



**KARNATAKA STATE TOURISM DEVELOPMENT  
CORPORATION (KSTDC)  
GOVERNMENT OF KARNATAKA**

**INVITES**

**EXPRESSION OF INTEREST  
(E.O.I NO: KSTDC/PRO/26/2019-20)  
FOR  
SELECTION OF HELICOPTER SERVICE  
PROVIDERS FOR HELI TOURISM SERVICES IN  
KARNATAKA**

Karnataka State Tourism Development Corporation  
Ground Floor, BMTC Yeshwanthpur TTMC (Bus Stand),  
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Bengaluru – 560 022  
Telephone: 080 4334 4334  
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## **Disclaimer**

The information contained in this Expression of Interest document (the "EOI") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this EOI (the "Application"). This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant 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 EOI and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicants, 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with pre-qualification of Applicants for participation in subsequent stages.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI. The Authority 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 EOI.

The issue of this EOI does not imply that the Authority is bound to short-list and select pre-qualified Applications for subsequent stages or to appoint the selected Applicant for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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## **Section 1. Letter of Invitation**

1. Karnataka State Tourism Development Corporation (KSTDC), invites Expression of Interest (EOI) for Selection of Helicopter Service Providers to provide Heli Tourism and transport related service in Karnataka.
2. For the purpose of this EOI, an **Applicant** is defined as a Helicopter Service Provider who has submitted their proposal for this Expression of Interest. A Helicopter Service Provider may be either an Operator or an Aggregator. An **Operator** is defined as a person, organisation or enterprise engaged in or offering to engage in helicopter operations. The Operator must be registered with DGCA and must hold the relevant Non-Scheduled Operator Permit (NSOP) and other relevant permits from the relevant regulatory authority. An **Aggregator** is defined as a service provider who engages one or more Operators, as defined above, to offer helicopter services through a common platform. If the applicant is an Aggregator, the terms and conditions of the EOI shall apply to the Operators through whom the Aggregator shall provide helicopter services, and where applicable, to the Aggregator as well.
3. The objectives and details of the Assignment are provided in the attached Terms of Reference.
4. The Applicant will be selected in line with the procedures and technical criteria described in this EOI.
5. The EOI includes the following documents –
  - Section 1 – Letter of Invitation
  - Section 2 – Information to Applicants
  - Section 3 – Technical Proposals – Standard Forms
  - Section 4 – Terms of Reference

The details of **Expression of Interest (EOI) for Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka** are provided in the attached Terms of Reference (TOR).

EOI No.: KSTDC/PRO/26/2019-20

Date: 17 January 2020

SELECTION OF HELICOPTER SERVICE PROVIDERS FOR HELI TOURISM SERVICES IN KARNATAKA

Karnataka State Tourism Development Corporation (“KSTDC”) intends to Select Helicopter Service Providers to provide Heli Tourism in Karnataka, in line with the scope of services as envisaged in the Terms of Reference of this EOI document.

Interested Applicants may submit their proposals to KSTDC office at the address mentioned below.

The following shall be the calendar of events for the selection process:

Sl. No.	Event Description	Date
1.	Last date for receiving queries/clarifications	24 January 2020, 17:30 hrs
2.	Last date for submitting proposals	03 February 2020, 17:30 hrs
3.	Presentation on Technical Proposal	07 February 2020, 11:30 hrs
4.	Announcement of Selected Applicants	07 February 2020, 17:00 hrs
5.	Authorised Representative and Address for submission of applications	Public Relations Officer, Karnataka State Tourism Development Corporation Ground Floor, BMTC Yeshwanthpur TTMC (Bus Stand), Yeshwanthpur Circle, Bengaluru – 560 022 Telephone: 080 4334 4334 Email: pro@kstdc.co

1.1. Postponement of Calendar of events (if any), subsequent notification, changes, amendments and selection/ rejection of proposal shall be intimated on KSTDC website (<https://www.kstdc.co/>) and will be published in newspapers. KSTDC reserves the right to accept or reject any or all the proposals received without assigning any reasons thereof.

1.2. More details on the services are provided in the attached Terms of Reference (TOR).

Sd/-

General Manager - Administration  
Karnataka State Tourism Development Corporation,  
Bengaluru, Karnataka

## **Section 2. Information to Applicants**

### **1. INTRODUCTION**

- 1.1. The Client named in the “Data Sheet” will select firms, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Applicants are invited to submit a Technical Proposal as specified in the Data Sheet (the Proposal) for providing services required for the Assignment named in the Data Sheet. Assessment of the Proposal by the evaluation committee constituted by the Client shall be the basis for Selection of Applicants by the client.
- 1.3. The Applicants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Applicants are encouraged to pay a visit to the Client before submitting a Proposal and attend the pre-proposal conference if one is specified in the Data Sheet. Attending the pre-application conference is optional. The Applicant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Applicants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4. The Client will provide the inputs specified in the Data Sheet and make available relevant project data and reports.
- 1.5. Please note that (i) the costs of preparing the proposal and any visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.6. Government of Karnataka expects Applicants to provide professional, objective, and impartial advice and at all times and hold the Client’s interest’s paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Applicants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7. It is Government of Karnataka’s (GoK) policy to require that Applicants observe the highest standard of ethics during the execution of such EOI. In pursuance of this policy, the GOK:
  - a. defines, for the purposes of this provision, the terms set forth below as follows:
    - i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among Applicants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.
  - b. will reject a proposal for selection if it determines that the firm recommended for selection has engaged in corrupt or fraudulent activities in competing for the EOI in question;
  - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be selected for a GOK- financed project, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
  - d. will have the right to require that, GOK to inspect Applicant’s accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.
- 1.8. Applicants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.7 (d).

- 1.9. Applicants shall be aware of the provisions on fraud and corruption stated in the EOI under the clauses indicated in the Data Sheet.

## **2. CLARIFICATION AND AMENDMENT OF EOI DOCUMENTS**

- 2.1. Applicants may request a clarification of any item of the EOI document up to the date and time indicated in the Data Sheet, before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the KSTDC's website (<https://www.kstdc.co/>)
- 2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the EOI documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded on the KSTDC's website (<https://www.kstdc.co/>) and published in the newspaper and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## **3. PREPARATION OF PROPOSAL**

- 3.1. Applicants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

### **TECHNICAL PROPOSAL**

- 3.2. In preparing the Technical Proposal, Applicants are expected to examine the documents comprising this EOI Document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- i. A Covering Letter from the applicant for submission of Technical Proposal (Section 3A)
  - ii. Auditor Certificate for Applicant's Experience Details - an outline of recent experience on assignments (Section 3B) of similar nature.
  - iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
  - iv. A description of the methodology and work plan for performing the assignment (Section 3D).
  - v. Power of Attorney for Authorized Signatory (Section 3E)
  - vi. Any additional information requested in the Data Sheet.

## **4. SUBMISSION AND OPENING OF PROPOSALS**

- 4.1. The EOI document may be downloaded from through KSTDC's website (<https://www.kstdc.co/>). Applicants are requested to go through the EOI carefully and submit the required information without exception otherwise proposals will be rejected.
- 4.2. The completed proposal comprising documents indicated in Clause 3, along with self-attested copies of requisite forms / certificates / documents as mentioned in different sections of the EOI document shall only be accepted
- 4.3. The original Proposal (Technical Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 4.4. An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. (Form at Section 3E)

- 4.5. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“Technical Proposal”**. This envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”**
- 4.6. The completed Technical Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.7. After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee.
- 4.8. The last date and time for submission of the Technical Proposal will be mentioned on the website of the Client (<https://www.kstdc.co/>) and in the Data Sheet.
- 4.9. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The Applicants who are qualified will be intimated for the technical presentation.

## **5. PROPOSAL EVALUATION**

### **General**

- 5.1. From the time the proposals are opened to the time the selection is made, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or selection decisions may result in the rejection of the Applicant's proposal.
- 5.2. The Client has adopted a two-stage selection process (collectively referred to as the “Selection Process”) for selection of the Applicant for the Project. The first stage of the Selection Process is the “Pre-Qualification Stage” and the second stage of the Selection Process is the “Technical Presentation Stage”.
- 5.3. KSTDC may at its sole discretion and at any time during the evaluation of EOI, disqualify any applicant, if the applicant has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 5.4. KSTDC shall have all the rights to disqualify the Application during the evaluation of EOI for any of the following reasons:
  - Submission of proposal without required documentation;
  - Non-Submission of formats as per the standards / format prescribed in the Eoi
  - The Applicant has been blacklisted by State/UT/Central Government or any Public Sector Undertaking under them;
  - The Applicant has been in litigation with any Government agencies/Institutes in India;

### **Evaluation of Pre-Qualification Stage**

- 5.5. The Pre-Qualification Stage shall involve assessment of the proposal submitted by the Applicants on the basis of the pre-qualification criteria defined in the Data Sheet. Applicants must meet all the pre-qualification criteria defined in the Data Sheet to be eligible for the next stage of Proposal Evaluation.
- 5.6. At the end of this stage, the Client shall invite all the suitable pre-qualified Applicants who shall be eligible for the second stage of the Selection Process, the “Technical Presentation Stage”.

### **Evaluation of Technical Presentation Stage**

- 5.7. The evaluation committee appointed by the Client as a whole, shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the pre-qualification criteria, sub-criteria and point system specified in the Data Sheet. Only applicant successfully qualifying the Pre-Qualification stage shall only be invited for the technical presentation to be made before the evaluation committee appointed by the Client.



- 5.8. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## **6. SELECTION**

- 6.1. After the evaluation of the applicant, the Client shall notify those suitable applicants whose proposals meet the **minimum qualifying marks of 70 or above**. Proposals that did not meet the pre-qualification criteria or minimum qualifying mark or were considered non-responsive to the EOI shall be notified by the client. The selected Applicants shall be invited to enter into a Memorandum of Understanding (MoU) with the Client.

## **7. SIGNING OF MEMORANDUM OF UNDERSTANDING**

- 7.1. Having selected Applicants on the basis of their Technical Proposal and responsiveness to the Terms of Reference of this EOI, the Client shall share a draft of the MoU document with the selected Applicants at the time of inviting them to enter into an MoU to provide Services under the scope of this Assignment.
- 7.2. The Client and selected Applicant shall meet to discuss the final terms and conditions of the MoU. Special attention will be paid to clearly defining the inputs required from the Client and the selected Applicant to ensure satisfactory implementation of the Assignment.
- 7.3. Following the discussion between the parties, the final MoU shall be signed between the Client and the selected Applicant.

## **8. CONFIDENTIALITY**

- 8.1. Information relating to the evaluation of proposals and recommendations concerning selection shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process until the winning applicant has been notified that it has been selected for the assignment.

## DATA SHEET - INFORMATION TO APPLICANTS

Sl. No.	Title	Details
1.	Name of Client	Karnataka State Tourism Development Corporation Limited (KSTDC)
2.	The Method of Selection is	Quality Based Selection (QBS)
3.	A Technical Proposal is requested:	Yes
4.	Name and Description of Assignment	<p><b>Name of the Assignment:</b> <i>Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka</i></p> <p><b>Brief Description of the Assignment:</b></p> <p>KSTDC invites Expression of Interest (EOIs) for Selection of Helicopter Service Providersto render helicopter tourism and transport related services in the State of Karnatakain accordance with the scope of services as envisaged in the Terms of Reference of this EOI document.</p>
5.	The Client will provide the following inputs:	As per Terms of Reference
6.	Clauses on fraud and corruption	The clauses on fraud and corruption as defined in the EOI Clause1.7
7.	Clarification of any item of the EOI	<p>Clarifications may be requested up to the date and time notified on KSTDC website (<a href="https://www.kstdc.co/">https://www.kstdc.co/</a>). Requests for clarification beyond the notified date and time shall not be considered.</p> <p>Clarifications shall be requested through an e-mail sent to pro@kstdc.co with the subject line “<i>Queries concerning EOIfor Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka</i>”</p>
8.	Language of the Proposal	English
9.	Applicant may associate with other participating Applicants	No. Consortium is are not allowed for this EOI
10.	AdditionalInformation in theTechnical Proposalincludes	<ul style="list-style-type: none"> <li>i. A Covering Letter from the applicant for submission of Technical Proposal (Section 3A)</li> <li>ii. Auditor Certificate for Applicant’s Experience Details to outline of recent experience on assignments (Section 3B) of a similar nature.</li> <li>iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).</li> <li>iv. A description of the methodology and work plan for performing the assignment (Section 3D).A detailed description of the understanding of the assignment, proposed methodology, resource deployment, risk mitigation, etc (Section 3D)</li> <li>v. Power of Attorney for Authorized Signatory (Section</li> </ul>

		3E) vi. Any additional information requested in by the client
11.	Validity of Proposal	180 days from submission of Proposal
12.	Last Date and time for submission of proposal	<b>Date &amp; Time:</b> As notified on KSTDC website ( <a href="https://www.kstdc.co/">https://www.kstdc.co/</a> )  <b>Submission</b> Karnataka State Tourism Development Corporation, Ground Floor, BMTC Yeshwanthpur TTMC (Bus Stand), Yeshwanthpur Circle Bangalore – 560 022
13.	The address to send information to the Client is:	Karnataka State Tourism Development Corporation Limited, Ground Floor, BMTC Yeshwanthpur TTMC (Bus Stand), Yeshwanthpur Circle Bangalore – 560 022  Ph.: 080 2235 2828 Fax: 080 2235 2626  Email: pro@kstdc.co
14.	Evaluation Criteria for Technical Proposal	As detailed below

**Note:** For the purpose of this EOI, an **Applicant** is defined as a Helicopter Service Provider who has submitted their proposal for this Expression of Interest. A Helicopter Service Provider may be either an Operator or an Aggregator. An **Operator** is defined as a person, organisation or enterprise engaged in or offering to engage in helicopter operations. The Operator must be registered with DGCA and must hold the relevant Non-Scheduled Operator Permit (NSOP) and other relevant permits from the relevant regulatory authority. An **Aggregator** is defined as a service provider who engages one or more Operators, as defined above, to offer helicopter services through a common platform. If the applicant is an Aggregator, the terms and conditions of the EOI shall apply to the Operators through whom the Aggregator shall provide helicopter services, and where applicable, to the Aggregator as well.

#### 5.5.1 Evaluation of Pre-Qualification Stage

The Technical Proposal of only the applicants satisfying the following pre-qualification criteria will be evaluated for the EOI:

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents must be submitted unless specified otherwise)
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<p><b>1. Legal Entity:</b> The Applicant should be a Company incorporated in India under The Indian Companies Act, 1956/2013 and subsequent amendments thereto.</p>	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation countersigned by statutory auditor</li> <li>• Copy of Memorandum of Association and Articles of Association</li> <li>• Self-attested copy of PAN card</li> <li>• Self-attested copy of GST Registration</li> </ul>
<p><b>2. Relevant Experience in Aviation Industry:</b> The Applicant should currently be in the business of providing helicopter tourism or transport related service</p> <p><i>Note: Experience of parent /subsidiary /associate entities of the applicants may be considered for evaluation of relevant experience in Aviation Industry (within/outside India).</i></p>	<ul style="list-style-type: none"> <li>• Form at Section 3B. Auditor Certificate for Applicant's Experience Details</li> <li>• Experience in India or abroad of parent/subsidiary/associate entities of the Applicant may be considered for relevant experience by the Evaluation Committee constituted by the Client provided relevant documents has been furnished to establish the relationship between the Applicant and its parent/subsidiary/associate company.</li> </ul>
<p><b>3. Not Blacklisted/ Barred/ Show-Caused Against:</b> The applicant should not have been blacklisted/ barred/ show-caused against by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p>	<ul style="list-style-type: none"> <li>• Form at Section 3A. Technical Proposal Submission</li> </ul>
<p><b>4. Registration with DGCA:</b> The Applicant or the Operator proposed to be engaged by the Applicant shall be registered with the Directorate General of Civil Aviation, Government of India (DGCA).</p>	<ul style="list-style-type: none"> <li>• Self-attested copy of the certificate for registration with DGCA and other supporting documents as applicable</li> </ul>
<p><b>5. Applicable Permits / Licenses / Authorizations:</b> The Applicant or the Operator proposed to be engaged by the Applicant shall hold a Non-Scheduled Operator's Permit (NSOP) and other relevant permits / licenses / authorizations to carry out Helicopter Operations within and from Karnataka.</p>	<ul style="list-style-type: none"> <li>• Self-attested copy of NSOP and other relevant permits / licenses / authorizations to carry out Helicopter Operations within and from Karnataka.</li> </ul>

**NOTE:**

1. The Client reserves the right to request any further supporting documents from the applicant prior to their selection.
2. The Client shall be free to make enquiries from previous clients of the Applicant about the work, conduct, performance, quality of service and such other related general enquiries about the

Applicant. The Applicant would have no objection to the Client making such enquiries from their existing/past clients.

3. Only applicant fulfilling the Pre-qualification criteria shall be invited by the Client for the Technical Presentation.

### 5.7.1 Evaluation of Technical Presentation Stage

The shortlisted Applicant who have cleared the Pre-Qualification Stage shall be invited to make a detailed Technical Presentation on the aspects listed under this criterion to the Evaluation Committee formed by the Client. The Technical Presentation is not required to be submitted at the time of submission of the Technical Proposal but must be presented to the Evaluation Committee as notified by the Client. A soft copy and two hard copies of the presentation and any associated supporting documents are to be submitted along with a covering letter to the Evaluation Committee at the time of Technical Presentation.

**The Applicant must achieve a minimum of 70 marks overall for selection.**

**The marks to be given under each of the Technical Presentation criteria are provided below:**

Sl. No.	Criteria	Maximum Marks	Scoring Guideline												
<b>1. Organization Profile (40 Marks)</b>															
1.	<b>Experience in Aviation Industry</b>	<b>4 marks</b>	<p>Applicant shall receive 1 mark for each year of experience in the aviation industry providing tourism and transport services, up to a maximum of 4 marks.</p> <p><i>Note: Experience of parent / subsidiary / associate entities of the applicants may be considered for evaluation of relevant experience in Aviation Industry (within / outside India). Applicant must submit relevant documents of the parent / subsidiary / associate entity as proof of relationship between the entities.</i></p>												
2.	<b>Applicant Fleet Size</b>	<b>4 marks</b>	<p>Applicant must have a fleet of at least 3 helicopters.</p> <table border="1"> <thead> <tr> <th>Number of Helicopters in Applicant's Fleet</th> <th>Marks Scored</th> </tr> </thead> <tbody> <tr> <td>Fewer than 3</td> <td>0</td> </tr> <tr> <td>3</td> <td>1</td> </tr> <tr> <td>4</td> <td>2</td> </tr> <tr> <td>5</td> <td>3</td> </tr> <tr> <td>6 or more</td> <td>4</td> </tr> </tbody> </table>	Number of Helicopters in Applicant's Fleet	Marks Scored	Fewer than 3	0	3	1	4	2	5	3	6 or more	4
Number of Helicopters in Applicant's Fleet	Marks Scored														
Fewer than 3	0														
3	1														
4	2														
5	3														
6 or more	4														
3.	<b>Number of Routes Operated by Applicant</b>	<b>4 marks</b>	<p>Applicant shall receive 1 mark for each operated route for which they provide tourism or transport services, up to a maximum of 4 marks.</p>												
4.	<b>Collaboration with Central Government</b>	<b>3 marks</b>	<p>Applicant shall receive 1 mark for each Central Government or State Government or their</p>												

	<b>or State Government or their Undertakings</b>		Undertaking with whom they have collaborated in the last 5 years (i.e. January 2015 onwards) to provide tourism or transport services, up to a maximum of 3 marks.
5.	<b>Passenger Safety and Control Measures</b>	<b>15 marks</b>	Applicant shall provide an overview of the measures taken for passenger safety and control. If the Applicant is an Aggregator, they must also provide an overview of their criteria for selection of the Operators for their platform.
6.	<b>Statutory Permits &amp; Licenses</b>	<b>10 marks</b>	The Applicant shall provide their certificates and license to meet the international Safety standard, safety equipment and Non-Scheduled Operator Permit (NSOP) as per Government of India and DGCA regulations and any other relevant authorities
<b>2. Approach and Methodology (60 Marks)</b>			
1.	<b>Applicant's Understanding of Assignment</b>	<b>15 marks</b>	<ul style="list-style-type: none"> <li>i. Understanding of the objectives of the assignment and the market potential of Helicopter related tourism in Karnataka <b>(5 Marks)</b></li> <li>ii. Highlight current infrastructure challenge on short distance connectivity within the State of Karnataka for tourists across major tourist destinations <b>(5 Marks)</b></li> <li>iii. Applicant shall highlight the challenges being addressed and their plan to leverage existing infrastructures in the State for the operations <b>(5 Marks)</b></li> </ul>
2.	<b>Proposed Operation in Karnataka</b>	<b>15 marks</b>	<ul style="list-style-type: none"> <li>i. Routes, and Capacity <b>(5 marks )</b></li> <li>ii. Number of trips/ frequencies <b>(5 marks )</b></li> <li>iii. Number of destinations covered <b>(5 marks )</b></li> </ul>
3.	<b>Resource Deployment Plan</b>	<b>5 marks</b>	Applicant shall describe their proposed team structure, Number of pilots, their certifications, experience availability of key personnel and plan for deployment of resources for successful execution of the assignment. If the Applicant is an Aggregator, they shall provide the details of the Operators in the Aggregator's network.
4.	<b>Branding and Publicity Strategy of the proposed operations</b>	<b>5 marks</b>	The Applicant shall present their high-level promotion strategy for promotion of Heli-tourism packages in the proposed routes.
5.	<b>Risk Assessment Mitigation Plan</b>	<b>10 marks</b>	The Applicant shall demonstrate their understanding of technical/business risks and in the proposed Helicopters service in Karnataka as well as their risk mitigation plan, Emergency

			Management plan, Insurance details etc.
6.	<b>Support and Inputs from the Client</b>	<b>10 marks</b>	The Applicant shall clearly mention the support required from the Client for successful execution of the assignment.
<b>Total</b>		<b>100 marks</b>	

### **Section 3. Technical Proposal – Standard Forms**

3A. Technical Proposal Submission Form.

3B. Auditor Certificate for Applicant's Experience Details

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology

3E. Power of Attorney



### 3A. Technical Proposal Submission Form

(On the Letterhead of the Bidder)

[Location, Date]

FROM:

(Name of the Applicant)

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TO:

Managing Director,  
Karnataka State Tourism Development Corporation,  
Ground Floor, BMTc Yeshwanthpur TTMC (Bus Stand),  
Yeshwanthpur Circle  
Bangalore – 560 22

Dear Sir:

**Subject: Expression of Interest for “Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka”**

We, the undersigned, are hereby submitting our Proposal in accordance with your Expression of Interests notified on KSTDC website (<https://www.kstdc.co/>) as EOI number: \_\_\_\_\_ which includes this Technical Proposal on KSTDC website (<https://www.kstdc.co/>). I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that we or any of our Associate 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 Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/we have not blacklisted/banned/show-caused against by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted/banned/show-caused against by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
6. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
7. I/We have examined and have no reservations to the EOI Documents, including any Addendum issued by the Client.
8. I/We do not have any conflict of interest

9. 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 1.7 of EOI document, in respect of any tender or request for proposal issued by or any Contract entered into with the Client or any other public sector enterprise or any government, Central or State; and
10. The Proposal is unconditional
11. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the EOI
12. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicant.
13. All information provided in the table below is true and correct

### Details of the Applicant

Sl. No.	Criteria	Details
<b>1.</b>	<b>Applicant Details</b>	
<b>a.</b>	Name of Company/Firm	
<b>b.</b>	Country of Incorporation	
<b>c.</b>	Date of Incorporation and/or Commencement of Business	
<b>d.</b>	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
<b>e.</b>	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
<b>f.</b>	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
<b>g.</b>	Details of the Authorized Signatory for the EOI	Name: Designation: Address: Phone: Email:
<b>h.</b>	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
<b>i.</b>	Nature of Business. COI, MOA & MOM to be submitted.	(such as Govt. Organization/Undertaking, Public/Private Ltd. Co., Partnership

*Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka*

		Firm, HUF, etc.)
2.	Company or Firm registration details with the supporting documents either copy of the Certificate of Incorporation by the Registrar of Companies or of the Registration Certificate issued by Registrar of Firms	
3.	Number of years of relevant experience	Number of Years: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
4.	PAN Card Number. Self-attested copy to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
5.	TAN Number. Self-attested copy to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Professional Tax Number. Self-attested copy to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
7.	GST Number. Submit self-attested copy of GST Registration Certificate	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Enclosed Form 3A	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Enclosed Form 3B	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Enclosed Form 3C	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Enclosed Form 3D	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Enclosed Form 3E	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No

Our Proposal is binding upon us and subject to the modifications resulting from subsequent negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised Signatory:  
Name and Title of Signatory:  
Name of Applicant  
Address:

### 3B. Auditor Certificate for Applicant's Experience Details

(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 the Applicant] and certify that the information submitted by M/s \_\_\_\_\_ [Name of the Applicant] as per the following form are true and correct.

Sl. No.	Location	Route Details	Operation Since (DD/MM/YYYY)	Passenger Capacity Per Trip	Total Number of Trips as on Submission Date
1					
2					
3					
4					
5					

This certificate is being issued to be produced before Department of Tourism, Government of Karnataka for **“Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka”**

(Seal and signature of Auditor)

Name of the audit firm: \_\_\_\_\_

CA Membership Number: \_\_\_\_\_

Date: \_\_\_\_\_

Authorised Signatory: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_



**3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.**

**On the Terms of Reference:**

- 1.
- 2.
- 3.
- 4.
- 5.

**On the Data, Services, and Facilities to be provided by the Client**

- 1.
- 2.
- 3.
- 4.
- 5.

Authorised Signatory: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

**3D.Description of the methodology and work plan for performing the assignment.**

*(To be submitted during Technical Presentation)*

**APPLICANT'S NAME:** \_\_\_\_\_

### 3E. Power of Attorney of Authorised Signatory

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 and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") 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 pre-qualification and submission of proposal for Services for the proposed assignment "**Selection of Helicopter Service Providers for Heli Tourism Services in Karnataka**" including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us

AND we hereby agree to 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 Authorized Signatory 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 IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20..... in line with the following points

- 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 executants(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

.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....  
(Signature)

(Name, Title and Address of the Authorized Signatory)

(\* To be executed on appropriate non-judicial stamp paper)



## **Section 4. Terms of Reference**

### **1. Background**

#### **1.1. About Karnataka Tourism**

Karnataka has wide variety of tourism offerings such as beaches, hill stations, heritage monuments, national parks, wildlife sanctuaries etc. Given the variety of tourism assets, the state is promoted under the tagline “One State, Many Worlds”. It is home to 507 of the 3600 centrally protected monuments in India, the largest number after Uttar Pradesh. The State Directorate of Archaeology and Museums protects an additional 752 monuments and another 25,000 monuments are yet to receive protection. Tourism in Karnataka centres on the ancient sculptured temples, modern cities, the hill ranges, forests and beaches. Broadly, tourism in Karnataka can be divided into four geographical regions: North Karnataka, the Hill Stations, Coastal Karnataka and South Karnataka.

#### **1.2. About Department of Tourism**

Karnataka, blessed with immense natural beauty, is one of the most popular tourism destinations in India. The state is abundantly rich with tourist attractions which includes beaches, hill stations, heritage monuments, national parks, wildlife sanctuaries etc. Given the variety of tourism assets, the state is promoted under the tagline “One State, Many Worlds”. Department of Tourism, Government of Karnataka is continuously endeavouring to promote the state both nationally as well as internationally by developing new destinations, adventure activities and participating in national and international trade fairs, investors’ meet, festivals, tour travel markets, road shows, theme campaigns, etc. Department of Tourism has 19 district offices and 8 tourist offices in the State.

There are 3 government undertakings functioning under the Department of Tourism, namely Karnataka State Tourism Development Corporation (KSTDC), Jungle Lodges and Resorts (JLR) and Karnataka Exhibition Authority (KEA), Mysore.

#### **1.3. About Karnataka State Tourism Development Corporation Limited**

Established in 1971, KSTDC provides accommodation and conveyance facilities for tourists visiting Karnataka. It conducts package tours throughout the State through its fleet of buses. It owns and operates hotels and guest houses throughout the State. Apart from this, KSTDC also undertakes infrastructure development projects as per requirement from the Department of Tourism. KSTDC has been entrusted with the mandate for promotion of Karnataka Tourism.

As per the strategy roadmap for Karnataka Tourism, it is envisioned that the state must increase its footfall and rank among the top 2 destinations for domestic tourists and top 5 destinations for foreign tourists by 2025. The Department of Tourism and its undertakings – KSTDC, JLR and KTIL – are striving together towards the realization of this vision.

#### **1.4. Objective**

KSTDC was established by the Government of Karnataka with a view to promote tourism within the State of Karnataka and provide improved infrastructure, conveyance and other facilities to the travelers. To achieve its vision, KSTDC wishes to improve the air connectivity in the State through helicopter tourism and transport services from major towns and tourist destinations.

The objective of this EOI is to promote tourism within the Karnataka by enabling short distance helicopter transport services in Karnataka.

## **2. Definitions**

For the purpose of this EOI, an **Applicant** is defined as a Helicopter Service Provider who has submitted their proposal for this Expression of Interest. A Helicopter Service Provider may be either an Operator or an Aggregator. An **Operator** is defined as a person, organisation or enterprise engaged in or offering to engage in helicopter operations. The Operator must be registered with DGCA and must hold the relevant Non-Scheduled Operator Permit (NSOP) and other relevant permits from the relevant regulatory authority. An **Aggregator** is defined as a service provider who engages one or more Operators, as defined above, to offer helicopter services through a common platform. If the applicant is an Aggregator, the terms and conditions of the EOI shall apply to the Operators through whom the Aggregator shall provide helicopter services, and where applicable, to the Aggregator as well.

## **3. Memorandum of Understanding between KSTDC and the Selected Helicopter Service Provider**

Through this EOI, KSTDC intends to select Helicopter Service Providers in Karnataka who shall provide short distance helicopter transport services connectivity between the identified and suggested routes within and near Karnataka. Further to selection of the Helicopter Service Providers KSTDC shall enter into a Memorandum of Understanding (MoU) with the selected Helicopter Service Providers, wherein KSTDC shall provide facilitation support to the Helicopter Service Providers towards operating helicopter service operations in Karnataka. The selected Helicopter Service providers shall operate Helicopter services within and near Karnataka to promote short distance helicopter transport services connectivity. The Obligations of the selected Helicopter Service provider and KSTDC and the General Terms and Conditions as per the MoU is detailed below.

## **4. Obligations of the Selected Applicant**

- (i) The Applicant shall connect the identified and suggested routes within and near Karnataka to promote short distance helicopter transport services connectivity.
- (ii) The Applicant shall undertake all operational investments to set up the necessary infrastructure such as helipad, lounge facilities, etc. that may be required to facilitate flights within and near Karnataka with a view to smoothen helicopter transport tourism services.
- (iii) The Applicant shall ensure they have comprehensive insurance for the passengers, crew and helicopter vehicle. Proper instructions must be given and briefings must be conducted before the flight by the Applicant.
- (iv) The Applicant shall be responsible for the safety & security of the riders/tourist during the flight & off the flight in the demarcated area.
- (v) The Applicant will be responsible for the complete medical treatment and for the damages in case of any casualty.
- (vi) The Applicant shall explore the possibility for offering packages in line with the packages of luxury hotels or resorts present in the routes identified. Such packages may include services such as pickup and drop from the nearest airport / helipad, sightseeing tours, and other services that may be agreed upon between the Applicant and the hotel / resort management.
- (vii) The Applicant shall actively promote tourism in Karnataka, including but not limited to the luxury destinations and products of Karnataka Tourism viz the Golden Chariot.
- (viii) The Applicant shall provide marketing support for the promotion of 'Heli Tourism Partnership' with KSTDC pursuant to the Memorandum of Understanding between the parties.

- (ix) The Applicant shall offer charter services to VIP movements within Karnataka on best effort basis as per the requirements conveyed by KSTDC. For the said services, the Applicant shall charge as per the charter requirements.

#### **5. Obligations of KSTDC**

- (i) KSTDC shall provide facilitation support to the Helicopter service provider for obtaining required permissions for the Non-Scheduled Operator Permit holder (as defined in Aircraft Act, Aircraft Rules and relevant CARs issued by DGCA) to conduct all helicopter operations mandated by DGCA and other regulatory authorities including but not limited to, the landing / take off of flights to helipads in and around Bangalore and other parts of Karnataka as mutually agreed to by both parties.
- (ii) KSTDC shall recommend locations for carrying out helicopter tourism and transport services. The locations broadly identified by KSTDC at the time of this EOI are Bangalore, Hampi, Tirupati, Coorg, Kabini, Dharmasthala and Mangalore.
- (iii) KSTDC shall support the Applicant in connecting with relevant contacts at luxury hotels, resort operators and other stakeholders present in the locations agreed upon by the parties, to enable the selected applicant to combine the helicopter services rendered hereunder with a hotel experience
- (iv) KSTDC shall cooperate with the Applicant as well as its partners and associate entities for obtaining all requisite permissions, authorizations, consents, approvals, etc. from appropriate authorities with a view to effectuate the helicopter services
- (v) KSTDC shall extend promotional support for the promotion of 'Heli Tourism Partnership' pursuant to the Memorandum of Understanding between the parties.
- (vi) KSTDC shall, on a best effort basis, connect the selected applicants with the State level authorities for the use of helipads available/ constructed in identified locations and to set up infrastructural facilities as required by the Applicant to provide helicopter services.

#### **6. General Terms and Conditions**

- (i) **Term:** The Term of the Memorandum of Understanding (MOU) between KSTDC and Applicant shall commence from the Execution Date and continue to be in full force and effect up till termination of this MOU.
- (ii) **Cooperation:** The Parties shall extend full assistance and cooperation to each other during the Term of the MOU in respect of the helicopter transport services as discussed hereunder.
- (iii) **Review:** The progress of the MOU shall be reviewed by the Parties at the end of every quarter to ensure that both the Parties are aligned and there is growth in awareness and revenues. KSTDC reserves the right to withdraw this EOI, without assigning any reasons for the same, if KSTDC determines that such action is in the best interest
- (iv) **Applicable Law:** This MOU, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (v) **Jurisdiction:** The Parties agree that the courts and tribunals in Karnataka shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this MOU and accordingly any suit, action or proceedings arising out of or in connection with this MOU may be brought in such courts or the tribunals and the Parties irrevocably submit to, generally and unconditionally, the jurisdiction of those courts or tribunals
- (vi) **Financial Commitment:** The MOU is not a commitment of funds. Each Party to bear its own expenses and operational costs.

- (vii) **Dispute Resolution:**The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the MOU or its interpretation. In the event of a dispute relating any of the matters set out in the MOU, including termination of this MoU, the Parties shall discuss in good faith to resolve the difference within 15 (fifteen) Business Days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolved through discussion, shall be referred to Secretary Tourism, Government of Karnataka. All such disputes that have not been satisfactorily resolved after referring to Secretary Tourism, Department of Tourism shall be settled by arbitration in accordance with the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules
- (viii) **Assignment:**Each Party to this MOU shall seek a prior permission from the other Party before assigning any of its rights and obligations as set out hereunder to a third party. The permission shall be approved in writing
- (ix) **Termination:**The MOU may be terminated by the Parties upon mutual written consent. The Parties acknowledge that there is no lock-in-period and the Parties are free to terminate the MOU anytime during the Term of the MOU.