

**Administration of U.T. of Daman & Diu,
Civil Aviation Department,
Secretariat, Daman.**

No. DS/CIVIL-AVIATION/AIR/2018-19/62

Dated: - 08/02/2019

CORRIGENDUM

Subject: - Extension of Bid Due date for “PROVIDING INTRA-UT AIR SERVICES & INTER-STATE AIR CONNECTIVITY WITH GUJARAT (ON-SHORE)”

This is with reference to the tender notice No. DS/CIVIL-AVIATION/AIR/2018-19/19, dated: - 22/01/2019 (**Tender ID: - 2019_Daman_222_1**). In this regard, the Bid Due Date/ last date of submission of TENDER DOCUMENT (the “Bid Due Date”) is **extended to 22/02/2019 till 15:00 hrs.**

Opening of Bids on Bid Due date is extended to **22/02/2019 till 17:00 hrs.**

Sd/-
Deputy Secretary,
Civil Aviation,
Daman and Diu.

CORRIGENDUM -1

No. DS/CIVIL-AVIATION/AIR/2018-19/66

Dated: - 15.02.2019

"Intra-UT air services & Inter-State Air Connectivity with Gujarat (on-shore)"

Response of Civil Aviation Department to Pre-Bid Queries - Tender No. DS/CIVIL-AVIATION/AIR/2018-19/19, dated: - 11/01/2019.

The bidders are requested to note the following responses to the queries received during the pre-bid meeting held on 21/01/2019 as below:

Sr. No.	Clause No. of Tender document	Suggested criteria as per industry practise (Suggested by participant during the pre-bid meeting)	Authority's response
01.	Sub clause no. 11 (B) (2) (a) of clause 11	As per the financial structure and global Practice, positive networth is not possible for airline operator in initial period of 10-12 years. As per industry practice and other government projects, criteria shall be towards turnover limit to participate in bid.	No change is proposed.
02.	Sub clause no 17.2 of clause 17	Mobilisation advance should be given against This bank guarantee to avoid financial crisis to small operators as per industry standards and other government projects. Furthermore, format for Bank Guarantee should also be given by government.	No change is proposed.
03.	Sub clause no. A(b) of clause 11.	Majority of aircrafts are operated on lease basis due to global financial criteria's and industrial trend, so those bidders Who have aircraft available even on lease which can cover whole agreement period shall be allowed to bid.	Amended as: The bidders should own atleast two AirCrafts or have the same on lease.
04.	Sub clause no. A(c) of clause 11.	Due to recent global demand and exposures at Larger stage, senior position keep on rotation, hence this should be kept as 1 year.	Amended as: Minimum 02 person having 3 years of experience in senior position in the company or other similar company in the same capacity.
05.	Sub clause no. A(d) of clause 11.	Aviation sector is growing in India from recent few years and many companies and Directors are newly appointed, hence the establishment of company as a whole shall be considered rather than considering Director/Shareholder experience	Amended as: Major shareholders or Director should have 5 years experience in Aviation or the Aviation company should have been

			established and operational for more than 5 years.
06.	Sub clause no. B(1)(b) of clause 11.	Average aircrafts life is 12000 to 15000 hours which does not directly depend on years, so aircrafts hours should be the criterion and approval of DGCA for airworthiness shall be criterion.	Amended as: Aircraft should not be more than 10 years old and, must have a valid Airworthiness certificate issued by DGCA as per their guidelines.
07.	Sub clause no. 18.1 of clause 18.	Fuel price and Maintenance is the major component of cost in any airline and it is increasing on routine basis. In line with other government projects, fuel Escalation shall be allowed on actual basis without any upper limit.	No change is proposed.
08.	Sub clause no. (b) of clause 8 under obligations of DCADD.	Currently VAT is applicable on fuel but in future it is most likely to be covered under GST or any other tax act. Hence, any tax levied by UT/State on fuel shall be refunded throughout the agreement period. or as an alternative option being followed in UDAN scheme towards non levy of vat by UT/State by way of issue of circular from State/UT should also be adopted.	Amended as: Exemption on VAT for ATF shall be considered as per VAT Regulation applicable in the UT.
09.	Sub clause no. 18.5 of clause 18.	Agreement period shall be Kept at 3 years with extension of 2 years and Revision of rates and other terms at the time of extension	No change is proposed.
10.	Sub clause no. B (1) (a) of clause 11	The criteria to be Elaborated with reference to NSOP remaining validity will be considered or first issue date of NSOP will be considered	No change is proposed.
11.	Sub clause no. 18.7 of clause 18.	In which form, the proof is to be attached? It seems that undertaking may be sufficient for this Marking criteria because proof can only be possible when such situation Occurs and there is Demand from passenger during those days.	Note: As per the Tender document a third Aircraft is to be deployed within 72 hours of grounding of both the Aircraft and not after 72 hours as claimed by the representatives during pre-bid meeting. Amended as: A third Aircraft is to be deployed within 72 hours in case of grounding of both the Aircrafts deployed by the operator and an undertaking to this effect to be submitted by the bidder with the tender.
12.	Sub clause	Method of its valuation Should be elaborated, if	No change is proposed.

	no. B (3) of clause 11.	possible	
13.	Sub clause no. 11 (B) (2) (b) of clause 11.	Method of its valuation should be elaborated, if possible because in capacity criteria current year provisional turnover is also being included which will lead to confusion	No change is proposed.
14.	Sub clause no B (2) of clause 11.	As mentioned above, networth criteria shall be removed	No change is proposed.
15.	Sub clause no C of clause 11.	Whether the same to be submitted anywhere by online or offline mode along with bid?	No change is proposed.
16.	Sub clause no 18.1 of clause 18.	Timing is variable on every flight based on weather, AIR traffic, ATC approval and many other factors. Hence it cannot be determined accurately in advance. Further more, calculating average rate and other factors are complex in nature and will lead to ambiguity for government and bidder in a long run. We suggest bidding quote on per hour basis irrespective of the sector and flight time as per other similar government projects wherein bidder shall submit actual flying data to claim the subsidy	No change is proposed.
17.	Sub clause no. 6.11 of clause 6 under obligations of the operator.	The operation should be allowed based on passenger demand irrespective of flying hours limitation so as to cater esteemed citizen of the UT/State at large. Further, there is no clarity over upper limit of subsidy hours in a month, if any.	Amended as: Minimum 120 Hours flying to be completed on Monthly basis to be eligible for subsidy, subject to the condition that there is no cancellation of flight on account of zero passengers on both sides of a sector. i.e. for example, only if there is no booking between A and B as well as between B and A, would it be treated as Zero (0) passengers booked.
18.	Sub clause no 18.3 of clause 18.	Number of free tickets and method of their booking and approving authority should be mentioned in tender document. Further, tickets shall be made available on first come first	Amended as: Two (02) seats shall be reserved for "Government Quota" against payment of applicable fare and such seats may be released for public booking

		serve basis and no special quota to be allocated	only 24 hours before the flying time, if there is no booking made under Government Quota.
19.	Sub clause no. 18.10 of clause 18.	As per the regulatory norms, fire and ambulance is basic and necessary facility for operation of the aircraft, considering this, UT shall make its arrangement in coordination with local regulatory body without any charges.	Amended as: Landing charges to be paid as may be applicable.
20.	Sub clause no. 18.11 of clause 18.	Government should arrange and co-ordinate for these facilities. However, charges can be recovered from operator on actual cost basis.	Amended as: Charges for basic amenities to be paid by the operator, as may be applicable.
21.	Appendix III	The criteria should be elaborated	No change is proposed.
22.	Appendix IV	The criteria should be elaborated as there is ambiguity between audit Report of 3 years or 5 years.	No change is proposed.
23.	Sub clause no. 6.2 (6.2.2) of clause 6 under obligation of the operator.	There is conflict between 2 routes and 2 sectors hence the criteria should be elaborated	Amended as: The said clause stands deleted.
24.	Sub clause no. 6.2 (6.2.1) of clause 6 under obligation of the operator.	As explained above, the Operations shall be allowed based on demand from esteemed citizens from time to time. Hence this criterion shall be removed, else operator will be forced to operate on sectors irrespective of passenger demand which will lead to waste of scare resources such as Fuel, Environment etc. and loss will be incurred to operator and government both by way of waste of money.	No change is proposed.
25.	Sub clause no. 7.2 of clause 7 under operational efficiency.	As per DGCA norms, NSOP holder is not allowed to publish flight time hence this clause shall be removed to avoid clashing with DGCA norms.	Amended as: Teclog to be shared on daily basis.

26.	Sub clause no. C of clause 8 under obligation of DCADD.	Government Should Allocate fixed budget to this special initiative being ran by them so as to attract more citizens to take benefit of this initiative. Government shall allot funds to operator for active campaigning or Government should determine the ration of sharing the expense incurred by operator so that public at large can be benefitted in long run.	No change is proposed.
27.	-	The hanger should be maintained as per the DGCA norms for smooth maintenance activity and the charges should be elaborated, if any.	No change is proposed.
28.	-	Operator shall be given exclusivity on the bid Routes During the Agreement period. Furthermore, any UT or Central or State government scheme such as UDAN, RCS etc. Shall not effect this agreement Irrespective of the conditions of the said scheme. Operator shall be given agreed subsidy irrespective of any other scheme until completion of agreement period and this agreement shall not be cancelled due to any such scheme or Norms at any point of time.	No change is proposed.

Note: - The bidders should note that the rest of the contents mentioned in the Tender Document will remain unchanged.

Sd/-
Deputy Secretary,
Civil Aviation Department,
Daman and Diu.