2nd Pre-Bid Queries for "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

	Firm Name- Jet Serve Aviation Pvt. Ltd.				
S. RFP Clause no and Clau		Clause as stated in RFP	Query/Remark	Query Response	
No	Page no.				
1)	Section I	The Bidder giving the lowest VGF per flying hour or highest	Request to reduce Bank Guarantee amount	No Change	
	Instructions To	Premium per flying hour as Financial Bid, provided the Bid is	to Rs 20 Lakhs		
	Bidders (ITB)	responsive in terms of the ITB, shall be asked by MPTB immediately			
		after the opening of the Bids, to furnish a Bank Guarantee, of Rs 50			
	Clause 2	lakhs within 15(fifteen) days of the receipt of MPTB's letter to			
	Brief Description	show its commitment (the "Commitment Security") towards its			
	of Bidding Process	Financial Bid. The Financial Bid of the bidder quoting the LOWEST			
		VGF/HIGHEST PREMIUM per flying hour shall be considered for			
	Sub-Clause 2.4	declaration as the selected bidder (the "Selected Bidder") only			
	Page No. 5	when MPTB receives the Commitment Security within the			
		specified time hereinabove. For further clarity the below			
		mentioned illustrations have been defined:			
		Scenario 1:			
		If two bids have been received by MPTB, namely form Bidder A			
		and Bidder B, wherein, bidder A hasquoted a VGF of INR 20,000			
		per flying hour and Bidder B has quoted a Premium of INR 20,000			
		per flying hour. In such a case Bidder B will be awarded the project			
		since they have quoted Premium. Thus, premium will be given precedence over VGF.			
		precedence over vgr.			
		Scenario 2:			
		Alternatively, if two Bids are received from Bidder X and Bidder Y by			
		MPTB, where Bidder X has quoteda VGF of INR 20,000 per flying			

		hour and Bidder Y has quoted a VGF of INR 30,000 per flying hour, BidderX will be awarded the contract as they have quoted lowest VGF between the two bids received. Scenario 3:		
		Lastly, if two bids are received from Bidder C and Bidder D, where Bidder C has quoted a premium of INR 30,000 per flying hour and		
		Bidder D has quoted a premium of INR 40,000 per flying hour. In		
		this case Bidder D will be awarded the contract since they have quoted the highest premium per flying hour.		
2)	Section II AIR SERVICE OPERATION AGREEMENT Sub-section - PRELIMINARY	Flying hours shall mean the total flying time between two destinations from 'engine-on' to 'engine- off'. The validity of the flying hours shall be authenticated by DGCA or ATC.	Request to revise as under: "Flying hours shall mean the total flying time between two destinations from 'engine-on' to 'engine- off'. The validity of the flying hours shall be authenticated by FRB ."	
	Clause 1 DEFINITIONS AND INTERPRETATION			
	Sub-Clause 1.1			
	Point No. 16 Page No. 42			

3)	Section I Instructions To Bidders (ITB) Clause 17.19 Operational Efficiency Sub-Clause 17.19.1 Page No. 15	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 90 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%, the Air Service		Request to insert the following- "However, delay due to reason beyond operator's control like ATC, weather delay, Crew health or any other issue will not be considered."	
		Score of the operator	Amount of penalty		
		80% to < 90%	2.5%		
		75% to < 80%	5.0%		
		70% to < 75%	10.0%		
		<u> </u>	all be appropriated after the Operator is aring and the performance was affected the Operator.		
4)	Section II AIR SERVICE	_	would be evaluated out of a maximum	Request to insert the following-	Kindly refer Clause 15- "Force
	OPERATION	•	pasis of delay inscheduled departure. For	"However, delay due to reason beyond	,
	AGREEMENT	•	on scheduled time or a delay of up to 90	operator's control like ATC, weather delay, Crew health or any other issue will not be considered."	Control of portation
	Clause 7. OPERATIONAL EFFICIENCY	shall be noted. If the flight (0) marks shall be noted. shall be submitted by the	ne noted. If delayed for more, 7 marks on the cancelled for whatever reason zero. For each monththe total of such marks one Operator to MPTB. If the Operator he Air Service Operations shall not be	meanth of any other issue will not be considered.	Agreement (Section II) as provided in RFP
	Sub-Clause 7.1 Page No. 50	considered satisfactory fo	or the month and MPTB shall appropriate to table below not exceeding 10 % of the		

		Score of the operator	Amount of penalty				
		80% to < 90%	2.5%				
		75% to < 80%	5.0%				
		70% to < 75%	10.0%				
		The damages as above sha	all be appropriated after the Op	erator is			
		given an opportunity of	f hearing and the performar	nce was			
		affected for reasons attrib	utable to the Operator.				
5)	Section I	17.19.9 Deficiency in Flyin	ng Hours		Request to revis	se the clause as under-	Kindly refer Point no.
			G		//! O		6 of Corrigendum 3
	INICTRILICTIONIC		of ly a minimum of 150 Hours pe		· ·	required to fly a minimum	
	INSTRUCTIONS TOBIDDERS (ITB)	9	GF for the respective month. Eac	n montn		per month <u>subjected to</u>	
	. ,	the flying schedule would b				utes and other clearances	
	Clause 17.19		nedule the total of Flying Hours			er, Route etc. Each month	
	Operational	-	to MPTB. If the Operator flies			ule would be evaluated as	
	Efficiency	· · · · · · · · · · · · · · · · · · ·	e Air Service Operations shall		well.		
	Page No. 15	•	the month and MPTB shall app	•		s flight schedule the total	
	Sub-Clause	,	e table below not exceeding 10	% of the	, ,	shall be submitted by the	
	17.19.9	VGF/Premium paid for the			•	TB. If the Operator flies less	
	(inserted vide	Flying Hours of the	Amount of penalty			per month the Air Service	
	corrigendum 1)	Operator				to default on the part of	
	corrigeriadin 1)	140 to < 150	2.5%			shall not be considered	
		130 to < 140	5.0%		•	the month and MPTB shall	
		120 to < 130	10.0%			amages as provided in	
		Below 120 Hours	Not Eligible for VGF for	or the		ow not exceeding 10 %	
			Month		of the VGF/Pren	nium paid for the month:	
		The damages as above sh	all be appropriated after the O	Inorator	Flying Hours	Amount of	
		_	of hearing and the performa	-	the Operator	penalty	
			utable to the Operator. This pe		140 to	2.5%	
			· · · · · · · · · · · · · · · · · · ·	•	< 150	2.3/0	
			the penalty levied under clause	: 17.19.1	130 to	5.0%	
		and 17.19.7			130 10	3.070	

	months in a year for deficient unable to complete minimum under this clause in a year, the Operator's default which agreement. Without prejud commitment security and to invite any other willing pers	levied on the operator for any three cyin flying hours or if the operator is a 120 flying hours even once in ayear nen it shall be treated as an event of may lead to termination of the ice to its right to appropriate the erminate the agreement MPTB may on tostart air service operations in sof the State on the same terms and o the Operator.	<140 120 to <130 Below 120 Hours	10.0% 15%	
AIR SERVICE OPERATION AGREEMENT Clause 7. OPERATIONAL EFFICIENCY (inserted vide corrigendum 1) Sub-Clause 7.9 Page No. 51	7.9 Deficiency in Flying Hour. The Operator is required to fly to be eligible for claiming VGF the flying schedule would be a submitted by the Operator to 150 Hours per month the considered satisfactory for the damages as provided in the to VGF/Premium paid for the moderator 140 to < 150 130 to < 140 120 to < 130 Below 120 Hours The damages as above shall is given an opportunity of	y a minimum of 150 Hours per month for the respective month. Each month evaluated as well. ule the total of Flying Hours shall be MPTB. If the Operator flies less than Air Service Operations shall not be e month and MPTB shall appropriate able below not exceeding 10 % of the	"The Operator of 150 Hours allotment of r like ATC, Weat the flying schewell. For each monor of Flying Hour Operator to M than 150 Hour Operations du operator, they satisfactory for appropriate of the table be	is required to fly a minimum per month subjected to coutes and other clearances ther, Route etc. Each month dule would be evaluated as this flight schedule the total is shall be submitted by the PTB. If the Operator flies less is per month the Air Service to default on the part of it is shall not be considered the month and MPTB shall damages as provided in allow not exceeding 10 % emium paid for the month:	Kindly refer Point no. 7 of Corrigendum 3

be levied over and above the penalty levied under clause 17.19.1 and 17.19.7

Additionally, if the penalty is levied on the operator for any three months in a year for deficiencyin flying hours or if the operator is unable to complete minimum 120 flying hours even once in ayear under this clause in a year, 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 tostart air service operations in any sector covering any cities of the State on the same terms and conditions as are applicable to the Operator.

Flying Hours	Amount of	
the Operator	penalty	
140 to	2.5%	
< 150		
130 to	5.0%	
< 140		
120 to	10.0%	
< 130		
Below	<u>15%</u>	
120		
Hours		