name of the Bidder/  
Bidding Firm / Company :

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.  
Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Cost of entire Operating Crew for Boarding/Lodging/Transport for each trip (Rs.) Rs. P (Excluding GST)	TOTAL AMOUNT Without Taxes in Rs. P (Excluding GST)	TOTAL AMOUNT In Words (Excluding GST)
1	2	4	5	13	53	55
1.01	Tier-1 Cities	1	Trip		0.00	INR Zero Only
1.02	Tier-2 Cities	1	Trip		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only



Quoted Rate in Words		INR Zero Only
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**Important : The L-1 rate shall be decided only on the basis of Flying hour rate given under BoQ-I. The rate in BoQ-II and BoQ-III shall not be taken into account for deciding L-1 rates.**

**Note:**

**Tier 1 - Delhi, Kolkata, Hyderabad, Chennai, Mumbai and Bangalore**  
**Tier-2 - Rest of the Cities**

## **Section-IV**

### **Check list of Documents**

The bids shall be accompanied with the followings:

- |  |                   |
|--|-------------------|
| 1). DD/ Pay order towards EMD (Rs 5,00,000/-)  | <div>Yes/No</div> |
| 2). Applicable Firm registration certificate/copy of PAN / copy of GST Registration            | <div>Yes/No</div> |
| 3). Copy of Work Orders/ LOA/Engagement letters and Performance Certificate                    | <div>Yes/No</div> |
| 4). Undertaking for certificates as per TP-3 (Annexure – I to III).<br>To be submitted in TP-6 | <div>Yes/No</div> |
| 5) Undertaking as per TP-4   | <div>Yes/No</div> |
| 6). Authority Letter/ Power of Attorney , if any   | <div>Yes/No</div> |
| 7). Duly <b><u>Audited copy of Annual Accounts of Last three years</u></b>                     | <div>Yes/No</div> |
| 8). Affidavit regarding “No accident incident” in TP-5   | <div>Yes/No</div> |
| 9). Duly filled Technical Bid format (TP-2), along with prescribed document                    | <div>Yes/No</div> |