



# **Request for Proposal (RFP)**

**for**

**SELECTION OF AIRLINE OPERATOR FOR PROVIDING  
CONNECTIVITY BETWEEN SABARMATI RIVERFRONT &  
STATUE OF UNITY THROUGH SEAPLANE SERVICES**

**MAY 2023**

**Tender id: 591874**

**Gujarat State Aviation Infrastructure Company Limited**

**GUJSAIL Complex, Near Torrent Sub Station,**

**SVPI Airport, Ahmedabad - 380 004**

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## 1. Disclaimer

1. This RFP (*defined hereinafter*) is issued by **Gujarat State Aviation Infrastructure Company Limited** (the “**Authority**”) in order to set out the process for selection of the v (*defined hereinafter*) with respect to the **selection of an airline operator for providing air connectivity through Seaplane Services OR Amphibian Services between Sabarmati Riverfront, Ahmedabad and Statue of Unity, Ekta Nagar** and for general information purpose only, without regard to any specific objectives, suitability, financial situations and requirements of any particular person.
2. The information contained in this RFP or subsequently provided to a Bidder (*defined hereinafter*), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to a Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing and submitting their Proposals pursuant to this RFP.
4. This RFP does not constitute any recommendation of an offer to buy, purchase or subscribe to any securities or assets mentioned herein. Neither this RFP nor anything contained herein shall form the basis of or be relied upon in connection with any contract, agreement, undertaking, understanding or commitment whatsoever. Furthermore, this RFP confers neither the right nor expectation on any interested party to be selected to participate and/or be selected successfully in the Bidding Process (*defined hereinafter*).
5. This RFP does not solicit any action based on the material and information contained in this RFP. Nothing in these materials is intended by the Authority to be construed as legal, technical, accounting or tax advice.
6. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services (*defined hereinafter*). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially details regarding the project sites, may not be complete, accurate, adequate or correct. Further, this RFP may not be all inclusive and may not contain all of the information that the recipient may consider material for preparing and submitting its Bid. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

7. Past performance is not a guide for future performance. Forward-looking statements (if any) contained in this RFP are not predictions and may be subject to change without notice. Actual results may differ materially from the forward-looking statements due to various factors. This RFP and opinions, if any, contained herein are based upon information available to the Authority. No statement, fact, information (whether current or historical) or opinion contained herein should be construed as a representation or warranty, express or implied by the Authority (including its authorised representatives or its professional advisors or any other persons/entities shall be held liable for the authenticity, correctness or completeness of any such statements, facts or opinions).
8. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
9. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
10. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. In addition to other disclaimer(s) of/ by the Authority in this RFP, the Authority hereby further disclaims any and all liability for any statements made or omitted to be made in this RFP or, any action taken or omitted to be taken pursuant to this RFP.
11. The Authority may in its absolute discretion, without assigning any reason and at any time during the Bidding Process, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The participation in the Bidding Process shall be deemed to be an acknowledgement by the Bidder that any such amendment shall be binding on such Bidder.
12. The issue of this RFP does not imply that the Authority is bound to select a Preferred Bidder and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure selection of the Bidder as a Preferred Bidder.
13. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not

be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

14. Nothing contained in this RFP shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidders from their compliance with any law in force, and/ or any instrument having the force of law, as may be applicable to them. A Bidder shall inform itself concerning, and shall observe and comply with, any applicable legal requirements.
15. By procuring a copy of this RFP, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this RFP and all other terms and conditions of this RFP.

## 2. Bid Summary and Data Sheet

Sr. No.	Key Information	Details
<b>Assignment Details</b>		
1	Assignment Title	Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane OR Amphibian Plane Services.
2	Assignment Background	The Preferred Bidder shall be required to provide Morning and Evening Flight Operations between Sabarmati Riverfront, Ahmedabad and Statue of Unity, Ekta Nagar. The Preferred Bidder shall be required to operate at least 4 flights (2 round trips) in a day for 6 days in a week.  The Preferred Bidder shall be required to operate 100 trips in a month, in the aforesaid sector.
3	Authority	<b>Gujarat State Aviation Infrastructure Company Limited</b> on behalf of <b>Varuna Vayu Seva Limited</b> .
4	Sector / Route	The details regarding the sector are set out at <b>Annexure 3</b> .
5	Agreement Period	<b>3 (three) years initially</b> with an extension of 3 (three) years provided the Authority is satisfied with the performance of the Operator and on mutually agreeable terms and conditions.
6	Joint Ventures	<b>Allowed</b>  Consortium of up to maximum two members (including the Lead Member) shall be permitted.
<b>Bid Submissions &amp; Evaluation</b>		
7	Bid Submissions	Bids should be submitted in an envelope clearly mentioning " <b>Private and Confidential – Bid for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront &amp; Statue of Unity through Seaplane Services – [Name of Bidder]</b> ".  The envelope should further contain the following 3 (three) sealed envelopes: <ul style="list-style-type: none"> <li>• <b>Envelope 1:</b> Bid Processing Fee and EMD</li> <li>• <b>Envelope 2:</b> Technical Bid</li> <li>• <b>Envelope 3:</b> Details as per Form 8</li> </ul>

Sr. No.	Key Information	Details
		The Financial Bid shall only be submitted online on <a href="http://www.nprocure.com">www.nprocure.com</a>
8	Bid Evaluation	<p>Evaluation of the Bids shall comprise of the following stages:</p> <ul style="list-style-type: none"> <li>• <b>Stage 1:</b> Test of Responsiveness</li> <li>• <b>Stage 2:</b> Evaluation of the Technical Bids</li> <li>• <b>Stage 3:</b> Evaluation of the Financial Bids (only for the Technically Qualified Bidders)</li> </ul>
<b>Bid Conditions</b>		
9	Method of Selection	<p>The evaluation of Bids shall be on the principle of Least Cost-Based Selection (<b>LCBS</b>) for Technically Qualified Bidder.</p> <p>A Bidder would be required to quote the <b>Viability Gap Funding (VGF) as per the format of the Financial Bid.</b></p> <p><b>The selection of the Bidder shall be on the basis of Least VGF sought on a per seat per trip basis,</b> for undertaking Seaplane Operations in the identified sector.</p>
10	Bid Processing Fee & EMD	<p><b>Bid Processing Fee: Rs. 20,000/- including GST (Rupees Twenty Thousand only)</b> in the form of a Demand Draft .</p> <p><b>EMD: Rs. 10,00,000/- (Rupees Ten Lakhs only)</b> in the form of</p> <ul style="list-style-type: none"> <li>• an unconditional and irrevocable Bank Guarantee (refer to <b>Annexure 2</b> for List of Banks from which such bank guarantee has to be issued) substantially in the format as specified in <b>Form 7</b></li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• a <b>Demand Draft.</b></li> </ul> <p><b>Note: Bidders must ensure that the purchaser of the DD towards Bid Processing Fee and Earnest Money Deposit should be the Bidder / Member of the Consortium only. DDs purchased under the hand / in the name of any purchaser other than the Bidder / Member of the Consortium may render the bid non-responsive.</b></p>

Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services

<b>Sr. No.</b>	<b>Key Information</b>	<b>Details</b>
11	Validity for EMD	180 (one hundred eighty) days from the Bid Due Date. In the event the validity of the Bid is increased then the validity of the EMD will also be proportionately increased.
12	Performance Security	<p>Preferred Bidder shall submit Performance Security in the form of an unconditional and irrevocable Bank Guarantee for an amount equal to 3 months' VGF as quoted by the Bidder and as accepted by the Authority with a validity of 42 months from signing of the Operations Agreement.</p> <p>The BG shall be issued in favour of the Authority, in the format, to be subsequently provided by the Authority. The Performance Security shall be submitted on / or before the date of signing of the Agreement.</p>

### 3. Interpretation

In this RFP, unless the context otherwise requires:

- (a) The singular includes the plural and vice versa, and any word or expression used in the singular has the corresponding meaning used in the plural and vice versa;
- (b) Reference to any gender includes the other genders;
- (c) Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub paragraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub paragraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- (d) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (e) The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed, or mentioned in this RFP;
- (f) Any reference to a person shall include such person’s successors and permitted assignees or transferees;
- (g) A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- (h) Any date or period set forth in this RFP shall be such date or period as may be extended by the Authority, in its absolute discretion;
- (i) A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified;
- (j) The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP.;
- (k) The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- (l) the words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (m) In the case of any conflict, discrepancy or repugnancy between the provisions of the RFP and the provisions of the Agreement or any other documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents;
- (n) In the event of any disagreement or dispute between the Authority and a Bidder regarding the materiality or reasonability of any matter including any event,

occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Authority as to the materiality or reasonability of any of the foregoing shall be final and binding on the Bidder;

- (o) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (p) words and abbreviations, which have well known technical or trade/commercial meanings are used in this RFP in accordance with such meanings; and
- (q) references to any law shall include references to such law as it may, after the date of this RFP, from time to time be amended, supplemented or re-enacted.

## 4. Brief Introduction

- (a) Over the last few years, Gujarat has recorded a healthy growth in domestic and international passenger traffic. The growth of passenger traffic has been attributed to numerous factors including the liberalization of the Indian aviation sector, the resulting growth in low-cost airlines, the economic development of Gujarat, and an increase in tourist inflow to key destinations in the State. Gujarat currently has 19 Airports and 208 Helipads.
- (b) In continuation of the same, for the development of aviation and related infrastructure in the state of Gujarat, the Authority, Gujarat State Aviation Infrastructure Company Limited (GUJSAIL), has been set up as a nodal agency by the GoG, with a view of building infrastructure and providing trained human resources for the fast-growing civil aviation sector in Gujarat.
- (c) A need for air services has been felt since long in the state of Gujarat for business and leisure tourists so that business travellers, visitors, tourists can easily commute to the various places in the different parts of the state. It is now required to provide air connectivity between important tourist routes/sectors. Taking into account the vast size of the state, this type of air service will not only encourage business and economy of Gujarat, but transportation will also become much easier to distant places within the state. With a view to improve air connectivity, the Authority now wishes to provide seaplane connectivity between Sabarmati Riverfront & the Statue of Unity, **through 09-19 Seater Sea Plane or Amphibian Plane**, with Morning & Evening timings (04 flights in a day). These locations are presently well connected by road as well as a railhead. An early operation of such services will facilitate both tourists and business travellers.
- (d) While GUJSAIL is undertaking the Bid Process Management for this service, the said services are expected to be overseen and monitored by **Varuna Vayu Seva Limited**, a joint venture between GUJSAIL Gujarat State Aviation Infrastructure Company Ltd and Sagarmala Development Company Ltd (SDCL).
- (e) The Preferred Bidder will be selected to provide **Seaplane Connectivity** for an initial period of 3 (three) years at the identified sector. If the Authority is satisfied with the performance of the Operator, the Agreement period can be extended for another 3 (three) years, on mutually agreeable terms and conditions.
- (f) The bidding process ("**Bidding Process**") shall be carried out by following a single-stage, 2 (two) packet system i.e. by submission of a technical bid ("**Technical Bid**") and financial bid ("**Financial Bid**") separately (collectively referred to as "**Bid**") by the Bidders. The eligibility of a Bidder to submit a Bid shall depend upon the Bid being responsive in terms of this RFP and upon it meeting in entirety, the minimum qualification criteria as laid down in this RFP. The evaluation of a Bid shall be on the basis of **LCBS**, and in a bid format as described in this RFP, in accordance with policies of the GoG and the terms and conditions as contained in this RFP ("**Evaluation Method**"). The Bidder is required to quote the amount of VGF as per the format of the Financial Bid to provide the services between the identified destinations.

- (g) Details on the timelines relating to the Bidding Process has been provided in **Section 5.4.**
- (h) RFP and other related documents can be downloaded from the websites of - **<https://nprocure.com>, [www.sdclindia.com](http://www.sdclindia.com) and [www.gujail.gujarat.gov.in](http://www.gujail.gujarat.gov.in)** on or prior to the Bid Due Date. The Bidders are required to submit the Bid Processing Fee in form of a Demand Draft and the EMD in the form of an unconditional and irrevocable Bank Guarantee (as per format placed at **Form 7**) or Demand Draft. Bidders are requested to refer to **Annexure 2** for list of banks from which such bank guarantee has to be issued, along with the Bid. The validity period of the EMD, in case of Demand Draft, shall not be less than 60 (Sixty) days from the Bid Due Date (which shall be extended on mutual agreement) and in case of a Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
- (i) The Financial Bid is to be submitted online on the website only, as mentioned in this RFP. **The Financial Bid shall not be submitted along with the Technical Bid (either in Hard Copy or in the pen drive).** If the Financial Bid is submitted along with Technical Bid, it will lead to disqualification of the Bidder.

## 5. Information to Bidders

### 5.1 Definitions

The following terms wherever used in this RFP (including in the recitals and schedules and annexure) shall have the following meanings:

- (a) **"Agreement"** or **"Air Services Operation Agreement"** means the agreement to be executed between the **Authority or the Varuna Vayu Seva Limited** and the Preferred Bidder in relation to the Services to be undertaken by the Preferred Bidder and includes recitals, schedules, and attachments thereto, that may be amended, supplemented or modified in accordance with the provisions thereof.
- (b) **"Agreement Period"** is the period commencing from the date of execution of the Agreement till the expiry of a period of **3 (three) years** from the date of execution. The Agreement Period may be extended for another 3 (three) years, provided the Authority is satisfied with the performance of the Operator and on mutually agreeable terms and conditions.
- (c) **"Applicable Laws"** means all laws, brought into force and effect by GoI and/or GoG, including any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, circulars, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders, and interpretations of any governmental authority, court or statutory or other body applicable for such transactions or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any governmental agency whether in effect as of the date of this RFP or thereafter and in each case as amended or modified, from time to time.
- (d) **"Applicable Permits"** means any consent, license, approval, registration, resolutions, corporate actions, sanctions, exemption, waiver, permit or no-objection certificates, or other authorization of any nature which is required to be obtained or maintained by the Bidder under Applicable Laws during the subsistence of this RFP.
- (e) **"Bid"** has the meaning as ascribed to the term in Section 4(f) of the RFP.
- (f) **"Bidder"** shall mean an individual legal entity (private / public limited company or partnership firm or proprietorship firm) or a consortium of legal entities coming together, who has / have responded to the Tender and submitted its Bid in response to the Tender.
- (g) **"Bidding Process"** has the meaning as ascribed to the term in Section 4(f) of the RFP.

- (h) **“Bid Processing Fee”** shall mean a non-refundable fee of **Rs. 20,000 (Twenty Thousand only)** in the form of a demand draft drawn in favour of the Authority, to be accompanied with the Technical Bid.
- (i) **“Bid Due Date”** means the last date for submission of a Bid, as may be modified by the Authority in accordance with the terms of this RFP.
- (j) **“Business Day”** means such a day on which the offices of the GoG are open for work and business.
- (k) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process and/or performance of the Services.
- (l) **“Competent Authority”** means GoI or GoG or governmental department, commission, board, body, bureau, agency, authority, instrumentality, or administrative body, central, state, or local, having jurisdiction over the Authority and the works or any part thereof or the performance of all or any of the Services, obligations or covenants of Authority under or pursuant to this RFP or any portion thereof.
- (m) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Services.
- (n) **“EMD”** shall mean an amount of **Rs, 10,00,000 (Rupees Ten Lakhs only)** towards bid Security in the form of a Demand Draft or Bank Guarantee drawn in favour of the Authority.
- (o) **“Evaluation Committee”** has the meaning as ascribed to the term in **Section 5.8.1(c)** of the RFP.
- (p) **“Financial Bid”** has the meaning as ascribed to the term in **Section 4(f)** of the RFP.

- (q) **“Fraudulent Practice”** means any act or omission, including misrepresentation of facts or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a person in order to influence the Bidding Process.
- (r) **“Good Industry Practice”** means the exercise of that degree of skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled, efficient, and experienced services provider and a person engaged in the provision of services in similar Services.
- (s) **“GoG”** means the Government of the State of Gujarat, its respective departments, or any other authorities, agencies, and instrumentalities functioning under the direction or control of the Government of Gujarat and its administrators, successors, and assigns.
- (t) **“GoI”** means the Government of India, its respective departments or any other authorities, agencies, and instrumentalities functioning under the direction or control of the Government of India.
- (u) **“Letter of Award”** or **“LOA”** shall mean the Letter of Award to be issued to the Preferred Bidder by the Authority, in accordance with the terms of this RFP.
- (v) **“Operator”** shall mean the Preferred Bidder with whom the Air Services Operation Agreement has been executed by the Authority.
- (w) **“Party”** individually means the Bidder or the Authority as the context may admit or require.
- (x) **“Person”** means any individual, corporation, partnership, joint venture, trust, society, unincorporated organization, government or governmental authority or agency or any other legal entity.
- (y) **“Preferred Bidder”** means the Bidder who has been selected by the Authority and who is in receipt of the Letter of Award issued by the Authority, in accordance with the Evaluation Method, the terms of this RFP and/or such other additional terms as may be prescribed by the Authority and/or pursuant to Applicable Laws.
- (z) **“Pre-qualification Criteria”** has the meaning as ascribed to the term in **Section 5.8.1(b)** of the RFP.
- (aa) **“Restrictive Practice”** means forming of a cartel or arriving at any understanding or arrangement among Bidders or any other person, with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- (bb) **“RFP”** means this document, prepared and issued by the Authority and includes all the annexure, appendices, schedules hereto and all supplements, corrigendum modifications, amendments, alterations, or clarifications hereto issued in accordance with the terms hereof.

- (cc) "**Services**" means the scope of work to be performed by the Preferred Bidder, in accordance with the terms of the RFP and the Agreement.
- (dd) "**Staff**" means all persons employed or engaged (including volunteers, agency, casual or contract personnel) by the Bidder for undertaking the provision of the Services or any activity related to or connected with the provision of the Services.
- (ee) "**Tax**" means all forms of taxes whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, whether by GoI, Authority or Competent Authorities, and in respect of any Person and all penalties, charges, costs, and interest relating to it.
- (ff) "**Technical Bid**" has the meaning as ascribed to the term in **Section 4(f)** of the RFP.
- (gg) "**Technically Qualified**" has the meaning as ascribed to the term in **Section 5.8.1(c)** of the RFP.
- (hh) "**Terms of Reference**" or "**ToR**" means the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Authority, and the Preferred Bidder, as set out in detail in **Section 6** of the RFP.
- (ii) "**Undesirable Practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest in the selection of Preferred Bidder by the Authority or performance of the Services by the Preferred Bidder.

## 5.2 General Conditions

5.2.1 By procuring this RFP, the Bidder is deemed to have made the following acknowledgments and representations:

- (a) The Bidder acknowledges that Authority does not have any obligation to give such representation or warranty in relation to the Bidding Process and the Services and the Authority assumes no liability whatsoever in this respect.
- (b) The Bidder represents to the Authority that they have the necessary financial resources available for supporting the Bid and for undertaking and performing the Services.

- (c) The Bidder shall indemnify the Authority in the event of any claims or actions which may arise against the Authority, in relation to the Bidding Process, this RFP or the Bid.
- (d) The Bidder acknowledges that upon being selected as the Preferred Bidder it shall undertake and perform the services in accordance with the terms and conditions set out under this RFP, the Letter of Award, the Agreement and such other agreements as may be required by the Authority to be entered into upon by the Preferred Bidder in connection with the Services.
- (e) The Bidder acknowledges that it shall fulfil all the terms of this RFP, Bidding Process, and the Bid (as submitted by it and as accepted by the Authority), if it is declared as a Preferred Bidder.
- (f) The Bidders represents that it is in compliance with the requirements under all the Applicable Laws.
- (g) The Bidder represents to the Authority that it has / they have obtained all requisite corporate permissions and regulatory approvals required for submission of the Bid and shall be required to submit the requisite supporting documents along with the Bid in this regard.
- (h) The Bidder acknowledges that performance of the Services may be subject to statutory, regulatory, and contractual approvals and the Bidder shall, as and when required, submit the necessary applications and obtain approvals and comply with any other requirement under the Applicable Laws. The Authority shall not in any way be responsible for any delay or rejection of such approvals or termination of any of the documents / contracts.
- (i) The Bidder acknowledges that this offer to participate in the Bidding Process should be treated as strictly confidential, in accordance with the terms of this RFP.
- (j) Each Bidder (Sole Bidder or as a member of the consortium) shall provide only a single Bid for the project.
- (k) The Bidder should satisfy themselves that this RFP received by it is complete in all respects. In the event that this RFP or any part thereof is erroneous or missing, the Bidder shall notify the Authority immediately at the email address: [ceo@gujsail.org](mailto:ceo@gujsail.org) and [director-cad@gujarat.gov.in](mailto:director-cad@gujarat.gov.in).
- (l) The Bidder acknowledges and agrees that it has relied entirely on its own enquiries and diligence in preparing its Bid.
- (m) In an event the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Authority reserves the right to reject such Bid and / or cancel the Letter of Award (if issued) and / or terminate the Agreement, and forfeit the EMD and / or Performance Security, as the case may be. The Bidder

shall be solely responsible for such disqualification based on its declaration under the Bid.

- (n) By using this RFP (including submitting a Bid) or otherwise participating in this Bidding Process, the Bidder is deemed to accept all the terms and conditions of this RFP. The Authority may reject a Bid if the Bidder does not accept all the conditions in this RFP.
- (o) A Bid submitted by a Bidder shall be final and binding on the Bidder but shall not be binding on the Authority.
- (p) The Bid submitted by the Bidder shall be evaluated by the Authority based on the terms and conditions as set out under this RFP and the Authority shall, in its sole discretion, select the Preferred Bidder.
- (q) For the avoidance of doubt, the terms and conditions set out under this RFP shall be applicable to the Letter of Award to be issued by the Authority to the Preferred Bidder.
- (r) Strict adherence to the formats annexed as appendices in this RFP is required. Non-adherence to formats and / or submission of incomplete information may be grounds for declaring the Bid as 'non-responsive, in the absolute discretion of the Authority. Each format has to be duly signed and sealed by the Bidder.
- (s) The Authority may, at any time prior to the Bid Due Date, for any reason whatsoever, without assigning any reason, amend, modify or supplement this RFP by way of an amendment / corrigendum. Such amendment / modification / supplementation shall be uploaded on the website and shall be binding on the Bidders.
- (t) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject the Bid(s) or to annul the Bidding Process and reject the Bid(s), at any time, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons for such actions.
- (u) If for any reason, the Bid submitted by the Bidder is rejected or cancelled for any reason whatsoever, the Authority may:
  - (i) consider the offer from the other Bidder, whose Bid is responsive and valid, including any deviations / amendments to the Bid, as may be acceptable to the Authority; or
  - (ii) annul the Bidding Process; or
  - (iii) take any such measure as may be deemed fit at the sole discretion of the Authority.
  - (iv) The Authority shall have no obligation to undertake or continue the Bidding Process with the Preferred Bidder and further shall have the

discretionary right to engage in negotiations / discussions with other Bidder(s).

- (v) All clarifications and interpretations circulated by the Authority shall be deemed to be part of this RFP. Verbal clarifications and information provided by the Authority, or their employees or representatives shall not in any way or manner be binding on the Authority. However, the Bidder shall have undertaken an independent due diligence and appraisal for participation in the Bidding Process and shall not rely on the information provided by the Authority.
- (w) A Bid shall be reviewed by the Authority for compliance with the submission requirements set forth in this RFP.
- (x) The Bid should be unambiguous and should have clearly defined segments to facilitate the evaluation of the same by the Authority. The Bidder acknowledges that in order to allow the Authority to evaluate the Bid within the limited time available, the Bid needs to be all-encompassing, elaborate, and consistent.
- (y) The Bid submitted by a Bidder shall be scrutinized to establish responsiveness to the requirements laid down in this RFP. In addition to the events set out in the RFP, the following events or occurrences may cause the Bid to be considered as non-responsive, at the sole discretion of the Authority:
  - (i) any material inconsistency in the information / documents submitted by the Bidder;
  - (ii) the validity of the Bid is less than the Bid Validity Period;
  - (iii) the Bid being conditional in nature;
  - (iv) the Bid is not received within the Bid Due Date or such other deadline as may be permitted by the Authority, in its sole discretion;
  - (v) the Bidder has directly or indirectly participated in the Bidding Process as a standalone Bidder as well as a part of a consortium;
  - (vi) the existence of a conflict of interest as per provisions of this RFP;
  - (vii) the Bidder delaying submission of additional information or clarifications sought by the Authority;
  - (viii) in the event any of the Bidder is currently undergoing any winding up / insolvency proceedings;
  - (ix) the Bidder makes any misrepresentation, or any misleading or inaccurate statement, or has omitted any material information in relation to the Bid the Bidding Process;

- (x) the Authority has determined that the Bidder has, directly or indirectly or through any other person engaged in Corrupt Practices, Fraudulent Practices, collusive or Coercive Practices; in such cases, the Authority may also decide to blacklist (for any period as may be determined by the Authority) the Bidder from participation in bidding for any other project of the Authority or the GoG or GoI.
  - (z) The Bid submitted by the Bidder shall become the property of the Authority and the Authority shall have no obligation to return the same to the Bidder. However, the EMD or Performance Security submitted by a Bidder or Preferred Bidder , as the case may be, shall be returned in accordance with and subject to the terms contained in this RFP.
  - (aa) The decision of the Authority in relation to the contents and terms and conditions of this RFP and the Bidding Process shall be final and binding on the Bidders and the Bidders shall accept such decision of the Authority without any demur or protest.
  - (ab) A constituent of a Bidder (sole bidder or member of a consortium) should not be a constituent of another Bidder, or affiliate or group company of another Bidder (or any constituent thereof should not, receive or have received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its affiliate or group company (or any constituent thereof), or have provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its affiliate or group company (or any constituent thereof); or the Bidder should not have the same legal representative for purposes of the Bid as any other Bidder; or the Bidder, its affiliate or group company (or any other constituent thereof) should not have a relationship with another Bidder, its affiliate or group company thereof, directly or through common third-party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other. This restriction shall not be applicable to Bidders, their affiliates, or group companies that are central or state government public sector undertakings.
- 5.2.2 The Authority shall have the right to inspect the accounts and records of the Preferred Bidder, relating to the performance of the Services and to have them audited by authorized representatives of the Authority.
- 5.2.3 A Bid once submitted must be valid for a minimum period of **180 (one hundred eighty)** days from the Bid Due Date (“**Bid Validity Period**”). If the Bid Due Date is required to be extended by the Authority, the Bid Validity Period shall also be deemed to be extended by the Bidder. During this period, the Bidders shall ensure the availability of requisite seaplane and other supporting requirements as per terms of this RFP.
- 5.2.4 The Authority reserves the right to conduct due diligence verifications on the Bidder at any stage of the Bidding Process. If the Authority requires any information, document, or other support from the Bidder, for the purposes of conducting any diligence, the Bidder shall provide the same at its own cost.

- 5.2.5 The Authority shall have the right to blacklist Bidders from participating in any future tenders issued by the Authority (including forfeiting of the EMD) upon the occurrence of the following events:
- (a) If a Bidder withdraw its Bid after its Technical Bid has been accepted by the Authority; or
  - (b) In a Preferred Bidder fails to execute the Agreement within 30 (thirty) days from the date of issuance of the Letter of Award by the Authority; or
  - (c) If a Bidder conceals any material information or make incorrect and misleading statements or misrepresent facts in its Bid, or
  - (d) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice; or
  - (e) If a Bidder tries to influence the Authority or any of its officials in relation to the evaluation of the Bids.

### **5.3 Clarifications and Amendment of RFP Documents**

- 5.3.1 Bidders may request clarification on any of the points contained in RFP up to the number of days indicated in Section 5.5. Any request for clarification must be sent in writing by paper and e-mail to the Authority's address as indicated. The Authority will upload response to all such requests received by it on the website <https://nprocure.com>, [www.sdclindia.com](http://www.sdclindia.com) and [www.gujsail.gujarat.gov.in](http://www.gujsail.gujarat.gov.in).
- 5.3.2 Bidders may also request clarifications and / or appropriate modifications to the draft of the Agreement, including suggestions on the proposed methodology (work plan), staffing and any suggestions, which may be (in the opinion of the Bidder) required to be made to improve the scope of work to be performed by the Preferred Bidder, at any time but prior to the pre-bid meeting, to be organized by the Authority, in accordance with the terms of the RFP.
- 5.3.3 Any clarification provided by the Authority may not be relied upon by the Bidder unless such clarification is provided in writing by the Authority.
- 5.3.4 The Authority reserve the right to not respond to any query or clarification or amendment / modification to the Agreement, sought by a Bidder or provide any clarification to the Bidder, at its sole discretion; no extension of time shall be granted to a Bidder with respect to the Bid Due Date on the basis of not having received a response to clarifications sought from the Authority or its authorized representatives. Nothing in this paragraph shall be considered or read as compelling or requiring the Authority to respond to any query or to provide any clarification to the queries raised by a Bidder.
- 5.3.5 The Authority may, at its absolute discretion issue interpretations and clarifications and corrigendum to address the query or clarification or amendment / modification to the Agreement, as sought by a Bidder. All clarifications and interpretations circulated by the Authority shall be deemed to be part of this RFP if provided in writing. Verbal

clarifications and information provided by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority or be deemed to amend / supplement this RFP.

5.3.6 At any time before the submission of the Bids, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP by amendment. Any such amendment shall be issued in writing through corrigenda. Corrigenda shall be uploaded on the website mentioned above and shall be binding on all Bidders.

5.3.7 During the evaluation of Bids, the Authority may, at its discretion, request a Bidder for further clarifications and / or information. The request for clarification and the response thereto shall only be in writing; the Bidder shall be required to reply to the clarification within a period as may be specified by the Authority.

## 5.4 Bidding Schedule

5.4.1 The Bidding Process shall be conducted as per the below-mentioned schedule:

S. No	Event	Key Date and Time
1	Date of Issue of RFP	11/05/2023
2	Last date of sending queries	23/05/2023 up to 17:00 Hrs
3	Pre-bid meeting	26/05/2023 at 1130 Hrs as per the details below
4	Last date of online submission of Financial and Technical Bid	26/06/2023 up to 18:10 Hrs.
5	Last date of physical submission of Technical Bid	27/06/2023 up to 18:10 Hrs.
6	Date and time of opening of Technical Bid	28/06/2023 at 1500 Hrs.
7	Opening of Financial Bid	To be intimated later
8	Execution of the Agreement	To be intimated later

5.4.2 The time period mentioned above in relation to the Bidding Process is indicative only, and the Authority reserves the right to modify them, in their absolute discretion, without prior consultation with any Bidder.

## 5.5 Pre-Bid Meeting

5.5.1 Pre-bid meeting shall be held at the office of the Authority (both physical and online) at the below-mentioned address, on the designated date and time:

Sagarmala Development Company Limited

1<sup>st</sup> Floor, 124, Thapar House, Gate No. 2, Janpath Lane, New Delhi, 110001

Phone number: 011-21400754

Link for attending the Pre-bid meeting online:

**Join from the meeting link**

<https://leewaysofttechpvtltd.my.webex.com/leewaysofttechpvtltd.my/j.php?MTID=m96e88bb9fc3a519c46d5ba4dacca17d5>

**Join by meeting number**

Meeting number (access code): 2641 921 7363

Meeting password: XKpmapdX844 (95762739 from phones and video systems)

**Tap to join from a mobile device (attendees only)**

[+65-6703-6949,,26419217363#95762739#](tel:+65-6703-6949,,26419217363#95762739#) Singapore Toll

Some mobile devices may ask attendees to enter a numeric password.

**Join by phone**

+65-6703-6949 Singapore Toll

[Global call-in numbers](#)

**Join from a video system or application**

Dial [26419217363@webex.com](tel:26419217363@webex.com)

You can also dial 210.4.202.4 and enter your meeting number.

5.5.2 A maximum of 2 (two) representatives of each Bidder shall be allowed to participate in such pre-bid meeting, on the production of authority letter from the Bidder.

5.5.3 Queries, if any, proposed to be raised at the pre-bid meeting by the Bidder should be submitted to in writing over email before the date of the pre-bid meeting to the below-mentioned officials of the Authority:

**Official:** Chief Executive Officer  
**Email:** [director-cad@gujarat.gov.in](mailto:director-cad@gujarat.gov.in) and [ceo@gujsail.org](mailto:ceo@gujsail.org)

5.5.4 The Authority at its absolute discretion shall prepare a response of the queries so raised and upload the same as corrigendum / addendum on the abovementioned website. The Bidders are advised to keep checking the same from time to time.

## **5.6 Preparation and Submission of Bid**

5.6.1 The Bids shall be submitted latest by the Bid Due Date. The Bidders are required to submit the Bid in 3 (three) parts, viz.:

- (a) Part 1: Bid Processing Fee & EMD;
- (b) Part 2: Technical Bid ;
- (c) Part 3: Financial Bid (online only)

5.6.2 Bids not in the prescribed forms/formats may be rejected.

5.6.3 Bids shall be accepted by the Authority only during office hours on Business Days, up to the Bid Due Date. It is further clarified that the Authority shall have the sole discretion to reject and return Bids which are received by the Authority after the Bid Due Date.

5.6.4 **Part 1: Bid Processing Fee and EMD**

- (a) **Bid Processing Fee:** A Bidder is required to submit a non-refundable Bid processing fee amounting to **Rs. 20,000/- including GST (Rupees Twenty Thousand only)** ("**Bid Processing Fee**") in the form of a demand draft drawn in favour of '**Gujarat State Aviation Infrastructure Company Limited**', payable at Ahmedabad, along with its Bid.
- (b) **EMD:** A Bidder is required to submit an Earnest Money Deposit amounting to **Rs. 10,00,000/- (Rupees Ten Lakhs only)** ("**EMD**"), issued in favour of '**Gujarat State Aviation Infrastructure Company Limited**', along with its Bid in the form of an unconditional and irrevocable Bank Guarantee or Demand Draft. The EMD shall be issued by a bank (refer to the list of banks set out in **Annexure 2**), in the format set out in **Form 7** and should have a minimum validity period of not less than **180 days** from the Bid Due Date in case of a BG and **60 (sixty)** days in case of a Demand Draft, or any other extended period, as may be requested by the Authority. The EMD of the unsuccessful Bidders shall be returned by the Authority preferably within 15 (fifteen) days of the signing of the Agreement with the Preferred Bidder. The EMD of the Preferred bidder shall be returned upon submission of the Performance Guarantee by the Preferred Bidder. It is hereby clarified that non-submission of the EMD by a Bidder, along with the submission of the Bid, shall lead to the rendering of that particular Bid as non-responsive, and accordingly, the Authority shall have the right to reject such Bid. The Authority shall be entitled to forfeit the EMD of the relevant Bidder, in the event, *inter alia*:
  - (i) the Bidder fails to extend the validity of the EMD as may be required by the Authority; or
  - (ii) a Bidder withdraws from the Bidding Process (having submitted the Bid) at any time after the Bid Due Date; or
  - (iii) the Bidder is found to have made a false or misleading representation or statement in the Bid or under any document prepared, submitted and/or executed by the Bidder in relation to the same; or
  - (iv) the Bidder is found to be ineligible to submit the Bid under the terms of this RFP or as per Applicable Laws; or

- (v) the Bidder (being a Preferred Bidder) fails to perform its obligations within timelines as prescribed in this RFP or timelines as may have been agreed between the Authority and such Bidder; or
- (vi) any other non-compliance with the terms and provisions of the Bidding Process or the Bid submitted by the Bidder.

**5.6.5 Part 2: Technical Bid – (To be submitted in physical copy)**

- (a) The Technical Bid must provide the requisite information, as specified in the below-mentioned formats (being annexed in this RFP):

**Form 1:** Technical Bid Submission Cover Letter

**Form 2:** Format for General Information

**Form 3:** Format for Power of Attorney for Authorised Representative

**Form 4:** Format for Net-worth details of the Bidder

**Form 5:** Format for Letter of Undertaking

**Form 6:** Format for Consortium Agreement (if applicable)

**Form 7:** Format for Bank Guarantee for Bid Security (if applicable)

- (b) The Technical Bid shall be submitted in a bound format, with cover letter and index page. A scanned copy of the Technical Bid (including all documentary evidence, presentation etc.) shall be submitted in a pen drive along with the physical copy of the Technical Bid
- (c) The Technical Bid must not include any financial information with respect to the Bid.

**5.6.6 Part 3: Technical Bid – (To be submitted in physical copy)**

**Form 8: (in a separate envelope)**

**5.6.7 Part 4: Financial Bid (to be strictly submitted online only)**

- (a) The Financial Bid shall be submitted by the Bidders substantially in the format as specified at **Annexure 1** (Financial Bid Submission Form) online.
- (b) The Financial Bid should be submitted as per the format. The financial bid is inclusive of all the taxes (excluding GST), duties, fees, levies and other charges imposed under the Applicable Law on the Bidder and its personnel. Only GST shall be paid additionally.
- (c) The Financial Bid approved by the Authority and set out in the Agreement shall be fixed and shall not be increased under any circumstances. Bidders are also

requested to take note that there will be no revision in the approved VGF amount to be paid on a monthly basis, during the Agreement Period unless there is a change order approved by the Authority or the same is required to be done as per terms of this RFP / Draft Agreement.

## 5.7 Submission, Receipt, and Opening of Bids

### 5.7.1 Language

- (a) The Bid and all related correspondence and supporting documents in relation to the Bidding Process shall be in the English language.
- (b) If the supporting documents and printed literature furnished with the Bid are in a language other than English, official translated documents shall be provided and should be duly authenticated and certified by the respective Bidder. Supporting documents and printed literature submitted with the Bid, which are not translated into English, may not be considered, for the purpose of interpretation and evaluation of the Bid.
- (c) The Bidder is required to submit information in accordance with this RFP. The Bidder should provide the information sought herein, in order to satisfactorily establish its competence and ability to undertake the Services, to the satisfaction of the Authority.

### 5.7.2 Sealing and Marking of Bids

- (a) The Bid shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initialled by the person who signs the Bid.
- (b) The Bid, along with its relevant enclosures should be bound, paginated, with an index of submission on the first page. Unbounded submissions are liable to be treated as non-responsive.
- (c) An authorized representative of the Bidder shall initial all pages of the Bid. The representative's authorization shall be in the form of a notarised power of attorney accompanying the Bid, or in any other form demonstrating that the representative has been duly authorized by the Bidder to sign the Bid, on behalf of the Bidder.
- (d) The signed Technical Bid shall be submitted along with scanned copy of the complete set of Technical Bid (including all annexures) in a Pen Drive. The Bid Processing Fee and the EMD must be in one Envelope (**Cover-1**) and Technical Bid (along with the pen drive) must be in another envelop (**Cover-2**). The envelope (**Cover - 2**) must be clearly marked on top as "**Technical Bid**".
- (e) The two separate envelopes containing the Bid Processing Fee & EMD in one envelope and Technical Bid along with Pen Drive in other should be placed in one cover envelope which shall be clearly marked with the following transcript:

**“Private and Confidential – Bid for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services - [Name of Bidder]”**

**To,**

**Gujarat State Aviation Infrastructure Company Limited**

Attention: **Chief Executive Officer, Gujarat State Aviation Infrastructure Company Limited**

Address: **Gujarat State Aviation Infrastructure Company Limited,  
GUJSAIL Complex, Near Torrent Sub Station, SVPI Airport,  
Ahmedabad - 380 004**

*All envelopes used by the Bidder for the purpose of any submission and communication should be adequately sealed to prevent any interference / tampering while in transit. The Authority shall assume no responsibility for the delay in submission of the Bid or misplacement or premature disclosure of the contents of the Bid and consequent losses, if any, suffered by the Bidder.*

- (f) **Financial Bid is required to be submitted online on [www.nprocure.com](http://www.nprocure.com) only.**

### **5.7.3 Opening of Technical Bids**

Subsequent to the Bid Due Date, the envelope containing the Technical Bid shall be opened in the presence of the Bidders / their Authorized Representatives who choose to attend such opening of the Technical Bid, on the date and time indicated in **Section 5.4**

## **5.8 Bid Evaluation**

5.8.1 The evaluation of the Bids shall constitute of the following stages:

(a) **Stage 1: Test of Responsiveness**

Prior to the evaluation of the documents contained in the envelope containing Technical Bid envelope, the Authority shall determine whether such Bid is ‘responsive’ to the requirements set out in this RFP. A Bid shall be considered responsive only if the Bid:

- (i) It is received by the respective due dates including any extensions thereof.
- (ii) contains the Bid Processing Fee and EMD in accordance with the terms of this RFP;
- (iii) does not contain any condition or qualifications, and is not non-responsive in terms of the RFP;

Responsive Bids, fulfilling the criteria as given above, shall be evaluated as per Stage 2 given below.

**Note: Bidders must take utmost care that the submission made by them shall also adhere to the following:**

- (i) is received in the formats prescribed in Section 7 (Technical Bid) of the RFP;
- (ii) is signed, sealed, bound together and marked as per the requirements mentioned in the RFP;
- (iii) contains all information as per the formats specified in the RFP;
- (iv) contains all necessary documentary proof as specified in the checklist mentioned in RFP;

**(b) Stage 2: Pre-qualification Criteria**

A Bidder shall be eligible to participate in the Bidding Process only upon compliance and fulfilment of the below-mentioned criteria (“**Pre-qualification Criteria**”):

- (i) The Bidder (Sole bidder / Lead Member of the Consortium) should be a legally valid Scheduled / Non-Scheduled Operator’s Permit (NSOP) from the Ministry of Civil Aviation, Government of India (MoCA), for the last 2 years, as on the Bid Due Date.;
- (ii) The Bidder (Sole bidder / any Member of the Consortium) should have at least 1 (one) Seaplane OR Amphibian aircraft having a configuration of 09-to-19-seater Single Engine Aircraft, or a higher configuration, it wishes to operate, under its ownership / lease / Valid and Binding Agreement (which it intends to deploy for the Services).

**Note:**

- Age of aircraft (ownership/lease) shall not be more than 12 years and shall meet all the other requirements (Performance, Safety parameters, airworthiness etc) laid down by the DGCA..
- The aircraft deployment shall be completed within the stipulated timeframe mentioned in the RFP;
- Copies of currently valid Certificate of Airworthiness, Certificate of Registration, Weight Schedule etc, issued by DGCA and other competent authorities, for the operation of the Seaplane OR Amphibian Plane on offer, must be furnished alongwith the Technical Bid. The Airworthiness review certificate of the offered Seaplane OR Amphibian Plane should be attached with Certificate of Airworthiness.
- It is expected that the Bidder will deploy the same Seaplane OR Amphibian Plane for the services under this tender. If Bidder fails to depute the same Seaplane OR Amphibian Plane (due to reasons

beyond its control), it will be allowed to depute another Seaplane OR Amphibian Plane, having equivalent or better configuration than the proposed in the Bid, only after written approval of the Authority.

- (iii) The Bidder (Sole bidder / any Member of the Consortium) should have had a **Minimum Net Worth of Rs. 2.00 cr. (Rupees Two Crores only)** {(Subscribed and Paid-up Equity Share Capital + Free Reserves) – (Revaluation Reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)} as on 31st March 2020/2021/2022, as per Audited Balance Sheet;
  - (iv) The Bidder (Sole bidder / Lead Member of the Consortium) should have the following minimum team on its rolls at the time of submitting the Bid
    - a. Pilots (1 no.)- trained in flying Seaplane OR Amphibian Plane with a minimum 500 hrs of flying experience.
    - b. Senior Manager (1 no.)- having at least 5 (five) years of experience in managing civil air service operations;
  - (v) **A maximum two-member consortium** will be allowed with a specific Lead Partner. **No member of the consortium shall be changed after submission of the Bids and before termination of the Agreement or expiry of the Agreement Period.**
  - (vi) The Bidder should not have been blacklisted (for any purpose) by any government department, organization, corporation, or any other entity as on the Bid Due Date.
- (c) **Stage 3: Technical Bid Evaluation:**
- (i) An evaluation committee, appointed by the Authority (“**Evaluation Committee**”) shall evaluate the Technical Bids of the Bidders who have complied and fulfilled the Pre-qualification Criteria, to the satisfaction of the Authority. The criteria to be adopted by the Evaluation Committee for evaluation of such Technical Bids shall be as specified below. Each responsive Technical Bid shall be attributed a technical score.
  - (ii) Marking out of 100 shall be awarded by the Evaluation Committee. A Technical Bid should score **at least 60% marks** to be considered as “**Technically Qualified**”. The Financial Bid of a Bidder who is Technically Qualified shall only be evaluated under the Bidding Process.
  - (iii) The Technical Bid would be awarded marking as below:

Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services

S. No.	Evaluation Criteria	Documentary Evidence to be Provided as part of Technical Bid	Marking
1	Net worth of Bidder / any Member of Consortium as on 31 <sup>st</sup> March 2020/ 2021 / 2022, as per Audited Balance Sheet	<ul style="list-style-type: none"> <li>▪ Audited balance sheets for corresponding year and</li> <li>▪ Details as per Form 4.</li> </ul>	Net worth in (INR) is: <ul style="list-style-type: none"> <li>▪ <math>\geq 2.00</math> Cr and <math>&lt; 5.00</math> Cr – 10 marks</li> <li>▪ <math>\geq 5.00</math> Cr and <math>&lt; 10.00</math> Cr – 15 marks</li> <li>▪ <math>\geq 10.00</math> Cr – 20 marks</li> </ul>
2	Age of aircraft proposed to be deployed	Proof of ownership / copy of lease / valid and binding Agreement	Age of aircraft in years <ul style="list-style-type: none"> <li>▪ <math>&gt; 10</math> years &amp; <math>\leq 12</math> years – 10 marks</li> <li>▪ <math>&gt; 5</math> years &amp; <math>\leq 10</math> years – 15 marks</li> <li>▪ Up to 5 years – 20 Marks</li> </ul>
3	Total years wherein the Bidder / Lead Member of the Consortium has continuously held Scheduled / Non-Scheduled Operator's Permit	Scheduled / Non-Scheduled Operator's Permit	<ul style="list-style-type: none"> <li>▪ <math>\geq 2</math> years &amp; <math>\leq 5</math> years – 17.5 marks</li> <li>▪ <math>&gt; 5</math> years - 20 marks</li> </ul>
4	Technical Presentation - <ul style="list-style-type: none"> <li>▪ Previous experience of providing similar services</li> <li>▪ Operations Plan for Agreement Period,</li> <li>▪ Seaplanes capability to land on / take off from water as well as land</li> </ul>	Include a printed copy and a soft copy in an electronic storage device, of the presentation in the Technical Bid	<b>40 marks</b>
<b>Total Marks</b>			<b>100</b>

**Note:**

1. For all the points given above documentary evidence to substantiate the networth, certification, valid licenses from DGCA, plane ownership/lease documents, etc. is mandatory.
2. The supporting documents should be able to establish that the Bidder meets the Pre-qualification Criteria and marks.

**5.8.2 Stage 4: Financial Bid Evaluation:**

- (a) After the evaluation of the Technical Bid is completed, the Authority shall inform the Bidders who have submitted a '**Technically Qualified**' Bid and the date of opening of the Financial Bid of such Bidders.
- (b) The Authority may notify those Bidders whose Technical Bids were considered non-responsive and/or have not been classified as Technically Qualified as per the terms of the RFP, indicating that their Financial Bids will not be opened.
- (c) The Financial Bids shall be opened from [www.n-procure.com](http://www.n-procure.com) in the presence of the authorized representatives of the relevant Bidders (i.e. Bidders who have submitted a 'Technically Qualified' Bid).
- (d) The Financial Bid shall exclude GST, but shall include all the other taxes, if any.
- (e) The evaluation criteria for the Financial Bid shall be based on the lowest amount of VGF quoted by the Bidder on a '**per seat per trip basis**'.
- (f) The Technically Qualified Bidder quoting the lowest amount of VGF (on a 'per seat per trip basis) would be considered as the Selected Bidder.
- (g) The Preferred Bidder (following the opening of Financial Bid and prior to issuance of LOA) shall also be required to submit its business plan (showcasing detailed workings of expenditure (cost towards aviation turbine fuel, mileage, staff, etc.), revenues (ticket sale) and justify the VGF quoted with respect to projected operation schedule as prescribed).

## **5.9 Right of Acceptance**

- 5.9.1 The Authority reserves all rights to reject any Bid including of those Bidders who fail to comply with the instructions of the Authority, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific Bid. The decision of the Authority regard shall be final and binding on all Bidders.
- 5.9.2 Any failure on the part of a Bidder to observe the prescribed procedure and any attempt to canvass for the Bid shall render such Bidder's Bid as liable for rejection.
- 5.9.3 In case of failure of the Preferred Bidder to comply with the provisions of the terms and conditions of the RFP or the Agreement, the Authority reserves the right to notify the

Bidder with the second-lowest quoted VGF (on a 'per hour basis) as the Preferred Bidder, following due negotiations.

## 5.10 Negotiations

- 5.10.1 Upon conclusion of the evaluation of the Financial Bid, the Authority may notify and invite the Preferred Bidder to negotiate with the Authority on the Financial Bid.
- 5.10.2 The Preferred Bidder will, as a pre-requisite for attending negotiations, confirm availability of all resources including seaplane / experts / key personnel if any, staffing, logistics, and reporting, and satisfy other pre-negotiation requirements as may be specified by Authority. The aim of such a negotiation meeting shall be to reach an agreement on all points and execute the Agreement by the time of the conclusion of negotiations between the parties.

## 5.11 Notification of Award by Issuance of “Letter of Award”

- 5.11.1 After the conclusion of negotiations as specified in Section 5.10 of the RFP, the Authority shall issue Letter of Award in duplicate in favour of the Selected Bidder, who will return one copy to the Authority, duly acknowledged, accepted, and signed by the authorized signatory of such Selected Bidder, **within 7 (seven) days** of receipt of the same by the Selected Bidder.
- 5.11.2 The Preferred Bidder with whom the Agreement is to be executed by the Authority shall be required to commence the Services within 30 (thirty) days of issuance of the Letter of Award, following the signing of the Agreement.

## 5.12 Performance Security

- 5.12.1 The Selected Bidder, prior to the execution of the Agreement (i.e. within 30 (thirty) days of issuance of the Letter of Award) for the due and punctual performance of obligations by such Preferred Bidder during the Agreement Period, shall furnish an irrevocable and unconditional bank guarantee in favour of the Authority for an amount equal to three months VGF , substantially in a format to be provided by the Authority and issued by a bank, forming part of the approved List of Banks specified at **Annexure 2 (“Performance Security”)**. The Performance Security shall have a validity period of a minimum **42 (forty-two) months** from the date of Agreement, as may be extended based on the request of the Authority.
- 5.12.2 The Performance Security may be forfeited by the Authority in the event of any breach or negligence or non-observance of any terms and conditions of the Agreement or for unsatisfactory performance by the Selected Bidder. The Performance Security shall be appropriated by the Authority as liquidated damages attributable to the breach or negligence or non-observance of any terms/ conditions of the Agreement by the Preferred Bidder.

5.12.3 Upon expiry of the Agreement Period, such portion of the Performance Security as may be considered by the Authority as sufficient to cover any incorrect or excess payments made on the bills to the Preferred Bidder, shall be retained until the final audit report on the account of the Preferred Bidder's bill has been received and examined.

5.12.4 If the Preferred Bidder fails to provide the Performance Security within the period specified in the RFP, such failure shall constitute a breach on part of the Preferred Bidder and the Authority shall be entitled to make other arrangements at the risk, cost, and expense of the Preferred Bidder and/or forfeit the EMD.

5.12.5 On due performance and completion of the Agreement Period in all respects, the Performance Security will be returned to the Preferred Bidder without any interest, on the presentation of an absolute 'No Demand Certificate' issued by the Authority.

### **5.13 Signing of Agreement**

5.13.1 The Preferred Bidder shall enter into the Agreement with the Authority prior to the commencement of the Services.

5.13.2 The Preferred Bidder shall provide the Services in accordance with the terms of the RFP and Agreement, to the satisfaction of the Authority.

### **5.14 Commencement of Services**

5.14.1 The details regarding site, facilities, available infrastructure etc. is placed at **Annexure 4**. Bidders are advised to visit these sites in person, to appraise themselves of the site conditions.

5.14.2 The Preferred Bidder shall be required to mobilize resources and commence Services within **30 (thirty) days from the date of signing of Agreement**.

### **5.15 Confidentiality**

5.15.1 Information relating to the submission and evaluation of the Bids shall not be disclosed by the Bidders to persons who is not directly concerned, related or involved with the Bidding Process, without the prior written consent of the Authority.

### **5.16 Corrupt Practices**

5.16.1 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, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the

EMD or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Agreement, or otherwise.

- 5.16.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as the case may be.

## **5.17 Right of Rejection**

- 5.17.1 Authority reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, but not limited to, proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of work at any time. The receipt of Bids shall not in any way, obligate the Authority to enter into an agreement of any kind with the Bidder.

## 6. Terms of Reference

### 6.1 Scope of Work

The indicative scope of work of the Operator would include:

- (a) The Operator shall have to provide operations for the route of Sabarmati Riverfront, Ahmedabad - Statue of Unity, Ekta Nagar - Sabarmati Riverfront, Ahmedabad through Seaplane OR Amphibian Plane.
- (b) The operations have to be preferably during the morning and evening hours. Operators shall be required to intimate the flight schedule and any changes to the same shall also be intimated from time to time.
- (c) Operator would be required to operate 2 round trips (4 flights) a day for a minimum of 6 days per week with 01 day reserved for operation and maintenance. **The Operator can exercise flexibility of maintenance. The maintenance days can be clubbed for 05 - 06 days in a month instead of 1 day in a week. It is further clarified that the Operator must undertake a minimum of 25 days of operation considering the maintenance and other factors.**
- (d) The Operator is expected to deploy 09–19-seater Single Engine Aircraft, or a higher configuration, (Seaplane OR Amphibian) for Seaplane Operation.
- (e) As far as the age of the aircraft / Performance / Safety / Maintenance issues are concluded the aircraft should be **maximum 12 years old** as on the date of issuance of RFP and meet all the DGCA requirements and during the entire period of the services.
- (f) Operator shall be required to manage the entire airline role, including but not limited to the sale of tickets on their e-platform, passenger handling at both destinations, ground handling, compliance with the requirements of the airport terminals.
- (g) Operator shall ensure the safety, security, and convenience of the passengers using the air service.
- (h) Operator shall perform and fulfil all obligations of the operator in accordance with the provisions of the Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the operator under the Agreement.
- (i) The minimum trips to be covered by the Operator in a month shall be 80 to avail the VGF. No VGF will be paid to Operator if total trips in a month are lesser than the minimum number as given above. It is further clarified that the VGF shall be applicable for a maximum of **100 trips per month for the identified sector only**. No VGF will be provided for additional trips beyond the maximum limit of 100 trips.

- VGF should be given for the flight only if there is at least one fare-paying passenger in any round trip. In case of no fare-paying passenger in a round trip, the operator is at liberty to operate the flight, however, VGF shall not be paid for such trips..
- (j) In the case of ATC-related issues, bad weather, return of flight without landing at the target station due to bad weather or any beyond control condition, the Operator is eligible to avail of the VGF under the force majeure condition on a pro rata basis. For this, the Operator shall inform the Authority prior to submit the invoice for the particular month.
- (k) Operator shall be required to procure all the applicable permissions and approvals for all destinations, including overflying areas from DGCA, GoG or any other relevant authority.
- (l) Operator shall prepare a web-based ticket booking portal for providing online ticket booking services. All the ticket bookings shall be done through a secure payment gateway permitting the use of credit/debit cards and all other customarily used payment methods and gateways. **Government will provide support to promote the service across media platforms, digital platforms of the Government from time to time.**
- (m) The term of the Agreement shall be 3 **(three) years** from the date of the signing of the Agreement. **The same will be extended for a further period of 3 (three) year on the mutual consent of both parties, provided the Authority is satisfied with the performance of the Operator.**
- (n) The Operator must maintain operational efficiency as mentioned in the agreement and shall adhere to the requirements stipulated under the guidelines issued by the DGCA, from time to time.
- (o) The Operator shall be required to deploy the aircraft, having specifications of at least 50 % of capacity (not less than 04 passengers ) as mentioned in its Bid, within 72 (seventy-two hours) hours, in case the originally deployed aircraft is grounded due to unforeseen reasons, and within a maximum period of 01 month, the original configuration aircraft shall be deployed. The grant during such period shall be paid on a pro-rata basis based on the daily available seats. In case of failure to provide the original configuration aircraft, the Performance Security may be forfeited. In case a larger aircraft is being provided as a replacement aircraft, the VGF shall be paid on the basis of the seats of the Aircraft being originally provided. .
- (p) In the event of the Agreement being terminated due to default of the Operator, the Performance Security shall be forfeited by the Authority, at its sole discretion and the entire forfeited amount of Performance Security shall be appropriated by the Authority as liquidated damages attributable to the breach or negligence or non-observance of any terms/ conditions of the Agreement by the Operator.

- (q) Services including **Fire tender, Ambulance, Rescue & Fire Boat, patrolling boat, Security equipment as per BCAS will be provided by the Authority/GUJSAIL to the Operator on a free-of-cost basis.**
- (r) All the existing facilities available at water aerodromes will be provided free of cost to the Preferred Bidder. Any new development required by Operator at the water aerodrome terminal would be created by the Operator only, at their cost, after prior written permission of the same from Authority.
- (s) The hangar facility at GUJSAIL Complex will be provided free of cost to the Operator for undertaking any maintenance activities and parking facility if required.
- (t) The Security at the Water Aerodrome Terminal will be provided by Authority through its arrangement. However, the security of the Aircraft is to be taken care of by the Operator .
- (u) The Operator shall be responsible to provide the transport facility, security of aircraft, and other basic facilities to the passenger and its staff within the premise at Water Aerodrome.
- (v) The space, electricity, water facility for setting up the office/booking counter at the water aerodrome terminal will be provided free of cost to the Operator.
- (w) **Ticket prices shall be capped at Rs. 5,000/- (all-inclusive fare) for one way journey, including standard luggage allowance. The Operator is free to charge less than the same to enhance ridership.**
- (x) Preferred Bidder will be required to give an amount of Rupees 750 + GST, per ticket sold for the 100 trips being supported under this mandate. The same shall be paid on a monthly basis to GUJSAIL / Varuna Vayu Seva Limited, duly supported by the Passenger Manifest.
- (y) Due to the impact of COVID 19 and restrictions arising thereof, DGCA has been continuously monitoring and reviewing the existing controls and measures. Various guidelines/instructions/circulars are being issued from time to time. The Preferred Bidder will be required to follow/abide by all such guidelines/instructions/circulars issued by DGCA or any other Competent Authority.

## 6.2 Payment Terms

- 6.2.1 The rates to be quoted by the Bidder shall be based on the current Aviation Turbine Fuel (ATF) price (as on Bid Due Date). No additional payment will be made to the Preferred bidder in the event that the rate of ATF increases.
- 6.2.2 The payment of the VGF shall be made by the Authority on a 'monthly' basis, as per the terms and conditions of the RFP and the Agreement. The payment will be based on the unit rates finalized for the Preferred Bidder for that particular route.

6.2.3 The Authority shall be entitled to deduct, in accordance with Applicable Law, applicable Taxes or any other deductions (as the case may be), from any payments made to the Operator. The Authority shall provide a certificate to the Operator certifying the deduction so made. It is further clarified that the deductions on account of non-performance / damages on account of the Operator/ its' personnel shall also be made from payment of the VGF by the Authority.

6.2.4 No payment of the VGF shall be made in advance by the Authority nor does it recommend obtaining of any loan by the Operator from any bank or financial institution on the basis of the Letter of Award and / or Agreement issued to the Preferred Bidder.

6.2.5 The Operator shall be responsible for depositing the GST, so collected, in relation to the Services with the appropriate government agency. Failure of the Operator in doing so will attract penalty as deemed fit by the Authority. Over and above the same, the Authority may also deduct an equivalent amount (including any penalty) from the payments to be made to the Operator and make the payments as per GST regulation on behalf of the Operator .

### **6.3 Reporting**

6.3.1 The Operator is required to provide the Authority with the following reports, during the Agreement Period:

- Airline manifest report;
- Standard operating procedures;
- Safety evacuation plan;
- Compliance with relevant guidelines issued by Competent Authorities in relation to COVID 19;
- Details of passengers handled
- Any other document/report as required by the Authority.

### **6.4 Resolution of Complaints**

6.4.1 Any complaints notified by the Authority to the Operator shall have to be replied to in written along with the suggested course of action to be taken in order to resolve the complaint by the Operator within 10 (ten) working days of the complaint being notified.

6.4.2 The suggested course of action by the Operator shall then be reviewed by the Authority and the final modifications (if) shall have to be implemented in a manner and time frame suggested by the Authority.

### **6.5 Force Majeure**

6.5.1 Force Majeure shall mean any event beyond the control of Authority or of the Operator, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;

- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - d. Earthquake, fire, flood or cyclone, or other natural disaster
- 6.5.2 As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:
- a. The date of commencement of the event of Force Majeure;
  - b. The nature and extent of the event of Force Majeure;
  - c. The estimated Force Majeure Period,
  - d. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Agreement is affected by the Force Majeure.
  - e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
  - f. Any other relevant information concerning the Force Majeure and / or the rights and obligations of the Parties under the Agreement.

## 6.6 Other Terms and Conditions

- 6.6.1 With a view to build confidence amongst the Bidders, the Authority will deposit an amount equivalent to 3 years 'Aircraft Leasing Cost' (to be calculated from the monthly 'Aircraft Leasing Cost') as quoted by the Preferred bidder and approved by the Authority, in an Escrow Account with Authority and Preferred Bidder as the joint signatory to such Escrow Account. An Escrow Agreement outlining the conditions and terms between the parties as well as the responsibilities of each of the parties shall be signed between the parties. Such an Escrow will ensure payment of the Monthly 'Aircraft Leasing Cost' as quoted by the Preferred Bidder and approved by the Authority for the License / Operation Period, in case the Authority decides to stop the services before a period of 3 years from starting of the Seaplane Operations for the Identified Route. The monthly disbursement of the Leasing cost shall be from this escrow account.
- 6.6.2 The access and use of the water aerodrome in both places, and the Licence for providing this service shall be on a non- exclusive basis.
- 6.6.3 The Licensee shall provide rates it proposes to charge for providing charter services for a duration of 15 minutes & 30 minutes in a sealed envelope with its Technical Bid. The format of the same is placed in Form 8.
- 6.6.4 In an event of pre-mature termination of the Agreement in this sector, the Authority might deploy the services, on mutually agreeable terms in any other sector for the balance "**License Period**"

## 7. Technical Bid

Technical Bids must be accompanied with the following documents:

Sr. No.	Enclosures to the Technical Bid	Status (Submitted / Not Submitted)	Page Number
1	Technical Bid Submission Cover Letter (As per <b>Form 1</b> )		
2	General Information (As per <b>Form 2</b> )		
3	Power of Attorney for Authorized Representative (As per <b>Form 3</b> )		
4	Turnover Details of the Bidder (As per the <b>Form 4</b> )		
5	Audited Balance Sheet, Profit, and Loss Statements and Annual Reports		
6	Letter of Undertaking (As per <b>Form 5</b> )		
7	Consortium Agreement (if applicable) (As per <b>Form 6</b> )		
8	A copy of the Registration / Incorporation Certificate of Bidder		
9	A copy of the PAN of Bidder		
10	A copy of Tax Registrations		
11	Scanned copy of the Technical Bid in a pen drive		

## Form 1: Format of Bid Submission Cover Letter

(To be furnished by the Bidder or Lead Member of the Consortium on its letterhead)

Date:

To,

**The Chief Executive Officer,**

Gujarat State Aviation Infrastructure Company Limited

GUJSAIL Complex, Near Torrent Sub Station,

SVPI Airport, Ahmedabad - 380 004

**Sub: Submission of Bid for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services**

Sir,

In response to the Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services, going through all the information and terms and Conditions given in the Tender document including addendums, we are submitting our Bid as under.

1. We are submitting this Bid (Proposal) on our own.

(or)

We are submitting this Bid (Proposal) as the Lead Member of a Consortium consisting of the following members, for and on behalf of the Consortium.

S. No.	Names of Consortium Members	Address
1.	..... (Lead Member)	
2.	..... (Member)	

As a Lead Member, we understand the obligations of the Project. We are enclosing Consortium Agreement signed by all the members of the Consortium, nominating, and authorizing us to act as 'Lead Member' for implementing the Project.

2. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein are complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.

3. We acknowledge that Office of CEO, GUJSAIL will be relying on the information provided in this Bid and the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in the Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.

4. All the required documents as per format provided in the RFP, duly signed, are enclosed.
5. 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 Office of CEO, GUJSAIL in connection with the selection of Bidders, or in connection with the Bidding Process itself.
6. 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.
7. I/ We certify that in the last 3 (three) years, we or our affiliates or associates have neither failed to perform on any contract, as evidenced by the 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.
8. I / we agree and undertake to abide by all the terms and conditions of the RFP.
9. We also understand that:
  - (a) Office of CEO, GUJSAIL is not bound to accept the Bid of any Bidder, either in part or in full. If the Office of CEO, GUJSAIL rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
  - (b) Office of CEO, GUJSAIL has the right to change or alter the details of the Services or scope of work.
  - (c) Office of CEO, GUJSAIL reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures, and timing of the Bidding process, alter the terms of participation in the Bidding process at any stage of the Bid process and to suspend or terminate the Bid process.
  - (d) Authority may seek any additional information it may find necessary or require to be supplemented for authenticating the information provided as part of our Bid.
10. I/We hereby confirm that we have the following resources on our rolls, at the time of submitting the Bid. The details of the personnel are as below:
  - (a) **Pilots:** Each pilot trained in flying Seaplane OR Amphibian Plane **with a minimum 500 hrs** of flying experience.
    - Mr. / Ms. \_\_\_\_\_ (kindly add names) with \_\_\_\_\_hrs of flying experience
  - (b) **Senior Manager:** Each having at least 5 (five) years of experience in managing civil air service operations.

- Mr. / Ms. \_\_\_\_\_ (kindly add names) with \_\_\_\_years of experience.
11. In the event of my / our being declared as the Preferred Bidder, I/We shall deploy a seaplane by as per the details below:
    - (a) Type of craft: seaplane or amphibian
    - (b) Seats:
    - (c) Owned or leased:
    - (d) Age:
    - (e) Airworthiness certificate valid till:
  12. We have held the Operator's permit as per the details below:
    - (a) Type of permit: scheduled or non-scheduled
    - (b) Permit number :
    - (c) First issued on:
    - (d) Validity of the current permit:
    - (e) If there has been a break in the continuity in the validity: yes / no (add details)
  13. In the event of my / our being declared as the Preferred Bidder, I/We agree to enter into the Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  14. If negotiations are held during the period of the Bidding Process, we undertake to negotiate. Our Bid is binding upon us and subject to the modifications resulting from negotiations.
  15. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the RFP.
  16. We understand you are not bound to accept any Bid you receive.

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm: Address:

## Form 2: Format for General Information

S. No	Particulars	Details	Documentary evidence to be included
1.	Name of the Bidder / Lead Member (in case of a Consortium)	Name:  (Mention type of entity: Private limited / Partnership/ Proprietorship)	Incorporation Certificate
2.	Name of the other member (in case of a Consortium)	Name:  (Mention type of entity: Private limited / Partnership/ Proprietorship)	Incorporation Certificate
3.	Air Operator Permit no. and type (Scheduled / Non-Scheduled)	Permit number:  Permit Type:	Copy of the permit
4.	Air Operator Permit no. valid upto	DD/MM/YYYY	
5.	Country of Registration		NA
6.	Address of the corporate headquarters and its branch office(s), if any, in India		NA
7.	Date of incorporation and commencement of business	DD/MM/YYYY	
8.	Ownership of the Organization  (List of stakeholders/ members who own 10% or more stocks & their interest in the company)		NA
9.	List of current directors		NA
10.	Other key management personnel		NA
11.	Brief description of the Company including details of its main lines of business.		NA
12.	Details of individual (s) who will serve as the point of contact/ communication within the Company:	Name:  Designation:  Address:	NA

Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services

S. No	Particulars	Details	Documentary evidence to be included
		Mobile Number: E-Mail Address:	
13.	Details of employees of the Company who have prior experience of at least 5 (five) years in managing civil air service operations:  Name:  Designation:		
14.	Type of Aircraft proposed to operate on Sabarmati Riverfront, Ahmedabad & Statue of Unity, Ekta Nagar sector  (09-to-19-Seater Aircraft)  Details like total number of seats, classification, age etc needs to be provided.	Type of Aircraft:  Age:	Copy of ownership / lease agreement  Air worthiness Certificate
15.	PAN details		Copy of the PAN card
16.	GST Registration No.		GST registration certificate

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Seal Company \_\_\_\_\_

Date \_\_\_\_\_

**Form 3A: Format for Power of Attorney (POA) for the bid signatory (in case the Bidder is submitting the Bid on his own)**

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, .....[name of the Bidder], a \_\_\_\_\_ incorporated / Registered under \_\_\_\_\_, having its Registered Office at .....[Address of the Bidder] (hereinafter referred to as “**Company**”):

WHEREAS in response to the Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services (“**Project**”), the Company is submitting Bid Comprising Technical and Price Bids to the CEO, Gujarat State Aviation Infrastructure Company Limited. And is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that \_\_\_\_\_ do hereby nominate, constitute, and appoint..... [ name & designation of the person] .....as its true and lawful attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say :

- To act as the Company’s official representative for submitting the Bid comprising Capability Statement, Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;
- To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;
- To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, YYYY in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]	) ) )----- ) [name & designation of the person] )
--	---

**OR**

**Form 3B: Format for Power of Attorney (POA) for Authorized Signatory on behalf of Members of Consortium (in case the Bidder being a Consortium)**

{On Requisite Stamp Paper – be in the name of the company who is issuing the power of Attorney}

Know all men by these presents, that We ..... (name of members of the consortium with the address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. ....(name and residential address) ..... who is presently employed with us and is holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid submitted in response to the Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services (“**Project**”).

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

For \_\_\_\_\_

Accepted

.....(signature)

(Name, Title and Address of the Attorney)

.....(signature)

.....(signature)

(Name, Title and Address of the two Witnesses)

**Note:**

- ◆ To be executed by all the members in case of a consortium.
- ◆ 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

### Form 4: Format for Net-worth Details

(All figures in Equivalent Currency (in Rs. Crore)

	As on March 31, 2020 OR March 31, 2021, as the case may be
Subscribed and paid up equity share capital	
(add) Free Reserves (refer point 3 under Note below)	
Net-worth	

**UDIN:**

Certificate from the Statutory Auditor

This is to certify that [name of Bidder] [registered address] has achieved a turnover shown above against the respective years.

Name of Authorized Signatory:

Designation:

Name of Bidding firm:

Signature of Authorized Signatory:

Seal of Audit firm:

Note:

1. The Document as furnished above shall be verified online through the UDIN and the Balance Sheets. Bidders are advised to ensure that the details as per this form are reproduced online accurately. Any withdrawal / revoking / change in the UDIN, leading to material implications may render the Bid invalid.
2. The Bidder/member of the Consortium shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) for the Bidder/ member of the Consortium who is submitting the net worth details in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
3. Certificate(s) from the statutory auditors specifying the Net Worth of the Bidder/member of the Consortium, as on March 31<sup>st</sup>, 2020 / 2021 / 2022 (as the case may be). For the purpose of this RFP, net worth shall mean the sum of subscribed and paid-up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

## Form 5: Format for Letter of Undertaking

(Same should be furnished by the bidder on their letterhead. In case of Consortium to be given separately by each member of the consortium)

Date:

To,

**The Chief Executive Officer,**

GUJSAIL Complex, Near Torrent Sub Station,

SVPI Airport, Ahmedabad – 380 004

**Sub: Submission of Bid for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services**

Dear Sir,

With reference to this tender, I/We confirm the following:

1. **Declaration for Not Blacklisted:** I/We hereby confirm that our firm has not been banned or blacklisted by any government organisation / Financial institution / Court / Public sector Unit / Central Government / State Government as on the Bid Submission Date.

We also undertake that in case of banning or blacklisting of our firm / agency, by any government organisation / Financial institution / Court / Public sector Unit / Central Government / State Government after bid submission date but on or before the Bid Due Date, our bids will not be entertained for evaluation

2. **Indemnity Undertaking:**

- a. I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of our firm will abide by all the rules, regulations, guidelines and procedures.

- b. I / We also declare that our firm will be responsible for any safety violations / accident etc. in the project facilities allotted to me/us as per the Agreement. GUJSAIL will not be responsible in case of any accident /incident and will not compensate financially or otherwise. I hereby declare that I am sole responsible on behalf of the firm for giving such declaration.

3. **Anti-Collusion Certificate:** I / We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other

Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive, or monopolistic trade practice.

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

- 4. History of Litigation:** I / We hereby provide details /Information on any history of litigation or arbitration resulting from projects in last 5 (five) years or currently under execution/operation:

Year	Award for/ or against the bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

## Form 6: Format for Consortium Agreement

(In case the Bidder being a Consortium)

(On Non-Judicial Stamp Paper of a value of Rs. 100/-)

THIS AGREEMENT is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ YYYY between \_\_\_\_\_ a \_\_\_\_\_ registered under \_\_\_\_\_ and having its registered Office at \_\_\_\_\_ (hereinafter referred to as “the Party of the First Part”) and \_\_\_\_\_ a \_\_\_\_\_ registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as “the Party of the Second Part”)

WHEREAS

- I. The Parties hereto propose to participate as a Consortium for the Bid based on the Request for Proposal (RFP) from Gujarat State Aviation Infrastructure Company Limited (GUJSAIL), for the **Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services (“the Bid”)** by pooling together their resources and expertise.
- II. The Consortium do hereby nominate, constitute and appoint..... [name the lead member company] as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:
  - To act as the Lead Member of the Consortium for the purposes of the Project;
  - In such capacity, to act as the Consortium’s official representative for submitting the Technical and Price Bid for the Project and other relevant documents in connection therewith;
  - To sign all papers for Bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
  - To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
  - To sign and execute contracts, relating to the Project, including variation and modification thereto;
  - To represent the Consortium at meetings, discussions, negotiations and presentations with GUJSAIL, Competent Authorities and other Project related entities;
  - To receive notices, instructions and information for and on behalf of the Consortium;
  - To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.
- III. If the Parties hereto succeed in the Bid, they propose to undertake work as per terms of this Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services (**“the Project”**).

IV. The Parties hereto are desirous of recording the broad terms of their understanding as set out herein below:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Parties hereto agree to carry on the business in joint venture on the broad terms and conditions herein.
2. That the business of the consortium will be that of exclusively for the Project.
3. That in the event the Parties hereto succeed in the Bid for the Project, it will execute the Air Service Operation Agreement and all the documents/writings/papers with the GUJSAIL and undertake the Project in accordance with the terms of this RFP and as per directions of the appropriate/concerned authorities.
4. The roles and responsibilities of the Members of the consortium shall be as follow:
  - (a) The Party of the First Part (Lead Member) shall be responsible for:
    - (i)
    - (ii)
  - (b) The Party of the Second Part shall be responsible for:
    - (i)
    - (ii)

(Note: Role & responsibility of all Members of the consortium shall be included in the above paragraph).

5. Each of the Parties shall be liable and responsible jointly and severally for:
  - (a) Compliance of all statutory requirements as may be applicable in respect of the Project.
  - (b) Contribute to the joint venture all of its management and business experience, expertise, competence and acumen for the success of the Project.
6. That the responsibility of all the members of the consortium shall be joint and several at every stage of implementation of the Project.
7. That in case the project is awarded to the consortium, the consortium shall carry out all the responsibilities as the Operator and shall comply with all the terms and conditions of the Air Service Operation Agreement as would be entered with the GUJSAIL.
8. That this Agreement shall remain in full force and effect till the termination of the Air Service Operation Agreement or expiry of Agreement Period, whichever is earlier.
9. That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

(Note: The above provisions are mandatory, the consortium may add any other provision, if required, which are not contradictory to the above)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf )  
of the within named M/s..... )  
..... by its Director, ..... )  
.....duly authorized in the presence of )  
..... )

Signed and delivered for and on behalf )  
of the within named M/s..... )

Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services

....by its Director, ..... )

\_\_\_\_\_ )

duly authorized in the presence of )

..... )

## Form 7: Format for Bank Guarantee

(On Requisite Stamp Paper)

This Deed of Guarantee is made on this \_\_\_\_day of \_\_\_\_\_, 2023 at \_\_\_\_\_ by \_\_\_\_\_ Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at \_\_\_\_\_ and inter alia an operational Branch Office at \_\_\_\_\_, Ahmedabad (hereinafter referred to as "**the Bank**" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of '**Gujarat State Aviation Infrastructure Company Limited**' (hereinafter referred to as "**GUJSAIL**" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, GUJSAIL has undertaken the process of competitive bidding for "**Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services**" for which purpose GUJSAIL issued a request for proposal dated [•] ("**RFP**") inviting Bids from interest parties to execute the scope of work specified therein;

WHEREAS, [name of Bidder] (hereinafter called "**the Bidder**") has submitted his Bid dated [date] for the implementation of the scope of work specified in the RFP (hereinafter called "**the Bid**").

1. [name of the Bank] at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to GUJSAIL an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by GUJSAIL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank and such amount shall be paid by the Bank without any demur, protest, condition, deduction or reservation.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of GUJSAIL is disputed by the Bidder or not, merely on the first demand from GUJSAIL stating that the amount claimed is due to GUJSAIL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

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

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ....Lakhs (Rupees ..... Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 8 hereof,
13. This Guarantee will remain in force up to 180 (One hundred and eighty) days from the Due Date (inclusive of due date) for submission of the Bid, inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between GUJSAIL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
14. The jurisdiction in relation to this Guarantee shall be the Courts at Ahmedabad, Gujarat, and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this \_\_\_\_ day of \_\_\_\_\_ and year first herein above written.

Signed and delivered by the above named \_\_\_\_\_ Bank by its Authorized Signatory as authorized by

Board Resolution passed on \_\_\_\_/Power of Attorney dated [.....]

---

Authorized Signatory

Name:

Designation:

In the presence of:

1.

2

NB: GUJSAIL should be able to invoke this Bank Guarantee at any branch of the Bank located at Ahmedabad.

## Form 8: Details of Charter Services

(To be furnished by the Bidder or Lead Member of the Consortium on its letterhead in a sealed envelope)

Date:

To,

**The Chief Executive Officer,**

GUJSAIL Complex, Near Torrent Sub Station,

SVPI Airport, Ahmedabad - 380 004

**Sub: Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services - regarding charter for government clients**

Dear Sir,

We shall offer charter services as per the details below:

Client	Cost (inclusive of all taxes , excluding GST)*	
	15 minutes	30 minutes
Government Client (individual)		
Government Client (group)		
Private Client (individual)		
Private Client (group)		

We agree that this is the ceiling price and discounts shall be offered based on the season and demand.

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

## Annexure 1: Format for Financial Bid

**(To be submitted online only on n procure website)**

Date:

To,  
**The Chief Executive Officer,**  
 Gujarat State Aviation Infrastructure Company Limited  
 GUJSAIL Complex, Near Torrent Sub Station,  
 SVPI Airport, Ahmedabad – 380 004

**Sub: Selection of Airline Operator for Providing seaplane operation to connect Sabarmati Riverfront & Statue of Unity in Gujarat – Financial Bid**

Sir,

We are hereby bidding for the **Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services**. Our quote, as per the terms and conditions given in the RFP document of the GUJSAIL , is as under:

**We seek a Viability Gap Funding as under**

S. No.	Head	Amount in Rs. / Month Basis for 100 trips
<b>Monthly Expense</b>		
1.	Aircraft Leasing cost	
2.	Aircraft servicing costs (Handling Aircraft on the ground)	
3.	Traffic service costs (Processing passengers, baggage, at Waterdrome)	
4.	Payment to staff	
5.	Reservation and Sales costs (reservations and ticket offices, travel agency commissions)	
6.	Advertising and publicity expense, General and administrative expense	
7.	Other costs (please specify)	
<b>A</b>	Sub Total (sum of 1 to 7)	
<b>Monthly Revenue</b>		
8.	Sale of Tickets (as per this tender accounting for the revenue to be shared with GUJSAIL at the rate of Rs. 750 + GST per ticket)	
9.	Sale of Tickets for other permissible rides / Charters etc	
10.	Any other (please specify)	
<b>B</b>	Sub Total (sum of 8 to 10)	
<b>C</b>	<b>Total VGF sought (A - B)</b>	
<b>D</b>	<b>Number of passenger seats in the plane to be deployed (as per Form 1)</b>	
<b>E</b>	<b>Total VGF sought per seat per trip [C/(100*D)]</b>	

**Note:**

Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services

- Preferred Bidder will be required to operate **4 flights (2 round trips) in a day i.e.** 2 round between Sabarmati Riverfront, Ahmedabad (**SRFA**) – Statue of Unity, Ekta Nagar (**SOUK**).
- Our Financial Bid shall be binding upon us subject to the modifications resulting from negotiations in accordance with the terms of the RFP.
- The Agreement Period shall be for a period of 3 years.
- We undertake that, in competing for (and, if the award is made to us, in executing) the Services, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

We understand that you are not bound to accept any Bid you receive.

Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services

**Note: The formats as given below are for representation purpose only. Authority may, at its discretion, request the Bidders who have submitted Bids, to submit details of the cost as quoted in its Financial Bid, in following formats, after opening of the Financial Bid.**

**Break-Up of Expenses (Sample only, not to be submitted with the technical bid)**

**Yearly Revenue**

Sl. No.	Head	Amount (INR)
1.	Sale of Tickets	
2.	Food & Beverages	
3.	Others	
<b>Total</b>		

**Yearly Expense**

Sl. No.	Head	Amount (INR)
	Aircraft operating costs	
2	Aircraft servicing costs (Handling aircraft on the ground, includes landing fees)	
3	Traffic service costs (Processing passengers, baggage, at airports)	
4	Passenger service costs (Meals, flight attendants, in-flight services)	
5	Reservation and Sales costs (Airline reservations and ticket offices, travel agency commissions)	
6	Other costs (Advertising and publicity expense, General and administrative expense)	
<b>Total</b>		

**Note: Heads as given above are tentative only. Bidder can add to / modify these list in consultation with the Authority so as to provide clarity to Authority regarding cost and revenue estimates.**

Capitalized terms used but not defined herein shall have the meaning ascribed to such terms under the RFP.

Signature of Bidder \_\_\_\_\_ Place- \_\_\_\_\_

Name \_\_\_\_\_ Date- \_\_\_\_\_

Designation \_\_\_\_\_

Seal

## Annexure 2: List of Banks

As per the **GR No. FD/MSM/e-file/4/2023/0057/D.M.O. dated 21<sup>st</sup> April 2023** from Finance Department, wherein the Government has decided that the banks and as given below are the approved Banks whose Bank Guarantees would be accepted for the period up to **March 31, 2024**.

- Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.
  - 1) All Nationalised Banks.
- Guarantees issued by following Banks will be accepted as SD/EMD for period up to **March 31, 2024**. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.
  - 1) AXIS Bank
  - 2) AU Small Finance Bank
  - 3) Bandhan Bank
  - 4) BNP Paribas
  - 5) City Union Bank
  - 6) CSB Bank
  - 7) DBS Bank India Limited
  - 8) DCB Bank
  - 9) Equitas Small Finance Bank
  - 10) FEDERAL Bank
  - 11) HDFC Bank
  - 12) HSBC Bank
  - 13) ICICI Bank
  - 14) IndusInd Bank
  - 15) Karnataka Bank
  - 16) Karur Vyasa Bank
  - 17) Kotak Mahindra Bank
  - 18) South Indian Bank
  - 19) Standard Chartered Bank
  - 20) Tamilnadu Mercantile Bank
  - 21) Utkarsh Small Finance Bank
  - 22) Kalupur Commercial Co-op. Bank
  - 23) Ahmedabad Mercantile Co-op. Bank
  - 24) Nutan Nagrik Sahakari Bank Ltd.
  - 25) Rajkot Nagarik Sahakari Bank Ltd.
  - 26) Saraswat Co-operative Bank Ltd.
  - 27) SVC Co-Operative Bank LTD
  - 28) The Gujarat State Co-operative Bank
  - 29) The Mehsana Urban Co-Op. Bank Ltd.
  - 30) The Surat District Co-Operative Bank Ltd.
  - 31) The Surat People's Co-Op. Bank Ltd.
  - 32) Saurashtra Gramin Bank

Request for Proposal (RFP) for Selection of Airline Operator for providing connectivity between Sabarmati Riverfront & Statue of Unity through Seaplane Services

All the eligible banks are instructed to collect the original documents / papers of guarantee from the concerned tendering authority.

GR can be downloaded from the following link:

[https://financedepartment.gujarat.gov.in/Documents/DMO\\_2631\\_21-Apr-2023\\_872.pdf](https://financedepartment.gujarat.gov.in/Documents/DMO_2631_21-Apr-2023_872.pdf)

### **Annexure 3: Sector Details**

(The following details are being provided for the information of the Bidders. The Bidders are advised to have their estimate towards the same that may be necessary for preparing the bid and for entering into an agreement before submission)

<b>Sr. No.</b>	<b>Sector</b>	<b>STD</b>	<b>ETA</b>
01	SRFA – SOUK	09:00	10:00
02	SOUK – SRFA	11:30	12:30
03	SRFA – SOUK	15:30	16:30
04	SOUK – SRFA	17:30	18:30

**Note:**

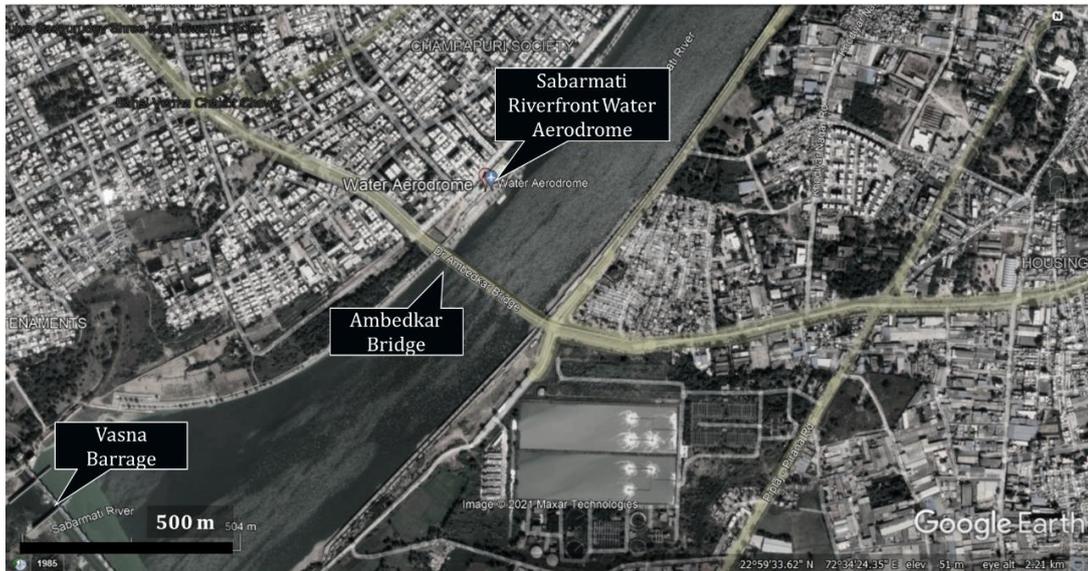
- 1. Last flight will be dependent on sunset time. The schedule could change in consultation with the GUJSAIL.**

**SRFA** – Sabarmati Riverfront, Ahmedabad

**SOUK** – Statue of Unity, Ekta Nagar

## Annexure 4: Site, Facilities, Available infrastructure etc. at the Aerodromes

### Aerodrome at Sabarmati Riverfront, Ahmedabad:



### Aerodrome at Ekta Nagar, Narmada

