

Tamil Nadu Industrial Development Corporation Limited (TIDCO)

REQUEST FOR PROPOSAL

FOR

ESTABLISHING FLYING TRAINING ORGANIZATION (FTO)

AT KOVILPATTI

Tender Ref no: TIDCO/TNDIC/FTO/KP/2022-23

June 2023

Managing Director

Tamil Nadu Industrial Development Corporation Limited

19-A, Rukmini Lakshmiipathi Salai Egmore, Chennai -600 008

Phone: 044-2858 9118; Fax: 044-2855 3729

Disclaimer

Information contained in this Request for Proposal ("RFP") document and/or subsequently provided to Bidders, whether verbally and/or in documentary form by or on behalf of Tamil Nadu Industrial Development Corporation Ltd. (TIDCO) or any of its employees or advisors (collectively referred to as "TIDCO Representatives"), is provided to the Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by TIDCO to any other party. The purpose of this RFP document is to provide interested parties with information to enable formulation of their proposal.

This RFP document does not purport to contain all the information each Bidder may require. The Bidders should conduct their own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. TIDCO Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and concerned with any matter deemed to form part of the RFP document, award of the assignment, the information and any other information supplied by or on behalf of TIDCO or otherwise arising in anyway from selection process. The prospective Bidder will be responsible for all obligations to its staff, their payments, complying with the labour laws, minimum wages Act and any other Act relevant for the working of the Bidder's staff. Under no circumstances, TIDCO will be responsible for any non-compliance with statutory requirements of the bidder's staff.

TIDCO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document from time-to-time, after intimating the same to the Bidders. TIDCO reserves the right to accept or reject any or all proposals without giving any reasons. Bidding process shall be governed by Laws of India and Courts at the State of Tamil Nadu will have jurisdiction over matter concerning and arising out of this RFP document.

E-TENDERING-INSTRUCTIONS TO BIDDER FOR ONLINE SUBMISSION: -

1. The tender document is available on the website <https://tidco.com>, and <https://tntenders.gov.in>.
2. The Bidding Document can be downloaded free of cost by logging on to the website <https://tntenders.gov.in>. The bids are to be submitted online through the same e-procurement portal only. Bids submitted manually will not be accepted.
3. The bidders are requested to digitally sign the Bid Document and convert them to pdf format.
4. Bidders are requested to use the Digital Signature(e-token) for Registration fore-submission through the website <https://tntenders.gov.in>.
5. The Scanned copies of the required list of documents are to be uploaded by the bidder at the time of submission of bids through the website by converting the documents to pdf form
6. The Digital Signature Certificate / e-token may be obtained by the bidders individually at the risk and cost of the bidder.

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SECTION1.

LETTER OF INVITATION

..... .2023

Sir,

Sub: RFP for Establishing Flying Training Organization (FTO) at Kovilpatti

Government of Tamil Nadu has mandated TIDCO as Nodal Agency for implementing Defence Industrial Corridor project with the objective of promoting Aerospace & Defence Industries in the State. In this context TIDCO intends to select eligible bidders for Establishing Flying Training Organization (FTO) at Kovilpatti. The Authority would enter into a contract for establishing a FTO in the identified land parcel with the successful bidder for this purpose.

2. Interested bidders can download the RFP from the website

www.tidco.com // www.tntenders.gov.in.

Section 1 – Letter of Invitation

Section 2 - Data Sheet

Section 3 - Information to Bidders

Section 4 - Background to the RFP

Section 5 - Selection process

Section 6 - Technical Proposal – Standard Forms

Section 7 - Financial Proposal - Standard Forms

3. We request you to kindly submit the bids duly completed as per this RFP on or before 3.00 PM on 03.07.2023, through www.tntenders.gov.in.

Thanking You,

Yours faithfully,

Managing Director

Tamilnadu Industrial Development Corporation Limited

19A, Rukmini Lakshmipathi Salai,

Egmore, Chennai-600 008

SECTION2.

DATA SHEET

1. Name of the Assignment:

Request for Proposal for Establishing Flying Training Organization (FTO) at Kovilpatti (the "Project")

2. The name, address and telephone numbers of TIDCO's official is **VP (Aerospace and Defence), Tamilnadu Industrial Development Corporation Limited, 19- A, Rukmini Lakshmiipathi Salai, Egmore, Chennai –600 008; Phone: 044- 2855 1192; Fax: 044-2855 3729; E mail: coord@tidco.com**

3. Clarifications requested will be given during the Pre-Bid meeting and / or will be communicated to all those who have procured the RFP, by mail, facsimile or electronic mail. The timetable for the Bidding process is given below:

Sl. No.	Milestone	Date
1.	Issue of RFP	02 Jun 23
2.	Last date for receipt of clarifications if any	08 Jun 23
3.	Prebid meeting	09 Jun 23, 1500 hrs
4.	Date of submission of Technical & Financial bids	03 Jul 23, 1500 hrs
5.	Date of opening for Technical bids	04 Jul 23, 1500 hrs
6.	Date of opening for Financial bids	To be intimated
7.	Declaration of shortlisted firm	To be intimated

- Proposals should be submitted in English language
- Proposals must remain valid for **180 days** after the submission date
- Proposal Proposals must be uploaded through www.tntenders.gov.in on or before 03.07.2023 3:00 PM

SECTION 3

INFORMATION TO BIDDERS

1. GENERAL

- 1.1 The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the mentioned services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and for signing of a contract with the selected firms.
- 1.2 TIDCO will select a bidder for establishing the Flight Training Organisation (FTO) among those whose proposals are accepted, in accordance with the evaluation methodology indicated in the Request for Proposal (RFP).
- 1.3 The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the project and on the local conditions, bidders may visit TIDCO/ project site before submitting a Proposal. The bidders may contact the official named in the Data Sheet to obtain any relevant / additional information on the project.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the sites & or TIDCO are not reimbursable as a direct cost of the project; and (ii) TIDCO is not bound to accept any of the Proposals submitted.
- 1.5 TIDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for TIDCO's action.
- 1.6 TIDCO also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to TIDCO. TIDCO also reserves the right to terminate the contract if the site is used for purposes not approved by TIDCO or any other activities which are illegal.

- 1.7 In case of Consortium, the bidders in the Consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one Consortium. It is explicitly declared that such bids will be treated as non-responsive and shall not be considered for the project; and the bid security of both the Consortiums shall be forfeited.
- 1.8 In case of Consortium, it shall comply with the following additional requirements:
- i. Number of members in a consortium shall not exceed 3 (three);
 - ii. The Proposal/ Bid should contain the information required for each member of the Consortium; The Proposal should include a brief description of the roles and responsibilities of individual members;
 - iii. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other members of the Consortium.
 - iv. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement"), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal. The duties, responsibilities, liabilities and powers of the Lead Member and each member firm of the Consortium shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorised to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. All members of the Consortium shall be jointly and severally liable for the execution of the Assignment.
 - v. No Change in the composition of the Consortium will be permitted during the Selection Process and during the subsistence of the Contract (in case the Successful Bidder is a Consortium).
 - vi. The sole bidder or the lead member of a consortium should ensure that they comply with the all regulations of DGCA which govern eligibility for establishing a FTO in the country.
- 1.9 A Bid Security for an amount of Rs. 1,00,000 (Rupees One Lakh only) will be carried out by the Bidders only through online payment mode. The EMD amount should be

the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.

- i. Bid Security shall be paid electronically through their respective internet banking enabled account via RTGS / NEFT to the account of TIDCO as below:

Name of the Bank : Indian bank
Bank Account No : 422162951
IFSC No : IDIB000C032
Branch Name : Ethiraj Salai

- ii. Bank Guarantee/DD will not be accepted towards Earnest Money Deposit.
- iii. The bank transaction details shall be submitted along with the proposal. e. Technical Bid (Pre-qualification tender application) not accompanied with the scanned copy of bank transaction details of Bid Security will be rejected as Non-Responsive Tender.
- iv. Bid Security will be refunded to the unsuccessful tenderer after completion of selection process or at the expiration of bid validity period of 120 days, whichever is earlier.
- v. The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required security deposit and signed the agreement.
- vi. If the tenderer withdraws his bid after issue of work order or after acceptance of work order or failure to execute the contract agreement or fails to pay the required Security Deposit amount within the time specified in the work order, the Bid Security submitted with the Technical Bid will be forfeited.
- vii. No interest is payable on Bid Security by TIDCO
- viii. TIDCO is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.

2. PROJECT BACKGROUND (PURPOSE OF THE PROJECT)

To help the country overcome its current shortage of trained pilots, decrease its dependence on foreign training for pilots and also contribute significantly to the growth of aviation in the coming years, TIDCO is planning to enable FTOs to operate from the airstrips at Tamil Nadu where the air traffic and infrastructure are conducive. One of the most conducive site in Tamil Nadu is Kovilpatti, Thoothukudi District due to factors like less air traffic, moderate weather, good visibility etc.

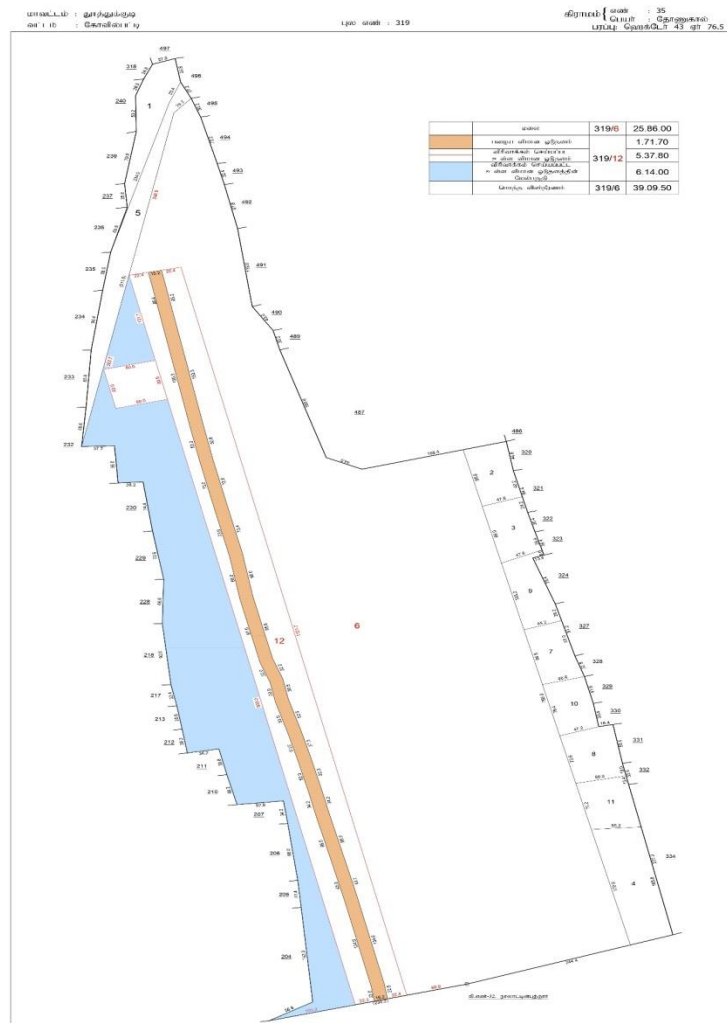
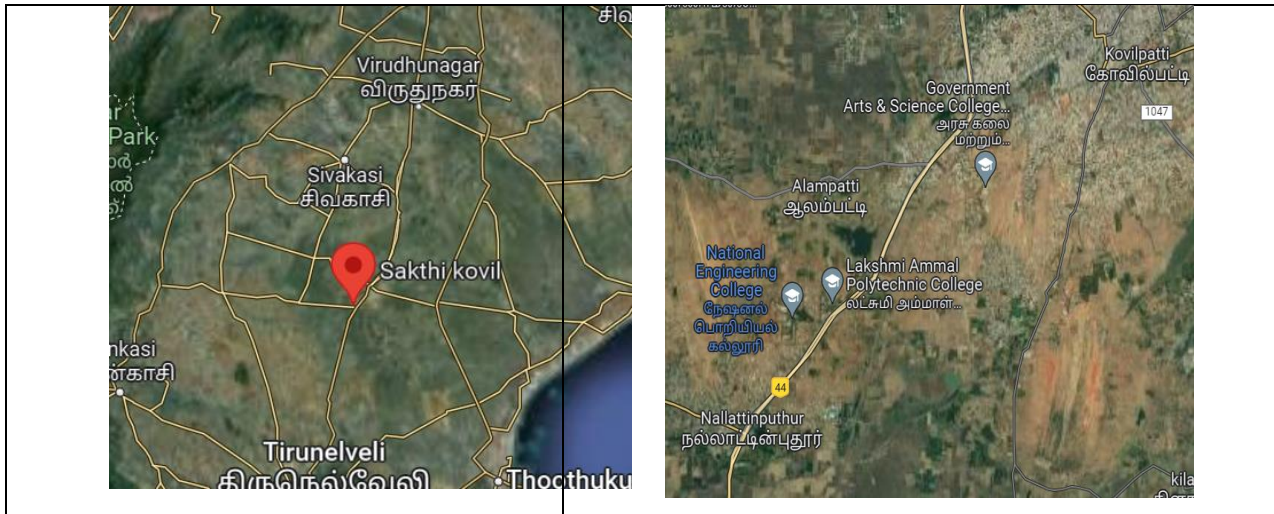
Brief details of the Airstrip

The Kovilpatti airstrip is an unused runway at a distance of about 6 Kms from Kovilpatti town. This is an asphalt topped runway measuring about 1.2 kms in length and 15 metres in width. This airstrip was built by Lakshmi Mills for their private plane on a land area of about 63 Hectares leased from the Govt of Tamil Nadu in two villages Nalatinputhur and Thonugal.

The runway has suffered normal wear and tear due to weather over the last 20 years since known landing of any airplane. However, there is no vegetation growth on the surface indicating ease of being put to use once again after basic repairs.

This unused airstrip at Kovilpatti can accommodate operations of about more than 10 trainer airplanes due to it being away from air traffic concentrated locations, good connectivity to other parts of the country and availability of a good runway which could be developed.

The picture depicting the location is depicted below



3. PROJECT DETAILS

- a. To enable active growth of Aerospace and Defence (A & D) manufacturing and service industry in Tamil Nadu, various fiscal and physical interventions by TIDCO and The Govt of Tamil Nadu are underway in the state. Some include having an aerospace and defence industry specific policy, creation of Centres of Excellence, creation of common facilities centres, common test centres etc.

In order to promote civil aviation sector, it is imperative to promote establishment of Flight Training Organisation (FTO) in the country. As a part of this endeavor, the Authority has decided to undertake establishment of Flying Training Organizations (FTOs) on TIDCO's land at Kovilpatti, under a contract to be entered after the selection process.

- b. The Selected Bidder, which shall be an incorporated entity (the "**contractor**"), shall be responsible for designing, engineering, procurement, construction, operation and maintenance of FTO and **Infrastructure of FTO** ("IOF") for a period of 25 (Twenty Five) years in accordance with the provisions of the contract agreement proposed to be entered into between the Authority and the contractor (the "**Contract Deed**"). The following would comprise of IOF

- i. **Runway, taxi track and other facilities for movement of airplanes**

- ii. **Boundary wall/fence and any other security measure created not including servers, cameras and other electronic surveillance equipment etc**

- iii. **Hangars, ATC, classrooms, hostels, building etc.**

- iv. **Mobile assets like vehicles, airplanes etc. would not be part of IOF**

- c. The Authority will provide limited rights over the land parcel (spread over an area of about 30 acres and having the unused runway), at which the 'Hangar' and/or a suitable structure including other associated infrastructure required like apron, runway etc is to be constructed to carry out the permitted FTO activities as per the statutory regulations of Govt of India and terms of the contract deed.
- d. The Contractor shall, for securing the performance of its obligations under the contract deed, provide to the Authority, an irrevocable and unconditional bank guarantee towards in the form of **Performance Security**, from a Nationalized/

Scheduled Bank in India, as per the terms of the Tender Document. This would be furnished within a period of 30 days from the issue of LoA and consequently the successful bidder would execute the contract deed with the Authority. Upon the receipt of performance security and execution of the contract deed the Bid Security provided by the bidder for the bidding process shall be returned. The Performance Security shall remain in force and shall be kept in effect by the TIDCO, during the subsistence of the contract period and 6 (six) months thereafter.

- e. In consideration of the usage rights granted by the Authority to the contractor, the contractor shall be obligated to pay the Fee as set out in Contract Deed, which shall become payable on and from the Fee Commencement Date (7 days from the signing of agreement). The **Fee** payable to the Authority before the commencement of operations shall be the **Annual Fixed Fee only**. After commencement of operations Fee will be **Annual Fixed Fee plus Variable fee [Hourly fee x (3000 or annual cumulative flying hours-whichever is the highest)]** as stated in RFP. For this site the Annual Fixed Fee is fixed at INR 1,00,000 (one lakhs Rupees only).
- f. Notwithstanding anything herein contained that may be or appear to be, to the contrary, it is expressly understood and agreed that the Authority herein reserves the right to grant usage rights of similar sites to other agencies also on other parts of the land parcels. Further, the Authority reserves the right to grant usage rights of other lands in the vicinity for use by aviation related companies which could use the runway. The contractor could collect appropriate charges for the usage of runway and other assets created from the other users in compliance to the AERA guidelines
- g. After completion /termination of this Contract, the Contractor shall handover the Site along with the IOF free from any defect or encumbrances of the Contract Deed to the Authority at zero cost. The contractor shall not have the right to seek a renewal/ Extension of the Contract Agreement beyond the term of this Contract Agreement. Notwithstanding the foregoing, in case the existing contractor wishes to continue using the site, he/she shall be required to participate in successive/ fresh bidding process initiated by Authority for that Site wherein Right of First Refusal (ROFR) shall be given to the Contractor to match the first rank bid subject to the condition that no default by the contractor has occurred during the preceding 5 (Five) years.

- h. The bid parameter shall be the "**Hourly Fee**" payable to the Authority in terms of INR per Flying Hour, subject to a minimum of INR 250 (Two Hundred and fifty rupees only) per Flying Hour. The **Variable Fee** for an Accounting Year shall be computed on the basis of total number of actual Flying Hours (cumulative of all aircraft) multiplied by the **Hourly Fee** or 3000 Flying Hours multiplied by the **Hourly Fee** (in terms of INR per Flying Hour), whichever is higher. "Flying Hours" means "Flight Time" as defined in CAR Section 7, Series J, Part I Issue IV Dtd 01/11/2018 issued by the Directorate General of Civil Aviation i.e. the cumulative number from the moment an aeroplane first moves for the purpose of taking off until the moment it finally comes to rest at the end of the flight.
- i. The variable fee would also have a discount element to incentivize the efficiencies of the FTO. A discount of 50% would be provided over the bid amount for flying hours between 3000 to 8000 hours and a discount of 75% would be provided over the bid amount for flying hours clocked beyond 8000 hours in every financial year. The total number of Flying Hours (cumulative of all aircraft) during the year of bid shall be minimum 3000 (three thousand) hours. The minimum flying hours per year shall be as tabulated below

Year Number	Minimum Flying Hours
1 to 3	3000
4	3500
5	4000
6 and beyond	4500

- j. The assessment of actual costs involved in implementation of the Project will have to be made by the Bidders.
- k. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the obligations of the contractor set forth in the contract Deed or the Authority's rights to amend, alter, change, supplement or clarify the contract to be awarded pursuant to this RFP or the

terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

4. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- a. Bidders may request a clarification on any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by post or electronic mail (e-mail) to the TIDCO's address indicated in the Data Sheet. TIDCO will respond only by e-mail to such requests and/or will upload the response on the TIDCO's website (including an explanation of the query but without identifying the source of inquiry). TIDCO's responses to the pre-bid queries would be uploaded on TIDCO's website (<https://tidco.com>) and informed to the bidders.
- b. At any time before the submission of Proposals, the TIDCO may, for any reason, whether at its own initiative or in response to a clarification requested by any firm, modify the RFP documents by issuing an Addendum/ Corrigendum. Addenda/ Corrigenda shall be sent only by e-mail and shall be uploaded on TIDCO's website. TIDCO may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/Corrigenda.

5. PREPARATION OF PROPOSAL

- a. Bidders are requested to submit a Proposal written in the English language.

TECHNICAL PROPOSAL

- b. In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c. The scanned copy of atleast one of the documents mentioned below shall constitute the Technical proposal and to be submitted along with technical bid
 - a) Valid Scheduled Operator Permit (SOP) license issued by DGCA
 - b) Valid Non-Scheduled Operator's Permit (NSOP) license issued by DGCA
 - c) FTO registration certificate issued by DGCA (in case of this not being available, a undertaking that the bidder would obtain all approvals prior to the date of

commencement of operations) to be attached

The Technical Proposal shall not include any financial information.

FINANCIAL PROPOSAL

- d. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms provided in this RFP.
- e. The Financial Proposal should be inclusive of all the costs associated with the Assignment for the scope of work mentioned in the RFP. Bidders shall express the price of their services in Indian Rupees. Exchange rate risk, if any, shall be borne by the bidder.
- f. The Data Sheet indicates how long the proposals must remain valid after the submission date. TIDCO will make its best effort to complete negotiations within this period. If TIDCO wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- a. The Bid should submit through <https://tntenders.gov.in> only
- b. Tenders should be submitted in two parts: Technical bid and Price bid
- c. Tenderers should ensure submission of all documents along technical and Price bid as per the RFP.
- d. The Technical Bid (i.e.) Pre-Qualification Tender together with the bank transaction details for payment of Bid Security shall be submitted.
- e. The price bid should be prepared as per the Price bid Format.
- f. Proposals must be submitted on or before 03 Jul 2023 at 3.00 P.M through <https://tntenders.gov.in>.
- g. The Price should be quoted in the Price bid only, in case found in Technical bid the tender will be rejected.
- h. Evaluators of Technical bids shall have no access to the Price bid until the technical

evaluation, including its approval by Competent Authority is obtained.

- i. Prior to evaluation of Proposals, TIDCO will determine whether each proposal is responsive to the requirements of the tender document at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive here under
- j. As part of the evaluation, the Technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Eligibility Criteria.
- k. TIDCO reserves all rights to accept or reject any proposal without assigning any reason. The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals. An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- l. From the time the Proposals are opened to the time the Contract is awarded, if any bidder wishes to contact TIDCO on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence TIDCO in TIDCO's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- m. Prior to evaluation of Proposals, TIDCO will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive hereunder.
- n. The bidder who meets the minimum eligibility criteria would be eligible for opening of Financial Proposal. The bidder who quotes highest Hourly Fee will be the successful bidder. In the event of more than 1 bidder quoting the same highest hourly fee, the Authority would seek an upward revised rate in form of a closed envelope bid from all bidders who quoted the highest fee (and not from other lower quoted bidders). This process will continue till a clear single highest bidder emerges

- o. As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria listed in the RFP. Subsequently the Technical Proposal of the Bidders, who meet the Minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- p. TIDCO reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by TIDCO in respect of such Proposals. However, TIDCO reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. TIDCO will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in the RFP.

7.

8. MINIMUM QUALIFICATION CRITERIA

- a. The minimum qualification criteria for a bidder to comply with for being eligible for being considered for evaluation is as given below
 - i. A scheduled operator permit (SOP), registered/ licensed with/ by Directorate General of Civil Aviation/ Ministry of Civil Aviation; or
 - ii. Non-scheduled operator permit (NSOP), registered/ licensed with/ by Directorate General of Civil Aviation/ Ministry of Civil Aviation; or
 - iii. FTO, registered with/ licensed by Directorate General of Civil Aviation. If, however, the Bidder in this category is not registered with/ licensed by the Directorate General of Civil Aviation, it shall provide an undertaking that it will procure all the necessary approvals on or before Operations Date of the FTO failing which its selection, if made, will be cancelled

In the event of a bidder being a consortium, one of the bidders should

satisfy the above-mentioned criteria

9. OPENING OF BIDS: -

- a. Technical Parts of all Bids received online by the due date and time will be opened online at TIDCO Office in the presence of TIDCO Tender Committee members, Bidder's designated representatives and anyone who chooses to attend, and this can also be viewed by the Bidders online.
- b. The Financial Parts of the Bids shall remain unopened in the e- Procurement System, until the subsequent public opening, following the evaluation of the Technical Bids.
- c. In all cases, the technical bid without the bank transaction details for Bid Security Payment (NEFT/RTGS details) will be declared non-responsive and will not be opened.
- d. Thereafter, the Bidders' names, the presence of Bid security, and such other details as the Committee members may consider appropriate, will be recorded as Technical Part Bid opening summary.
- e. The Technical Part Bid opening summary will be uploaded on the eProcurement Portal and a copy of the same will be handed over to the Bidders' representatives present at the time of Bid opening
- f. Only Technical Bids that are opened at Bid opening shall be considered further for evaluation.
- g. In the event of the specified date of bid opening being declared a holiday, the bids will be opened at the appointed time and location on the next working day.
- h. Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with the process until the award to the successful Bidder is

announced

- i. The evaluation committee appointed by TIDCO as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and other relevant eligibility if any specified in the RFP.

10. EVALUATION OF TECHNICAL PARTS OF BIDS AND OPENING OF FINANCIAL PARTS OF BIDS

- a. Evaluation of Technical Bid with respect to Pre- qualification criteria shall be taken up.
- b. The Employer will determine whether each Bid (a) has been properly signed; (b) meets the qualification criteria defined and (c) is substantially responsive to the requirements of the bidding documents;
- c. After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified bidders whose Price bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on e-Procurement Portal.
- d. Following the results of evaluation of the Technical Bid being made public, the Employer shall notify in writing those Bidders whose Technical Bids have been evaluated as substantially responsive as under: (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) their Price bid will be opened online; and (c) notify them of the date and time of the online/public opening of the Price bids
- e. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online.
- f. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening. Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.

11. EVALUATION OF PRICE BIDS

- a. The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) hourly rates entered by the Bidder in the BOQ Schedule online and (ii) quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.
- b. During the detailed evaluation of Price Bid, the substantial responsiveness of the Bids will be further determined with respect to the those bid conditions that were not examined in evaluation of technical Bids, i.e., Financial Part, and Priced Bill of Quantities.
- c. If a Bid is not substantially responsive, it will be rejected by the TIDCO, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation
- d. The TIDCO shall compare the evaluated costs of all substantially responsive Bids established in accordance with tender conditions to determine the Bid that has the lowest evaluated price.

12. NEGOTIATIONS

- a. Negotiations will be held at the address indicated in the Data Sheet with "H1 Bidder". The aim is to reach agreement and sign a contract. Negotiations will include a discussion of the work plan and any suggestions made by the firm to improve the Terms of Reference.
- b. Changes agreed upon will then be reflected in the contract, including all tax liabilities and all costs, etc.
- c. The Contract will be awarded after successful negotiations, with the selected Bidder.
- d. In the event the selected Bidder fails to reconfirm its commitments during negotiations such that there arises a material deviation in the technical proposal as evaluated by the Client, then the Client reserves the right to disqualify the proposal of the selected Bidder and designate the next ranked Bidder as the selected Bidder and invite it for negotiations.

- e. The Contract will be awarded after successful negotiations, with the qualified/selected Bidder

13. AWARD OF CONTRACT

- a. A Letter of Award (LOA) will be issued followed by the negotiations. After issuance of LOA, TIDCO will promptly notify other bidders whose bids were considered non-responsive.
- b. A Letter of Award (the "LoA") will be issued, in duplicate, by TIDCO to the Successful Bidder and the Successful Bidder shall, within 5 (Five) working days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received by the stipulated date, TIDCO may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder, and the next highest-ranking Bidder may be considered.

14. PERFORMANCE SECURITY:

The bidder shall, within 30 (thirty) days of the issue of LOA, furnish a Performance Security of amount equivalent to

[Annual Fixed Fee + (3000x hourly fee)]

And consequently execute the contract deed. Upon the receipt of performance security and execution of the contract deed the Bid Security provided by the bidder for the bidding process shall be returned. The Performance Security shall remain in force and shall be kept in effect by the TIDCO, during the subsistence of the Contract period and 6 (six) months thereafter.

Failure of the Successful bidder to lodge the required BG shall constitute sufficient grounds for the termination of the award. The performance security shall remain in force until the satisfactory completion of the contract and will

be discharged thereafter. The obtaining of such Guarantee shall be at the expense of the successful bidder.

15. EXECUTION OF CONTRACT:

After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract Deed within 10 (Ten) working days from the date of acknowledgement of receipt of LoA. The Successful Bidder shall not be entitled for alterations in the contract deed once finalized. However, if there are any relevant issues which would arise in the future, the amendment of the Contract could be done by TIDCO based on the request by the contractor

16. COMMENCEMENT OF ASSIGNMENT:

The bidder shall commence the Services from 7 working days from the Date of signing of Contract Deed. If the Successful Bidder fails to either sign the Contract or commence the assignment as specified herein, TIDCO may invite the second ranked Bidder for Contract signing. In such an event, the Bid Security and/ or the Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by TIDCO.

17. COMMENCEMENT OF OPERATION :

The bidder shall commence flying training activities with the required infrastructure, clearances/approvals from DGCA for the project and all other mandates required as per CAR Section 7-Flight Crew Standards Training & Licensing Series-D Part I Issue I, 30th January, 2015 within a period of 1 year from the execution of the contract. In case of inability of the successful bidder to commence operations within this time, the Contract would be cancelled and the performance security would be forfeited.

18. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

19. FRAUD AND CORRUPT PRACTICES

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics for the Selection . Notwithstanding anything to the contrary contained in this RFP, TIDCO will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, TIDCO will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.
- b. Without prejudice to the rights of TIDCO under the Clause herein-above, the rights and remedies which the TIDCO may have under the LOA or the Agreement, if a Bidder, is found by TIDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by TIDCO during a period of 2 (two) years from the date such Bidder, as the case may be, is found by TIDCO to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Clause, the following terms shall have the meaning

hereinafter respectively assigned to them:

- i. "corrupt practice" means (i) offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TIDCO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TIDCO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TIDCO in relation to any matter concerning the Project;
- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TIDCO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
(ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding

or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

20. PRE-BID MEETING

Pre-bid Meeting of the Bidders will be convened at the date, time and place indicated in the data sheet. A maximum of two representatives of each firm interested to bid will be allowed to participate on production of an authorisation letter from the respective Firms. During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of TIDCO. TIDCO will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

21. DISPUTE RESOLUTION/ ARBITRATION

- a. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. For any dispute arising out of this Agreement / Contract, only the Courts in Chennai shall have jurisdiction to settle such disputes.

22. FORCE MAJEURE

- a. If, at any time, during the pendency of the contract/process the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other

within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract/process shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of TIDCO as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract/process

23. MISCELLANEOUS

- a. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b. TIDCO, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i Suspend and/or cancel the selection process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ii Consult with any Bidder in order to receive clarification or further information;
 - iii Retain any information and/or evidence submitted to TIDCO by, on behalf of and/or in relation to any Bidder; and/or
 - iv Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on

behalf of any Bidder.

- c. All documents and other information provided by TIDCO or submitted by a Bidder to TIDCO shall remain or become the property of TIDCO. Bidders are to treat all information as strictly confidential. TIDCO will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the bidder to TIDCO in relation to the assignment shall be the property of TIDCO.
- d. TIDCO reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.

SECTION 4

ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY

4.1. Bid opening

4.1.1. The Authority wishes to receive bids in order to select capable Bidder for the Project. The price bids of the Bidders fulfilling the eligibility criteria shall be subsequently evaluated.

4.1.2. The Financial Bids of only those Bidders shall be opened who meet the Technical Bid-criteria.

4.2. Selection process

4.2.1. The bidder should meet the minimum eligibility criteria to be eligible for the technical evaluation

4.2.2. The highest price (Hourly Fee) quoting bidder meeting the minimum eligibility criteria will be the successful bidder.

4.3. Eligibility, Bid Parameter and qualification requirement of Bidders

4.3.1. This tender document (RFP) is not transferable.

4.3.2. The Bidder can be a sole bidder or JV or consortium of bidders. However, no Bidder applying individually can be a member of another Bidder. In case of consortium/ JV relevant agreement shall be submitted. The eligibility can be met by the lead member or together as consortium.

4.3.3. The Bidder shall not have any conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to debar the bidder from participation in any tender for 3 years and/ or forfeit and appropriate the Bid/ Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other

right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement or otherwise. Bidders to submit a self-declaration that they do not have any Conflict of Interest Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (a) A constituent of such Bidder is constituent of another Bidder; or
- (b) A Bidder or its Director applying individually is also a member of another Bidder; or
- (c) Such Bidder has same legal representative for purposes of this bid as any other Bidder; or
- (d) Such Bidder or any associate thereof has a relationship with another Bidder, directly or through common 3rd party, that puts either or both of them in a position to have access to each-other's information about or to influence the bid of either or each other.

4.3.4. To be eligible for this RFP, a Bidder shall fulfil the following conditions of eligibility:

4.3.5. **Technical Capacity:** For demonstrating "**Technical Capacity**", the Applicant/JV/ Consortium shall be, as on the Bid Due Date:

- (i) A scheduled operator (SOP), registered/ licensed with/ by Directorate General of Civil Aviation/ Ministry of Civil Aviation; or
- (ii) Non-scheduled operator (NSOP), registered/ licensed with/ by Directorate General of Civil Aviation/ Ministry of Civil Aviation; or
- (iii) FTO, registered with/ licensed by Directorate General of Civil Aviation. If, however, the Bidder in this category is not registered with/ licensed by the Directorate General of Civil Aviation, it shall provide an undertaking that it will procure all the necessary approvals on or before Operations Date of the FTO failing which its selection, if made, will be cancelled

In the event of a bidder being a consortium, one of the bidders should satisfy the above-mentioned criteria

4.3.6. Financial Capacity: The Applicant shall have a positive net worth in anyone of the three preceding financial years from the Bid Submission Date. In case the Applicant is formed/registered in the current financial year, the condition of positive network shall not apply. In the event of the bidder being a consortium, at least two thirds of the members of the consortium need to comply with the financial capacity requirements.

4.3.7. Bid Parameter: The bid parameter shall be the Hourly Fee payable to the Authority in terms of INR per Flying Hour, subject to a minimum of INR 250 (Two Hundred and fifty Rupees only) per Flying Hour.

4.3.8. The following persons shall, however, be ineligible for submission of a bid in terms of this RFP and the bid submitted by them shall be deemed to be a non-responsive bid:

(a) Persons or entities debarred/ blacklisted by CBI or the Authority or Government undertakings or any entity controlled by the Government such as railways, Defence, or any other department of Government and such bar subsists as on the date of this RFP. The bidder has to submit an undertaking in this regard;

(b) A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification here under and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Processor on the implementation of the transactions contemplated hereunder;

4.3.9. The Bidder shall enclose with its Bid, to be submitted in the form acceptable to

the Authority:

(a) A UDIN generated documents/certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder, for the financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, Net Worth (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. The documents submitted by bidders without UDIN shall not be entertained and

(b) A declaration to the effect that it is not disqualified from submitting a bid in terms of Clause 4.3.8; and for a consortium of bidders, these documents should be submitted by all consortium members

4.3.10. The eligible bidders shall be required to submit self-attested copies of the following along with their Proposal:

- i. Documents verifying the claim as per above including the appointment letter/ work order / contract agreement
- ii. Details of Permanent Account Number (PAN).
- iii. GST Registration Certificate.
- iv. Share holding pattern
- v. Copy of audited annual financial statements including Balance Sheets and Profit & Loss Account statements of the firm for the last three (3) financial years (2019-20, 2020-21 & 2021-2022) or audited documents showing positive net worth.

SECTION 6

TECHNICAL PROPOSAL - STANDARD FORMS

- 6A. Technical Proposal submission form
- 6B. Format for Power of Attorney for authorized signatory
- 6C. Format for submission of information about the bidder
- 6D. Format for providing a summary of experience of the Bidder
- 6E. Undertaking regarding debarment/blacklisting
- 6F. Format for Financial Proposal Submission Form

6A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

To: (Name and Address of TIDCO)

Sir:

**Subject: Establishing Flying Training Organization (FTO) at Kovilpatti-
Submission of technical proposal.**

Being duly authorized to represent and act on behalf of
..... (her
einafter referred to as the "Bidder") and having reviewed and fully understood
all of the Proposal requirements and information provided and collected, the
undersigned hereby submits the Proposal on behalf of _____
(Name of Bidder) for the captioned Assignment in one (1) original and one (1)
copy, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of **180 days** from
_____(insert Proposal Submission Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise,
contained in our Proposal we hereby represent and confirm that our Proposal is
unqualified and unconditional in all respects.

We hereby certify and confirm that in the preparation and submission of our
Proposal, 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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized

Signature:

Name and Title of Signatory:

Name of Firm:

6B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY¹

We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal in response to the RFP and submission of our bid for the Assignment proposed by the (the "TIDCO") including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information/ responses to TIDCO, representing us in all matters before TIDCO, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with TIDCO in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/ or till entering into the Agreement with TIDCO.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022

2.

(Signature, name, designation and address) Witnesses:

Accepted

.....

1.

(Signature)

For

(Notarised)

¹To be submitted in original.

(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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

6C. FORMAT FOR SUBMISSION OF INFORMATION ABOUT THE BIDDER

Sl. No	ITEMS	DETAILS
i)	Name of the Company	
ii)	Legal Status	{sole proprietorship firm/ partnership firm/ limited liability partnership/ private limited/ public limited company}
iii)	Bidding Status	{Sole Firm/ Lead Member/ Member of Consortium}
iv)	(a)Postal address of the (b)Telephone no.(s) (c)Fax No.(s) (d) Website, (e)Email	(a) (b) (c) (d) (e)
v)	(a) Name of theauthorized representative (b) Designation andpostal	(a) (b) (c)
vi)	Year of incorporation of the company under the Companies	
vii)	Banker's Name and Address	
viii)	Registration Number	
ix)	Permanent Account Number (PAN) for Income Tax	
x)	GST details	
xi)	Flight training registration details if any	

xii)	Annual turn over the last three completed financial years	Financial Year	Annual Turnover (Rs. Crore)
		FY2021-22	
		FY2020-21	
		FY2019-20	
		Average Annual Turnover (Rs. Crore)	

Signature, Name & Designation of the Authorized Signatory

If consortium, details of all members should be submitted in the same format.

The following documents shall be provided to demonstrate eligibility

- Copy of registration certificate issued by registrar of companies/firms
- Copy of GST Certificate
- Copy of PAN
- Copy of flight training registration details if any
- Copy of audited annual financial statements including Balance Sheet and Profit & Loss Account statement of the firm for the last three (3) financial years (Year 2019-20, Year 2020-21 & Year2021-22)
- Auditor's certificate to verify the annual average turnover for the last three financial years or positive networkth.

6D. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY

(To be filled, signed and attached)

Scheduled Operator (SOP) license issued by DGCA to be attached(or)

Non-Scheduled Operation (NSOP) license issued by DGCA to be attached(or)

FTO registration certificate issued by DGCA (in case of this not being available, a undertaking that the bidder would obtain all approvals prior to the date of commencement of operations) to be attached

Signature of Authorized Representative of the bidder

6E. UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

I/We (name of the bidder/ lead member representative) on behalf of (bidder's organisation/ lead members organisation) do here by solemnly affirm and declare as follows:

- Our firm is not restrained/ debarred/ blacklisted by TIDCO or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.
- Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in TIDCO, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date:
authorized

[Signature and name of the

signatory of the firm]

Place:

Note: Above undertaking is to be given on company's letter head.

6F. FINANCIAL PROPOSAL SUBMISSION FORM(As Per the BOQ Schedule given in the e- Procurement Portal)

Note: The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) unit rates entered by the Bidder in the BOQ Schedule online and (ii) quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.

In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents.

We, the undersigned offer to provide the FTO services for the above in accordance with your

Request for proposal dated **xxxxxx** and our proposal (technical and financial proposal) dated

xxxxxx. Our attached financial proposal is the Hourly Fee of **Rs. (Figure) (Rupees. In Words only/-)**.

Our financial proposal is binding upon us up to expiring of validity period of the proposal, **i.e. date xxx.**

We understand that the total fee payable to the authority would be :

Annual Fixed Fee plus Variable fee [Hourly fee x (3000 or annual cumulative flying hours-whichever is the highest)] as stated in RFP. For this project the Annual Fixed Fee is fixed at INR 1,00,000 (One Lakh Rupees only).

We undertake that, in competing for and if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Particular	Amount in INR
Hourly Fee	

Yours sincerely,

Authorized

Signature:

Name and Title of Signatory:

Name of the Firm:

Address

Note: This is for representation purpose only, no figures to be quoted here. The amount shall be filled online in BOQ section on e-tender Portal only.

1. **OBLIGATIONS OF THE SUCCESFUL BIDDER/CONTRACTOR**

- 1.1 The Bidder/contractor acknowledges that the Authority has granted usage rights of Site for establishment of FTO in order to encourage aviation related activities in Tamil Nadu and has received concessions from the Authority for the same. **In light of the aforementioned, the Bidder undertakes to pass on the concessions received from the Authority to the student pilots and develop a world class FTO facility with adequately trained professionals, services, operations and maintenance and safety standards.** Subject to and on the terms and conditions of this Agreement, the Contractor shall, at its own cost, undertake the design, engineering, procurement, construction, operation and maintenance of the FTO and observe, fulfil, comply with and perform all its obligations set forth in this Agreement or arising hereunder.
- 1.2 The contractor shall obtain the pre-operational Approvals mandated by DGCA before operation
- 1.3 The apron shall be, a minimum suitable for code 2B (B200 or equivalent), type of aircrafts.
- 1.4 The site layout plan of the proposed FTO is to be made by the contractor and get the required approval from DGCA.
- 1.5 The Contractor shall comply with all Applicable Laws and Policies including without limitation, the Act and the National Civil Aviation Policy, 2016 and the policies of the Authority (as issued and amended from time to time) and the DGCA and obtain and comply with the terms and conditions of all the Approvals (including renewals thereof) in the performance of its obligations under this Agreement.
- 1.6 The contractor shall keep the Performance Security furnished to the Authority valid at all times and furnish fresh Performance Security during the subsistence of this Agreement.

- 1.7 The contractor shall pay all costs, charges, statutory deposits, Taxes (including GST), duties (including stamp duties, if any), fees(including any Fee) rates and other user charges(including those applicable for existing utility connections), if any and any other dues assessment or outgoings payable in respect of the FTO (including new utility connections obtained by it, if any)which may believed by Government Instrumentalities, wherever applicable. The Fee payable by the contractor in terms of this Agreement shall not be changed by the Authority, for any reason whatsoever.
- 1.8 The contractor shall pay all the Taxes, cesses and duties imposed by the relevant Government Authorities and/ or Government Instrumentalities in relation to the Site including without limitation the municipal taxes.
- 1.9 The contractor shall use the Site and IOF only for purpose for establishing a FTO. In case the Contractor proposes to use it for any other related to aviation, it can be done with permission of the Authority. If the land is used for any other purpose the TIDCO reserves the right to terminate the contract and the security amount would be forfeited. The Authority also reserves the right to terminate the contract if the contractor does not operate the FTO for a period of 2 years continuously.
- 1.10 The contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 1.11 The contract shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set forth in this Agreement:
- 1.12 make, or cause to be made, necessary applications to the Authority, DGCA and other relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Approvals, other than those set forth in Clause 3.2 above, and obtain and keep in force and effect such Approvals in conformity with the Applicable Laws and Policies;
 - a. make all other payments required to be made in accordance with Applicable Laws and Policies in relation to its rights and obligations under

this Agreement.

- b. procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems required for the establishment of the FTO.
- c. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement.
- d. ensure and procure that its Sub-contractors comply with all Approvals and Applicable Laws and Policies in the performance by them of any of the Contractor's obligations under this Agreement.
- e. Ensure optimal use, operation and maintenance of the Site & IOF through out the Contract Period;
- f. not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- g. transfer the Site & IOF at zero cost to the Authority upon expiry of the Contract Period or upon the Termination of this Agreement, in accordance with the provisions hereof;
- h. make the payments including but not limited to the Fee to the Authority in accordance with the provisions contained herein below , till the expiry or termination of this Agreement;
- i. take all reasonable steps to protect the Site, other infrastructure of Authority & IOF and to limit the damages and nuisance to the people, IOF and the Site resulting from establishment of the FTO by the Contractor;
- j. comply with all the Applicable Laws and Policies and the terms of the Approvals, in the performance of the Contractor's obligations under this Agreement including those being performed by any of theSub-contractors;
- k. develop, implement and administer a safety program, including correction

of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment

- l. take all reasonable precautions for the prevention of accidents on or about the Site and provide all reasonable assistance and emergency medical aid to the victims;
- m. remove promptly from the Site, all waste materials (including, without limitation, hazardous materials and waste water), rubbish and other debris (including without limitation accident debris), dispose-off all appropriately) and shall keep the Site in a neat and clean condition and in conformity with the Applicable Laws and Policies and Approvals;
- n. obtain and maintain in force on and from the Effective Date, all insurance in accordance with the provisions of this Agreement and Good Industry Practice; and
- o. ensure that such Site remains free from all encroachments and take all steps necessary to remove encroachments, if any.

1.13 The contractor shall, prior to commencement of construction at the Site:

- a. have requisite organization and designate and appoint a manager and such other managers, officers and representatives as it may deem appropriate to supervise the construction and to deal with the Authority Representative and be responsible for all necessary exchanges of information required pursuant to this Agreement; and
- b. undertake, do and perform such acts, deeds and things as may be necessary or required for construction at Site and operation of the FTO, including without limitation obtaining necessary Approvals, permits, registrations and consents, as may be required and such other things as may be required under and in accordance with this Agreement.

1.14 The contractor shall submit such reports, statements and certifications to the Authority during the Contract Period. Such reports will contain such

information as is reasonably required to keep the Authority properly informed of matters relating to operation and maintenance of the IOF.

- 1.15 The contractor shall achieve completion of the construction of the IOF within the Construction Period.
- 1.16 The contractor shall on expiry of the Contract Period or upon Termination, within a maximum period of 30(thirty) days, transfer the IOF and the Site to the Authority at zero cost, in a clean, safe and serviceable condition to the satisfaction of the Authority. Provided that, if the contractor fails to handover the IOF and the Site as aforesaid, the Authority may invoke the Performance Security to recover any losses, liabilities and/ costs incurred by the Authority on account of such delay in handing over the IOF and the Site.
- 1.17 The Contractor shall provide all assistance to the Authority Representative, independent auditor/arbitrator as it may require for the performance of their obligations and services hereunder.
- 1.18 In the event of an accident, the Contractor shall, by most expeditious means, inform the Authority, police and other concerned authorities. The Contractor shall take expeditious action to provide medical aid, emergency services and relief to the accident victims and upon completion of legal formalities clear the accident site and remove the debris and wreckage.
- 1.19 The bidder/ Contractor shall arrange at its own cost, foreign exchange and clearances required for import of technology, equipment or materials to be used for the purposes of this Agreement and pay all requisite duties and levies in this regard.

1.20 Obligations relating to other agreements

- a. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in any other agreement entered into by it with a Third Party in connection with performance of its obligations or enjoyment of its

rights hereunder, and no default under any other agreement shall excuse the Contractor from fulfilment of its obligations or liability hereunder.

- b. Notwithstanding anything to the contrary contained in this Agreement, the Contractor shall not sub- lease or in any manner create any Encumbrance on the IOF and/or the Site.
- c. The Contractor shall procure that each of the agreement executed by the Contractor in connection with the transactions contemplated hereunder, expressly contain provisions that entitle the Authority to step into such agreement in substitution of the Contractor in the event of Termination or Suspension (the "**Covenant**"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution, such agreements shall cease to be in force and effect on the Transfer Date without any liability what so ever on the Authority and the Covenant shall expressly provide for such eventuality. The Contractor agrees to expressly include the Covenant in all such agreements and undertakes that it shall, in respect of each of the such agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(s) of each of such agreements, where under such counter party(s) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.
- d. The Contractor shall at all times retain overall responsibility, obligation and liability in relation to maintenance of the IOF and the Site. It is clarified that the Contractor shall remain solely liable and responsible for any acts, omissions or defaults of any other Persons authorised by the Contractor in relation to this Agreement, the Sub-contractors and shall at all times indemnify and keep indemnified the Authority in respect thereof.
- e. The Contractor shall neither erect any flag- staff, wireless poles or other

such high structures nor shall it erect or display or any high power electric light or any electric sky signs or any other mechanism lighted or otherwise for purpose of advertisements or signboards without the previous approval in writing of the Authority.

1.21 Employment of trained personnel

The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

1.22 Successful Bidder/Contractor's Representative

- a. The Contractor's Representative shall be the person so designated by the Contractor. If at some point of time, the Contractor is unable to provide the services of the person named the Contractor's Representative, and then it shall notify the Authority its reasons for this, and thereafter, provide a substitute person who can be the Contractor's Representative.
- b. The person named as the Contractor's Representative under this Agreement shall be a qualified and competent person having previous experience in a similar capacity in works comparable to the works contemplated hereunder.
- c. Except as otherwise stated in the Agreement, the Contractor's Representative shall receive on behalf of the Contractor all notices, instructions, consents, Approvals, certificates, determinations and other communications under the Agreement. Whenever the Contractor's Representative is to remain absent from the Site for a continuous period in excess of 14 (fourteen) days, a suitable replacement Person shall be appointed with the Authority's written consent.
- d. The Contractor's Representative may delegate, while retaining his prime responsibilities, any of his powers, functions and authorities to any competent Person, and may at any time revoke any such delegation. Any

such delegation or revocation shall be in writing and shall not take effect until the Authority has received prior written notice signed by the Contractor's Representative, specifying the powers, functions and authorities being delegated or revoked. Contractor's Representative shall notify in writing to the Authority the names, duties and scope of authority of such Persons. Any instructions given to any of them shall be deemed to have been given to the Contractor's Representative. Any such delegation shall not relieve the Contractor's Representative of its obligation and duties under this Agreement.

1.23 **Air Traffic Services:.**

The contractor would however be permitted self-operations of ATS with due safe guards in terms of safety, security and accuracy of flight data recording. This shall, however, be subject to approval of DGCA. It is further clarified that in addition to the indemnities and liabilities covered in the Contract Deed, any liability arising out of provision of the ATS shall vest with the Operating FTO.

1.25 If the Successful bidder/Contractor does not comply with the Applicable Laws and Policies, Specifications and Standards and this Agreement, the Authority shall issue a notice to the Contractor, indicating the deviations/defaults and requiring the Contractor to make such alterations as would be required to ensure its conformity with the Applicable Laws and Policies, Specifications and Standards and this Agreement ("**Cure Notice**")

Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interestor who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of Senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

" We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that (Name of firm/bidder) is not from such country or, if from such a country, has been registered with the Competent Authority. We hereby certify that (Name of Firm/Bidder) fulfils all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.