

## **EOI for conducting Char Dham Helicopter Services for GMVN in Uttarakhand**

GMVN invites EOI, from eligible and interested firms, having duly permissions and logistic support to run Helicopter Services for Char Dham Yatra in Uttarakhand, for the customers of GMVN. The firms need to have all the valid and applicable permissions and NOCs from the concerned authorities to fly in Char Dham Route of Uttarakhand, having qualified and professional Pilots, Engineers, Technicians, helipads etc. GMVN would design its own customized Premium Heli Tours for its customers at its own branding and pricing, where the helicopter services are to be provided by the selected firm, on the approved per hour service charges, whereas Boarding, lodging facilities and other facilitation is to be provided by GMVN.

A pre- bid meeting is scheduled at GMVN Head Office at 74/1 Rajpur Road, Dehradun on Thursday, 24<sup>th</sup> May, 2018, at 11 am, where all the interested firms can participate. The Eligible firms can send their Technical and Financial Proposals, in separate sealed envelopes, mentioning all their technical specifications, as required by GMVN, certified copies of all the Certificates, Licenses, all the valid and applicable permissions and NOCs from the concerned authorities to fly in Char Dham Route of Uttarakhand, details of their Pilots, Engineers, Technicians, helipads etc., and final cost of heli services, per hour (Including the cost of Fuel, Pilots, Engineers, Technician, Landing charges, Parking charges and all the taxes applicable including GST), mentioning “Technical Proposal” and “Financial Proposal” at the top of the respective envelopes. Both these envelopes should be packed in a separate sealed envelope, mentioning “EOI for conducting Helicopter Services for GMVN” at the top and addressed to- The Managing Director, Garhwal Mandal Vikas Nigam Ltd., 74/1 Rajpur Road, Dehradun- 248001, Uttarakhand, and should reach by 28.05.2018. The detailed Terms and Conditions for the eligible Helicopter service providers, required by GMVN is as follows-

### **T&C for Helicopter Services for Char Dham Yatra for GMVN 2018**

1. The Bidder should possess a minimum of 2 (owned) +1 (leased) numbers of helicopters, for one route along with all required statutory and other clearances for operational safety etc. from the DGCA, or any other concerned Authority.
2. The Successful Bidder (here in after referred to as ‘Operator’) shall be required to park at least three operating helicopters at the location for which the bid is submitted. Each Operator should also be able to arrange a helicopter of the same specifications as approved, to be operated in the event of an emergency or in case the regular helicopter operating on any of the routes becomes un-worthy of flight. The Operator shall operate its helicopter service from the heliports either leased or owned by them.
3. The operator should have license for at least initial period of one year i.e. 2018 (conforming to the Yatra duration)

4. The Company should be carrying out the flight operations daily, with least inconvenience to the Yatris, subject to fair weather conditions and clearance by the ATC.
5. Bidders would not be permitted to form a consortium to complement their respective areas of expertise or for any other reason(s) such as acquiring the minimum qualification for the tender.
6. Bidders should note that subversion or distortion of information and facts would lead to their disqualification from bidding and also blacklist them from bidding for the future tenders floated by GMVN.
7. The Bidding Company must fulfil the following eligibility conditions:-
  - a. The Bidder as a Company must be currently in the business of operating helicopter services under valid Non-Scheduled Operator's Permit (NSOP) of DGCA, India, valid up to 31.12.2018 (supporting documents of NSOP to be enclosed in Technical bid).
  - b. The Bidder must have minimum Three years (03) (2 owned + 1 leased) Single Engine Helicopters endorsed on their NSOP
  - c. Copies of currently valid C of A, C of R, Weight Schedule etc. issued by DGCA and other competent authorities, for the operation must be furnished along with the Technical Bid.
  - d. The bidders must have their Own or Leased Helipad in Mandakini Valley at least two helipads with public amenities as per DGCA norms on a route applied for every route.
  - e. The Bidder must have a minimum flying experience of 3 years of conducting Shuttle Operations.
  - f. Bidder must have their own Pilots cleared for Hill flying Operations on their Payrolls for the last Six (06) Months (Authenticated documents to be furnished in Technical bid).
  - g. All helicopters offered by bidder should have capability to land at Kedarnath with 6 passengers as per DGCA norms and should not be older than 10 years.
  - h. The pilots must be duly trained to fly the helicopter(s), possessing a minimum mountain flying experience of 1000 hours at their credit (individually) as on date of issue of tender. (Authenticated documents to be furnished in Technical bid).
  - i. The bidder should have PAN / TAN of Income Tax. (copy to be furnished in Technical bid).
  - j. The bidder should have Goods and Service Tax Registration number. (Copy to be furnished in Technical bid).
  - k. The Bidder must comply with all the mandatory certifications, approvals from the DGCA and other competent authorities.
  - l. The gross turnover of last 3 years of the bidder should not be less than Rs 5 Crores annually.
  - m. All the documents, including various certificates, attached with the tender must be signed by authorized signatory/Accountable Manager with seal of the Company, and required to be certified by a Notary otherwise shall not be considered.
  - n. If the bidder was debarred/disqualified/blacklisted/grounded by the Govt. of India or any State Govt. or by any Govt. organization, for security reasons or for

financial/unethical practices, as on date of the submission of the bid will be rejected. An affidavit in this regard should be attached.

8. A pre- bid meeting is scheduled at GMVN Head Office at 74/1 Rajpur Road, Dehradun on Thursday, 24<sup>th</sup> May, 2018, at 11 am, where all the interested firms can participate.

Separate Bids will have to be submitted for each route of operation. The Bidder shall submit the Bid in the Two-Bid format: the first part in

- a) sealed envelope super- scribed "TECHNICAL BID" shall contain a TECHNICAL BID, with all relevant technical details as per Schedule – A along with all the relevant supporting documents, background of the Company, specifications of the helicopters etc., and
  - b) a security deposit in the form of a Bank Draft for Rs. 02.00 Lakh in favour of the GMVN for each route. These condpart- the FINANCIAL BID shall be submitted separately as per Schedule-B, in a separate sealed envelope superscribed" FINANCIAL BID" .Both the covers separately sealed and super-scribed TECHNICAL BID and FINANCIAL BID ,respectively, shall be placed in a third sealed envelope super-scribed (in CAPITALS) as follows: "TENDER OFFER FOR PROVIDING HELICOPTER SERVICES TO GMVN FOR PREMIUM CHAR DHAM YATRA-18" The offer, along with the Terms and Conditions duly signed, and enveloped as described above, must be dropped by hand in the sealed Tender Box (clearly marked "TENDER BOX FOR GMVN HELISERVICE– YATRA- 2018")placed in the office of MD, GMVN at 74/1 Rajpur Road, Dehradun, by 5 PM on 28.05.2018 . Alternatively, the sealed Tenders may be sent by Registered Post/ Speed Post/ Courier, addressed to MD, GMVN (Full address) The Tenders sent by post must also reach by 5PM, on 28.05.2018 failing which they shall not be entertained. The GMVN shall not be responsible for any Postal Delay. Any conditional tender OR tenders which are not appropriately sealed in the two-bids format, as explained above, OR tenders not appropriately dropped in the Tender Box as advised OR tenders received after the stipulated date and time, shall not be entertained. Any cutting or over writing in the Tender Documents will also make the bid liable for rejection. All the pages of the bids should be serially numbered and stamped by the bidder. The Technical Bids shall be opened by the Tender Opening Committee, at 11.00 A.M., on 29.05.2018 at GMVN Head Office, in the presence of the bidders who may choose to be present. The date of opening of Financial Bids shall be intimated only to the bidders who qualify Technical Bid Evaluation.
9. Submission of bid by the Operator will be deemed to mean that the Bidder has accepted all the Terms and Conditions of the Tender Notice. The Bidder must commit to his bid remaining valid for one year from the date of submission.
  10. Operator will ensure that they take DGCA clearance for Kedarnath helipad also. Operator will strictly comply with all the DGCA rules and regulations.
  11. GMVN will reserve the right to impose penalties on the operator in case any violations are found.
  12. The Operator shall have to comply with the following requirements during its operations:

- a. Loading of the helicopter at helipads prior to the flights shall be the responsibility of the Pilot-in-Command, who shall take the deciding call on satisfying himself on all accounts and on behalf of the Operator, for all kinds of safety requirements.
  - b. The flight crew shall be subjected to pre-flight medical check-ups prior to the commencement of the flights for the day, as per DGCA stipulations, and responsibility for the same shall be of that of the Operator.
  - c. Safety briefing of the passengers prior to the flight shall be carried out by the trained and authorized personnel of the Operator. Embarkation/ Disembarkation of the passengers shall be done under the strict supervision of trained and authorized personnel of the Operator.
  - d. The Operator shall conspicuously draw and display in at least two languages (English/Hindi), prior to day's operations, detailed guidelines for operational activities on all helipads of operation, indicating the nature of duties and responsibilities entrusted to its personnel and general coordination procedures including action to be taken during emergencies and also for search and rescue operations.
  - e. Whenever required, the Operator shall obtain due clearance from nearest base IAF, as well as MET information from the detachment based at the relevant stations.
  - f. Spare Forms for reporting the incidents/occurrences must be available with the operating Pilots.
  - g. The number of persons onboard shall be strictly limited to that as laid down by DGCA for every Make/Model of the helicopter, and a copy of the same shall be furnished in advance to the GMVN.
  - h. Combined SOP and any other relevant guidelines/instructions as approved by DGCA from time to time, shall be strictly adhered to, in letter and spirit. Deviation, if any, shall require the prior formal approval of DGCA.
  - i. The operator shall be responsible for adequate quantity of ATF at the helipad site.
  - j. The following facilities, duly coordinated with the GMVN / D G C A , shall be provided by the Operator(s): i) Fire fighting equipments and arrangements relating to their operation, as per DGCA Guidelines. ii) Marking of Helipads. iii) Installation of Wind Socks. iv) Check-in counters and display boards. v) Tamper proof refueling arrangements.
  - k. Change of crew will not be allowed with rotor "on" position in a single pilot Configuration.
13. The successful bidder will be required to submit a Performance Bank Guarantee of a Nationalised Bank of Rs 20.00 Lakhs favoring GMVN. The Performance Bank Guarantee of the Operator shall be retained and returned at the end of the agreement period, if so required as per the terms of Agreement only after satisfaction of GMVN that the operator has not incurred any other financial liability on any account whatsoever. The successful bidder may also furnish a FD of a scheduled Bank duly endorsed on GMVN.
14. No landing charges shall be charged from GMVN for landings made at Kedarnath ji or any other Helipad by the successful bidders.

15. The flying operations shall be governed in full compliance of NGT requirements in regard to height and noise levels given below:
  - a) Height - Minimum 2000 feet.
  - b) Noise level as per NGT norms. The successful bidder will also be required to submit the details of flying on a daily basis to GMVN and District Magistrate, Rudraprayag, or any other concerned district noncompliance will invite suspension of operations.
16. The MD, GMVN shall notify the system which shall be followed, from time to time, for the allotment/ reservation/ booking of the seats.
17. The authorized personnel from the GMVN may conduct surprise checks or be present at the counters to ensure that there is no overcharging of the authorized passenger fares or any other aberration leading to harassment of the Yatri/passenger or loss of revenue to the GMVN.
18. Operator shall be under obligation to accord preference to the Senior Citizens (more than 60 years old), and differently abled persons and to other persons as may be directed by MD, GMVN, while boarding the passengers.
19. During the Yatra period, the Operator will furnish the below stated daily statement, by 1900 hrs.
20. All other equipment/infrastructure for communication, meteorological facilities, medical facilities, fire-fighting and safe flying operation etc shall be the sole responsibility of the Operator, who shall provide it as per norms prescribed by DGCA/ other agencies. The Operator shall make its own arrangements, at its own cost, for establishing two-way communications to be provided at the helipads and also with the helicopter in operation for communicating the weather conditions, safety measures, etc. Through modern and reliable communication systems It shall also be the joint responsibility of the Operators to formulate a common SOP to co-ordinate their communication/ operations with each other, if any permitted, as also with any Government run or other Helicopters in the area, for smooth, safe and hassle free operations.
21. The Operator shall comply with all laws/ rules made there under/regulations in respect of the following and provide:
  - a) Workman's compensation and all other existing laws with reference to employing, safeguarding, insuring and protecting all the employees/ labour engaged by the Operator. It shall insure all its employees/ labour employed/ engaged for any service against third party bodily injury /loss of life during the entire period of such employment /engagement by the Operator and as per statutory provisions.
  - b) Third Party Legal Liability Insurance to indemnify the GMVN of all sums which the Operator shall become legally liable to pay for bodily injury, property damage, baggage loss etc. or any of them, caused by an occurrence arising out of the ownership, maintenance or use of aircraft.
  - c) Passenger Liability Insurance to indemnify in respect of all sums which shall become legally payable for admitted liability of Rs.10,00,000/-per passenger or as laid down by the prescribed authority from time to time (whichever is higher),for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Operator.

- d) Combined Single Limit Insurance Cover(Bodily injury/property damage /baggage loss etc) as mentioned at 21 (b), and (d) above, of a minimum of amount laid down by the prescribed authority.
22. All standard security procedures as advised by the local security authorities, DGCA and BCAS shall be adhered to by the Operator. However, necessary assistance for providing security cover at all the places of operations shall be arranged by GMVN in co- ordination with the Government of Uttarakhand.
23. The Operator shall arrange transportation of seriously ailing pilgrims, physically challenged pilgrims, or officers on duty to and from on the specific authorization of the MD,GMVN, at the expense of the GMVN at the rate of Rs.70,000/-per flying hour (inclusive of all taxes).
24. The Operator shall ensure availability of stand by helicopter at all times during the Yatra period. Failure to maintain the stand by helicopter in airworthy condition shall be considered as violation of the Contract and may result in imposition of fine and/ or any other penalty deemed fit by MD, GMVN for uninterrupted services.
25. The Operator shall carry out its operations in customer(Yatri) friendly manner and ensure that no undue inconvenience/ hardship are caused to the Yatri. In the event of receipt of any complaint regarding inconvenience having been caused to the pilgrims, the matter shall be investigated by the MD, GMVN ,or his authorized representative. In case the complaint pertains to the Operator's crew/ staff, the same shall be investigated by the MD, GMVN, and if the complaint is found to be genuine, the Operator shall take appropriate action as directed by the MD, GMVN. The bidder / Operator will be required to promptly furnish information as sought by MD, GMVN or his authorized representative.
26. The operator shall be responsible to maintain the record and clear all tax liabilities whatsoever may be required under law and also as may be prescribed during the currency of the agreement period. Any neglect or omission shall hold the operator liable under law.
27. The agreement shall be co-terminus with the expiry or afflux of the Yatra period and other conditions specified in the Agreement.
28. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.
29. The GMVN shall not be liable for what-so-ever consequences arising out of any accident, incident, mishap, or any event relating to the operation of the helicopter

- services of the Operator, who shall be solely and exclusively liable for any injury, damage or liability of any kind arising directly or indirectly out of its operations.
30. In case any matter related to deficient heli services is filed by the intending Yatri in any Court of Law/ Forum, it will be the sole liability and responsibility of the Operator to defend the case and pay any compensation/ fine/ refund/ any other such money as may be awarded by the concerned Court/ Forum. In such a case the entire liability shall be of the Operator and GMVN shall not be responsible for the liability/ consequences whatsoever.
  31. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by MD GMVN. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Dehradun only.
  32. The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing. All disputes in this connection shall be settled in Dehradun jurisdiction only.
  33. GMVN reserves the right to cancel this tender or modify the requirement.
  34. GMVN also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective parties to be kept informed about it.
  35. Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Operator and GMVN, during the period of the contract. Any default of any terms and conditions of the tender will result in Prejection of the bid and forfeiture of EMD/Security deposit, accordingly.
  36. NOTE: All the above mentioned work as per tender document is indicative and not exhaustive.
  37. Any violation of the Terms and Conditions shall hold the Operator liable for the termination of its license, forfeit of the security deposit, or any other such action as the MD, GMVN may consider appropriate.
  38. Few points such as prior complaint against the operators will also be taken into consideration while awarding the contract.
  39. MD, GMVN shall have the absolute right to reject any bid or all the bids, without assigning any reason, whatsoever and the decision of the MD will be final and binding. An undertaking to this effect is to be submitted along with the bid.

By Order-  
MD, GMVN