



**INVITING TENDER  
FOR HIRING OF  
AIRCRAFT  
ON WET LEASE&RENTAL**

No. ATDC.2904/2017/Pt-I/ 2880/C

Date: 27/8/2018



**Assam Tourism Development Corporation Ltd.**

*Handwritten signature or initials in blue ink.*

## ASSAM TOURISM DEVELOPMENT CORPORATION

Ref. No. ATDC.2904/2017/Pt-I/2886

Date: 27/08/2018

### SHORT NOTICE INVITING TENDER FOR HIRING OF AIRCRAFT ON WET LEASE & RENTAL

Assam Tourism Development Corporation Ltd. (ATDC) desires to hire a **twin engine Aircraft on wet lease and rental basis** for operation through Red River Tours & Travels, a unit of ATDC Ltd. detail tender can be found at [www.assamtourisonline.com/tender.html](http://www.assamtourisonline.com/tender.html).

Tender Schedule	Date	Time
Publication Tender	29.08.2018	4.00 P.M.
Download	07.09.2018	11.00 A.M.
Pre-bid Meeting	18.09.2018	11.00 A.M.
Issue of Corrigendum / addendum	24.09.2018	2.00 P.M.
Tender Submission	28.09.2018	2.00 P.M.
Opening of Technical Bid	28.09.2018	3.00 P.M.
Opening of Financial Bid	To be intimated later.	

Earlier Tender vide No. ATDC.2017/Pt-I/545/1 dated 14.05.2018 hereby stands cancelled.

Sd/-  
Managing Director,  
Assam Tourism Development Corporation Ltd.

ANNEXURE – I  
*Technical Part*

To,

The Managing Director,  
Assam Tourism Development Corporation Ltd.,  
Paltan Bazar, Guwahati-8.

Sub: NOTICE INVITING TENDER FOR HIRING OF AIRCRAFTON WET LEASE &  
RENTAL.

I / We \_\_\_\_\_ have gone  
through the contents of your Expression of Interest Documents and noted the same for compliance. I  
/ We enclose herewith (a) Technical Part of TENDER and (b) Financial Part of TENDER separately  
for your consideration.

**Yours faithfully,**

Seal & Signature:

Full Name:

Full Postal Address:

Tele No.:

Email:

ANNEXURE – II

*Detailed Schedule of TENDER (Technical Part)*

**ASSAM TOURISM DEVELOPMENT CORPORATION LTD.**

*(A Govt. of Assam undertaking and ISO 9001:2015 certified organisation)*

**AsomParyatanBhawan (4<sup>th</sup> Floor), A. K. Azad Road, Paltanbazar, Guwahati – 8**

Websites: [assamtourisonline.com](http://assamtourisonline.com), [assamtourism.gov.in](http://assamtourism.gov.in),

Email: [atdcltd@gmail.com](mailto:atdcltd@gmail.com), [mdatdc@gmail.com](mailto:mdatdc@gmail.com), Tel. +91 361 2633654, Fax: +91 361 2738620

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No. ATDC.2904/2017/Pt-I/

Date: 07/09/2018

**NOTICE INVITING TENDER  
FOR HIRING OF AIRCRAFT  
ON WET LEASE & RENTAL**

Assam Tourism Development Corporation Ltd. (ATDC) desires to hire a **twin engine Aircraft on wet lease and rental basis** for operation through Red River Tours & Travels, an unit of Assam Tourism Development Corporation Ltd. equipped with all safety norms as prescribed by the Director General of Civil Aviation (DGCA) from time to time for flying of VIPs like Governor, Chief Minister, Ministers & other high dignitaries of the Govt. of Assam.

The Managing Director of Assam Tourism Development Corporation Ltd. invites requests for proposal under **DUAL BID SYSTEM (i.e. Technical and Financial)** for hiring of the Aircraft on Wet Lease/rental basis. The specifications and terms & conditions are as mentioned below:

**1. SPECIFICATION AND SAFETY REQUIREMENT OF THE AIRCRAFT:**

- 1.1. The Aircraft must have at least two engines.
- 1.2. Seating capacity should not be less than 8+2 in aircraft in VIP configuration (specially 8 clear seats for Government).
- 1.3. The Aircraft must be well equipped and fulfilling Instrument Flight Rules (IFR).
- 1.4. The aircraft should also have all other required mandatory features for VIP operation, such as Dual Communication and Navigation System, Weather Radar, Cockpit Voice Recorder (CVR), Flight Data Recorder (FDR), Dual Mode Transponder, Auto Pilot, Global Positioning System (GPS) etc.
- 1.5. The Rotor Craft should have Air-conditioning system and Cabin interior should be well furnished for VIP operation.
- 1.6. The operator shall ensure that the aircraft offered is kept well maintained in optimal flying condition during the lease period meeting all mandatory requirements for VIP flying as prescribed by DGCA from time to time.

**2. STATION:**

- 2.1. The Aircraft will be stationed at Guwahati in the case of Wet Lease basis and fly to any destination as per the direction of ATDC (within a 24 hour notice).
- 2.2. In the case of rental for a specific journey then the Operator have to ensure to provide the Aircraft from the nearest destination for flying the said journey as per the direction of ATDC (within a 24 hour notice).

**3. BASE:**

- 3.1. The operator shall have / arrange a base maintenance facility at Guwahati during the period of Wet Lease with ATDC.
- 3.2. The base maintenance approval for the bases for carrying out maintenance of the proposed Aircraft to be used for VIP flight commitments shall be obtained from DGCA by the operator.
- 3.3. The base facility, if not already available, shall have to be established within 30 days of the actual signing of the lease agreement.

**4. SUBSTITUTE AIRCRAFT:**

- 4.1. If the dedicated Aircraft is not available due to any factor beyond the control of the operator, a substitute Aircraft of equal merit and configuration shall be provided by the operator.
- 4.2. The substitute Aircraft so provided shall also be of the same class and should not be more than 10 years old.
- 4.3. Failure to provide such a substitute Aircraft shall be treated as default in service attracting suitable penalty as may be provided in the lease agreement.

**5. SCHEDULED INSPECTION:**

- 5.1. A Maximum of two days in a month will be allowed for scheduled inspection and maintenance of the Aircraft.
- 5.2. The operator will intimate the dates in writing at least 10 days in advance to ATDC.

**6. NON-AVAILABILITY OF THE AIRCRAFT:**

- 6.1. The operator shall ensure that the Aircraft offered is available on all days in a month for VIP operation.
- 6.2. In case the Aircraft is not available for any day excepting for scheduled inspection stated above, the operator shall make arrangement for a substitute Aircraft.
- 6.3. If the operator fails to make such arrangement, double the proportionate amount of the fixed monthly charges will be deducted for the days the operator fails to provide the Aircraft for operation.

**7. TENURE (DURATION) OF LEASE:**

- 7.1. The hiring will be for one year on Wet Lease basis with minimum guaranteed flying for twenty hours a month.
- 7.2. The lease tenure shall commence from the date of execution of the lease agreement and shall remain valid for one year unless terminated earlier.
- 7.3. Lease can be renewed further by ATDC with the consent of the operator on terms and conditions as mutually agreed upon.

**8. TERMINATION OF LEASE:**

- 8.1. Either party, i.e. ATDC or the operator can terminate the lease at any time by giving one month's notice or payment of the one month's Fixed Monthly Charges to the other party in lieu of such notice.
- 8.2. However, in case the operator terminates the lease he will not be eligible for the demobilization charges, if any, from Guwahati to his base.

**9. ELIGIBILITY CRITERIA:**

9.1. In order to be eligible for consideration, the bidder should be fulfilling all the requirements as indicated below:

- 9.1.1. The bidder should be a legal entity registered in India or outside India under their respective legislations.
- 9.1.2. The Bidder should be original **Scheduled Operator / Non Scheduled Operator / Leasing Agencies (Provider)** of the Aircraft or its authorised representative.
- 9.1.3. The Bidder should not have been debarred to participate in the Bid by the Government of India / Government of Assam or any other State Government in India or any of its Undertaking, Corporation, and Board or should not have been barred by any law.
- 9.1.4. Should have at least 3 serviceable twin engine Aircrafts in its fleet.
- 9.1.5. The Aircraft offered should not be more than 5 years old and should not have completed more than 2500 flying hours.
- 9.1.6. Should have experience of operating Aircraft for at least 5 years.
- 9.1.7. Should have its own maintenance facility.
- 9.1.8. Should have pilots qualified for flying VIPs as per DGC Anorms.
- 9.1.9. Should have PAN of Income Tax. & GST number.

**10. PILOT:**

10.1. The Aircraft must be flown by two experienced pilots having the required qualifications, rating and experience as prescribed by DGCA from time to time.

**11. TRAINING AND TECHNICAL SUPPORT:**

11.1. All necessary trainings prescribed by the DGCA for the operational and technical personnel must be provided at the cost of Operator.

**12. SAFETY NORMS:**

12.1. The operator shall abide by all safety norms as prescribed for VIP operations by the DGCA from time to time.

**13. SUBMISSION OF PROPOSAL:**

13.1. The proposal must be submitted in two separate sealed envelopes one containing the Technical Bid being superscripted "A: TECHNICAL BID" (along with documents & other Annexures) and the other containing the Financial Bid being superscripted "B: FINANCIAL BID"(Annexure IV). Both sealed cover envelopes must be sealed in another cover envelop. This sealed cover envelop should be superscripted with the words "BID FOR HIRING OF AIRCRAFT ON WET LEASE BY ATDC". The sealed cover envelop should be addressed to: **The Managing Director, Assam Tourism Development Corporation Ltd., Asom Paryatan Bhawan, 4th Floor, A. K. Azad Road, Paltanbazar, Guwahati – 8.**

The complete Bid including technical and financial Bid must be receive by the Managing Director, Assam Tourism Development Corporation Ltd., Asom Paryatan Bhawan, 4th Floor, A. K. Azad Road, Paltanbazar, Guwahati – 8 before 2.00 P.M. on 28.09.2018. In the event of specified date for the submission of bids declared as holiday on the day of receive of bids as specified the bids will be receive and open on the next working day in the same time and venue.

13.2. The Bid proposal submitted by the bidders shall be opened at 3.00 P.M. on the same day as indicated above by the Tender Committee Meeting constituted this specific Bid by the Government. Interested bidders may remain present at the time of opening of the bid documents either in person or through their authorized representatives.

**14. BID VERIFICATION:**

14.1. The ATDC reserve the right to verify all statements, information and documents, submitted by the Bidder in response to the Bid. Any such verification or lack of such verification by the ATDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the ATDC there under.

14.2. The aircraft, operation and maintenance crew shall be based at Guwahati during the lease period and accommodation/ transportation and other charges in their respect shall be the responsibility of the Provider.

**15. MULTIPLE BIDS:**

15.1 Each Bidder shall submit only one (01) Bid, in response to this Bid. Any Bidder, who submits more than one Bid, will be disqualified.

**16. COST OF BID PREPARATION:**

16.1. The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in the Bidding process. ATDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

16.2. It would be deemed that by submitting the Bid, the Bidder has received all relevant information requested from the ATDC.

16.3. The ATDC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

**16. (A) COST OF BID DOCUMENT :-**

The Bidder has to submit cost of bid document Rs. 10,000.00 in the form of Bank Draft / Banker Cheque issued by any nationalized / scheduled bank payable at Guwahati drawn in favour of Managing Director, Assam Tourism Development Corporation Ltd., Paltanbazar, Guwahati-781008.

**17. AMENDMENT OF BID DOCUMENT:**

17.1. At any time before the deadline for submission of Bid, ATDC may, for any reason, whether at its own volition or in response to a clarification requested by a prospective Bidder in the Pre Bid meeting modify the tender by amendment.

17.2. Any amendments / modifications to the Bid Document, which may become necessary for any reason, shall be through issue of addendum(s) to the Bid which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s)").

17.3. All prospective Bidders who attend the pre-bid meeting shall be informed of such Addendum(s) in writing by E-mail or Registered post and the contents, terms and conditions of all such Addendum(s) shall be binding on Bidders.

17.4. If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, ATDC, reserves the right to extend the deadline for the submission of Bids. However no request from the prospective Bidder(s), shall be binding on the ATDC for the same.

17.5. If any Addendum (s) made can be found at [www.assamtourisonline.com/tender.html](http://www.assamtourisonline.com/tender.html) and will be available at the office of the undersigned during office hours.



**18. MODIFICATION AND WITHDRAWAL OF BID:**

- 18.1. Modification or withdrawal of the Bid once submitted shall not be permissible.
- 18.2. After opening of the Technical Bid no new condition will be acceptable.

**19. BID REJECTION**

- 19.1. Bid(s) shall be liable for rejection by ATDC in following circumstances.
  - 19.1.1. Conditional bids.
  - 19.1.2. The Bid is non-responsive.
  - 19.1.3. Bid is received after the due date (late Bid).
  - 19.1.4. False or concealment or misrepresentation of facts in the bid.
  - 19.1.5. Bidder whose proposed product (Aircraft) fails to meet the required Technical Criteria for eligibility set out in clause 12 of this Bid document.
  - 19.1.6. If on evaluation the ATDC observes that the aircraft does not fulfil the requirement of the Government of Assam the Technical Bid may be rejected.

**20. BID SECURITY:**

- 20.1. The Bidder has to submit a Bid Security denominated in Indian Rs. 5,00,000/- (Indian Rupees Five Lakhs only) in the form of Fixed Deposit Receipt/ Term Deposit Receipt issued by any Nationalized / Scheduled Bank drawn in favour of "Managing Director, Assam Tourism Development Corporation Limited" payable at Guwahati or Bank Guarantee, issued by a scheduled commercial bank in India in the form provided in Annexure-X and valid for 45 days beyond the validity of the bid.
- 20.2. Any bid from a Bidder, not secured in accordance with the provisions stated above will be summarily rejected by the Purchaser, as non-responsive.
- 20.3. Discharge of Bid Security of unsuccessful Bidder(s): The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the contract with the Successful Bidder.
- 20.4. Discharge of Bid Security of Successful Bidder(s): The Bid security of successful bidder shall be retained as interest free security till its replacement by the Performance Security. The Successful Bidder shall be required to furnish a performance Security on or before the date of signing the contract.
- 20.5. Forfeiture of Bid Security: The Bid security of a Bidder shall be forfeited in the following events:
  - 20.5.1. If a Bidder withdraws or amends the bid during the period of Bid validity or,
  - 20.5.2. In the case of a Successful Bidder, if the Bidder fails to sign the contract.
  - 20.5.3. In the case of any other situation as may be specified in the Bid document.
  - 20.5.4. In case of successful Bidder, fails to submit the Performance Security
  - 20.5.5. In case of misrepresentation or submission of false and fabricated documents along with the Bid.

**20 (A). BID VALIDITY :**

Bids shall remain valid for a period not less than 180 days after the dead line date for bid submission specified in bid.



**21. SIGNING OF CONTRACT:**

- 21.1. Bidders should note that in the event of acceptance of its Bid, the successful Bidder would be required to execute the Wet Lease Agreement in accordance with terms and conditions contained herein, in the form to be shared later, with such modifications thereto/therein as may be mutually agreed upon by the ATDC and the Bidder.
- 21.2. It is clarified that the issuance of the LoA shall be followed by signing of the contract (as aforesaid) for timely supply of the product (Aircraft).

**22. AWARD OF CONTRACT:**

- 22.1. The bidder whose total cost quoted in the Financial Bid is adjudged to be the lowest amongst the short listed Bidders shall be considered as the preferred bidder for the award of contract.

**23. PERFORMANCE SECURITY**

- 23.1. The successful Bidder shall furnish a Performance Security (in the format of Annexure XI) in the form of a Bank Guarantee issued by a Scheduled Commercial Bank in favour of Bid Inviting Authority for an amount of Rs 10,00,000/- (Indian National Rupees Ten Lakhs only). The Bank Guarantee shall be as per the format given "Annexure XI" shall remain valid for one year & shall be renewed before the expiry of the term of agreement exceeds its validity.
- 23.2. Performance Security shall be submitted alongwith the signing of Agreement, failing that the Bid Security may be forfeited.
- 23.3. If the Provider violate any of the terms and conditions of the Agreement, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Authority, in addition to termination of the Agreement. If the agreement is not terminated the bank guarantee shall be made good by provider to the extent it is forfeited.
- 23.4. After the completion of the Agreement, The Authority will release the Performance Security to the Provider within seven working days.

**24. TECHNICAL BID:**

- 24.1. The requisite information, documents, Bid security, Cost of Bid document and all Annexures except Annexure IV.

**25. THE FINANCIAL BID:**

- 25.1. The requisite information and documents as mentioned at Annexure IV.

**26. PAYMENT:**

- 26.1. Payment shall be made on a monthly basis on submission of Bills with user certificate and supporting documents in respect of any other charges claimed.

**27. CONSEQUENCES OF DEFAULT IN SERVICE:**

- 27.1. Any default in service as indicated in this document and/ or the lease agreement shall enable the State Government to terminate the lease upon which the operator shall not be entitled to demobilization charges, if any, apart from taking other penal actions as per the lease agreement.

**28. EVALUATION OF BIDS:**

There will be two Committees viz. Evaluation Committee and Tender Committee notified by ATDC and Govt. respectively.

- 28.1. The Technical Bids of all bidders contained in the covers superscripted as "A: Technical Bid" shall be opened first and placed before the Evaluation Committee.
- 28.2. All the Technical Bids shall be scrutinized by an Evaluation Committee. The Evaluation Committee shall prepare a broadsheet of all relevant technical features submitted by different bidders for consideration and evaluation by the Evaluation Committee.
- 28.3. Financial Bids contained in the covers superscripted "B : Financial Bid" of only those bidders whose Technical Bids are accepted by the Evaluation Committee shall be opened for evaluation.
- 28.4. The Tender Committee shall, upon consideration of the offers, recommend the offer of anyone or more bidders for acceptance. The Tender Committee may also recommend or not to accept any offer placed before the Committee.
- 28.5. The subjective satisfaction of the Tender Committee with regard to any matter connected to this bid cannot be called in question by any bidder.
30. The authority reserves the right to reject any or all offers without assigning any reason thereof.
31. Any dispute arising out of this bid shall be limited to the jurisdiction of Guwahati.



Managing Director  
Assam Tourism Development Corporation

No. ATDC.2904/2017/Pt-I/

Date: 07/09/2018

Copy to:-

1. The Personal Secretary to the Hon'ble Minister of Tourism, Govt. of Assam, Guwahati-6
2. The Principal Secretary to Chief Minister, Assam, Dispur, Guwahati-6.
3. The Principal Secretary to General Administration Department, Dispur, Guwahati-6.
4. The Principal Secretary to Transport Department, Dispur, Guwahati-6.
5. The Principal Secretary, Finance Department, Dispur, Guwahati-6.
6. The Principal Secretary, Tourism Department of Tourism, Dispur, Guwahati-6
7. The Director of Tourism, Station Road, Guwahati -1



Managing Director  
Assam Tourism Development Corporation

NOTICE INVITING TENDER FOR HIRING OF AIRCRAFTON WET LEASE/RENTAL

ANNEXURE – III

*Qualification Information of Bidder (Technical Part)*

(To be filled by Bidder)

1.	Contact individual (along with Contact details)	:	
2.	Designation & Organization of the bidder	:	
3.	PAN No.	:	
4.	GST No.	:	
5.	Trade License No.	:	
6.	Labour License No.	:	
7.	Profile / Credentials (Nos. of pages attached)	:	
8.	No of years of Experience	:	
9.	Past experience of similar Works / Services in Govt. / PSU or Private Companies (Nos. of Work Order etc.)	:	
10.	Report on the financial standing of the bidder such as profit and loss statement and Audit report for the last 5 years.	:	
11.	<b>COST OF BID DOCUMENT</b> (In the form of Bank Draft / Banker Cheque issued by any nationalized / scheduled bank payable at Guwahati drawn in favour of Managing Director, Assam Tourism Development Corporation Ltd., Paltanbazar, Guwahati-781008)	Amount	₹ 10,000.00
In the form of			
No. & Date			
Bank			
12.	<b>DETAILS OF BID SECURITY</b> (In the form of Fixed Deposit Receipt/ Term Deposit Receipt issued by any Nationalized / Scheduled Bank drawn in favour of "Managing Director, Assam Tourism Development Corporation Limited" payable at Guwahati or Bank Guarantee, issued by a scheduled commercial bank in India in the form provided in Annexure-X and valid for 45 days beyond the validity of the bid.)	Amount	₹ 5,00,000.00
IN the form of			
No. & Date			
Bank			
12 (A)	If, Bid Security is not applicable of the bidder, why?	:	

The Technical Bid must contain the following documents:

(The related documents/copy of certificates must be furnished serially in the order as mentioned below and mark  on the blank box)

- Profile of the Company.
- Detailed technical specification of the Aircraft to be offered for hiring. (Also indicate the Regd. No., year of manufacture, manufacturer's name, number of flying hours completed in respect of the Aircraft to be offered on hire).
- Details of other twin-engine Aircrafts having good operational capability, reliability and easy maintainability characteristics available at the disposal of the operator.
- Current Certificate of Airworthiness for the Aircraft offered with all mandatory modifications complied with submission of requisite document from the competent authority.
- Proof that Aircraft offered is equipped with dual radio communication and navigation equipment.
- Proof that Aircrafts offered are equipped with ILS Localizer glider path and marker receivers for safe landing.
- Proof of the operator holding valid (NSOP) Non Schedule Operator Permit issued by DGCA, Govt. of India.
- Proof of availability of maintenance facility as per DGCA requirement.
- Copy of Certificate of incorporation issued by Registrar of Company.
- Details of company strength relating to i) No. of qualified Pilots for flying VIPs as per DGCA norms and ii) No. of Licensed Aircraft Maintenance Engineers
- Details of past performance in providing similar Aircraft services on hire during the last five years (Provide the details like name & address of the Organization to which such hiring services have been provided, date of assignment, value of the assignment etc. with copies of the work orders/agreements in support of the past performance).
- Report on the financial standing of the bidder such as profit and loss statement and Audit report for the last 5 years.
- Copy of PAN Card.
- Copy of GST certificate.
- The Company should have accident free record for last 1 year.
- NOC for operation, Insurance of the crew passenger of Aircraft. (format attached)
- Company responsible for Accommodation & Transportation anywhere within the State.
- Cost of Bid document Rs. 10,000.00(Non-Refundable)
- Bid Security deposit Rs. 5.00 lakh (Refundable)

Seal & Signature of the Bidder



NOTICE INVITING TENDER FOR HIRING OF AIRCRAFTON WET LEASE/RENTAL

ANNEXURE – IV (A)  
**Financial Bid (For Wet Lease Basis)**

(To be filled by Bidder)

Contact individual					
Designation					
Organisation					
Bid specification	Amount	CGST	SGST	IGST	Total
a) Fixed Monthly Charges: (₹) (Inclusive of 20 hours of flying free of flying charges)					
b) Hourly Flying Charges (₹.) **[Charges per hour of flying of the Aircraftbeyond 20 hours Free flying in a month indicated at (a) above.]					
<b>Total =</b>					

(Rupees .....) only

Seal & Signature of the Bidder

*An*

NOTICE INVITING TENDER FOR HIRING OF AIRCRAFT ON WET LEASE/RENTAL

ANNEXURE – IV (B)

**Financial Bid (For Rental Basis for a specific Journey)**

(To be filled by Bidder)

Contact individual					
Designation					
Organisation					
Bid specification	Amount	CGST	SGST	IGST	Total
a) Mobilisation /Demobilisation Charges(₹.)					
b) Hourly Flying Charges (₹.)					
<b>Total</b> =					

(Rupees ..... ) only

Seal & Signature of the Bidder



**COVERING LETTER**  
(On the firm's letter head)

To,  
The Managing Director,  
Assam Tourism Development Corporation Limited  
AsomParyatanBhawan, 4<sup>th</sup> Floor  
A.K. Azad Road, Paltanbazar, Guwahati-781008

Ref: **Wet lease and Rental of Twin Engine Turbine of Aircraft for Assam Tourism Development Corporation Limited**

Sir,

With reference to your Bid Document dated ....., I have examined all relevant documents and understood their contents, hereby submit our Bid for Wet-Lease and Rental of Twin Engine Turbine Aircraft. The Bid is unconditional and unqualified.

1. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying this Bid are true copies of their respective originals.
2. I shall make available to the ATDC any additional information it may deem necessary or require for supplementing or authenticating the Bid.
3. I acknowledge the right of the ATDC to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I declare that I have examined and have no reservations to the Bid Documents, including any Addendum issued by the ATDC;
5. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the bidder, without incurring any liability to the Bidder.
6. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the ATDC [and/ or the Government of India, Assam Tourism Development Corporation Limited] in connection with HIRING OF AIRCRAFT ON WET LEASE/RENTAL or in connection with the Selection Process itself.
7. The Bid Security of Rs. 5,00,000.00 (Rupees Five Lakhs only) in the form of Fixed Deposit Receipt/ Term Deposit Receipt / Bank Guarantee is attached in accordance with the Bid document.
8. I agree and understand that the Bid is subject to the provisions of the Bid document. In no case, shall I have any claim or right of whatsoever nature if the HIRING OF AIRCRAFT ON WET LEASE/RENTAL is not awarded to us or our Bid is not opened or rejected.
9. I agree to keep this offer valid for 180 (one hundred eighty) days from the Bid Due Date specified in the Bid.
10. A Power of Attorney in favour of the authorised signatory to sign and submit this Bid and documents is attached herewith in Annexure-IX.
11. In the event of my firm being selected as the preferred Bidder, I agree to enter into a Contract in accordance with the terms and conditions of this Bid.
12. The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us.
13. I agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I submit this Bid under and in accordance with the terms of the Bid Document.

I am enclosing our Bid including other required information of the Bid Document and the Financial Bid for your evaluation.

Dated this.....Day of....., 2018

Name of the Bidder

Signature of the Authorized person



**ANNEXURE -V**

(To be submitted online with Technical Bid printed on the Provider's letter head)

**CERTIFICATE OF AIRWORTHINESS/ AIRWORTHINESS REVIEW  
CERTIFICATE**

(In compliance of para 4.9 of CAR, Section 3, Air Transport, Series C, Part X Rev 2, dated 27<sup>th</sup> June 2016)

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

A copy of same is being enclosed for ready reference.

Date:

(Name /Signature)

Place:

(Accountable Manager / Quality Manager)





**ANNEXURE – VI**

(To be submitted with Technical Bid printed on the Provider's letter head)

**CERTIFICATE OF INSTALLATION OF TWIN TURBINE ENGINES**

(In compliance of para 4.2 of CAR, Section 3, Air Transport, Series C, Part X Rev 2, dated 27<sup>th</sup> June 2016)

This is to certify that VT\_\_\_\_\_ (registration of aircraft) is fitted with jet turbine engine serial number\_\_\_\_\_ (left-hand engine) and serial number \_\_\_\_\_ (right-hand engine).

Date:

(Name /Signature)

Place:

(Accountable Manager/ Quality Manager)



ANNEXURE -VII

**CERTIFICATE SHOWING COMPLIANCE OF QUALIFICATION**

(In compliance of para 6.15 of CAR, Section 3, Air Transport, Series C, Part X Rev 2, dated 27<sup>th</sup> June 2016)

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

**OPERATION BY AIRCRAFT** : VT – (Registration)

- 1. Name of Pilot-in-Command :
- 2. Air Line Transport Pilot's Licence (A)/  
Commercial Pilot's licence (A) :
- 3. Valid till :
- 4. Instrument Rating Valid till :
- 5. Flying Experience (all columns must be filled)

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

\* Note:- In case 30 hrs. decency during the last 6 months is not met with, then in the last 30 days, a satisfactory Skill Test (as required for licence renewal) shall be carried out followed by 5 hrs. of PICexperience.

Date:  
Place:

(Name/Signature)  
(Accountable Manager Operational Manager)

**ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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 the instant Bid.

Dated this.....Day of....., 20.....

Name of the Bidder

.....

Signature of the Authorized person

.....

Name of the Authorized person



ANNEXURE – IX

**POWER OF ATTORNEY FOR  
SIGNING/SUBMISSION OF BID**  
(On Non judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, we .....(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) 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 for wet lease of twin engine turbine aircraft for Assam Tourism Development Corporation Limited including signing and submission of all documents and providing information/responses to Managing Director, Assam Tourism Development Corporation Limited representing us in all matters before Managing Director, Assam Tourism Development Corporation Limited and generally dealing with Managing Director, Assam Tourism Development Corporation Limited in all matters in connection with our Bid for the HIRING OF AIRCRAFT ON WET LEASE and RENTAL.

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

For.....

(Signature)

(Name, Title and Address)

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as are solution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However this requirement is exempted to all those countries who are signatories to the "Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, the Apostille Convention, or the Apostille Treaty".*



ANNEXURE - X

Format for Bid Security (Bank Guarantee)  
**FORMAT FOR BANK GUARANTEE FORMAT FOR BID SECURITY**  
(To be valid for 180 days from the Bid Due Date) UNCONDITIONAL AND  
IRREVOCABLE BANK GUARANTEE

To  
The Bid Inviting Authority

Whereas (insert the name of the bidder) (hereinafter called the "Bidder") has submitted its Bid dated (insert date) for wet lease of twin engine turbine aircraft for Assam Tourism Development Corporation (hereinafter called the "Bid") against the Bid (Insert Bid reference number) issued by Managing Director, Assam Tourism Development Corporation (hereinafter called "Authority").

Know all persons by these presents that we (insert name of the bank) of (insert address of the bank) (Hereinafter called the "Bank") having our registered office at (insert regd. office address of bank) are bound unto <insert the name and address of the procuring authority> (hereinafter called the "Authority") in the sum of (insert guarantee amount) for which payment will and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of its validity:-
  - a) Fails or refuses to furnish the performance security for the due performance of the contract. or
  - b) Fails or refuses to accept/execute the contract. or
  - c) If it comes to notice that the information/documents furnished in its Bid is incorrect, false, misleading or forged

We undertake to pay the Authority the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity and any demand in respect thereof should reach the Bank not later than the above date.

only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

\* the Branch of the bank should be at Guwahati.

Signature of the Authorised Officer of the Bank)

Name and Designation of the Officer

Seal, name & Address of the Bank and the Branch



**ANNEXURE -XI**

(Scan copy should be submit Online and hard copy should reach TIA)

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE**

**SECURITY** Issuing Bank: [insert: Bank's Name, and Address of Issuing Branch or  
Office] Beneficiary: [insert: Name and Address of Authority]

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

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

We have been informed that [insert: name of the Awardee] (hereinafter called "the Supplier") has entered into Contract No. [Insert: reference number of the contract] dated \_\_\_\_\_ with you, for supply of..... (Hereinafter called the "Bid"). Further more, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [insert: name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] (Rs\_\_\_\_) [insert: amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

This guarantee shall be valid until the..... Day of ..... , 20.....

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Our..... branch at..... (Name & Address of the ..... branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....branch a written claim or demand and received by us at our .....branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

\_\_\_\_\_  
[Signature(s)]

Signature of the Authorised Officer of the Bank)  
Name and Designation of the Officer  
Seal, name & Address of the Bank and the Branch

