



Madhya Pradesh Tourism Board

Corporate Identification Number (CIN):

U75302MP2017NPL043078

6th Floor, Lily Trade Wing, Jahangirabad, Bhopal

Madhya Pradesh, India. Pincode – 462008

Website: www.tourism.mp.gov.in

**No. 1392/182/MPTB/AC/2021 System No- 2021_MPTB_134539_pack1_615352
Bhopal, Dated:12/03/2021**

Madhya Pradesh Tourism Board Invites Expression Of Interest (Eoi) For Providing Air Services To Various Destinations Located Within Madhya Pradesh

The detailed EOI document will be available from the date **15/03/2021** on the website: -www.tourism.mp.gov.in/https://www.mptenders.gov.in/ Interested

Applicants eligible as per qualification criteria may submit their response to the EOI by the last date **05/04/2021, 1500hrs.** For further information, Contact **Tel no. 0755-2780600** or email on cs.mptb@mp.gov.in

Managing Director

**Expression Of Interest (Eoi) For Providing Air Services To Various Destinations Located Within
Madhya Pradesh**



The heart of
Incredible India

Address : MADHYA PRADESH TOURISM BOARD.
Lily Trade Wing (Old Lily Talkies),6th Floor,
Jahangirabad, BHOPAL- 462008 (INDIA)
Contact-0755-2780600
Email-cs.mptb@mp.gov.in

Eoi Fact Sheet

S. No	Particulars	Details
1.	Name of Purchaser	Madhya Pradesh Tourism Board Bhopal, Madhya Pradesh
2.	Name of Engagement	Expression Of Interest (Eoi) For Providing Air Services To Various Destinations Located Within Madhya Pradesh
3.	Availability of the Document	The EOI Document is available and downloadable on following website: http://www.mptenders.gov.in EOI Document Fees (non-transferable & non-refundable) and Processing Fees must be paid online at GoMP e-Procurement portal –(http://www.mptenders.gov.in) All Subsequent changes to the EOI Document shall be published on the above-mentioned website
4.	EOI Publish Date	12/03/2021 at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
5.	Last Date and Time for Submission of EOI	05/04/2021 at 15:00 Hours at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
6.	EOI Document Fees	Rs 2,000 + GST and Processing Fees (non-refundable) payable through online e-Procurement portal of GoMP: https://www.mptenders.gov.in/
7.	Pre-Bid Meeting Date and Time	24/03/2021 at 12:00 Hours
9.	Pre-Bid Meeting Venue	MADHYA PRADESH TOURISM BOARD. Lily Trade Wing (Old Lily Talkies),6th Floor, Jahangirabad, BHOPAL- 462008 (INDIA) Contact-0755-2780600 Email-cs.mptb@mp.gov.in
10.	Date, Time and Place of opening of Eoi	06/04/2021 at 15:00 Hours MADHYA PRADESH TOURISM BOARD . Lily Trade Wing (Old Lily Talkies),6th Floor, Jahangirabad, BHOPAL- 462008 (INDIA) Contact-0755-2780600 Email-cs.mptb@mp.gov.in
11.	Date, Time and Place of Technical Presentation	Will be communicated to Applicant
12.	Contact Person Details	Company Secretary Madhya Pradesh Tourism Board Lily Trade Wing (Old Lily Talkies),6th Floor, Jehangirabad, BHOPAL- 462008 (INDIA) Contact-0755-2780600 E-mail – cs.mptb@mp.gov.in

1. About EOI

Information Provided

The **Expression of Interest (EOI)** document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Madhya Pradesh Tourism Board, Bhopal (MPTB) in relation to the provision of services. Neither MPTB nor any of its officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this EOI Document.

Disclaimer

Subject to any law of the country, and to the maximum extent permitted by law, MPTB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this EOI Document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of MPTB or any of its officers, employees, contractors, agents, or advisers.

Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by MPTB, will be borne entirely and exclusively by the Recipient / Respondent.

No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and MPTB until execution of a contractual agreement.

Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the EOI Document and the meaning and impact of that information.

2. Introduction of MPTB

Madhya Pradesh Tourism Board, Bhopal (MPTB) invites **Expression of Interest (EOI)** from qualified and experienced agencies **Expression Of Interest (Eoi) For Providing Air Services To Various Destinations Located Within Madhya Pradesh.**

The State Government desires to enhance availability of air services connecting various cities located within Madhya Pradesh. This can be done through private initiative and a policy which provides adequate support to such initiative. This EOI document and the Air Services Operation Agreement has been designed to encourage private players to start air services in Madhya Pradesh.

3. Scope of the Project

3.1 The scope of the Project shall mean and include, during the agreement period:

- (a) The Operators who are willing to provide air connectivity by Aircraft/Helicopter in the State on predetermined terms & conditions shall be selected through online tendering process.
- (b) The Operator, keeping in view, the viability can propose routes for air services operation within the state

The operator may be permitted to change or increase the routes with the written consent of Department of Tourism.
- (c) Managing the air service operations using Aircraft/Helicopter which shall not have less than 9 passenger seats.
- (d) Ensuring safety and security of the passengers using the air service.
- (e) At least 1 Aircraft/Helicopter to be deployed for one route. The Applicant should attach a valid proof of deploying a alternate Aircraft/Helicopter within 72 hours in case the previously deployed Aircrafts/Helicopters are grounded due to technical or certain unforeseen reasons.
- (g) The Operator shall be free to fix the tariff per seat and sold in the open market.
- (h) The operator is expected to operate minimum three days in a week in one route.

3.2 Bid Variable and other conditions

3.2.1 The operator shall propose "Per Hour per seat Flying VGF/premium on operating flights from one town to another town within the State

3.2.2 The Operator shall prepare a web-based Booking Portal for providing online

booking services. All the bookings shall be done through a secure payment gateway permitting the use of credit/debit cards.

- 3.2.3 The period of AOA(Air operation Agreement) shall initially be for a period of three (3) years from the commencement date of Air Operations and upon satisfactory performance can be extended for a further period of Two (2) years.
- 3.2.4 The Operator must maintain operational efficiency and shall adhere to the requirements stipulated by DGCA.
- 3.2.5 The Applicant shall start Air Service Operations within 4 months from the date of signing of the AOA.
- 3.2.6 The Operator shall be responsible for paying all charges (e.g. landing & parking charges, airport charges, Security, ambulance, fire brigade and any other charges) levied by government or any other agencies at all the airports
- 3.2.7 The Operator shall be responsible to provide transport facility between the Aircraft/Helicopter and the terminal building, bottled drinking water in the Aircraft/Helicopter to the passengers.
- 3.2.8 The Operator shall provide security staff for frisking of passengers for security purposes for flights operated to/from airstrips owned and controlled by the State Government.
- 3.2.9 The Government will have the right to permit any other Operator for Air Service Operations including the selected ones on the same rate, but the terms and conditions shall not be more favourable than the ones offered to the Operator selected through the competitive bidding process. Such permission shall not be granted up to three (3) years from the start of air operations by the selected Applicant. But, in case the selected Applicant fails to provide satisfactory services, , the State Government can permit another Operator to operate.
- 3.2.10 if any other operator submits his proposal to operate air services on any other route other than the route already allotted to the successful Applicant, the government may permit such Applicant for that route.

0.4 OBLIGATIONS OF THE OPERATOR

4.1 The Operator shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations as described below.

- (a) Obtain and maintain in force on and from the commencement date all insurance in accordance with the provisions of this agreement and good industry practice.
- (b) Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the its obligations under this agreement.
- (c) Comply with all applicable permits and applicable laws in the performance of the Operator's obligations under this agreement.
- (d) Be responsible for safety, security, soundness of the flights.
- (e) Indemnify MPTB against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by any person on account of anything done or omitted to be done by the Operator in connection with the performance of its obligations under this agreement.
- (f) Make a web-based application for providing online booking service. All such bookings shall be made through secure online payment system, at least permitting the use of credit/debit card with a facility to revert payment online if flight is cancelled.
- (g) Operate flights on all sectors, deploy and maintain requisite Aircraft/Helicopter for operating such flights and strictly observe the declared flying schedule.
- (h) Be solely responsible for complying with all applicable laws, permits and good industry practice, be liable to pay all taxes, levies etc as may be levied by any government agency.
- (i) Not hold MPTB liable in any manner whatsoever for the non-receipt of any clearance/permission from any government agency.

- (j) Take all necessary steps during the preparatory period so that the air service operations can start unencumbered from the commencement date.
- (k) Submit invoices with authority at the end of the month.
- (l) Be solely responsible for complying with all applicable laws, permits and good industry practice as prescribed by DGCA, be liable to pay all taxes, levies etc. as may be levied by any government agency.
- (m) Be solely responsible for paying all charges (e.g. landing & parking charges, security, etc.) levied by government agencies at all the airports.
- (n) To provide reports sector-wise /flight-wise of the daily passenger load to the authority on a monthly basis.
- (o) The Operator shall not claim subsidy for flights between two destinations in case of zero passenger load.
- (p) All the staff of the Operator should be provided with uniforms and shall maintain a standard dress code.
- (q) No Aircraft/Helicopter to be relocated by the Operator outside Madhya Pradesh without prior permission of the Authority.
- (r) Replenish and keep commitment security as prescribed in the RFP.
- (s) The Operator shall abide by all the rules as specified in the aircraft Rules, 1937.
- (t) The Operator shall be responsible to provide transport facility between the Aircraft/Helicopter and the terminal building, bottled drinking water in the Aircraft/Helicopter to the passengers.
- (u) The Operator shall provide security staff for frisking of passengers for security to be provided for flights operated to/from airstrips owned and controlled by the State Government.
- (v) The Applicant shall start Air Service Operations within 4 months from the date of signing of the Air Operations Agreement (AOA).

- (w) The Operator shall be responsible for all payments of insurance related matters including payments to third party and the passengers on its flights as per DGCA norms.
- (x) The Operator shall handle /entertain all passenger complaints/ suggestions /queries.
- (y) The Operator's base of operation shall be within the state of Madhya Pradesh.
- (z) The Applicant shall be required to keep daily records of flights for the Aircraft/Helicopter for each day of operation, which record shall include the number of hours flown to be recorded from--- to ---, sectors/areas visited. At the conclusion of each day of operations, the Applicant shall have a copy of record duly certified under the signature of Company Secretary, in charge of Aviation (Cell), MPTB/or other representative of Aviation (Cell), MPTB and each shall retain a copy of such records for billing. The flying time shall mean the time from "engine on till engine off " , "Rotors Starts" the helicopter till "Rotor Stops" at State Government's dispersal points.
- (aa) In case of scheduled maintenance of Aircraft/Helicopter, the Operator shall give advance intimation to MPTB regarding dates of non-availability of Aircraft/Helicopter and its re- induction for flight operations.

4.2 In the event that a flight is diverted due to technical reasons or adverse weather, the Operator shall make such alternate ground and transport arrangements in a chartered bus as may be required for the passengers so as to transport them from such diverted place to the original destination at his own cost. Alternatively, the passenger(s) can choose to make their own accommodation arrangement at such diverted destination and shall be eligible to use the rescheduled flight from the diverted destination. The Operator shall provide all necessary assistance to the passengers in making their ground arrangements.

4.3 The Applicant(s) shall be allowed to ground the Aircraft/Helicopter for maintenance @ 4 days per month during the term of the agreement.

5.0 OPERATIONAL EFFICIENCY

5.1 Each scheduled flight would be evaluated out of a maximum of 10 (ten) marks on the basis of delay in scheduled departure. For each flight that departs on scheduled time or a delay of up to 60 minutes, 10 marks shall be noted. If delayed for more, 7 marks shall be noted. If the flight is cancelled for whatever reason zero (0) marks shall be noted. For each month the total of such marks shall be submitted by the Operator to MPTB. If the Operator scores less than 90% marks, the Air Service Operations shall not be considered satisfactory for the month and MPTB shall appropriate damages as provided in the table below not exceeding 20% of the subsidy paid for the month:

Score of the Operator	Amount of penalty % of VGF claimed
75% to < 90%	5%
50% to < 75%	10%
25% to < 50%	15%
Less than 25%	20%

The damages as above shall be appropriated after the Operator is given an opportunity of hearing and the performance was affected for reasons attributable to the Operator.

5.2 Without any prejudice to its right of appropriation in clause 5.1 above, in case the scores continue to be less than 90% for two consecutive months or three months in a calendar year, it shall be treated as an event of Operator's default which may lead to termination of the agreement. Without prejudice to its right to appropriate the commitment security and terminate the agreement MPTB may invite any other willing person to start air service operations in any sector covering any cities of the State on the same terms and conditions as are applicable to the Operator.

5.3 The Operator shall provide information about departure times of its flights on a daily basis to MPTB in a prescribed format. MPTB shall review the delays and cancellations of flights on a weekly basis with an authorised representative of the Operator. It shall inquire into all the relevant factors

which caused the delays in or cancellations of the flights to ascertain the extent to which the Operator is responsible for the default.

6. OBLIGATIONS OF MPTB

MPTB shall undertake, comply with and perform in addition to and not in derogation of its obligations elsewhere set out in the EOI, the following:-

- a) Per hour per seat flying VGF/premium as quoted by the Operator in the financial bid in the RFP would be payable every month within 15 days from submitting the invoice.
- b) Assist the Operator in bookings and business promotion on best effort basis.
- c) To ensure providing security and fire brigade services at state owned unserved airports/ airstrips/helipads.
- d) Observe and comply with its obligations set forth in the EOI.
- e) MPTB shall not take any action against the Operator without giving it an adequate opportunity of being heard.

7. Eligibility :

7.1. The applicant should meet the following minimum eligibility criteria (the “Eligibility Criteria”) :

- a) The applicant must be a company incorporated and registered in India under the Companies Act, or a Consortium of the same.
- b) The Applicant shall have an Indian Air Operator’s Permit (SCOP/NSOP) from Ministry of Civil Aviation (MoCA) at time of submission of EOI.
- c) The Applicant / any Member of the Consortium (holding at least 26% equity in Consortium) should fulfil the following parameters (the “Technical Eligibility”).
- d) The Applicant as a Company must be currently in the business of operating Aircraft/Helicopter services under valid Non-Scheduled/Scheduled Operator’s Permit of DGCA, India, valid up to date (supporting documents of to be enclosed in Technical bid). Joint Venture Consortium of Indian NSOP/SCOP (Non-Scheduled/Scheduled Operator’s Permit) Holder Operator with any other Indian Non-Scheduled/Scheduled Operator or Indian/ foreign Company having tendered type of aircraft may also participate (Copy of valid NSOP/SCOP copy of Joint Venture Consortium to be furnished in technical bid).
- e) The Aircraft/Helicopter offered should meet the criteria as mentioned at point-d (REQUIREMENT) above and must not be more than 15 (fifteen) years

old as on the date of opening of EOI. (Documentary proof of age of Aircraft/Helicopter to be furnished in technical bid).

- f) The Applicant should be able to show its capability of deploying at least one Aircraft/Helicopter per route for the proposed air service operations each with not less than 9 passenger seats.
- g) Copies of currently valid C of A (certificate of airworthiness), C of R (certificate of registration), Weight Schedule etc. issued by DGCA and other competent authorities, for the operation of the tendered helicopter must be furnished
- h) The Applicant should have at least two persons at senior managerial level (Manager & above) each having at least 3 years of experience of managing commercial air service operations on the rolls of the company at the time of submitting the bids.
- i) The Applicant shall have a valid proof of ownership/firm arrangement of at least one Aircraft/Helicopter which he will deploy for the said services. (proof of the same shall be submitted alongwith the bid)
- j) At the time of EOI submission the Applicant /member of consortium who has been blacklisted, suspended by any state or central government, or any agency, authority, or body of any state or central government, or has previously entered into agreement with the state of Madhya Pradesh or the MPSTDC/MPTB for air taxi operations and such contract has been terminated for default of the Applicant, shall not be eligible to participate in the EOI.

7.2 The Applicant / any Member of the Consortium (holding at least 26% equity in Consortium) should fulfil the following parameters (the "Financial Eligibility").

- 1) The aggregate tangible net worth (the "Net Worth") of the Applicant should be at least Rs. 2 Cr (the "Financial Eligibility") as on 31st March 2020. Net Worth shall be calculated as per the following formula: [Paid Up Share Capital + Reserves & Surplus – Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible Assets]. The Member of the Consortium who meets this criterion should hold at least 26% (twenty six percent) of equity in Consortium and shall be called lead member.

7.3. Financial Position:

The Applicant should submit the following documents:

- a. Submission of audited annual reports for the last two financial years, i.e. 2018-19 and 2019-20 duly certified by the statutory auditor of the Applicant and in case of consortium, by statutory auditor of the respective member of the consortium.
- b. If so, requested by MPTB, the Applicant shall provide the name, address and contact number of his bankers along with a letter of authority in favour of any authorized person of MPTB in this regard to enable MPTB to make enquiries from the Applicant's bankers.

7.4. Consortium

7.4.1. Bids submitted by a Consortium must comply with following requirements:

- a. The number of members shall not exceed 3 members.
- b. The Consortium shall furnish a joint bidding agreement (the "Joint Bidding Agreement") on non-judicial Stamp Paper of minimum Rs. 1000/- (Rupees one thousand only) which shall be legally binding on all the members. The Joint Bidding Agreement should be valid for a minimum period of 180 (one hundred and eighty) days from the bid due date.
- c. One of the members, holding highest equity stake in the consortium, shall be nominated as the Lead Member to act on behalf of the others as their representative for bidding and implementation of the project. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatory of all the members.
- d. Change of the Lead Member or equity participation as described in joint bidding document would not be allowed under any circumstance till 18 months after the beginning of AO.
- e. A company can be a member in only one consortium. If a company participates in more than one bid, all bids of which it is a part would be summarily rejected.
- f. All members of the consortium shall however, be liable jointly and severally, for the execution of the project in accordance with the terms of the AOA.

7.5 Special Purpose Vehicle (SPV) and Equity Lock in

- 7.5.1 The selected Applicant may on its request be allowed to incorporate a company under the Companies Act, to be called SPV, within 30 (thirty) days from the date on which commitment security is deposited. In case of consortium, the MPTB will execute the AOA only with the SPV and the lead member shall have highest equity shareholding of the paid up and subscribed equity of the SPV at all times till the end of the project.
- 7.5.2 Each of the Members, whose experience will be evaluated for the purposes of this EOI, shall subscribe for 26% (Twenty Six percent) or more of the subscribed and paid-up equity of the SPV. In case of sole Applicant, forming an SPV, then he shall hold more than 50% (fifty percent) in the paid-up equity share capital of the SPV which shall not be changed for a period of 24 months beginning with commencement date. In such case MPTB will execute the AOA only with the SPV and not with the selected Applicant.
- 7.5.3 It is made clear that the consortium members will have to register a new company, within a period of 30 days from the date of which commitment security is deposited, dedicated to the proposed air service operations and this company shall be the SPV (special purpose vehicle). All permits, clearances shall be obtained in the name of this SPV. MPTB will execute the AOA only with the SPV and not with any member of the consortium.
- 7.5.4 Any change in Equity participation of members of the consortium and total shareholding pattern in the proposed SPV, which shall be in accordance with the Joint Bidding Agreement (which is being submitted by the Applicant as part of this Bid), is not allowed at any stage of the bidding process, during preparatory period and till the end of a period of 18 months beginning with the commencement date.

8. General

1. This is not a **Request for proposal (RFP)** and **commercial bids** SHOULD NOT be submitted with EOI.
2. **MPTB** reserves the right to examine / verify the supportive Documents / reports furnished by the Applicants.
3. **MPTB** would constitute an evaluation committee that will evaluate the responses in detail in order to determine whether they are substantially responsive to the requirements set forth in the EOI. The decision taken by the committee in this regard is final and binding on all the Applicants of EOI.
4. **MPTB** shall shortlist the vendors based on the requirements and the responses submitted. MPSTDC reserves the right to call only vendors for a **technical presentation / demo/meeting** of their proposed project on the date and time decided by MPSTDC. The decision taken by the

committee in this regard would be final and binding on all the Applicants of EOI.

5. The **Technical presentation** should have following contents:
 - a. Previous experiences of the similar project implemented & Challenges faced during implementation
 - b. Requirement of the department/client for which the project was executed.
 - c. Demonstration of project implement strategies along with all the proposed route for the air services operations .
 - d. Details of the aircraft/helicopter
 - e. Manpower deployment plan for the project
 - f. Methodology and Approach for training
 - g. Project implementation Plan & timelines
 - h. Understanding on MPTB requirement
 - i. Operation & Maintenance phase – proposed plan
 - j. Applicants may propose any additional conditions, approach and innovative characteristics to implement the project.
 - k. Any other relevant information as per scope of work
6. The vendor presentation / demonstration of the product shall be held Madhya Pradesh Tourism Board Lily Trade Wing (Old Lily Talkies),6th Floor, Jehangirabad, BHOPAL- 462008 (INDIA) or any other place as decided by MPSTDC. The venue will be communicated to Applicants in advance.
7. If any information or Document provided in the response to this EOI is found to be misleading subsequently, the Applicant will be disqualified.
8. **MPTB** may reject any or all the responses received / cancel the entire process at any stage without assigning any reason what soever.
9. **MPTB shall have absolute discretion to issue Request of Proposal to eligible Applicants shortlisted under EOI as per the requirement of Department. MPTB reserve the right to modify the eligibility criteria and scope of work in RFP.**
10. The applicants who wish to submit responses to this EOI should note that they should abide by all the terms and conditions contained in the EOI. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the empanelment / selection process.
11. The information exchanged between the Applicants and **MPTB** as part of this EOI shall be confidential and shall not be disclosed without the prior written consent of the **MPTB**.
12. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this EOI, the parties shall be subject to the jurisdiction of courts at Bhopal, Madhya Pradesh State, India only.
13. If the “Applicant(s)”, at any point of time, wishes not to participate in this EOI, the same information may be communicated to the ‘**MPTB**’ within one week of the receipt of this EOI by the “Applicant(s)”

9. Submission of Proposal

This EOI is advertised through selected newspapers and is posted on website <https://www.mptenders.gov.in/>. Government of Madhya Pradesh to give wide publicity and invite a large number of eligible “Applicants” who have the capability to deliver such services, for their participation in the process of Expression of Interest. The information provided by the “Applicant(s)” will be used by the ‘MPTB’ to select potential “Applicant”. The format for submission of EOI application is enclosed as **Annexure 1 to Annexure 10**.

Applicants qualifying as per the criteria mentioned above and who are interested in providing the services detailed above may submit their response to this EOI as per formats given in annexure along with relevant Documentary evidence latest by 05/04/2021 at 15:00 Hours at e-Procurement portal of GoMP: <https://www.mptenders.gov.in/>. Any response not containing information for all the parts of Annexure may be rejected.

The proposal must accompany a proof of payment of non-refundable amount of **Rs. 2,000/-** (Rupees two Thousand only) towards EOI Document Fees at the time of submission of the proposal. The fees should be paid online as per instructions given in fact sheet.

Annexure-1 Format of Application Form

(On Applicant Organization's Letterhead)

To

**Managing Director
Madhya Pradesh Tourism Board (MPTB)
Lily Trade Wing (Old Lily Talkies),6th Floor,
Jehangirabad, BHOPAL- 462008 (INDIA)**

Subject: Expression Of Interest (EOI) For Providing Air Services To Various Destinations Located Within Madhya Pradesh.

Dear Sir,

This has reference to the advertisement published in <give the name of the Newspaper, Edition and the date> pertaining to the above captioned subject.

We are interested in submitting our Expression of Interest for the same. We are enclosing proof for online payment of **Rs.2,000/-** (Rupees Two Thousand Only) as application fee for participating in this EOI.

We would like to clearly state that we qualify for this work as our organization meets all the pre-qualifying criteria indicated by you and our organization is not under a declaration of ineligibility for corrupt or fraudulent practices.

We understand that if the details given in support of claims made by us are found to be untenable or unverifiable or both our EOI will be rejected without any reference to us. We further clearly understand that MPSTDC is not obliged to inform us of the reasons of rejection of our bid.

Yours sincerely

Authorized Signatory

<<Name, designation, contact address, telephone number, email & seal of authorized signatory >>

Note: Applicant has to submit the Authorization letter/Power of Attorney of the authorized person to sign to the Application form and other Documents submitted in response to EOI on behalf of Applicant.

Annexure-2

General Information about Applicants

1.	Name of the Organization	
2.	Name of the authorized person	
3.	Address & contact numbers	
4.	Year of establishment	
5.	Status of the firm (whether Pvt Ltd company/ Public Ltd. Company)	
6.	Names of Directors	
7.	Whether registered with Registrar of Companies – mention number and date with proof	
8.	Whether registered for VAT – mention number and date. Also furnish copies of sales tax number allotted	
9.	Whether registered for GST – mention number and date. Also furnish copies of service tax number allotted	
10.	Whether assesses of Income tax payee. Mention PAN, furnish copy of last income tax return.	
11.	Name and Address of Bankers	
12.	Any other information	

5. In case of a Consortium:

- (a) The information above (1-11) should be provided for all the members of the consortium.
- (b) Information regarding the role of each member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

* The role of each member, as may be determined by the applicant, should be indicated in accordance with condition mention in this EOI.

(d) The following information shall also be provided for each member of the consortium:

Name of applicant/ member of consortium:

No.	Criteria	Yes	No
1.	Has the applicant/ constituent of the consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of application?		
3.	Has the applicant/ constituent of the consortium paid liquidated damages of more than 5% (five percent 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 applicant 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).

Annexure-3
Technical Capacity of the Applicant @

Applicant type # (1)	Member Code* (2)	3 years of experience of at least 2 Managers and above ** (3)
Single entity Applicant		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		

@ Provide details of only those projects that have been undertaken by the applicant under its own name and/ or by an associate or by a project company.

An applicant consisting of a single entity should fill in details as per the row titled single entity applicant and ignore the rows titled consortium member. In case of a consortium, the row titled single entity applicant may be ignored. In case credit is claimed for an associate, necessary evidence to establish the relationship of the applicant with such associate, shall be provided.

* Member Code shall indicate NA for Not applicable in case of a single entity applicant. For other members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

** The necessary supporting documents required i.e. experience certificate/ appointment letters etc.

Annexure-4

Financial Capacity of the Applicant

(In Rs. crore)

Applicant type	Member Code	Net Worth
(1)	(2)	(Year 1)
Single entity Applicant		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
TOTAL		

Name & address of Applicant's Bankers:

An applicant consisting of a single entity should fill in details as per the row titled single entity applicant and ignore the rows titled consortium members. In case of a consortium, row titled single entity applicant may be ignored.

Member Code shall indicate NA for Not Applicable in case of a single entity applicant. For other Members, the following abbreviations are suggested viz. LM Means Lead Members, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the eligible project relates to an associate of the applicant or its member, write "Associate" alongwith Member Code.

The Applicant should provide details of its own Financial Capability.

Instructions:

- 1 Net worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + Miscellaneous Expenditure not written-off + Reserves not available for distribution to equity shareholders).
2. The applicant shall also provide the name and address of the bankers to the applicant.
4. The applicant shall provide an auditor's certificate specifying the net worth of the applicant and also specifying the methodology adopted for calculating such net worth in accordance with point mention 4.2 of the EOI document.

Annexure 5: Declaration Regarding Clean Track

(To be submitted on letterhead of the Applicant)

To

**Managing Director
Madhya Pradesh Tourism Board (MPTB)
Lily Trade Wing (Old Lily Talkies),6th Floor,
Jehangirabad, BHOPAL- 462008 (INDIA)**

Subject: Expression of Interest (EOI) For Providing Air Services to Various Destinations Located Within Madhya Pradesh.

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EOI Document regarding “: **Expression of Interest (EOI) For Providing Air Services to Various Destinations Located Within Madhya Pradesh.**

I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the EOI document is true and no false representation has been made.

Yours faithfully,

(Signature of the Applicant)

Printed Name

Designation Seal

Date:

Business Address:

Place: Applicant's signature

Annexure-6: Joint Bidding Agreement
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act,} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act,} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Madhya Pradesh Tourism Board., established under the Companies Act, and having its registered offices at Madhya Pradesh Tourism Board. Lily Trade Wing, 6th Floor, Jahangirabad, Bhopal -462008, hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its EOI No. dated (the “**EOI**”) for providing air services to various destinations located within Madhya Pradesh.
- (B) The parties are interested in jointly bidding for the project as members of a consortium and in accordance with the terms and conditions of the EOI document and other bid documents in respect of the project, and
- (C) It is a necessary condition under the EOI document that the members of the consortium shall enter into a joint bidding agreement and furnish a copy thereof with the application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the bidding process for the project.
- 2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this project, either directly or indirectly or through any of their associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act for entering into a concession agreement with the authority and for performing all its obligations as the Concessionaire in terms of the concession agreement for the project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the commencement date under the concession agreement when all the obligations of the SPV shall become effective.
- (b) Party of the Second Part shall be the Technical Member of the Consortium.
- (c) Party of the Third Part shall be the other Member of the Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the project and in accordance with the terms of the EOI and the concession agreement, till such time as the project completion is achieved under and in accordance with the concession agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party}:

- 6.2 The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the project, be held by the Parties for the project in terms of the EOI.
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the concession agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement.
- (b) The execution, delivery and performance by such Party of this agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this agreement for the delegation of power and authority to execute this agreement on behalf of the consortium member is annexed to this agreement, and will not, to the best of its knowledge.
- (i) Require any consent or approval not already obtained.
- (ii) Violate any applicable law presently in effect and having applicability to it.
- (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof.
- (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party.
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this agreement.
- (c) This agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this agreement.

8. Termination

This agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the project is achieved under and in accordance with the concession agreement, in case the project is awarded to the consortium. However, in case the consortium is either not pre-qualified for the project or does not get selected for award of the project, the agreement will stand terminated in case the applicant is not pre-qualified or upon return of the bid security by the authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This joint bidding agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this agreement shall not be amended by the Parties without the prior written consent of the authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

1.

2.

Notes:

1. The mode of the execution of the joint bidding agreement 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.
2. Each joint bidding agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this agreement for the delegation of power and authority to execute this agreement on behalf of the consortium member.
3. For a joint bidding agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the power of attorney has been executed.

Annexure-7: Power of Attorney for signing of Application

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 application for qualification and submission of our bid for Providing Air Services to various destinations located in and outside Madhya Pradesh, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the authority, representing us in all matters before the authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the authority 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 Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the applicant.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure-8: Power of Attorney for Lead Member of Consortium

Whereas the Madhya Pradesh Tourism Board has invited applications from interested parties for Providing Air Services to various destinations located within Madhya Pradesh.

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 (EOI) 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, and M/s. having our registered office at, (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”). We 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 concession/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 pre-qualification of the Consortium and 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 the Authority, 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 Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature)

.....
(Name & Title)

For
(Signature)

.....
(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 board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the applicant.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure-9: Statement of Legal Capacity

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

Ref:

Date:

To,

Managing Director

Madhya Pradesh Tourism Board (MPTB)

Lily Trade Wing (Old Lily Talkies), 6th Floor,
Jehangirabad, BHOPAL- 462008 (INDIA)

Dear Sir,

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

For and on behalf of.....

****Please strike out whichever is not applicable.***

Annexure-10: Concept Note

To

**Managing Director
Madhya Pradesh Tourism Board (MPTB)
Lily Trade Wing (Old Lily Talkies),6th Floor,
Jhangirabad, BHOPAL- 462008 (INDIA)**

Subject: Expression of Interest (EOI) For Providing Air Services to Various Destinations Located Within Madhya Pradesh.

In response to the EOI Document Reference No. _____/2021 dated _____ for captioned subject, we have prepared a concept note which is attached herewith. The concept note is prepared in good faith, after understanding the EOI document and requirements of MPTB.

Name of the Applicant: _____
Authorized Signatory: _____
Seal of the Organization: _____
Business Address: _____
Date: _____
Place: _____
Vide Board Resolution dated _____

Propose route – Please specify

Note: The concept note to be prepared and submitted by the Applicants should not be more than 20 pages:

All requirements mentioned in the EOI Document with respect to the concept note are to be fully covered.

Each of the Applicants will be invited for the presentation on their proposed concept to MPTB and its representatives, schedule for which will be intimated subsequently.

Annexure-11:

**List of Served/Underserved/Unserved Airstrips/Airports
in Madhya Pradesh**

Served	
S.No	Name of Airport
1	Indore
2	Bhopal
3	Jabalpur
4	Khajuraho
Underserved	
S.No.	Name of Airport / Airstrip
1	Gwalior
Unserved	
1	Amla
2	Betul
3	Birlagram (Nagda)
4	Birwa
5	Burhar (Shahdol)
6	Chhindwara
7	Damoh
8	Dhana
9	Gandhisagar
10	Guna
11	Jhabua
12	Jhabua (Ranpet)
13	Kanha

14	Khandwa
15	Khargone
16	Lalpur
17	Nagda
18	Neemuch
19	Nowgong
20	Pachmarhi
21	Panna
22	Raisen (Chiklod)
23	Rajhara (Dhalli)
24	Rakhikol
25	Ratlam
26	Rewa
27	Sagar
28	Sarangarh
29	Sarani
30	Satna
31	Shahdol
32	Shivpuri
33	Sidhi
34	Sitamanu (Sitamaw, Mandasore)
35	Tekanpur
36	Ujjain

