



**Government of Odisha
Commerce & Transport (Transport) Department**

**“Request for Quotation for selection of Airline(s) to have a
direct flight between Bhubaneswar to International destinations
like Dubai, Singapore & Bangkok”**



GOVERNMENT OF ODISHA

COMMERCE & TRANSPORT (TRANSPORT) DEPARTMENT

REQUEST FOR QUOTATION

Selection of Airline(s) to have a direct flight between Bhubaneswar to International destinations like Dubai, Singapore & Bangkok

Government of Odisha desires to have direct international flight from Biju Patnaik International Airport, Bhubaneswar to foreign soil and is looking for interested scheduled air service carriers to start its air service operations. To begin with international flight from Bhubaneswar to international destinations like **Dubai, Singapore & Bangkok** with three flights a week preferably on alternate days including the weekends.

Eligible and interested scheduled Airline operators may download the Request for Quotation (RFQ) document which contains the details of the requirement from the following website of Government of Odisha and submit their offer,

<https://tendersodisha.gov.in/nicgep/app>&<https://ct.odisha.gov.in/tenders>.

Proposals complete in all respect should reach the undersigned latest by **05:00 PM on 28.11.2022**. Bids received after the above deadline shall be summarily rejected. The authority reserves the right to reject any or all the proposals without assigning any reason thereof.

Sd/-

**Additional Secretary to Govt.
Commerce & Transport (Transport) Department
Government of Odisha**

DISCLAIMER

The information contained in this Request for Quotation (RFQ) for Selection of Airline(s), is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is neither an agreement nor an offer by the Client to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in making their Proposals pursuant to this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the operation of direct international flights. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Client, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ, 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The issue of this RFQ does not imply that the Client is bound to select an Applicant or to appoint the Selected Airline, as the case may be, and the Client reserves the right to reject all or any of the Applicants or Proposals without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposals. All such costs and expenses will remain with the Applicant and the Client 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 Proposal, regardless of the conduct or outcome of the Selection Process.

SECTION I
INVITATION OF PROPOSAL

1. Background

1.1 Government of Odisha desires to have direct international flight from Biju Patnaik International Airport, Bhubaneswar to foreign soil and is looking for interested scheduled air service carriers to start its air service operations. To begin with international flight would like to operate from Bhubaneswar to international destinations like **Dubai, Singapore & Bangkok** with three flights a week preferably on alternate days including the weekends. However, the selected Airline may like to operate on the remaining days of the week without any financial support from Government of Odisha.

1.2 There is a potential of unlocking not only tourism sector, but also general Industrial sector including that of IT sector, if Bhubaneswar can have direct connectivity with Dubai in west, Singapore and Bangkok in East. Dubai and Singapore being 2 large air hubs, it virtually opens up the entire world to the passengers of Odisha and also for people of Odisha origin settled abroad. **Further, it is informed that, State Government have already reduced the Value Added Tax (VAT) on Aviation Turbine Fuel (ATF) to zero (0) percent for direct international flights.**

1.3 In pursuance to the above, the Commerce & Transport (Transport) Department ("**Client**") on behalf of State Government of Odisha invites "**Request for Quotation**" or "**RFQ**" from reputed international airlines **based on a model where Govt. of Odisha bears the entire operational cost of the flights.** The interested airline(s) are required to submit RFQ accordingly for starting air service operation as mentioned above. The terms and conditions for participating in submission of RFQ are furnished below.

2. GLOSSARY

In this RFQ, the following terms shall have the meaning ascribed below. Any capitalized term used in this RFQ shall, unless defined herein, have the meaning ascribed to it in the RFQ.

- i. "**Affiliate**" means, in relation to any Applicant, a Person who controls, is controlled by, or is under the common control with such Applicant. As used in this definition, the expression "control" means:
 - (a) with respect to a company, corporation or LLP the ownership, directly or indirectly, of more than 50% (fifty per cent) of the economic or voting rights of such Person,
 - b) with respect to a Person which is not a company, corporation or LLP the power to direct the management and policies of such Person;
- ii. "**Applicant**" means any person who has submitted a Proposal in accordance with this RFQ;
- iii. "**Financial Support**" shall have the meaning ascribed to it in this RFQ;
- iv. "**Client**" shall have the meaning ascribed to it in Clause 1.3;
- v. "**Letter of Award**" or "**LOA**" shall have the meaning ascribed to it in Clause 19.2;
- vi. "**Request for Quotation**" or "**RFQ**" shall have the meaning ascribed to it in the Clause 1.3
- vii. "**International Route**" means direct flight connectivity from ex-Bhubaneswar to international destinations like Dubai, Singapore & Bangkok
- viii. "**Person**" shall mean a natural person, individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include its successors and assigns;
- ix. "**Proposal**" shall mean any proposal submitted in accordance with this RFQ;
- x. "**Proposal Due Date**" shall mean the due date for the submission of Proposal, as specified by the Client from time to time;
- xi. "**Proposal Validity Period**" shall mean the period of validity of the Proposals in accordance with Clause 14;
- xii. "**Selection Process**" shall mean the process of selection of the Selected Airline under this RFQ;
- xiii. "**SAA**" shall mean the Selected Airline Agreement to be entered into between the Selected Airline and the Client;

SECTION II

SELECTION PROCESS AND ELIGIBILITY

3. SCHEDULE FOR SELECTION PROCESS

The Client shall invite Proposals under this RFQ by issuing a notice setting out the commencement and schedule of the Selection Process, substantially in the format set out in **Annexure-I**, provided that the Client may, at its discretion, make modifications and amendments to the format set out in Annexure-I while issuing such notice.

4. ELIGIBILITY AND DISQUALIFICATION OF APPLICANTS

4.1 In order to be eligible for under this RFQ:

- (a) Operations under this Proposal will be permitted through fixed wing aircraft only with passenger seating capacity of equal to or more than 70 seats.
- (b) Bidding under the RFQ shall be permitted only by the airline operators which are eligible to qualify as designated airline(s) of India (as per the applicable rules) as on November 2022
- (c) The Selected Airline shall be obligated to commence Direct International Flight operations on the proposed International Route, within a period of 60 days from the issuance of Letter of Award unless any extension is granted by the Client. However, the Client may examine, from time to time, the abovementioned eligibility conditions and may issue appropriate guidelines/clarifications in this regard.

4.2 Only the entities satisfying the eligibility criteria set out in Section 4.1 of the RFQ shall be eligible to make a Proposal under this RFQ. An Applicant shall not be eligible to submit a Proposal under this RFQ and shall be disqualified if:

- (a) it or its Affiliate, its directors or key personnel has been barred or blacklisted by any government agency or Client in India, the government of the jurisdiction of the Applicant where incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies;
- (b) it or its directors have been convicted of any offence in India or abroad.
- (c) it has defaulted in payment of dues to any Government agencies in the past 12 months

4.3 The Client may from time to time, notify additions, amendments or modifications to the aforementioned eligibility criteria.

Section III

Preparation and Submission of Proposals

5. SELECTION PROCESS

Prospective Applicants are advised to go through procedure available on the <https://tendersodisha.gov.in/nicgep/app> and also, get themselves acquainted to e-tender participation requirements as provided on the aforesaid website of the Client. The detailed information regarding e-tender procedures is at **Annexure-II**.

6. PROPOSAL SUBMISSION

6.1 The Applicants shall provide all the information sought under this RFQ. The Client will evaluate only those Proposals that are received on the e-portal created at <https://tendersodisha.gov.in/nicgep/app> in the required formats and complete in all respects.

6.2 The bidding process under the RFQ is a single stage process. The Applicants shall submit the Proposal online in accordance with the provisions of this Clause **for all these proposed routes or any of them**. Failure to submit the proposal complete in all respects will render the proposal invalid and such proposal shall not be considered or evaluated.

6.3 The Applicants in their login will be required to search the Tender Id as indicated in notice of commencement and then follow the bid submission process as per the documents available in the Bidder Manual Kit.

6.5 Subsequently, the Applicants will be required to submit the following ("**Tender Covers**"):

(i) Technical Bid ("Pre Qualification/Technical")

(a) Technical Bid containing the Applicant's Profile and its Technical Proposal in the format attached in this RFQ at **Annexure-III**

(b) Power of Attorney for signing of Proposal in the format attached in this RFQ at **Annexure-IV**

(c) Bid Security Declaration as per the format attached in this RFQ at **Annexure-V**

(ii) Financial Bid ("Finance")

As part of the Financial Proposal, the Applicant shall submit the following information in the format attached in this RFQ at **Annexure-VI**

Upload the details, as required on the portal under the section.

6.6 Proposals submitted by any means other than those mentioned above shall be rejected by the Client.

6.7 The Client reserves the right to modify the procedure for submission of Proposals at later stages of the Selection Process.

6.8 Any Proposal, that is not in accordance with the terms of the RFQ shall not be considered and shall be disqualified;

7. FINANCIAL SUPPORT

7.1 The airlines shall bid the Cost of Operations for the operation of **single round trip of the route** for which the airline is bidding.

7.2 The Financial support shall be provided for the actual number of flights operated by the Airline operator which shall be relevant initially for a period of One (1) years starting from the date of commencement of Flight operations and extendable upto three (3) years depending upon the sustainability of operation.

7.3 In case the any of the selected Airlines like to change the Aircraft type/size, the agreed financial support shall be ceased until both the parties arrive at a certain conclusion regarding operational cost or revised financial support.

7.4 The airline must operate a minimum of 70 percent of the operations mentioned in the bid document in order to be eligible for the financial support; unless the operations are affected due to force majeure, in which case the client shall extend the scheme for the selected airline operator. The extension period should be based on the time period affected due to force majeure.

7.5 To account for the changes in ATF price, exchange rate and inflation, which have a bearing on the cost of operations, an indexation of the financial support to inflation, ATF prices and exchange rate of INR vis-à-vis USD will be done every financial quarter. The indexation of financial support will be based on formula provided in Annexure VII.

7.6 Exclusivity of Financial Support: Selected Airline shall be granted the exclusivity of financial support for operating flights on the routes under the scheme. During the financial support exclusivity period, the Client

shall not provide any financial support to any other airline for the specific route. The financial support exclusivity period shall commence from the date of the letter of award and end on the earliest to occur of:

- (a) The expiry of lapse of time period (including any extension thereof) specified in the Letter of Award for execution of the Selected Airline Agreement and such agreement not having been executed by the selected airline within the specified or extended period,
- (b) expiry of one (1) years from the date of commencement of flight operations and subsequent renewal up to three (3) years, if any.
- (c) termination of the relevant Selected Airline Agreement.

8. PROPOSAL DUE DATE

Proposals should be uploaded before **17:00 hours IST on the 28.11.2022** in the manner and form as detailed in this RFQ.

9. LATE PROPOSALS

The tender will close after the expiry of the time specified in Clause 8 above on the Proposal Due Date and, will not allow the Applicant to input or change any information afterwards.

10. CLARIFICATION OF RFQ and SAA

10.1 The Client shall have the power to issue clarifications regarding the implementation of the RFQ.

10.2 Applicants requiring any clarification may send their respective queries online in accordance with the timelines notified by the Client from time to time. No other means of communication in this regard shall be entertained. Further, any query raised after the last date for seeking clarifications shall not be entertained.

10.3 The Client shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Client reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Client to respond to any question or to provide any clarification.

10.4 At any time prior to the Proposal Due Date, Client may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify this RFQ by issuing an amendment.

10.5 All such amendments/notifications will be notified by posting them on the aforementioned e-portal.

10.6 In order to allow Applicants reasonable time to take the amendment into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals.

11. LANGUAGE OF PROPOSAL

The Proposal prepared by the Applicant, as well as all correspondence and documents relating to the Proposal exchanged by the Applicant and Client shall be written in the English language. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in the English language duly authenticated by the Applicant, in which case, for purposes of interpretation of the Proposal, the translation shall prevail.

12. BID SECURITY/PROPOSAL SECURITY

As per the Government of Odisha Finance Department Office Memorandum No 8943/F dated 18.03.2021 and No. 8484/F dated 05.04.22, the Bid Security/Proposal Security is exempted. However, the applicant has to submit a bid security declaration as per the format attached in this RFQ at **Annexure VI**.

13. PROPOSAL VALIDITY

A Proposal shall remain valid for a period of **120 (One hundred and twenty days) days** from the Proposal Due Date.

14. COST OF PROPOSAL

14.1 Non-refundable proposal **Processing Fees with online mode for Rs. 15,000/-** (Rupees Fifteen Thousand only) is to be furnished by the applicant along with the technical proposal. The details of online payment procedure are at **Annexure II "Procedure for Electronic receipt, accounting and report of processing fee Deposit on submission of bid"**. Proposals without the requisite Proposal Document cost shall be treated as non-responsive and rejected.

14.2The Applicants shall bear all costs associated with the preparation and submission of their Proposals, and Client will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Selection Process.

14.3 The Applicants are expected to examine all instructions, forms, terms and conditions in this RFQ before submitting its Proposal. Submission of a Proposal that is not responsive in any respect shall be liable to be rejected by the Client without assigning any reason.

SECTION IV

EVALUATION OF PROPOSALS

15. EVALUATION AND COMPARISON OF PROPOSALS

15.1 Complete proposals received under this RFQ shall be evaluated, and the Selected Airline shall be chosen, in accordance with this RFQ. The proposal received with minimum cost shall be determined as the Selected Airline for the International Route. An illustration is given below for better understanding,

Example:-

Suppose, the two Airline propose their respective round trip operational cost for Bhubaneswar-Dubai-Bhubaneswar route and with a flight of 180 seat capacity as below and then after, the client shall evaluate the Airline cost for the route,

Bhubaneswar-Dubai-Bhubaneswar	Total operational Cost in Rs. (State revenue Outflow)	Proposed Aircraft	Flight capacity
Airline 'A'	40,00,000.00	Airbus 320	180 seat
Airline 'B'	35,00,000.00	Airbus 320	180 seat

Thus, the Airline 'B' has the minimum cost and shall be determined as the Selected Airline.

15.2 To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal within the timelines set out in this RFQ.

15.3 Notwithstanding anything to the contrary contained in this RFQ, the Client may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Applicant, provided it conforms to all the terms, conditions of this RFQ and/or the RFQ without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with this RFQ or the RFQ, the Client's rights or the Selected Airline's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Applicants, who are presenting responsive Proposals.

15.5 Tests of responsiveness

Prior to evaluation of Proposals, the Client shall determine whether each Proposal is responsive to the requirements of this RFQ. A Proposal shall be considered responsive if:

- (a) it is received as per the formats as specified in this RFQ ;
- (b) it is received by the Proposal Due Date including any extension thereof.
- (c) it is accompanied by the Power(s) of Attorney
- (d) it contains all the information (complete in all respects) as requested in this RFQ and/or documents accompanying the Proposal (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is responsive in terms of the RFQ and the terms of this RFQ.

15.6 The Client shall have the right to reject any Proposal that is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposal. Provided, however, that the Client may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Proposal.

16. CLIENT'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS

16.1 Notwithstanding anything contained in this RFQ, the Client may accept or reject any Proposal, or annul the Selection Process and reject all Proposals, at any time during the Selection Process, without thereby incurring any liability to the affected Applicant or Applicants and shall not have any obligation to inform the affected Applicant or Applicants of the grounds for Client's action.

16.2 In case, it is found during the evaluation or at any time before signing of the SAA or after its execution and during the period of subsistence thereof, that:

- (a) the Applicant has made material misrepresentation, or and
- (b) has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Selected Airline, and if the SAA has been entered into with the Selected Airline, the Client may terminate the SAA, by a communication in writing by Client to the Applicant/Selected Airline. The Client shall not be liable in any manner whatsoever to the Applicant/Selected Airline. In such an event, Client shall forfeit and appropriate the Proposal Security

and/or the Performance Guarantee, as the case may be, to the extent deemed appropriate by the Client, without prejudice to any other right or remedy that may be available to Client.

16.3 Client reserves the right to verify all statements, information and documents submitted by any Applicant. Failure of the Client to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any right of Client hereunder.

16.4 Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Client makes official intimation of award/ rejection to the Applicants. While the Proposals are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under this RFQ, from contacting by any means, the Client and/ or their employees/ representatives on matters related to the Proposals under consideration.

17. COMMUNICATION OF ACCEPTANCE, EXECUTION OF AGREEMENT AND COMMENCEMENT OF OPERATION OF FLIGHT

17.1 After the determination of the Selected Airline, the Client shall enter into the SAA with the Selected Airline.

17.2 Client shall issue a letter of award (the "Letter of Award" or "LOA") in duplicate, to the Selected Airline after its selection, and the Selected Airline shall, within Seven (7) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof

17.3 The Selected Airline will enter into a Selected Airline Agreement with the Client for operating the awarded Flights, within a period of 30 days from the date of issuance of Letter of Award or any extension as may be provided by the Client, failing which, the Letter of Award may be withdrawn by the Client.

17.4 At the time of signing the Selected Airline Agreement, the Selected Airline will be required to submit a Performance Guarantee in the format as provided in **Annexure-VIII** to the Client for an amount of **Rs. 5,00,000/- (Rupees Five lakh)** only per route.

17.5 Performance Guarantee(s) will be returned by the Client to the Selected Airline upon completion of the contract/agreement validity from date of commencement of Flight operations for a particular Route as per the terms and conditions of the Selected Airline Agreement.

17.6 The Selected Airline shall commence the Flight operations within a period of 60 days from the date of issue of Letter of Award by the Client.

18. CONFIDENTIALITY

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

19. VERIFICATION OF INFORMATION

19.1 Applicants are encouraged to submit their respective Proposals after ascertaining for themselves the site conditions, feasibility of the proposed International Routes, traffic, availability of slots, location, surroundings, climate, availability of power, water and other utilities / space for temporary construction (if any required), access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. It shall be deemed that by submitting a Proposal, the Applicant has:

- (a) made a complete and careful examination of this RFQ, the relevant bilateral Air Service Agreement between India and the concerned country (if any) and all other information provided by the Client;
- (b) received all relevant information requested from the Client;
- (c) satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal and complying with its obligations under the SAA; and
- (d) acknowledged that it does not have a Conflict of Interest.

19.2 The Client shall not be liable for any inaccuracy, lack of data/information, omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning the Selection Process, including any error or mistake therein or in any information or data given by the Client.

20. VERIFICATION AND DISQUALIFICATION

20.1 The Client reserves the right to verify all statements, information and documents submitted by the Applicant pursuant to this RFQ and the Applicant shall, when so required by the Client, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Client shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Client hereunder.

20.2 The Client may disqualify an Applicant if it finds at any time that:

- (a) the information submitted, concerning the qualifications of the Applicant, was false or constituted a misrepresentation; or
- (b) the information submitted, concerning the qualifications of the Applicant, was materially inaccurate or incomplete.

20.3 The Client may require an Applicant, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to shortlist such Applicant, at any stage during the Selection Process. The Client shall disqualify any Applicant that fails to demonstrate its qualifications again, if requested to do so. The Client shall promptly notify each Applicant requested to demonstrate its qualifications again as to whether or not the Applicant has done so to the satisfaction of the Client.

SECTION V

MISCELLANEOUS

21. MISCELLANEOUS

21.1 The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

21.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement this RFQ;
- (b) Process or modify the dates or other terms and conditions relating thereto;
- (c) Consult with any Applicant in order to receive clarification or further information;
- (d) Retain any information and/or evidence submitted to Client by, on behalf of, and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

21.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases Client, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Applicant against Client, its employees, agents, consultants and advisers.

22. PROMOTIONS

The selected Airline operator shall undertake adequate promotions to ensure maximum passenger load for the specific routes. The client shall provide as much information relating to Odisha required for promotions.

23. EXIT FROM THE SCHEME

(a) The Client in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to withdraw the financial support/operations (as applicable) without assigning any reason thereof by providing an advance notice of thirty (30) days to the other Party. However, the Client shall be liable to make payments for the flights already operated before the cut of date as mentioned in the aforesaid notice.

(b) A Selected Airline may cease Flight operations for any reason at any time after one (1) year from the date of commencement of Flight operations on any awarded Route. In the event of such cessation of Flight operations, provided there is no default by the Selected Airline under the Selected Airline Agreement, the Performance Guarantee shall be returned to the Selected Airline.

(c) If however, a Selected Airline ceases Flight operations before completion of one (1) year from the date of commencement of such flight operations on any route, the Performance Guarantee shall be liable to be encashed in full and retained as per the terms and conditions of the Selected Airline Agreement.

24. FURTHER INFORMATION

Interested Applicants may obtain further information by referring to the website <https://ct.odisha.gov.in/tenders> or obtain further information by sending their queries at e-mail: transcivilaviation@gmail.com

25. CORRESPONDENCE WITH THE APPLICANT

Save and except as provided in this RFQ, the Client shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.

SECTION VI (ANNEXURES)

ANNEXURE – I

Request for Quotation for selection of Airline(s) to have a direct flight between Bhubaneswar to International destinations like Dubai, Singapore & Bangkok

State Govt. of Odisha has approved the RFQ for enhancing air connectivity between Odisha and International destinations. Accordingly, the Commerce & Transport (Transport) Department on behalf of State Government of Odisha hereby invites interested bidders for the submission of Proposals for direct flight connectivity to International routes in accordance with this RFQ. Proposals are invited through on the e-portal created at "<https://tendersodisha.gov.in/nicgep/app>". For any technical queries please call the Helpdesk Tel: 0674-2394439 or communicate over E-mail: transcivilaviation@gmail.com.

Tentative Timelines for "Selection of Airline(s) to have a direct flight between Bhubaneswar to International destinations like Dubai, Singapore & Bangkok"

The schedule for the Selection Process is as follows:-

Sl. No.	Event Description	Timeline
1.	Opening of e-portal	11.11.2022
3.	Last date of submission of queries/suggestions	19.11.2022
4.	Reply of queries, if required, release of Corrigendum / RFQ Documents	23.11.2022
5.	Due date for submission of Proposals	28.11.2022
6.	Date of opening of Technical Bid/Proposal	28.11.2022

2. Total 2 (two) covers shall be submitted by the bidder as per Clause 6.5 of this RFQ and schedule mentioned above.
3. Client reserves the right to accept or reject any or all applications without assigning any reasons. Client also reserves the right to call off tender process at any stage without assigning any reason.
4. List of proposed International Routes details are provided below:

Sl. No.	International Route (ex-Bhubaneswar)	Tick mark on the route to apply for
1.	Dubai	
2.	Singapore	
3.	Bangkok	

INSTRUCTION TO THE APPLICANT FOR E-TENDER

1. Bid documents consisting of qualification information and eligibility criteria of applicants, plans, drawings & the schedule of quantities is available in the "<https://tendersodisha.gov.in>".
2. **PARTICIPATION IN THE BID IN THE E-PORTAL:** The Applicant intending to participate in the bid is required to register in the e-Portal with some information about the Company. This is a onetime activity for registering in Portal. During registration, the Applicant has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, eMudhra etc.
3. Applicant has to submit the relevant information as asked for about the Company. The portal registration of the applicant is to be authenticated by the State Procurement Cell after verification of online documents like valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC)/ GST Clearance Certificate (for procurement of goods) of the concerned applicant. The time period of validity in the portal is at par with validity of RC/ GST Clearance.
4. To log on to the portal the Applicant is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
5. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersorissa.gov.in will appear in the "Latest Active Tender" Section of the homepage. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the "Request for Quotation" after which the same will be removed from the list of Active tenders. Any applicant can view or download the bid documents from the web site.
6. Standard procedure to uploading tender.
 - First download the Tender form & Financial Bid (BOQ File). Read all Terms & conditions carefully.
 - Fill up Tender form & collect all required documents. Scan all marked pages of the Tender form & documents as per annexure for Technical tender form separately.
 - Uploading documents should be in PDF format only.
 - The Scan copy of all marked pages required to be scanned and upload in PDF format.
 - For Financial (Price) Bid: Please upload Financial bid (BOQ file)
7. In the E-Portal, an intelligent Financial bid in Microsoft Excel format shall be made available to the applicant. The applicant shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the applicant.
8. Applicants are to submit only the original BoQ (in .XIS format) uploaded by Officer

Inviting Tender after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by applicant shall lead to cancellation of bid. In case of item rate tender, applicants shall fill in their rates other than zero value in the specified cells without keeping it blank.

9. Bids cannot be submitted after due date and time. The Applicant should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

10. Each process in the e-portal is time stamped and the system can detect the time of log in of each user including the Applicant.

11. The Applicant should ensure clarity/legibility of the document uploaded by him to the portal.

12. The applicant should check the system generated confirmation statement on the status of the submission.

13. The Applicant should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

14. For all purpose, the server time displayed in the e-portal shall be the time to be followed by all the users.

15. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-portal process.

16. **SIGNING OF BID:** The 'online applicant' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the applicant is found to be false/fabricated /bogus, his performance guarantee shall stand forfeited & his registration in the portal shall be blocked and the applicant is liable to be blacklisted.

17. **SECURITY OF BID SUBMISSION:** All bid uploaded by the Applicant to the portal will be encrypted.

18. **RESUBMISSION AND WITHDRAWAL OF BIDS:** Resubmission of bid by the applicants for any number of times before the final date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh. If the applicant fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

Procedure for Electronic receipt, accounting and reporting of Cost of processing fee Deposit on submission of bids

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of processing fee on submission of bids through the e-portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of Processing Fee on submission of bids through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-III). The process outlined as well as accounting and reporting structures are indicated below:

a) It will be carried out through a single banking transaction by the applicant for multiple payments like processing fee on submission of bids.

b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending applicants.

c) Reporting and accounting of the e-receipts will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those applicants who successfully remit their processing fee on submission of bids would be eligible to participate in the tender/bid process. The applicants with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-portal of Government of Odisha (<https://tendersodisha.gov.in>)

b) The Designated Banks participating in Electronic receipt, accounting and reporting of processing fee Deposit on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the applicant might have debited his account in any of the bank's branches while making payment.

5. **Procedures of bid submission using electronic payment of tender processing fee by applicant:**

a) **Log on to e-Portal:** The applicants have to log onto the Odisha e-portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The applicants have to upload the required Pre-qualification /Technical/Financial bid, as mentioned in the RFQ.

c) **Electronic payment of processing fee:** Then the applicants have to select and submit the bank name as available in the payment options

i. A applicant shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

ii. A applicant having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the applicant holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-portal regarding successful transaction by applicant the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will

generate an acknowledgement receipt for successful bid submission. The applicant should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of processing fee;

a) **Cost of Processing fee:** In respect of Government receipts on account of processing fee, the e-portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for processing fee and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittances through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Back-end Transaction Matrix of Electronic receipt of processing fee Deposit on submission of bids is enclosed in the Annexure.

7. Role of the Banks:

a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.

b) Provide necessary real-time message to applicants regarding successful or unsuccessful transactions during online payment processes and redirect them to e-portal website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

e) Refund of amount to applicants as per the XML file provided by e-portal system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Portal system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) E-Portal system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day

h) e-Portal system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Portal software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
 - c) NIC will provide an interface to organizations to download the electronic receipt data.
 - d) Enable automatic generation of daily XML files from e-Portal system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
 - e) NIC shall enable the e-portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting andreconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances: The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of processing fee, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Portal.

Back-end Transaction Matrix of Electronic receipt and remittance of processing fee on submission of bids

	Processing fee on submission of bids
Government Departments	<p>I. The payment towards the cost of processing fee in case Government Departments shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.</p> <p>II. With reference to the Request for Quotation, the amount so realized is to be remitted to the be remitted to Government Account under the Head Of Account 0075- Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237- bid.</p>

TECHNICAL BID FORMAT

To

**The Principal Secretary to Government
Commerce & Transport Department
5th Floor, Kharvela Bhawan
Bhubaneswar-751001**

Dear Sir,

Having examined the proposal documents, I/We the undersigned, offer to provide direct flight services to the International Destination, in conformity with the said proposal documents for the sums as specified in the price schedule contained in our financial proposal.

We undertake, if our proposal is accepted, to deliver services as specified in the proposal document.

We agree to abide by this proposal for a period of 120 days after the date fixed for proposal opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period,

We agree to the general terms and conditions specified in the proposal.

Dated this _____ day of _____ 2022

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Company / Firm Seal

Applicant's Profile

1. Registered name of the Applicant & contact details:
2. Name of the Airline:
3. Date of incorporation:
4. Certificate of incorporation:
5. Country of incorporation:
6. Certificate of designation issued by the concerned Authority of India or the relevant documents establishing the eligibility of Applicant to qualify as the designated Airline of India:
7. Memorandum of Association and Articles of Association:
8. Names of shareholders and percentage of shareholding and names of Directors on the Board except in case of publicly listed companies, names of public shareholders are not required:

Technical Proposal

Proposed International Routes	Proposed aircraft to be deployed	Flight Capacity (Seating capacity of the proposed aircraft)	Number of Flights per week (max 3 flights/week)
(a) Bhubaneswar-Dubai-Bhubaneswar			
(b) Bhubaneswar-Singapore-Bhubaneswar			
(c) Bhubaneswar-Bangkok-Bhubaneswar			

Signature of Applicant

Name & Designation

(Company/Firm Seal)

POWER OF ATTORNEY

(To be furnished with the Technical Bid)

Know all men by these presents, We _____ (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize 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 "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 Proposal for "**selection of Airline(s) to have a direct flight between Bhubaneswar to International destinations like Dubai/ Singapore/ Bangkok**" including but not limited to signing and submission of all applications, Proposals and other documents & writings, and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts including the Selected Airline Agreement ("SAA") and undertakings consequent to acceptance of our Proposal, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the award of International Routes under the said RFQ and/ or upon award thereof to us and/ or till the entering into of the SAA with the Client.

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 _____ 2022 .

For _____

Witnesses:

- 1.
- 2.

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. 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.
2. 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.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.

BID/PROPOSAL SECURITY DECLARATION

(To be furnished with the Technical Proposal)

To

**The Principal Secretary to Govt,
Commerce & Transport Department,
Kharavel Bhavan, Bhubaneswar-751001**

Sub: Selection of Airline(s) to have a direct flight between Bhubaneswar to International destinations like Dubai, Singapore & Bangkok

Dear Sir,

In response to the Tender ID _____ dated 11.11.2022 for RFQ titled "**Selection of Airline(s) to have a direct flight between Bhubaneswar to International destinations like Dubai, Singapore & Bangkok**", I/We, irrevocably declare as under: I/We understand that, as per tender clause Bid/Proposal Security, bids must be supported by a Bid Security Declaration In lieu of Bid/Proposal Security.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of 5.6 year from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

1. I am /We are in a breach of any of the obligations under the bid conditions,
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3. On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name and designation of the authorized person signing the Bid-Securing Declaration Form:

Dated this _____ day of _____ 2022

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Company/ Firm Seal

FINANCIAL BID FORMAT

To

**The Principal Secretary to Government
Commerce & Transport Department
5th Floor, KharvelaBhawan
Bhubaneswar-751001**

Dear Sir,

I/We the undersigned, offer to provide direct international flight services in accordance to this RFQ and our Financial Proposal is as follow,

Proposed International Routes	Total Operational Cost inclusive of all
(a) Bhubaneswar-Dubai-Bhubaneswar	
(b)Bhubaneswar-Singapore-Bhubaneswar	
(c) Bhubaneswar-Bangkok-Bhubaneswar	

The Financial Proposal is without any condition.

Signature and seal of the Applicant: _____

Name :

Designation :

Company/ Firm :

Date :

Performance Guarantee

(To be issued by a Nationalized Bank or any Scheduled Bank in India but not a co-operative bank, Gramin Bank, or a regional rural bank)

(REFER CLAUSE 16)

(On Requisite Stamp Paper)

To

**The Principal Secretary to Government
Commerce & Transport Department
5th Floor, Kharvela Bhawan
Bhubaneswar-751001**

1. In consideration of the **Commerce & Transport (Transport) Department** (hereinafter called "Client"), acting as the Implementing Agency on behalf of State Government of Odisha having notified [*insert name of the Selected Airline*] as the proposed Selected Airline and having invited [*insert name of the Selected Airline*] to execute the Selected Airline Agreement between and.....(hereinafter "**SAA**") for the appointment of Selected Airline to have direct flight between Bhubaneswar to Dubai/Singapore/Bangkok, [*insert name of the Selected Airline*] has agreed to submit to the Client an unconditional and irrevocable bank guarantee for Rs.(Rupees.....only) for performance of obligations of the Selected Airline in accordance with the terms and conditions contained in the SAA.

We (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Commerce & Transport (Transport) Department an amount not exceeding Rs..... (Rupees---- only) on demand by the Client.

2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable, partially or in full, under this guarantee without any demure, merely on a demand from the Client stating that the amount claimed is required to meet the recoveries due or likely to be due from the Selected Airline. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

3. We, the said Bank, further undertake to pay to the Commerce & Transport (Transport) Department any money so demanded notwithstanding any dispute or disputes raised by the Selected Airline in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unconditional.

The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the Selected Airline shall have no claim against us for making such payment.

4. We (Indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said SAA and that it shall continue to be enforceable, till all the dues of the Client under or by virtue of the said SAA have been fully paid and its claims satisfied or discharged or till the Client has certified that the terms and conditions of the said SAA have been fully and properly carried out by the said Selected Airline and accordingly this guarantee maybe released/discharged.

5. We (indicate the name of the Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of terms and conditions of the said SAA or to extend time of performance by the said Selected Airline from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Selected Airline and to forbear or enforce any of the terms and conditions relating to the said SAA and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Selected Airline or for any forbearance or act of omission on the part of the Client or any indulgence by the Client to the said Selected Airline or by any such act or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SAA.

7. We..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Client in writing.

8. This guarantee shall be valid upto..... unless extended on demand by the Client. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees... only) or the extended date of expiry of thisguarantee all our liabilities under this guarantee shall stand discharged.

In presence of: Dated this _____ Day of _____

WITNESSFor and on behalf of (name of the Bank, branch & Code)

1. Signature-----

Name & Designation_____

Authorization No. _____

2. Name & Place _____

Address of Branch of Bank -----

Telephone number-----

E-mail id -----

Bank's Seal

The above guarantee is accepted by the Principal Secretary to Government, Commerce & Transport Department, for and on behalf of Commerce & Transport Department, acting as the Implementing Agency on behalf of State Government of Odisha

Signature _____

Name _____

Designation _____

Dated _____

Note: *Date of validity to be 12 months from Date of Commencement of International Flight operation

INDEXATION MECHANISM FOR FINANCIAL SUPPORT

Indexation of Financial Support will be based on the following:

$(Q2) = [(Q1)] * [1 + \Delta CPI * 50\% + \Delta ATF * 25\% + \Delta XCH * 25\%]$ Where,

FSPS (Q2) is the Financial Support amount, applicable for the present Financial Quarter

FSPS (Q1) is the Financial Support amount, applicable for the previous Financial Quarter

ΔCPI is the change in Consumer Price Index-Industrial Workers (in percentage) based on figures published by the Government of India to be considered for determination of Financial Support for the present Financial Quarter. It will be calculated as follows:

ΔCPI (in%)

$$= \left[\frac{\left\{ \left(\sum_{i=4}^6 (CPI - IW)_i \right) / 3 \right\} - \left\{ \left(\sum_{i=1}^3 (CPI - IW)_i \right) / 3 \right\}}{\left\{ \left(\sum_{i=1}^3 (CPI - IW)_i \right) / 3 \right\}} \right] \times 100$$

Where,

$(CPI - IW)_i$ is the CPI-IW published by Government of India for month $i=6$ for the latest month for which CPI-IW has been published by Government of India at the time of review of indexation

$i=5$ for the month prior to the latest month for which CPI-IW has been published by Government of India at the time of review of indexation and soon.

ΔATF is the change (in percentage) in aviation turbine fuel prices measured as per the formula below:

$$\Delta ATF(\text{in \%}) = \frac{\left[\left\{ \left(\sum_{j=1}^m ATF_j \right) / m \right\} - \left\{ \left(\sum_{i=1}^n ATF_i \right) / n \right\} \right]}{\left\{ \left(\sum_{i=1}^n ATF_i \right) / n \right\}} \times 100$$

Where,

m = No. of days in the period of three months corresponding to months 4, 5 and 6 in the formula for Δ CPI above

ATF_j = ATF price for the j^{th} day in the period of three months corresponding to months 4, 5 and 6 in the formula for Δ CPI as given above

n = No. of days in the period of three months corresponding to months 1, 2 and 3 in the formula for Δ CPI as given above

ATF_i = ATF price for the i^{th} day in the period of three months corresponding to months 1, 2 and 3 in the formula for Δ CPI as given above

For the purpose of above estimation, ATF prices (for Domestic airlines) prevailing across four stations (Delhi, Mumbai, Kolkata and Chennai) of oil marketing company – HPCL – as published on their respective websites¹ will be considered. In case the ATF price for a particular date is not available on the website of oil marketing companies, the ATF price for the previous available date shall be considered.

Δ XCH is the change (in percentage) in the exchange rate between Indian Rupees and United States Dollar, as per the formula below:

$$\Delta XCH(\text{in } \%) = \frac{\left[\left\{ \frac{(\sum_{b=1}^y XCH_b)}{y} \right\} - \left\{ \frac{(\sum_{a=1}^x XCH_a)}{x} \right\} \right]}{\left\{ \frac{(\sum_{a=1}^x XCH_a)}{x} \right\}} \times 100$$

Where,

XCH = Exchange rate at which 1 USD can be converted into INR, i.e., XCH = Number of INR in 1 USD y = No of days in the period of three months corresponding to months 4, 5 and 6 in the formula for Δ CPI as given above

XCH_b = XCH for the b^{th} day in the period of three months corresponding to months 4, 5 and 6 in the formula for Δ CPI as given above

x = No of days in the period of three months corresponding to months 1, 2 and 3 in the formula for Δ CPI as given above

XCH_a = XCH for the a^{th} day in the period of three months corresponding to months 1, 2 and 3 in the formula for Δ CPI as given above

For the purpose of above estimation, Exchange Rates as published by Reserve Bank of India² (RBI) shall be taken into account. In case the exchange rate for a particular date is

not available on the RBI website, the exchange rate for the previous available date shall be considered.

¹HPCL - <http://www.hindustanpetroleum.com/hp-avialion-ATF-pricing-india-type2>

²<https://www.rbi.org.in/Home.aspx>