



# Selection of Helitour Operator for Development of Helitourism in Karnataka

## REQUEST FOR PROPOSAL VOLUME 1 INSTRUCTIONS TO BIDDERS

January 2010

*Karnataka*  
One state. Many worlds.

Department of Tourism  
Government of Karnataka.

**Request for Proposal**

<b>Volume I</b>	<b>Instructions to Bidders</b>
<b>Volume II</b>	<b>Draft Agreement</b>
<b>Volume III</b>	<b>Project Information Memorandum</b>

**GLOSSARY**

<b>Bank Guarantee</b>	As defined in Clause 2.20.1
<b>Bid(s)</b>	As defined in the Disclaimer
<b>Bidders</b>	As defined in Clause 1.2.2
<b>Bidding Documents</b>	As defined in Clause 1.1.8
<b>Bid Due Date</b>	As defined in Clause 1.2.2
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Conflict of Interest</b>	As defined in Clause 2.1.14
<b>Operating Right</b>	As defined in Clause 1.2.6
<b>Demand Draft</b>	As defined in Clause 2.20.2
<b>DoT</b>	As defined in Clause 1.1.1
<b>Government</b>	Government of Karnataka
<b>Helitour Operator</b>	As defined in Clause 1.1.3
<b>LOA</b>	As defined in Clause 3.3.5
<b>Member</b>	Member of a Consortium
<b>Agreement</b>	As defined in Clause 1.1.3
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.1
<b>Project Information Memorandum</b>	As defined in Disclaimer
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in the Disclaimer
<b>Selected Bidder</b>	As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

**NOTE**

- A) This RFP document is common for all the Circuits. It may be noted, however, that for all intents and purposes, the Circuits are independent of each other and are to be Bid for separately, in accordance with this RFP document, and separate Agreement shall have to be entered into for each Circuit.
  
- B) The Bid submission of the Bidder shall be considered only for the Circuit (s), for which the Bidder has explicitly submitted its Bid.

## DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of DoT or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DoT to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal, including financial offers pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by DoT in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DoT, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the Project Information Memorandum (“**PIM**”), may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DoT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DoT, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

DoT also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DoT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that DoT is bound to select a Bidder or to appoint the Selected Bidder or Helitour Operator, as the case may be, for the Project and DoT reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any

demonstrations or presentations which may be required by DoT or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DoT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. Department of Tourism (DoT), Government of Karnataka (GoK) (herein after referred to as “DoT”), intends to develop helitourism in Karnataka with private sector participation (The “Project”).
- 1.1.2. For the development of helitourism, DoT has identified four circuits (hereinafter referred to individually as ‘the Circuit’ and collectively as ‘Circuits’) in Karnataka. DoT would make available basic common infrastructure such as helipads, road connectivity, etc to facilitate helitourism.

Details of the Circuits are provided in the table below:

Circuit No.	Name of the Circuit	Prime destinations
1	Coastal	Mangalore- Kaup- Udupi- Murudeshwar- Gokarna- Karwar
2	Heritage	Hampi- Badami- Pattadakal- Aihole- Bijapur
3	Malnad	Mysore- Coorg- Belur- Halebidu- Chikkamagalur- Jog
4	Pilgrim	Mangalore- Kukke- Dharmasthala- Moodubidri- Udupi- Kollur- Sringeri- Kalsa- Hornadu

- 1.1.3. The Bidder to be selected by DoT for the Project shall either be a company incorporated under the Companies Act, 1956 or a Consortium of Companies who shall undertake to incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 1956 prior to execution of the Agreement (the “**Helitour Operator**”). The Helitour Operator shall be responsible to design, finance, procure, operate, maintain and manage the Project under and in accordance with the provisions of the Agreement (the “**Agreement**”) to be entered into between DoT and the Selected Bidder for a period of two (2) years in the form provided as part of the Bidding Documents.
- 1.1.4. The scope of work of the Helitour Operator include deployment of helicopters, carrying tourists to destinations in the circuits, preparation of itineraries and provision of off-board activities to tourists in the Circuit. The
- 1.1.5. DoT shall assure the Helitour Operator with a certain number of flying hours per month for each Circuit (“Assured Flying Hours”). The Assured Flying Hours per month per Circuit are provided in Annexure A to this RFP. In the event of the Helitour Operator operating less than the Assured Flying Hours for the Circuit, DoT would pay the Helitour Operator a fee per Assured Flying Hour at the rate

provided in Agreement for each of such hour of Assured Flying Hours for which the Helitour Operator has not operated.

- 1.1.6. The Agreement sets forth the detailed terms and conditions for grant of the right to the Helitour Operator, including the scope of the Helitour Operator's services and obligations and the same is enclosed as Volume Two of this document.
- 1.1.7. The statements and explanations contained in this RFP are intended to provide a proper 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 scope of services and obligations of the Helitour Operator set forth in the Agreement or DoT's rights to amend, alter, change, supplement or clarify the scope of work, the right 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 DoT.
- 1.1.8. DoT shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by DoT pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by DoT, and all Bids shall be prepared and submitted in accordance with such terms.
- 1.1.9. Though this RFP document is common to all the Circuits, however, separate Bids shall be received and separate Agreements shall be entered into for each of the Circuits.
- 1.1.10. Under this RFP, a Bidder may submit Bids for one or more Circuit(s). Bidders desirous of bidding for more than one Circuit will be required to submit separate bids for each of the Circuit(s). The Bids would be evaluated on the basis of the evaluation criteria set out in Section 3 of this RFP document in order to identify the Selected Bidder for the Circuit(s).

## **1.2. Brief Description of Bidding Process**

- 1.2.1. DoT has adopted a single stage process for identify the Selected Bidder for award of the Circuits.
- 1.2.2. The Bidders (the "**Bidders**") are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2.3. The Bidding Documents include the draft Agreement and Project Information Memorandum (the "PIM") for the Project. Subject to the provisions of Clause 2.1.4, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to deposit for each Circuit, along with its Bid, a Bid Security of Rs.10,00,000/- (Rupees Ten lakhs only), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to DoT, and in such event,

the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between DoT and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.4.A The Bidders would need to submit the following sets of documents in separate sealed envelopes as part of their Bid:

- a. Documents mentioned in Clause 2.11.2 - "**Key Submissions**",
- b. Documents as mentioned in Clause 2.11.2 – "**Qualification Submissions**", relating to eligible experience and financial capability of the Bidder.
- c. Technical Bid as mentioned in Clause 2.11.2 "**Technical Bid**".
- d. Financial Offer as mentioned in Clause 2.11.2 "**Financial Bid**".

1.2.4 B The evaluation of the Bid submissions would be carried out in the following four stages.

- a. The first stage would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would be evaluated in the next stage i.e. the Qualification Stage.
- b. In the Qualification Stage, the information of the Bidders relating to their eligible experience and financial capability would be evaluated as per Clause 3.2 B of the RFP. Qualified Bidders would only be considered for the evaluation in the next stage.
- c. In the third stage, the Technical Bid of the Bidders would be assessed and evaluated as per Appendix VII of RFP document. Bidders scoring 50 marks and above would qualify for the evaluation in the next stage ("Technically Qualified Bidders").
- d. The Financial Bid of only Technically Qualified Bidders would be opened and evaluated to identify the Preferred Bidder.

1.2.5. Generally, the Bidder quoting the best in the Financial Bid shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.3. of this RFP, be invited to match the Bid submitted by the Selected Bidder in case such Selected Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Selected Bidder, DoT may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.6. During the Bid Stage, Bidders are invited to examine the Circuits in detail, and carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the **Right**.

1.2.7. Financial Bids are invited for any or all of the Circuits on the basis of the highest premium in the form of percentage of revenue share payable by the Helitour Operator to DoT ("**Premium**") in the event of flying more than the Assured Flying Hours. Premium shall be quoted for each Circuit separately. The Agreement Period is pre-determined, as indicated in the Agreement. The Premium shall constitute the sole criteria for evaluation of Financial Bids. Subject to Clause 3.3.1, the Circuit will be awarded to the Bidder quoting the highest Premium.

- 1.2.8. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.5 below. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Proposal for Development of Helitourism in Karnataka" \_\_\_\_\_(Name of the Circuit)".

### 1.3. Schedule of Bidding Process

DoT shall endeavour to adhere to the following schedule:

SI No	Event Description	Date
1.	Last date for receiving queries	February 01, 2010
2.	Pre-Bid meeting	February 03, 2010
3.	DoT response to queries latest by	February 10, 2010
4.	Bid Due Date	February 25, 2010
5.	Opening of Bids	On Bid Due Date
6.	Letter of Award (LOA)	Within 45 days of Bid Due Date
7.	Setting up of SPV	60 Days from the date of issue of LOA
8.	Validity of Bids	180 days of Bid Due Date
9.	Execution of Agreement	75 days from the Date of acceptance and acknowledgement of LOA

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of Bidding

- 2.1.1. A Bidder is eligible to submit only one Bid for each Circuit. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. Similarly a Bidder shall not be allowed to change its composition for any of the Circuits, i.e. a single entity bidding for a Circuit cannot bid as a Consortium for any other Circuit and a group of entities bidding as a Consortium for a Circuit cannot change its composition for any other Circuit.
- 2.1.2. For determining the eligibility of Bidder for their qualification hereunder, the following shall apply:
- (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Circuit. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
  - (b) A Bidder shall be a Company incorporated under the Companies Act 1956 and if it is a foreign company, under an equivalent law abroad. If the Bidder is a Consortium then all the members in the Company shall be a Company incorporated under the Companies Act 1956 and if it is a foreign company, under an equivalent law abroad. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.17 below.
- 2.1.3. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft Agreement for the Project shall have the meaning assigned thereto in the Agreement.
- 2.1.4. The PIM for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the PIM shall be binding on DoT nor confer any right on the Bidders, and DoT shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 2.1.5. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.6. The Financial Bid should be furnished in the format as set out in Appendix - VIII, clearly indicating the Premium in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the higher of the two shall be taken into account.
- 2.1.7. The Financial Bid shall consist of the Premium quoted by the Bidder, as per the terms and conditions of this RFP and the provisions of the Agreement.

- 2.1.8. The Bidder should submit a Power of Attorney as per the format at **Appendix – III**, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Appendix – IV**.
- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.11. The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.
- 2.1.12. The Bidding Documents including this RFP and all attached documents are and shall remain the property of DoT and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. DoT will not return any Bid or any information provided along therewith.
- 2.1.13. A Bidder shall not have a 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, DoT shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DoT for, inter alia, the time, cost and effort of DoT, including consideration of such Bidder’s Bid submission, without prejudice to any other right or remedy that may be available to DoT hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 (five) percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 (five) percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided however, that no such shareholding shall be reckoned under this sub-clause (bb) if the

- shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity share holding on such intermediary; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
  - c. such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy to any other Bidder or its Member or any Associate thereof; or
  - d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - e. such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof,, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
  - f. such Bidder or any Associate thereof has participated as a consultant to DoT in the preparation of any documents, design or technical specifications of the Project.
- 2.1.14. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of DoT in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Helitour Operator, as the case may be, after issue of the LOA or execution of the Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of DoT, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which DoT may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without DoT being liable in any manner whatsoever to the Selected Bidder or Helitour Operator for the same.
- 2.1.15. This RFP is not transferable.
- 2.1.16. Any award of Right pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.17. Where the Bidder is a single entity, it could form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 1956 (the "SPV"), to execute the Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following requirements:
- a. The Bid should contain the information required from each member;
  - b. The Bid should include a description of the roles and responsibilities of the members;
  - c. The number of members in the Consortium would be limited to 3 (three) members;
  - d. A Bidder who has applied for a Circuit in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Circuit;

- e. the parties to a Consortium shall form an appropriate SPV to execute the Circuit(s) if awarded to the Consortium
- f. members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV;
- g. The members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of making the Bid and submitting the Bid.

The MoU should, inter alia:

- i. Convey the intent of the members of Consortium to form a Special Purpose Vehicle (SPV) and commitment that the Lead Member shall hold not less than 51% of the paid up equity capital of such SPV throughout the Agreement Period and each of the other members whose eligible experience and financial capacity was considered for submitting the Bid shall hold not less than 10% of the paid up equity capital of such SPV for a period of the Agreement.
- ii. Commit the minimum equity stake to be held by each member;
- iii. Such SPV would enter into the Agreement and subsequently carry out all the responsibilities as Selected Bidder in terms of the Agreement, in case the Circuit is awarded to the Consortium;
- iv. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
- v. Include a statement to the effect that all the members of the Consortium shall be liable jointly and severally for the implementation of the Circuit in accordance with the terms of the Agreement;

A copy of the MoU should be submitted with the Bid. The MoU entered into between the members of the Consortium should be specific to this Project and should contain the above requirements, failing which the Bid shall be considered non-responsive.

2.1.18. Any entity, which has earlier been barred by DoT or GoK from participating in its projects, would not be eligible to submit an Bid, either individually or as member of a Consortium if such bar subsists as on the Bid Due Date.

2.1.19. A Bidder including any Consortium Member or 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, Consortium Member or Associate, as the case may be, nor has 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, Consortium Member or Associate.

## 2.2. **Change in Composition of Consortium**

No Change in composition of the Consortium shall be allowed.

### 2.3. Change in Ownership

2.3.1. By submitting the Bid, the Bidder shall be deemed to have acknowledged that of the Consortium has the eligible experience and financial capability to undertake the Circuit. The Bidder acknowledges and agree that in case of Consortium the Lead Member shall hold not less than 51% of the paid up equity capital of the Helitour Operator throughout the Agreement Period and the each of the other members whose eligible experience and financial capacity was considered for submitting the Bid, shall hold not less than 10% of the paid up equity capital of the Helitour Operator for a period of three (3) years from the Appointed Date. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium. In case the Bidder is a Single Business Entity choosing form an SPV, such Single Business Entity shall hold atleast 51% (fifty one percent) of the paid up capital of the Helitour Operator throughout the Agreement Period.

### 2.4. Cost of Bidding

2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DoT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 2.5. Site visit and verification of information

2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Circuit sites and ascertaining for themselves the site conditions, traffic, connectivity to destinations of the Circuits, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from DoT;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DoT relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DoT, or a ground for termination of the Agreement; and
  - (f) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3. DoT shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by DoT.

## 2.6. Right to accept and to reject any or all Bids

2.6.1. Notwithstanding anything contained in this RFP, DoT reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.6.2. DoT reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by DoT, the supplemental information sought by DoT for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Bidder quoting the highest Premium gets disqualified / rejected, then DoT reserves the right to:

- (i) invite the remaining Bidders to submit Bids in accordance with Clause 3.3.3 and 3.3.4; or
  - (ii) take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the Bidding Process.
- 2.6.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Right thereby granted by DoT, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Helitour Operator either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DoT to the Bidder, without DoT being liable in any manner whatsoever to the Bidder or Helitour Operator, as the case may be. In such an event, DoT shall forfeit and appropriate the Bid Security or

Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DoT for, inter alia, time, cost and effort of DoT, without prejudice to any other right or remedy that may be available to DoT.

- 2.6.4. DoT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of DoT to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DoT thereunder.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

- 2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

#### **Key Submissions**

- I. Letter of Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium

#### **Qualification Submissions**

- V. Eligible Experience
- VI. Financial Capability

#### **Technical Bid**

- VII. Technical Bid

#### **Financial Bid**

- VIII. Financial Bid

#### **Others**

- IX. Certificate from Statutory Auditor for Group Business Entity

- 2.7.2. The draft Agreement (Volume 2) to be provided by DoT as part of the Bid Documents shall be deemed to be part of this RFP.

- 2.7.3. The Project Information Memorandum (Volume 3) to be provided by DoT as part of the Bid Documents shall be deemed to be part of this RFP.

## **2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the RFP may notify DoT in writing or by fax and e-mail in accordance with Clause 2.11.5. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. DoT shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. DoT will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2. DoT shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DoT reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DoT to respond to any question or to provide any clarification.
- 2.8.3. DoT may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DoT shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DoT or its employees or representatives shall not in any way or manner be binding on DoT.

## **2.9. Amendment of RFP**

- 2.9.1. At any time prior to the deadline for submission of Bids, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum thus issued will be sent in writing to all the Bidders.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DoT may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10. Format and Signing of Bid**

- 2.10.1. The Bidder shall provide all the information sought under this RFP. DoT will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

## 2.11. Sealing and Marking of Bids

2.11.1. The Bidder shall submit the Bidding Documents in the format specified in Clause 2.11.2, and seal it in envelope and mark the envelop as “Bid for \_\_\_\_\_ (Name of the Circuit)” .

2.11.2. The documents accompanying the Bid submission shall be placed in separate envelopes and marked as indicated below. The Bid submission shall include:

### Envelope 1: “Key Submissions”

- a) Letter of Bid in the format provided at **Appendix I**.
- b) Bid Security in the prescribed format (**Appendix – II**);
- c) Power of Attorney for signing of Bid in the prescribed format (**Appendix – III**);
- d) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix – IV**);
- e) A copy of the Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.
- f) Details of Company including copy of Certificate of Incorporation, Memorandum and Article of Association of Single Business Entity or the members of the Consortium as the case may be.
- g) Copy of Memorandum of Understanding, in case of Consortium containing the information as prescribed in Clause 2.1.17 (g)
- h) If applicable, the certificate from the Statutory Auditor for Group Business Entity in the prescribed format (**Appendix IX**)

### Envelope 2: “Qualification Submissions”

- a) Eligible Experience - The Bidder should furnish the details of experience and furnish evidence to support its claim as per **Appendix – V**.
- b) Financial Capability - The Bidder should furnish the details of Financial Capability and furnish evidence to support its claim as per **Appendix – VI**.

### Envelope 3: “Technical Bid”

Technical Bid, consisting of the Bidders’ Technical Bid for the Circuit in the format set out in **Appendix VII** of this document.

**Envelope 4: “Financial Bid”**

Bid, consisting of the Bidders’ Financial Offer for the Circuit in the format set out in **Appendix VIII** of this document.

2.11.3. A true copy of the documents (comprising Key Submissions and Qualification Submissions) accompanying the Bid, as specified in Clause 2.11.2 above, shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory. The true copy of the Bid shall be placed in a separate sealed envelope and submitted along with other documents. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.

2.11.4. The 4 (four) envelopes specified in Clauses, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

**“Bid for Development of Helitourism Project for \_\_\_\_\_ (Name of Circuit) in Karnataka”**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.5. Each of the envelopes shall be addressed to:

ATTN. OF:	Department of Tourism
DESIGNATION	The Director
ADDRESS:	Second Floor, West Entrance, Khanija Bhavan, Race Course Road, Bangalore
FAX NO:	080-22352626
E-MAIL ADDRESS	tourism@ideck.net

2.11.6. If the envelopes are not sealed and marked as instructed above, DoT assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.7. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**2.12. Bid Due Date**

2.12.1. Bids should be submitted before 1500 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.12.2. DoT may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

### 2.13. Late Bids

Bids received by DoT after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### 2.14. Contents of the Bid

2.14.1. The Bid submission shall be made in 4 (four) envelopes as set out in Clause 2.11.2. The Financial Bid shall be furnished in the format at **Appendix –VIII** and shall consist of the Premium to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Premium payable by DoT to him, to undertake the Circuit in accordance with this RFP and the provisions of the Agreement.

2.14.2. The Circuit(s) will be awarded to the Bidder quoting the highest Premium.

2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4. The proposed Agreement shall be deemed to be part of the Bid.

### 2.15. Modifications/ Substitution/ Withdrawal of Bids

2.15.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by DoT prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by DoT, shall be disregarded.

### 2.16. Rejection of Bids

2.16.1. DoT reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for DoT to accept any Bid or to give any reasons for their decision.

2.16.2. DoT reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### 2.17. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and DoT.

## 2.18. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DoT in relation to, or matters arising out of, or concerning the Bidding Process. DoT will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. DoT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DoT.

## 2.19. Correspondence with the Bidder

DoT shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## D. BID SECURITY

### 2.20. Bid Security

- 2.20.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India, in favour of DoT in the format at **Appendix – II** (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the ‘The Director, Department of Tourism, Government of Karnataka’, payable at Bangalore (the “**Demand Draft**”). DoT shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3. Any Bid not accompanied by the Bid Security shall be rejected by DoT as non responsive.
- 2.20.4. Save as provided in Clause 1.2.4, the Bid Security of unsuccessful Bidders will be returned by DoT, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by DoT.
- 2.20.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Helitour Operator signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. DoT may, at the Helitour Operator option, adjust the amount of Bid Security in the amount of Performance Security to be provided by it in accordance with the provisions of the Agreement.

- 2.20.6. DoT shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to DoT in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that DoT will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to DoT hereunder or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid submission;
  - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
  - d) In the case of Selected Bidder, if it fails within the specified time limit -
    - i) to sign the Agreement and/or
    - ii) to furnish the Performance Security within the period prescribed therefor in the Agreement; or
  - e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

### 3. EVALUATION OF BIDS

#### 3.1. Opening and Evaluation of Bids

- 3.1.1. DoT shall open the Bids at 1630 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- 3.1.2. DoT will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, DoT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### 3.2. Tests of responsiveness & Evaluation For Qualification & Financial Bid

##### A Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, DoT shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at **Appendix – I**;
  - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
  - (c) it is signed, sealed, hard bound (spiral bound/ other formats of submissions would not be considered for evaluation) and marked as stipulated in Clauses 2.10 and Clause 2.11;
  - (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
  - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8 and 2.1.9, as the case may be;
  - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
  - (g) it does not contain any condition or qualification; and
  - (h) it is not non-responsive in terms hereof.

##### B Qualification Submissions

#### 1. Eligible Experience

The Bidder must satisfy any one of the following qualification criteria for experience.

- (a) Should own the title/ possess two twin engine helicopters as on the date of the Bid

OR

---

<sup>12</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary, statutory auditor means the entity that audits and certifies the annual accounts of the company.

- (b) Should have been in operations of heli-services for atleast three consecutive years since April 2004

The Bidder should furnish the details of experience as on the Bid Due Date.

The Bidder should furnish the following details of experience claimed under criteria (a) above:

1. Attested copies of relevant pages of lease agreement and,
2. Statutory Auditor's certificate in the format as provided in Appendix VA

The Bidder shall furnish the details of experience claimed under criteria (b) above as per Appendix VB.

## 2. **Financial Capability**

For the purpose of qualification, a Bidder would be required to demonstrate the threshold financial capability as set out below.

- (a) Net worth of the Bidder as on March 31, 2008 shall be atleast Rs. 15,00,00,000/- (Rupees Fifteen Crores only).

3. For the purpose of ascertaining qualification, financial capability of one Group Business Entity can also be submitted by the Bidder in addition to its own financial capability. The Financial Capability would be summation of the financial capability of the Bidder and of other Group Business Entity. For the purpose of this RFP, a Group Business Entity shall mean;

- (a) A Business Entity, which directly holds not less than 26% of voting securities in the Bidder; or
- (b) A Business Entity in which the Bidder directly holds not less than 26% of voting securities.

4. In case the Selected Bidder has submitted the financial capability of any of its Group Business Entity, then the Selected Bidder/ the respective Group Business Entity shall, at the time of executing the Agreement, submit an undertaking that the shareholding of such Group Business Entity such would not be diluted below 26% for at least a period of 3 (three) years from the Appointed Date.

## C. **Technical Bid**

The Bidder should furnish information as per Appendix VII as part of their Technical Bid for the Circuit.

## D. **Financial Bid**

The Premium shall constitute the sole criteria for evaluation of Financial Bids. The Bidder quoting the highest Premium which is in the form of revenue sharing with DoT by Helitour Operator, in the event of flying more than the Assured Flying Hours agreed by Department as provided in Annexure I shall be the bidding parameter for selection of the successful bidder.

- 3.2.2. DoT reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoT in respect of such Bid.

### 3.3. Selection of Bidder

- 3.3.1. The Bidder adjudged as responsive in terms of Clause 3.2.1 and meeting the qualification criteria set out in Clause 3.2 (B) shall be declared as the Qualified Bidder. The Bids of only the Qualified Bidders would be evaluated for selecting the Preferred Bidder. Qualified Bidder quoting the highest Premium amount shall be declared as the selected Bidder (the **"Selected Bidder"**).
- 3.3.2. In the event that two or more Bidders quote the same amount of Premium (the "Tie Bidders"), DoT shall in such case call all such Bidders for negotiation and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of DoT.
- 3.3.3. In the event that the Bidder quoting the highest Premium withdraws or is not selected for any reason in the first instance (the **"first round of bidding"**), DoT may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Bidder quoting the highest Premium (the **"second round of bidding"**). If in the second round of bidding, only one Bidder matches the Bidder quoting the highest Premium, it shall be the Selected Bidder. If two or more Bidders match the said Bidder quoting the highest Premium in the second round of bidding, then the Bidder whose Bid was highest as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Bidders quoting the highest Premium in the first round of bidding offer to match the said Bidder quoting the highest Premium in the second round of bidding, the said third Bidder quoting the highest Premium shall be the Selected Bidder.
- 3.3.4. In the event that no Bidder offers to match the bid quoted Bidder quoting the highest Premium in the second round of bidding as specified in Clause 3.3.3, DoT may, in its discretion, invite fresh Bids (the **"third round of bidding"**) from all Bidders except Bidder quoting the highest Premium of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the Bidder quoting the second highest Premium in the first round of bidding.
- 3.3.5. After selection, a Letter of Award (the **"LOA"**) shall be issued, in duplicate, by DoT to the Selected Bidder and the Selected Bidder shall, within 7 (seven) 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 Selected Bidder is not received by the stipulated date, DoT may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by DoT on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, Selected Bidder, if it is a Consortium or where it is a Single Business Entity intending to form an SPV, shall form a SPV within 60 (sixty) days from the date of acknowledgement of LOA and shall execute the Agreement within 75 (seventy five) days from the date of acknowledgement of LOA. The Selected Bidder/Helitour Operator shall not be entitled to seek any deviation in the Agreement.

### **3.4. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time DoT makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, DoT and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.5. Performance Security**

3.5.1. The Selected Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee required under the draft Agreement.

3.5.2. Failure of the Selected Bidder to comply with the requirements of Clause 3.3.6 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, DoT reserves the right to take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the Bidding Process.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, DoT shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Helitour Operator, as the case may be, if it determines that the Bidder or Helitour Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DoT shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DoT towards, inter alia, time, cost and effort of DoT, without prejudice to any other right or remedy that may be available to DoT hereunder or otherwise.
- 4.2 Without prejudice to the rights of DoT under Clause 4.1 hereinabove and the rights and remedies which DoT may have under the LOA or the Agreement, if a Bidder or Helitour Operator, as the case may be, is found by DoT 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 Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Helitour Operator shall not be eligible to participate in any tender or RFP issued by DoT during a period of 2 (two) years from the date such Bidder or Helitour Operator, as the case may be, is found by DoT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DoT who is or has been associated in any manner, directly or indirectly with the Bidding 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 DoT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding 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 adviser of DoT in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts

or disclosure of incomplete facts, in order to influence the Bidding Process ;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by DoT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**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 Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders for the Project shall be convened at the designated date, time and place.
  
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of DoT. DoT shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 DoT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to DoT by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DoT, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I**

**Letter of Bid**

Dated:

[The Director,  
\*\*\*\*\*  
\*\*\*\*\*]

**Sub: Bid for Development of Helitourism Project for \_\_\_\_\_(Name of Circuit in Karnataka)**

Dear Sir,

- 1 With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2 All information provided in the Bid and in the Appendices is true and correct.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
- 4 I/ We shall make available to DoT any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of DoT to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by DoT.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.13 of the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DoT or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6 of the RFP document.
- 9 I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document
- 10 I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 13 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate DoT of the same immediately.
- 15 In an event the SPV is incorporated by a Consortium

We acknowledge that our Consortium/ proposed Consortium was qualified on the basis of Technical Capacity and Financial Capacity of those of its Members from among which the Lead Member will own at least 51% of the equity of the Helitour Operator through the Agreement Period and undertake that each of such other members of the Consortium shall continue to hold at least 10% of the equity of the Helitour Operator until the period of this Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement in respect of Change in Ownership.

or, in case the SPV is incorporated by a Single Business Entity,

I / We acknowledge that the Selected Bidder shall hold atleast 51% (fifty one percent) of the paid up capital throughout the Agreement Period in such SPV.

- 16 I/ We understand that the Selected Bidder shall either be a company incorporated under the Companies Act, 1956 or in case it is a foreign company incorporated under any equivalent law, it shall undertake to incorporate itself under the Companies Act, 1956 prior to execution of the Agreement.
- 17 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DoT in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof..
- 18 In the event of I/ We being declared as the Selected Bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly setforth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DoT or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Right.
- 20 The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Bid.
- 21 I/We offer a Bid Security of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) to DoT in accordance with the RFP Document.
- 22 The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 23 I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Right is not awarded to me/us or our Bid is not opened.
- 24 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 25 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder/Lead Firm

## APPENDIX – I Annex 1

### Details of Bidder

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project(s)]:
  
3. Details of individual(s) who will serve as the point of contact/ communication for DoT
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  
  - (b) Information regarding role of each Member should be provided as per table below:

S No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			

(c) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

**APPENDIX 1 ANNEX-II**

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

-----  
-----  
-----

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

\*Please strike out whichever is not applicable.

## APPENDIX – II

**Bank Guarantee for Bid Security**

B.G. No.

Dated:

- 1 In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [a Company registered under provision of the Companies Act, 1956] and having its registered office at \_\_\_\_\_ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for development of Helitourism in \_\_\_\_\_ (Name of Circuit) (hereinafter referred to as “the Project”) pursuant to the RFP Document dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to DoT an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as Bid Security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by DoT stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of DoT is disputed by the Bidder or not merely on the first demand from DoT stating that the amount claimed is due to DoT by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between DoT and the Bidder, and agreed to by the Bank, and shall

continue to be enforceable till all amounts under this Guarantee have been paid.

- 5 We, the Bank, further agree that DoT shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of DoT that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between DoT and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, DoT shall be entitled to treat the Bank as the principal debtor. DoT shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to DoT, and the Bank shall not be released from its liability under these presents by any exercise by DoT of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of DoT or any indulgence by DoT to the said Bidder or by any change in the constitution of DoT or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for DoT to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which DoT may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of DoT in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on

behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)

APPENDIX – III

**Power of Attorney for signing of Bid**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 Bid for the Development of Helitourism in \_\_\_\_\_(Name of Circuit) (the "Project") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to DoT, representing us in all matters before DoT, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with DoT in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with DoT.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 \_\_\_\_\_, 20\*\*.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the  
Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.*

## APPENDIX – IV

**Power of Attorney for Lead Member of Consortium**

Whereas the \_\_\_\_\_ (“DoT”) has invited Bids from the parties for the Development of Helitourism in \_\_\_\_\_ (“the Project”).

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with DoT, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Agreement is entered into with DoT.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*.

For \_\_\_\_\_ (Name & Title)

For \_\_\_\_\_ (Name & Title)

For \_\_\_\_\_ (Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

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.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

## Appendix VA

**Format for Certificate from Statutory Auditor**  
**[For Experience Claimed under clause 3.2.1 B, 1(a)]**  
*(On the Letterhead of the Statutory Auditor)*

**Certificate from the Statutory Auditor regarding Ownership/Possession of two twin engine helicopters<sup>2</sup>**

Based on the books of accounts and other published information authenticated by \_\_\_\_\_ (name of the Bidder), this is to certify that \_\_\_\_\_ (name of the Bidder) located at \_\_\_\_\_ owns the title/possess (strike out whichever is not applicable)<sup>3</sup> the two twin engine helicopters of \_\_\_\_\_ and \_\_\_\_\_ (model/make/registration details) respectively as on the date of the Bid.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the Authorised Signatory

Date

<sup>3</sup> In case of Consortium, where the experience/capacity of different members of the Consortium is claimed, necessary changes shall be made in the format.

## Appendix VB

**Format for Certificate from Statutory Auditor**  
**[For Experience Claimed under clause 3.2.1 B, 1(b)]**

*(On the Letterhead of the Statutory Auditor)*

**Certificate from the Statutory Auditor<sup>4</sup>**

Based on the books of accounts and other published information authenticated by \_\_\_\_\_ (name of the Bidder), this is to certify that \_\_\_\_\_ (name of the Bidder) located at \_\_\_\_\_ have been undertaking heli-services operations since \_\_\_\_\_ (mention the number of years in operation)<sup>5</sup>.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the Authorised Signatory

Date

<sup>4</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary, statutory auditor means the entity that audits and certifies the annual accounts of the company.

<sup>5</sup> The Bidder shall provide the Certificate from its clients showing its experience in heli-services sector as claimed under Clause 3.2.1 B, 1(b)

<sup>7</sup> In case of a Consortium – On the letter head of the Lead member

## APPENDIX – VI

**Financial Capability Statement of the Bidder****(To be filled by the Bidder or Lead Member in case of Consortium)**

Name of Bidder	Net Worth (Rs Crores)

The Bidder should provide the financial capability based on its own or the Group Business Entity's financial statements. For the purpose of financial capability the Bidder may, in addition to its own financial capability, provide financial capability of any other Group Business entity. The Financial Capability would be summation of the Financial Capability of the Bidder and the Financial Capability of other Group Business Entity. In case the Bidder claims the financial capability of Group Business Entity, it shall submit a certificate from the Statutory Auditor for claiming financial capability of Group Business Entity in the format set out as Appendix IX.

**General Instructions:**

1. Net Worth = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off).
2. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
3. The Bidder shall provide the audited annual financial statements as required for this Bid document. Failure to do so would be considered as a non-responsive Bid.
4. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
5. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability Statement submitted by the Bidder (separate certificates for each member of the consortium).

## APPENDIX – VII

## Technical Bid

Parameter	Evaluation Criteria	Maximum Marks
<b>Circuit and Services Details – 25</b>		
Conceptualisation of Circuit	Understanding of the Circuit & broad strategy for the Circuit including conceptual plan and itineraries (Itinerary for the circuit shall include all destinations provided in Annexure A)	5
Onboard Services	On-board plan for keeping tourists interested (commentary on the route, information on destinations to be traveled, snacks, beverages to be offered)	5
Off-board Services	Proposed off board services/activities/facilities in the itinerary (guided tours, accommodation, type of meals, etc). Other entities/ private entities who would partner with the Helitour Operator for the project	15
<b>Details of Helicopter proposed for the Project – 40</b>		
Model, make, age and other details	Make, model, age, tech specs and other details (like seating capacity, night landing, ownership, registration no, call sign, number of hours flown till date of the bid, etc.) of the twin engine helicopter	15
Safety	List of safety, navigation/communication equipments etc. available on board of the helicopter offered. If the helicopter has been involved in any fatal accident in past 5 years, please give brief details of cause of accident. Details of other significant accident/incident may also be provided	10
Insurance	Insurance for the helicopter, passengers, third party (copy of insurance certificate with number and validity)	5
Fuel consumption and speed	Type of fuel in use, standard fuel cap on board(kg), fuel consumption per hour(kg/ltrs) both, range without reserve in nautical miles, speed in knots (VNE and max cruising speed)	5
Certificates and	Attested copies of all mandatory certifications that are	

Parameter	Evaluation Criteria	Maximum Marks
permits	required for commercial flying (like NSOP, date of certificate of airworthiness and date of its expiry, etc) and the latest Safety Audit report	5
<b>Operator Details – 15</b>		
Fleet & crew	Total fleet of the Operator with details of the models, make and age of helicopters. Details of crew to be deployed with experience/ qualification.	5
Pilot and crew qualification and experience	Details of Pilots to be deployed - qualification and experience in terms of flying hours of especially the Pilot in Command in flying the type/ model of helicopter offered	10
<b>Ticketing Details – 10</b>		
Sale of tickets	Proposed sales network and distribution channel including online booking system	10
<b>Marketing Plan – 10</b>		
	Approach, methodology, promotion plan for the peak and lean Season	5
	Specific targeted trade fairs (national/international cities for road shows/promotional events), media campaign (press, TV, radio, Internet)	5
<b>Total</b>		<b>100</b>

APPENDIX – VIII

**Financial Bid**

**(To be enclosed in a separate cover)**

**(On the Letterhead of the Bidder<sup>7</sup>)**

Date:

-----  
-----  
-----

**Re: Development of Helitourism Project for \_\_\_\_\_ (Name of Circuit) in Karnataka**

Sir,

Having gone through this RFP and the Agreement and having fully understood the scope of work for the Project as set out in this RFP, I/We hereby submit our financial Bid and offer a Premium in the form of \_\_\_\_\_ percent (In Words) of the revenues of the Projects as share of the DoT in the event of it exceeding the Assured Flying Hours for undertaking the aforesaid Project in accordance with the RFP document and Agreement.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder<sup>8</sup>)

\_\_\_\_\_

(Signature of Authorised Signatory)

\_\_\_\_\_

(Name and designation of the Authorised Person)

<sup>8</sup> In case of Consortium, names of all members of Consortium

APPENDIX IX

**Format for Certificate from Statutory Auditor for Group Business Entity**

**(On the Letterhead of the Statutory Auditor)**

Date

**TO WHOMSOEVER IT MAY CONCERN**

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ -  
(Name of Bidder) and M/s \_\_\_\_\_ and certify that M/s  
\_\_\_\_\_ is a Group Business Entity as defined in the RFP issued by \_\_\_\_\_ for  
development of Helitourism in Karnataka.

The details of the shareholding are as follows:

- 1.
- 2.

This certificate is being issued to be produced before \_\_\_\_\_, Government of Karnataka.

Signature and Seal of the Auditor clearly  
indicating his/her membership number

**ANNEXURE A**

<b>Circuit No.</b>	<b>Circuits</b>	<b>Prime destinations</b>	<b>Assured Flying Hours per month</b>
1	Coastal	Mangalore- Kaup- Udupi- Murudeshwar- Gokarna- Karwar	28 Hours
2	Heritage	Hampi- Badami- Pattadakal- Aihole- Bijapur	28 Hours
3	Malnad	Mysore- Coorg- Belur- Chikkamagalur- Jog	28 Hours
4	Pilgrim	Mangalore- Kukke- Dharmasthala- Moodubidri- Udupi- Kollur- Sringeri- Kalsa- Hornadu	28 Hours