

## CORRIGENDUM NO.3

### Request for Proposal for Selection of Operator For Providing Air Services to various destinations in Madhya Pradesh

No: NIT No: 758/ MPTB/ 2024

System No: 2024\_ MPTB \_331025

06/02/2024

#### THE FOLLOWING ARE THE MODIFICATIONS TO THE RFP

THE DELETIONS FROM THE EARLIER TEXT OF THE RFP ARE INDICATED AS STRIKE THROUGHS AND THE ADDITIONS ARE UNDERLINED.

Sl. No.	Point No.	Provision of the RFP															
1.	Section I INSTRUCTIONS TO BIDDERS (ITB) Clause 6 Schedule of Bidding Process Page No.6	<p>Clause 6 is hereby revised as under:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Event Description</th><th>Date/Time</th></tr> </thead> <tbody> <tr> <td>1.</td><td><u>Pre-Bid meeting</u></td><td><u>26/02/2024 at 12:00 PM</u></td></tr> <tr> <td>2.</td><td>Online Bid submission Last Date (EMD, Technical Bid, Financial Bid)</td><td><del>27/02/2024</del> <u>29/02/2024</u> at 3:00 PM</td></tr> <tr> <td>3.</td><td>Opening date of Proposals</td><td><del>28/02/2024</del> <u>01/03/2024</u> at 3:00 PM</td></tr> <tr> <td>4.</td><td>Opening of Financial Bids</td><td>Will be informed to successful bidders.</td></tr> </tbody> </table>	Sl. No.	Event Description	Date/Time	1.	<u>Pre-Bid meeting</u>	<u>26/02/2024 at 12:00 PM</u>	2.	Online Bid submission Last Date (EMD, Technical Bid, Financial Bid)	<del>27/02/2024</del> <u>29/02/2024</u> at 3:00 PM	3.	Opening date of Proposals	<del>28/02/2024</del> <u>01/03/2024</u> at 3:00 PM	4.	Opening of Financial Bids	Will be informed to successful bidders.
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2.	Section I INSTRUCTIONS TO BIDDERS (ITB) Clause 10.1 Scope of Project Point (f) and (g) Page No. 9 & Section II AIR SERVICE OPERATION AGREEMENT clause 2.1	<p>Point (f) and (g) Clause 10.1 (Section I) and 2.1 (Section II) are hereby revised as under:</p> <p>(f) The Operator, keeping in view, the viability can propose routes for air services operation within the state and shall ensure connectivity amongst the destinations <del>mutually decided between MPTB and the Selected Operator</del> (Destinations/Airstrips mentioned in Annexure B). The operator may be permitted to change or increase the routes with the written consent of MPTB.</p>															

	Point (f) and (g) Page No.45	(g) The operator is expected to operate the aircraft for at least four (4) days in every week in destinations <del>as mutually decided in point f above.</del>
3.	Section I INSTRUCTIONS TO BIDDERS (ITB), Clause 11. Eligibility of Bidders (d), (f) and (h) Page No. 10	<p>Clause 11 is hereby revised as under:</p> <p>(d) The Bidder should be able to start the operations on <del>mutually decided</del> route within <del>45</del> <b>60</b> days of receipt of award letter from MPTB.</p> <p>(f) The bidder should have maintenance base approved by DGCA under CAR 145 <del>inside Madhya Pradesh</del> for proper and timely maintenance of the aircraft.</p> <p>(h)The Aircrafts <del>offered</del> should have all valid documents issued from DGCA and should be airworthy in conditions <del>as on date of submission of bid</del> and should have all relevant certification.</p>
4.	Section I INSTRUCTIONS TO BIDDERS (ITB) Clause 17.18 Payment Terms, Sub Clause 17.8.5 Page No.15 & Section II AIR SERVICE OPERATION AGREEMENT, Clause 8.2 Payment Terms, Sub Clause 8.2.1 Page No.52	<p>Clause 17.8.5 (Section I) &amp; clause 8.2 (Section II) are hereby revised as under:</p> <p><del>The GST will not be payable on VGF claim.</del></p> <p><u>The bidder shall quote VGF amount exclusive of GST. GST will be applicable as per prevailing norms.</u></p>
5.	Section I INSTRUCTIONS TO BIDDERS (ITB) Clause 17. Bid Variable and other conditions Sub clause 17.13 Page No. 14 & Section II AIR SERVICE OPERATION AGREEMENT, Clause 2.3	<p>Clause 17.13 (Section I) &amp; clause 2.3 (Section II) are hereby revised as under:</p> <p>(a) MPTB shall undertake evaluation for augmentation of services as and when deemed suitable. In case an increase in demand/ increase in passenger traffic is observed <b>in the existing route allocated to the operator in the mutually decided route</b>, the first right of refusal shall be given to the selected operator to deploy an additional aircraft/increase the number of seats on the same terms and conditions within 30 days to cater to such demand. However, if the operator declines to deploy the additional aircraft/increase the number of seats the Authority reserves the right to open the market to other aircraft operators to cater to the increased demand. These prospective operators may be the bidders who had submitted proposals for the same tender previously, however, were positioned at L2, L3, L4 etc. Such bidders will be invited to match the terms and</p>

	<p><b>Additional operations</b> <b>Page No.46</b></p>	<p>conditions of the existing operator prevailing at the time during which the increment is observed, in consonance with the ongoing percentage VGF applicable as per table under Clause 17.3 for a 6-year period. For example, if an increase in demand is observed in second year and a new operator is appointed to service such demand by deploying an aircraft, the operator will only be able to avail 75% VGF as specified in table under Clause 17.3. MPTB may also issue a fresh tender and invite fresh bids for the selected route as deemed appropriate.</p> <p>(b) The same shall be applicable if MPTB decides to open other routes <b>apart from the existing route allocated to the operator</b> (<del>other than the mutually decided route with the selected operator</del>) where the first right of refusal shall be given to the selected operator to deploy an additional aircraft on the same terms and conditions within 30 days on the new route. However, if the operator declines to deploy the additional aircraft/increase the number of seats the Authority reserves the right to open the market to other aircraft operators to cater to the increased demand. These prospective operators may be the bidders who had submitted proposals for the same tender previously, however, were positioned at L2, L3, L4 etc. Such bidders will be invited to match the terms and conditions of the existing operator prevailing at the time during which the increment is observed, in consonance with the ongoing percentage VGF applicable as per table under Clause 17.3 for a 6-year period. For example, if an increase in demand is observed in second year and a new operator is appointed to service such demand by deploying an aircraft, the operator will only be able to avail 75% VGF as specified in table under Clause 17.3. MPTB may also issue a fresh tender and invite fresh bids for the selected route as deemed appropriate.</p>										
6.	<p><b>Section I Instructions To Bidders (ITB)</b> <b>Clause 17.19.9</b> <b>Operational Efficiency</b> <b>(inserted vide corrigendum 1)</b> <b>Page No. 15</b></p>	<p><b>Clause 17.19.9 is hereby revised as under:</b></p> <p>The Operator is required to fly a minimum of 150 Hours per month to be eligible for claiming VGF for the respective month. Each month the flying schedule would be evaluated as well.</p> <p>For each month’s flight schedule, the total of Flying Hours shall be submitted by the Operator to MPTB. If the Operator flies less than 150 Hours per month 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 10 % of the VGF/Premium paid for the month:</p> <table><tr><td>Flying Hours of the Operator</td><td>Amount of penalty</td></tr><tr><td>140 to &lt; 150</td><td>2.5%</td></tr><tr><td>130 to &lt; 140</td><td>5.0%</td></tr><tr><td>120 to &lt; 130</td><td>10.0%</td></tr><tr><td>Below 120 Hours</td><td>Not Eligible for VGF for the Month</td></tr></table>	Flying Hours of the Operator	Amount of penalty	140 to < 150	2.5%	130 to < 140	5.0%	120 to < 130	10.0%	Below 120 Hours	Not Eligible for VGF for the Month
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		<p>The damages as above shall be appropriated after the Operator is given an opportunity of hearing and after establishing that the performance was affected for reasons attributable to the Operator. This penalty will be levied over and above the penalty levied under clause 17.19.1 and 17.19.7</p> <p>Additionally, if the penalty is levied on the operator for any three months in a year for deficiency in flying hours or if the operator is unable to complete minimum 120 flying hours in any month during the year under this clause, then 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. <b>In case the Force Majeure is enforced during the period of contract, the VGF shall be paid on pro rata basis during the time period of its enforcement.</b></p>										
7.	<p><b>Section II</b></p> <p><b>Air Service Operation Agreement</b></p> <p><b>Clause 7. Operational Efficiency (inserted vide corrigendum 1)</b></p> <p><b>Sub-Clause 7.9</b> <b>Page No. 51</b></p>	<p><b>Clause 7.9 is hereby revised as under:</b></p> <p>The Operator is required to fly a minimum of 150 Hours per month to be eligible for claiming VGF for the respective month. Each month the flying schedule would be evaluated as well.</p> <p>For each month’s flight schedule, the total of Flying Hours shall be submitted by the Operator to MPTB. If the Operator flies less than 150 Hours per month 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 10 % of the VGF/Premium paid for the month:</p> <table><tr><td>Flying Hours of the Operator</td><td>Amount of penalty</td></tr><tr><td>140 to &lt; 150</td><td>2.5%</td></tr><tr><td>130 to &lt; 140</td><td>5.0%</td></tr><tr><td>120 to &lt; 130</td><td>10.0%</td></tr><tr><td>Below 120 Hours</td><td>Not Eligible for VGF for the Month</td></tr></table> <p>The damages as above shall be appropriated after the Operator is given an opportunity of hearing and after establishing that the performance was affected for reasons attributable to the Operator. This penalty will be levied over and above the penalty levied under clause 7.1 and 7.7</p> <p>Additionally, if the penalty is levied on the operator for any three months in a year for deficiency in flying hours or if the operator is unable to complete minimum 120 flying hours in any month during the year under</p>	Flying Hours of the Operator	Amount of penalty	140 to < 150	2.5%	130 to < 140	5.0%	120 to < 130	10.0%	Below 120 Hours	Not Eligible for VGF for the Month
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