



# **TRAVANCORE DEVASWOM BOARD**

SABARIMALA DEVELOPMENT PROJECT, PATHANMATHITTA-689 645,

Ph:-9447173578

## **NOTICE INVITING EXPRESSION OF INTEREST (EOI) ( second call)**

**For the selection of helicopter service operators at Nilackal  
helipad to Facilitate Sabarimala Pilgrimage**

No.SDP/EE/EOI-04/2021-22

Date : 21/12/2021

**NOTICE INVITING EXPRESSION OF INTEREST (EOI) (Second call)**

I.TDB invites Expression of Interest offers from authorized firms for the selection of helicopter service operators at Nilackal helipad to Facilitate Sabarimala Pilgrimage as per schedule as under:

Name of Work	: For the selection of helicopter service operators at Nilackal helipad to Facilitate Sabarimala Pilgrimage
Client /Owner	: Travancore Devaswom Board
Brief Scope of Work	: For the selection of helicopter service operators at Nilackal helipad to Facilitate Sabarimala Pilgrimage
Period of operation	: 3 Years
Non – refundable cost of Tender/Bid Document	: <b>Rs.10,000 + (GST Rs. 1,800/-)</b> in the form of DD favour of Executive Engineer, SDP, Pathanamthitta
Last date and time of submission of bid	: <b>Up to 5.00 PM on 30/12/2021</b>
Date & time of opening Technical Bid	: <b>On 31/12/2021 at 11.00AM</b>

The tender document can be downloaded from the website [www.travancoredevaswomboard.org](http://www.travancoredevaswomboard.org)

“Corrigendum, if any, would appear only on the TDB website and not be published”.

**Terms and Conditions**

The interested firms for participation in the tender must accept the below terms and conditions:

1. The Bidders shall submit a firm offer for leasing Nilakkal Helipad for a minimum period of 3 years.

2. Upon commencing (hereinafter referred to as 'Operator') shall obtain all the clearances from all government authorities/ agencies/ departments that may be required to lawfully operate in a smooth manner and to ensure the safety of passengers.
3. The operator shall facilitate helicopter pilgrimage services to Sabarimala from all over India.
4. The Initial Period of license shall be for a period of three years. The operator shall accept and adhere to all the terms and conditions laid down by TDB, and enter into an agreement with TDB in the form prescribed by TDB, for the initial lease term of three years within 15 days from the date of award of the Contract; failing which the EMD in full (i.e. Rs. 5 Lakh) shall be forfeited and credited to the Account of the TDB. Besides, such a bidder shall be blacklisted for a period of three years. On the day of signing of the Agreement(s), the Operator shall hand over to TDB, a security deposit of Rupees 5 lakhs
5. The operator shall carry out the helipad operations daily, with least inconvenience to the Pilgrims and Helicopter operators subject to fair weather conditions and clearance by the ATC.
6. Operator will strictly comply with all the DGCA rules and regulations.
7. TDB will reserve the right to impose penalties on the operator in case any violations are found.
8. The Operator shall have to comply with the following requirements during its operations:
  - a. Establish a Standard operating procedure for helicopter operations to Nilakkal helipad.
  - b. The Helipad operator shall ensure safety of flight operations.
  - c. The Helipad operator shall provide necessary amenities for the passengers and crew.

- d. Safety briefing of the passengers prior to the flight shall be carried out by the trained and authorized personnel of the Helipad Operator. Embarkation/ Disembarkation of the passengers shall be done under the strict supervision of trained and authorized personnel of the Operator.
- e. The Operator shall conspicuously draw and display in at least two languages (English/Malayalam), 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.
- f. Spare Forms for reporting the incidents/occurrences must be available with the operator.
- g. The number of persons onboard shall be strictly limited to that as laid down by DGCA for the Make/Model of the helicopter, and a copy of the same shall be furnished in advance to the TDB.
- 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.
- i. The operator shall be responsible for adequate quantity of ATF at the helipad site.
- j. The following facilities, duly coordinated with TDB , shall be provided by the Operator:
  - i) Firefighting equipment's and arrangements relating to Permanent Helipad operation, as per DGCA Guidelines.
  - ii) Marking of Helipads.
  - iii) Installation of Wind Socks.
  - iv) Check-in counters and display boards.
  - v) Tamper proof refuelling arrangements.

- vi) All public amenities such as wash room (Men/Women) waiting room, drinking water, etc should be available on each helipad.
  - vii) 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.
9. The successful bidder will be required to submit a Performance Bank Guarantee of a Nationalised Bank of Rs 5.00 Lakhs favouring Travancore Devaswom Board. The Performance Bank Guarantee of the Operator shall be retained and returned at the end of the license period, if so required as per the terms of Agreement only after satisfaction of TDB that the operator has not incurred any other financial liability on any account whatsoever.
10. The Operator shall decide the landing charges for Helicopters based on MTOW.
11. 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 TDB, non-compliance will invite suspension of operations.

12. Serially numbered Boarding Passes shall be printed in 3 sections out of which one foil shall be issued to the passenger, the second foil to be retained by the Operator,

and the third foil to be handed over TDB for reconciliation of royalty. All these foils shall be printed distinctively with three different colour schemes depicting “For Passenger”, “For Operator” and “For TDB”.

13. Operator shall be under obligation to accord preference to the Senior Citizens (more than 60year sold), and differently abled persons and to other persons as may be directed by TDB, while boarding the passengers.
14. The operator shall quote separate rates for Leasing the Helipad for Seasonal and Non Seasonal months (inclusive of all costs) In case Government reduces or withdraws any tax the cost of ticket shall be reduced to the extent of such reduction accordingly, by the Operator.

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.
15. 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 TDB.
16. The Operator shall carry out its operations in Pilgrim friendly manner and ensure that no undue inconvenience/ hardship are caused to the Pilgrims. In the event of receipt of any complaint regarding inconvenience having been caused to the pilgrims, the matter shall be investigated by the TDB,or its authorized representative. In case the complaint pertains to the Operator’s crew/ staff, the same shall be investigated by the TDB, and if the complaint is found to be genuine, the Operator shall take appropriate action as directed by the TDB. The bidder / Operator will be required to promptly furnish information as sought by TDB or its authorized representative.

17. 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 license period. Any neglect or omission shall hold the operator liable under law.
18. 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. 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.
19. The TDB 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.
20. In case any matter related to deficient helipad services is filed by the intending Pilgrim 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 TDB shall not be responsible for the liability/ consequences whatsoever.
21. 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 TDB.

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 Thiruvananthapuram only.

22. 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 Thiruvananthapuram jurisdiction only.

23. TDB 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.

24. Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Operator and TDB, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

25. 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 TDB may consider appropriate.

26. Few points such as prior complaint against the operators will also be taken into consideration while awarding the contract.

27. TDB shall have the absolute right to reject any bid or all the bids, without assigning any reason, whatsoever and the decision of the board will be final and binding. An undertaking to this effect is to be submitted along with the bid.



Joint venture/ consortia of firms/ companies shall not be allowed to participate in the Bidding process and if it is found at any stage before and after award of work, the EMD, any other security deposit and / or any other sums payable to such JV/Consortia shall stand forfeited. Further contract, if already awarded, without the prejudice of any other rights or available to TDB under any of the clauses of this GCC, shall stand terminated.

- II. The intending tenderer(s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
- III. Information and instructions for tenderer(s) posted on website shall form part of bid document.
- IV. The bid document consisting of scope of work and the set of terms and conditions of the contract to be compiled with and other necessary documents can be seen and downloaded from website **[www.travancoredevaswomboard.org](http://www.travancoredevaswomboard.org)**
- V. Bidder must ensure to quote the amount in Rupees.
- VI. Notwithstanding anything stated above, TDB reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of TDB.
- VII. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- VIII. TDB reserves the right to reject any or all tenders or cancel/withdraw the invitation for the bids without assigning any reason whatsoever and in such case no tender/intending tenderer shall have any claim arising out of such action.
- IX. List of documents to be submitted within the period of bid submission.
  - a) Demand Draft of any nationalized or approved Scheduled bank towards cost of Bid Document
  - b) Letter of acceptance of tender condition, in the prescribed format as Annexure-I shall be submitted to the Office of the Executive Engineer, Sabarimala Development Project, Travancore Devaswom Board, Pathanamthitta.
  - c) Copy of GST registration number.
  - d) Any other details as per tender, if any.

## **X. Set of Tender Documents**

The following documents will constitute set of tender documents:

- a) Notice Inviting Tender
- b) Quoting Sheet for Tenderer
- c) General Conditions of Contract
- d) Special Conditions of Contract (SCC)
- e) Site Layout/Plan, Drawings if any available
- f) Integrity Pact
- g) Corrigendum, if any
- h) Other documents, if any

## **XI. Mode of Submission**

The tenderer must submit the Technical bids in separate sealed envelopes addressed to the Executive Engineer, Sabarimala Development Project, Travancore Devaswom Board, Pathanamthitta, Pin-689 645.

- a) Demand Draft/Pay order or Banker's Cheque of any Nationalized or approved Scheduled Bank towards cost of Bid Document.
- b) Letter of Acceptance of tender condition in the Prescribed format as Annexure-I shall be submitted to the Executive Engineer, Sabarimala Development Project, Travancore Devaswom Board, Pathanamthitta.
- c) Technical bid Format, Form A to D duly filled, stamp and signed.
- d) Any other details as per Tender document.

The envelope containing Technical bid should also indicate clearly the name of the tenderer and his address. In addition the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach on or before **30/12/2021 up to 17.00 hrs.** The bids shall be opened on **31/12/2021 at 11.00AM.**

Technical bid documents submitted by intending tenderes shall be opened only of those tenderes, whose Cost of Bid, document and tender processing fee and other documents placed in the envelope are found in order.

**The Financial bid of those tenderers whose documents are found to be in order shall be opened. The date of opening of Financial bid shall be informed to the tenderer by Email.**

The bid submitted shall become invalid/Email.

- i. The tenderer is found ineligible.
- ii. The tenderer does not submit all the documents (including service tax registration) as stipulated in the bid document.
- iii. Tenderes in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

XII. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.

XIII. The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the TDB, then the TDB shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process of work.

XIV. The acceptance of any or all tender(s) will rest with the TDB who does not bind itself to accept the highest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.

XV. On acceptance of tender, the name of the accredited representative(s) of the firms who would be responsible for taking instructions from Engineer-in Charge or its authorized representative shall be intimated within 07 days of issue date of letter award by TDB.

XVI. The award of contract shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Price bid, Special Conditions of Contract, General Conditions of Contract etc. the tenderers shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

**XVII. Method Of Application**

- i. If the bidder is an individual, the application shall be signed by him above his full type written name and current address.

- ii. If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- iii. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- iv. If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

**XVIII. Financial Information**

Bidder should furnish the following financial information:

- a) Annual financial statement for the last three years (in Form “C”). This should be supported by audited balance sheets and profit and loss accounts (with all schedules attached) duly certified by a Chartered Accountant.
- b) Name & Address of the bankers.

**XIX. Experience**

Bidder should furnish the list of all operations successfully completed during the last 5 years and existing Clientele in Schedule A.

**ACCEPTANCE OF TENDER CONDITION**

From: (on the letter head of the company by the authorized officer having power of attorney)

To

The Executive Engineer

Sabarimala Development Project

Pathanamthitta

Sub:

Sir

1. This has reference to above referred tender. I/we are pleased to submit our tender for the above work and I/we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. I/We are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
3. I/We have viewed and read the terms and conditions of TDB carefully. I /we have downloaded the following documents forming part of the tender document:
  - a. Notice inviting Tender
  - b. Quoting Sheet for tenderer
  - c. General conditions of contract
  - d. Special conditions of contract
  - e. Site/ layout plan, drawings if available
  - f. Integrity pact
  - g. Corrigendum, if any
  - h. Other documents, if any
4. I/we have uploaded the mandatory scanned documents such as cost of bid document and other documents as per notice inviting tender.

Yours Faithfully

Dated:

(signature of the tenderer with rubber stamp)

**INTEGRITY PACT**

**Between**

Travancore Devaswom Board (TDB) herein after referred to as “**The Executive Engineer, SDP, Pathanamthitta**” (which expression, unless repugnant to the context there of, shall mean and include its legal representatives, heirs and assign)

**AND**

\_\_\_\_\_ herein after referred to as “**The Bidder/Contractor**” (which expression, unless repugnant to the context there of, shall mean and include its legal representatives, heirs and assign)

**PREAMBLE**

The Executive Engineer intends to award, under laid down organizational procedures, contract/s for\_\_\_\_\_. (**Name of the contract (hereinafter referred to as the “project”**). The Executive Engineer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

**Action 1 – Commitments of the Executive Engineer, SDP Pathanamthitta.**

1. The Executive Engineer SDP Pathanamthitta. commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Executive Engineer, SDP Pathanamthitta. personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
  - b) The Executive Engineer, SDP Pathanamthitta will during the tender process treat all Bidder(s) with equity and reason. The Executive Engineer, SDP Pathanamthitta will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Executive Engineer, SDP Pathanamthitta will exclude from the process all known prejudiced persons. The Executive Engineer, SDP Pathanamthitta shall obtain bids from **only** those parties who have been short-listed or pre-qualified or through a process of open

advertisement/ web publishing or any combination thereof.

2. If the Executive Engineer, SDP Pathanamthitta obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.
3. The Executive Engineer, SDP Pathanamthitta will enter into agreements with identical conditions with all contractors/ bidders for different work packages in the aforesaid project.
4. The Executive Engineer, SDP Pathanamthitta will disqualify from the tender process all contractors/ bidders in the range of Rs 50 crores and above, who do not sign this pact or violate its provisions.

## **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Executive Engineer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Executive Engineer, SDP Pathanamthitta as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

1. If the Bidder(s)/Contractor(s), before awarding the project or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Executive Engineer, SDP Pathanamthitta is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.
2. If the contractors/Bidders has committed a transgression through a violation of any of the terms under section 2 above or in any other form such as to put his reliability or credibility in to question, the Executive Engineer, SDP Pathanamthitta will also be entitled to exclude such contractors/ bidders from future tenderes/ contract award processes. The imposition and duration of the exclusion will be determined by the Executive Engineer, SDP Pathanamthitta, keeping in view of the severity of the transgression. The severity will be determined by circumstances of the case, in particular, the number of transgressions and/or the amount of damage.
3. It is observed after payment of final bill but before the expiry of validity of Integrity pact that the contract has committed a transgression, through a violation of any of the terms under section 2 above or any other terms of this pact, during the execution of contract, the Executive Engineer, SDP Pathanamthitta will be entitled to exclude the contractor from further tender/contract award process.
4. The exclusion will be imposed for a minimum period of six months and a maximum period of three years.
5. If the contractor /bidders can prove that he has resorted/recouped the damage to the Executive Engineer, SDP Pathanamthitta caused by him and has installed a suitable corruption prevention system , the Executive Engineer, SDP Pathanamthitta may at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

### **Section 4 : Compensation for Damages**

1. If the Executive Engineer has disqualified the Bidder(s) from the tender



process prior to the award according to Section 3, the Executive Engineer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If at any time after the awarding of the project, the Executive Engineer has terminated the contract according to Section 3, or if the Executive Engineer is entitled to terminate the contract according to Section 3, the security deposit/performance bank guarantee furnished by the contractor, if any as per the terms of the Devaswom Board/ contract shall be forfeited without prejudice to any other legal rights and remedies available to the Executive Engineer under the relevant clauses of General/ Special conditions of the contract.
3. The contractor/ bidder understands and agrees that, this will be in addition to the disqualification and exclusion of the bidder/contractor as may be imposed by the Chief Engineer in terms of section 3 above.

#### **Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach as detailed herein with government/or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

#### **Section 6: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).**

If the Executive Engineer obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or any employee or a representative or an associate of a bidder or contractor which constitutes a criminal offence under the IPC/PC Act, or if the Executive Engineer has substantive suspicion in this regard, the Executive Engineer will inform the same to the Chief Vigilance Officer.

#### **Section 7 : Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 3 months after the last payment under the contract, and for all other Bidder 2 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Travancore Devaswom Board.

**Section 8 : Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Executive Engineer SDP TDB
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Where ever he or his as indicated in the above sections, te same may be read as he/she or his/her, as the case may be.

(For & on behalf of the

Executive Engineer, SDP Pathanamthitta)  
Bidder/Contractor)

(For & on behalf of

(Office Seal)

(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 1 :  
(Name &Address)

Witness 2 :  
(Name &Address)

**Annexure-III**

**AFFIDAVIT**

(To be submitted by bidder on non-judicial stamp of Rs.100/- (Rupees Hundred only) duly attached by Notary Public)

**(To be submitted in Envelope-1)**

Affidavit of Mr..... S/o..... R/o  
.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the proprietor /Authorized signatory of M/s.....  
having its Head office/ Regd office at  
.....
2. That the information/ documents/ Experience certificates submitted by M/s  
..... along with this tender for .....  
(Name of Work) to TDB are genuine and true and nothing has been concealed.
3. I shall have no objection in case TDB verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document (s), in case TDB demand so for verification.
4. I hereby confirm that in case, any document information & Or Certificate submitted by me found to be incorrect /false /fabricated, TDB at its discretion may disqualify/reject/terminate the bid or contract and also forfeit the EMD for all dues.
5. I shall have no objection in case TDB verifies any or all bank guarantee under any of the clauses of contract including those issued towards EMD and performance guarantee from zonal branch or office issuing bank I/we shall have no right or claim on my submitted EMD before TDB receives said verification.

**I..... the proprietor /Authorized signatory of M/s .....do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false verified at .....this .....day of .....**

**DEPONENT ATTESTED BY (NOTARY PUBLIC)**

## **Annexure-IV**

### **TECHNICAL BID**

#### **COMPANY BACKGROUND AND HELICOPTER SPECIFICATIONS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID.**

The Tenderers are advised to give necessary information required against the respective columns. Tenders may adapt/re-format this Performa, but if the Tenderers fail to answer all columns of this form, their Tender may not be evaluated.

1	Name and address of the bidder	
2	Are you holding operator's approval from the regulatory authority (please attach copy)	
3	ISO9001-2000 certification OR any other accredited certification of the firm duly supported with documentary proof	
4	Annual turnover of the tenderer relating to helicopter operations for the last three years as per audited balance-sheet (attach copies of balance sheets)	
5	Detail of Security Deposit of Rs.5lakh	
6	Duration of validity of bid (Should not be less than four months)	
7	Name of the owner of the Helicopter: If not registered in the Bidder's name then what is the legal nature of the agreement with the owner?  (Proof of possession i.e. registration certificate / lease agreement to be provided)	

8	i) Passenger seats available in each helicopter (excluding Crew and attendant) ii) No. of seats offered in each helicopter (excluding Crew and attendant)	
9	Date of issue of Certificate of Airworthiness of each helicopter (proof to be attached) along with weight schedule. Copies of valid Airworthiness review certificate to be also annexed with C of A	
10	Date of expiry of Certificate of Airworthiness	
11	Past experience (last 5 years) with details of existing operations	
12	List of safety, navigation/communication equipments etc. available on board of the helicopter offered	
13	History of past accidents, if any:	
14	List of existing clientele	
15	Whether terms & conditions as per Tender Notice unconditionally and fully acceptable.	
16	Confirmation regarding provision of the insurance cover for helicopter, passengers and third party (attach copy of policy/certificate)	
17	Will total work be handled by Tenderer/bidder If not, give details of work to be outsourced	
18	Confirmation that Tenderer/bidder is willing to abide by the requirements laid down by Civil Aviation Regulatory Authority in India	

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Authorized Signatory)**

**Annexure-V**

**Financial Bid**

(On the letter head of the bidder)

(The envelope shall be marked as Financial Bid will contain consultancy fee for executing the job in the format enclosed).

<b>Sector</b>	<b>Charges per operation including all applicable taxes (One operation includes one landing and one takeoff) (in Rs.)</b>
For landing and takeoff operations at Nilakkal helipad belonging to Travancore Devaswom Board	
Handling charges	

**We accept all conditions/ provisions contained in the Tender Notice No. \_\_\_\_\_ Un-  
conditionally and without any reservations.**

**Signature \_\_\_\_\_**

**Name \_\_\_\_\_**

**Designation \_\_\_\_\_**

**Date \_\_\_\_\_**

**(Authorized Signatory)**

# **FORMATS**

**Format part of Technical Proposal - Form A to D**

**GENERAL INFORMATION****Form-A**

1	Name of Applicant /company	
2	Address for correspondence	
3	Contact Person : Telephone Nos : Fax Nos : Mobile :	
4	Type of organization : a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
5	Place and Year of Incorporation	
6	Details of Registration (Attach copy)	
7	Name of director /Partners in the organization and their status along with their qualifications.	
8	Name (s) of the persons along with their qualification and designation, who is authorized to deal with TDB (Attach copy of Power of Attorney)	
9	Organization chart of Key personal	
10	Details of Awards/ Appreciations supported with document to be submitted	
11	Any other information	



**Form -B**

**Organization setup of the company**

**(Details to be furnished in the following format)**

<b>Sl. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Professional experience and details of work carried out</b>	<b>Registration No. with validity</b>	<b>Years with firm</b>	<b>Remarks</b>

**Note:**

- 1. Certificates of qualification are required to be attached**

**Form-C**

**Turn over the last three years:**

<b>Sl. No.</b>	<b>Financial year</b>	<b>Free Earned</b>	<b>Remarks</b>
1	2019-2020		
2	2018-2019		
3	2017-2018		

**Note:**

**In addition to the above the applicant has to submit the following documents? Information**

- 1. Copy of Balance sheets (s)**
- 2. Copy of Valid Service Tax Number**
- 3. Copy of PAN /TAN card**
- 4. Details of litigations, if any**
- 5. Other relevant details, if any**

**Signature of Chartered**

**Accountant with Seal**

**Seal and Signature of Applicant**

**Applicant/Firm**

**AFFIDAVIT**

**(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM Rs. 10/-  
DULY CERTIFIED BY NOTARY PUBLIC)**

Affidavit of Mr.....S/o .....

R/o.....

I, the deponent above named do here by solemnly affirm and declare a under:

1. That I am the proprietor /Authorized signatory of M/s.....having its Head office/ Regd office at .....
2. That the information/ documents/ Experience certificates submitted by M/s..... along with this tender to TDB are genuine and true and nothing has been concealed.
3. I shall have no objection in case TDB verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document (s), in case TDB demand so for verification
4. I hereby confirm that in case, any document information & Or Certificate submitted by e found to be incorrect /false /fabricated, TDB at its discretion may disqualify/reject my application for pre-qualification out rightly and also debar me/M/s..... from participating in any future tenders/PQ.

**DEPONENT**

I..... the proprietor /Authorized signatory of M/s .....do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from.....and that no part of it is false verified at .....this .....day of .....

**DEPONENT**