



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

**“Request For Proposal (RFP) for Intra State  
connectivity of Airports within the State of Odisha”**

**January 2024**

**GOVERNMENT OF ODISHA**  
**COMMERCE & TRANSPORT (TRANSPORT) DEPARTMENT**

**Request For Proposal (RFP)**

**“Intra State connectivity of Airports within the State of Odisha”**

Government of Odisha, Commerce & Transport (Transport) Department invites Request For Proposal (RFP) for "Intra State connectivity of Airports within the State of Odisha" complying to all the Safety and Security norms as prescribed by the DGCA and BCAS Ministry of Civil Aviation, Government of India.

Eligible and interested aircraft operators may download the Request For Proposal (RFP) document which contains the details of the requirement from the following website of Government of Odisha w.e.f. **29.01.2024** 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 **5:00 PM on 01.03.2024**. Bids received after the **Proposal due date** 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. & Director of Aviation,  
Commerce & Transport (Transport) Department  
Government of Odisha**

## DATA SHEET

<b>Sl. No</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Client	Additional Secretary to Govt.-cum-Director of Aviation, Commerce & Transport (Transport) Department, Government of Odisha
2.	Method of Selection	Lowest VGF per seat
3.	Date of Issue of Tender	29.01.2024
4.	Last date for Submission of Pre-Proposal Query	13.02.2024
5.	Issue of Pre-proposal Clarifications	17.02.2024
6.	Due date/ Last date of receipt of proposal	01.03.2024, 05.00 PM
7.	Date of opening of Technical Proposal	02.03.2024, 03.00PM
8.	Due date of execution of contract agreement	Within 30 days of issuance of Letter of Award
9.	Expected Date of Commencement of Assignment	To be intimated.
10.	Document Fee (Non- Refundable)	Rs. 10,000/- (Rupees Ten Thousand only)
11.	Queries to be addressed to	Director of Aviation, O/o Directorate of Aviation, Government of Odisha, BPI Airport, Bhubaneswar-751020 Tel. No: 0674-2394439 Email: transcivilaviation@gmail.com/ orissa_aviation@yahoo.co.in
12.	Queries related to e-tender (Bid Validation & Payment)	Contact no. for confirmation of bid validation: +91- 7382080733 Payment related Query: +91-7205000695
13.	Place of Opening of proposal:	5th Floor Conference Hall, Kharavel Bhawan, Government of Odisha, Bhubaneswar 751 001

## REQUEST FOR PROPOSAL(RFP)

### **1. Name of the Assignment: Request For Proposal (RFP) for Intra State connectivity of Airports within the State of Odisha**

2. Additional Secretary to Government-cum-Director of Aviation, Commerce & Transport Department on behalf of Government of Odisha (hereinafter called as "**Client**" or "**Authority**") is requesting for proposal from eligible scheduled /Non-Scheduled airline operators for operation of Category IA and Category I fixed wing aircraft for individual route (the "**Individual Route Proposal**") or for a set of connected routes (the "**Network Proposal**") connecting Airports mentioned in Annexure A.

**Tenure of the Contract:** 12 months extendable by another 12 months based on satisfactory performance.

3. **Introduction:** - There are several served, un-served and underserved airports in the State of Odisha in addition to numerous helipads. In order to connect these airports amongst themselves and with the state capital it is proposed to invite proposals from eligible and interested aircraft operators.

It envisages a market based mechanism for selection of an airline operator to operate on route or a network, wherein the Proposals will be evaluated as per the mechanism presented herein. Pursuant to such evaluation of proposals, a Selected Airline Operator will be identified, and the Client will enter into an agreement with the Selected Airline Operator for operations on the Route or network (the "**Selected Airline Operator Agreement**").

### **3.1 Pre-Qualification and Eligibility Criteria for Proposal.**

3.1.1. **Pre-Qualification:** In order to be eligible for consideration:

3.1.1.1. A proposal shall either be for an Individual Route Proposal or Network Proposal.

3.1.1.2. Operations under this RFP will be permitted through Category 1A and 1, as defined in the table below, fixed wing aircraft. Different fixed wing aircraft, based on their seating capacity, have been classified into the following two (2) categories for the purpose of this RFP,

S. No.	Category	Passenger Seating Capacity
1.	Category-1A	<9
2.	Category-1	9 – 20

3.1.1.3. **Eligibility Criteria for Proposal Bidding** under this RFP shall be permitted only by the

interested Applicants fulfilling the following:

- 1) A valid Scheduled Operator's Permit (SOP) or a Scheduled Commuter Operator (SCO) permit for scheduled air transport service (passenger) issued by the DGCA, or
- 2) A valid Non-Scheduled Operator's Permit (NSOP) for non-scheduled air transport service (passenger) issued by the DGCA,

3.1.1.4. The Applicant who has been designated as Selected Airline Operators and awarded routes pursuant to bidding undertaken in previous round of RCS or the Small Aircraft Scheme, and have not completed their commitments under the Selected Airline Operator Agreements, will not be eligible for the bidding. The applicant shall submit along with its Bid an undertaking, provided at Annexure IX to this effect of having fulfilled at its commitments in the previous rounds of bidding conducted by Ministry of Civil Aviation (MoCA) or Airports Authority of India (AAI) or any State Government in India.

3.1.1.5. In the event that, a Route is proposed for bidding under this RFP in which an application is made and subsequently at any stage during the bidding process, up to the date of signing of the Selected Airline Operator Agreement, the Selected Airline Operator commences operation on such route without availing any support/concession under this RFP, such route shall not be considered for award under this RFP.

### **3. 2. ELIGIBILITY AND DISQUALIFICATION OF APPLICANTS**

3.2.1 In order to be eligible for under this RFP, the Applicant shall ensure that the aircraft offered is available on all days for operation during the contract period as defined in the Selected Airline Operator Agreement. The Selected Airline Operator shall be obligated to commence Flight operations undertaking all the statutory clearance from the Airports and proposed route,

3.2.2 An Applicant shall not be eligible to submit a Proposal under this RFP and shall be disqualified if:

- (a) it or its Affiliate, its directors or key personnel has been barred or blacklisted by any Central or State government or its 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 Centre or State Government or its agencies in the past 12 months

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

### **3.3. Minimum Performance Specifications**

3.3.1. It is mandatory for the Operator to operate minimum number of Flights to be operated in a week with VGF shall be a **minimum of two (2) flights per week** from the same Airport such that the Flights are operated on at least two (2) days of the week.

3.3.2. The Selected Airline Operator shall be obligated to commence Flight operations on a Route, as part of Individual Route Proposal or a Network Proposal **within a period of three (3) months** from the issuance of Letter of Award for such Individual Route Proposal or a Network Proposal unless any extension is granted by the client. Failure by a Selected Airline Operator (SAO) to commence flights within (3) months from the date of issuance of Letter of Award (LOA) or any extension as granted by the Client, would be an event of default which entitles the Client to terminate the Selected Airline Operator Agreement. In such an event, the Client may consider identifying Selected Airline Operator(s) for such routes through a separate process.

### **3.4. Submission o Proposal**

3.4.1. An airline operator (hereinafter called an “**Applicant**”) fulfilling the eligibility conditions and willing to undertake operations in accordance to the minimum performance specifications provided in this RFP and more specifically in Clause 3.2 and Clause 3.3 respectively can submit proposals (the “**Proposal**”) to the Client in the form and manner specified in Section 3.6 hereto and would need to have reference to specified Airfare Caps and VGF Caps.

3.4.2. Applicants are advised to undertake their own due diligence including assessment of pay load restrictions at various airports, market assessment, investigations and analysis including the suitability of the airports for Flight operations being proposed by them and would bear full responsibility for the accuracy, adequacy, correctness, reliability and completeness of the assumptions, data and information considered by them. The Client or the Government of Odisha any other agency supporting any of these entities shall not bear any responsibility for any inaccuracy or lack of data / information for the proposed Flight operations by the Applicants.

3.4.3. Applicants alone shall bear all costs associated with or relating to the preparation and submission of their proposals or any other costs incurred in connection with or relating to their proposals. All such costs and expenses will remain with the Applicants and the Client or any other agency shall not be liable in any manner whatsoever to bear or reimburse any costs or other

expenses incurred by the Applicants in preparation or submission of proposals, regardless of the conduct or outcome of the selection process specified under this RFP.

### **3.5. Network Proposal**

3.5.1. An Applicant may submit a Proposal which is a Network Proposal where in it proposes to connect a minimum of three (3) and up to a maximum of seven (7) distinct airports in a single day, through a network, as part of the same proposal.

3.5.2. The Applicants shall be required to ensure that all Routes in a Network Proposal are connected using the same aircraft type through the same number of flights per week.

3.5.3. In the case of a Network Proposal, all benefits and conditions under this RFP such as VGF support, exclusivity of operations, Airfare Cap etc. shall be applicable only on the Routes forming part of the Network Proposal.

3.5.4. The decision of the client to accept or reject a Network Proposal for the purpose of exclusivity of operation or VGF Support, Airfare Caps etc. shall be final and binding.

### **3.6. Proposal submission requirement.**

3.6.1 As part of the proposal submission, an Applicant shall be required to submit information under following categories,

3.6.1.1. Information about the Applicant

3.6.1.2. Technical Proposal

3.6.1.3. Financial Proposal

**3.6.2. Applicant Information** - An Applicant shall provide the following information:

3.6.2.1. Registered name of the Applicant

3.6.2.2. Name of the airline

3.6.2.3. Date of incorporation

3.6.2.4. Certificate of incorporation

3.6.2.5. Copy of a valid Scheduled Operator's Permit or Scheduled Commuter Operator Permit or Non Scheduled Operator's Permit, as the case may be, issued by the DGCA or equivalent permit issued by the competent civil aviation regulatory authority of any foreign country.

**3.6.3. Technical Proposal** - As part of the technical proposal, an Applicant shall submit the following information:

## **A. Performance Security**

3.6.3.1. Performance Security as indicated by the Client from time to time

## **B. About a proposed Route:**

3.6.3.2. Proposed Route on which the Applicant would want to operate i.e., the origin and destination airports proposed to be connected through the Route.

3.6.3.3. Proposed aircraft type to be deployed on the Route.

3.6.3.4. Seating capacity of the proposed aircraft

3.6.3.5. Number of Flights per week.

3.6.4. The stage length / flight duration for a particular Route shall be based on the determination undertaken by the Airports Authority of India.

3.6.5. In case of a Network Proposal, the Applicant shall submit the above information for each of the proposed Routes in the Network Proposal along with the proposed network path.

**3.6.6. Financial Proposal Information:** As part of the Financial Proposal the Applicant shall submit the following information.

3.6.6.1. VGF per Seat sought under this RFP for Flight, as the case may be;

3.6.6.2. Maximum airfare for a Seat that the Applicant, if selected under this RFP, will charge for Seats on a Flight (the “**Maximum Airfare**”),

3.6.6.3. Applicants may also be required to submit 1) the number of Seats per Flight and 2) Number of Flights per week.

3.6.7. As part of the Financial Proposal when no VGF is sought, the Applicant shall submit the following information.

3.6.7.1. Maximum airfare for a Seat that the Applicant, if selected, will charge for Seats on an Flight (the “**Maximum Airfare**”),

*Such that the VGF per Seat or maximum airfare proposed by an Applicant is not more than the VGF Cap and the Airfare Cap respectively, as indicated in this RFP for the applicable stage length / flight duration of the proposed Route.*

3.6.8. In case of a Network Proposal, the Applicant shall submit the above information for each of the proposed Route(s) in the Network Proposal.

## **3.7. Evaluation of proposals and Applicant selection**



3.7.1. After the receipt of Proposal(s), the Client shall undertake assessment of information mentioned under Section 3.6.2 and Section 3.6.3 in terms of compliance with Section 3.2 and Section 3.3 and other conditions specified herein and advise the Applicant(s) whether the proposal is complete or incomplete. The Financial Proposals shall not be opened at this stage. For the purpose of smooth implementation of this RFP, the Client may from time to time, issue such directions as may be necessary.

3.7.2. In an event the information provided by the Applicant(s) is incomplete, the Client may seek clarifications from the Applicant(s) indicating the incorrect / missing information. The decision of the Client in this regard shall be final and binding on all parties.

3.7.2.1. In case of a Network Proposal, the conditions as specified in Section 3.5. shall need to be satisfied for each of the Routes in the Network.

3.7.3. In the event, the Client receives one or more than one Proposal, the Client shall, for all eligible Proposals, undertake opening of the Financial Proposal at a pre-specified date in the presence of Applicants who choose to be present, and for all Financial Proposal(s) that satisfy the conditions as specified in Section 3.6.6 and Section 3.6.7 as may be applicable, the preferred applicant shall be determined based on the mechanism specified in Section 3.8 and Section 3.9.

"In the event of a single Bid received by the Authority, the Authority reserves the right to accept or reject the Bid in accordance with the provisions as laid out in the applicable General Finance Rules 2017 including Amendments issued from time to time by the Ministry of Finance (Government of India) and Applicable Laws and Rules of Government of Odisha."

### **3.8. Evaluation of Financial Proposal for an Individual Route Proposal**

3.8.1. For Proposals where the Applicant(s) have not requested any VGF as part of the bid, the evaluation of Proposals shall be done on the basis of number of Seats per week quoted by the Applicants. The Applicant quoting the maximum number of Seats per week shall be declared as the **"Preferred Individual Route Applicant"**.

3.8.1.1. In the event that two or more Applicants are determined as the Preferred Individual Route Applicants, (the **"Tied Preferred Route Applicants"**), the evaluation of Tied Preferred Route Applicants shall be done on the basis of lowest Maximum Airfare for each Seat to be quoted by the Applicants. The Applicant quoting the lowest Maximum Airfare for each Seat shall be declared as the **"Preferred Individual Route Applicant"**.

3.8.1.2. In the event that such Tied Preferred Route Applicants have quoted the same Maximum Airfare, the Client shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Preferred Route Applicants who choose to attend.

3.8.2. For Proposals, where the Applicant(s) have requested VGF, the evaluation will be done on the basis of VGF per Seat (hereinafter referred to as “**Bidding Parameter**”) such that the Applicant who has quoted the lowest VGF per Seat for the proposed Route shall be selected as the “Preferred Individual Route Applicant” for such Route.

3.8.2.1. In the event that two or more Applicants are determined **Tied Preferred Route Applicants**, identification of the Preferred Individual Route Applicant will be as per the process mentioned in Section 3.8.1.1 and 3.8.1.2.

### **3.9. Evaluation of Financial Proposals for a Network Proposals**

3.9.1. For Proposals pertaining to Network Proposals where the Applicant(s) (or at least one of the Applicant in case of Identical Networks) have not requested any VGF as part of the bid, the evaluation of Proposal(s) shall be done using the process specified in Clause 3.8.1 above based on the total number of Seats per week across all Routes in the network or the lowest total of Maximum Airfares for all Routes as quoted by the Applicant, as the case may be. The identified preferred applicant based on such process shall be declared as the “**Preferred Network Applicant**”.

3.9.2. For Proposals pertaining to Network Proposals where the Applicant(s) have requested VGF, the evaluation of Proposal(s) shall be done on the basis of total of VGF per Seat for all Routes proposed in the network such that the Applicant who has quoted the lowest total of VGF per Seat for all Routes proposed in the network shall be selected as the “**Preferred Network Applicant**” for such Network Proposal.

3.9.2.1. In the event that two or more Applicants are determined as the Tied Preferred Network Applicants, identification of the Preferred Network Applicant will be as per the process mentioned in Section 3.9.1.1 and 3.9.1.2.

3.9.3. The total of VGF per Seat for all Routes proposed in the network for an Applicant shall be calculated as:

$$m \sum_{i=1} V_i$$

Where:

m is the number of Routes in the Network Proposal of the Applicant

$V_i$  is the VGF per Seat quoted by the Applicant for Route i

### **3.10 Evaluation of Financial Proposals for Simultaneous Proposals**

3.10.1 In the event the Authority received simultaneous proposals where a Route proposed as part of an Individual Route Proposal is common with a Route proposed as part of a Network Proposal (such proposals being hereafter referred as “**Simultaneous Proposals**”), the evaluation of financial proposals shall be undertaken in the manner as specified below:

3.10.2 The Authority shall identify Preferred Individual Route Applicant and Preferred Network Applicant for such Simultaneous Proposals, as the case may be in accordance with Clause 3.8 and Clause 3.9.

3.10.3 Subsequent to the identification of the Preferred Individual Route Applicant (if any) and Preferred Network Applicant(s), their respective proposals shall be compared to identify the Applicant(s) with lowest VGF per Seat for such common Route(s).

3.10.4 In the event that a Preferred Individual Route Applicant (if any) has submitted the lowest VGF per Seat for a common Route, all other identified Preferred Network Applicant(s) shall be provided the opportunity to match the lowest VGF per Seat for such common Route.

3.10.5 However, in the event that a Preferred Network Applicant has submitted the lowest VGF per Seat for a common Route, only the other identified Preferred Network Applicant(s) shall be provided the opportunity to match the lowest VGF per Seat for such common Route. In such an event, if there is a Preferred Individual Route Applicant for such common Route, its proposal shall not be considered further for award.

3.10.6 In case of 3.10.4, if Preferred Network Applicant(s) decides to match the lowest VGF per Seat of the Preferred Individual Route Applicant for a common Route, the proposal of Preferred Individual Route Applicant shall not be considered further for award, and all the Preferred Network Applicant(s) who chose to match the lowest VGF per Seat would be selected to operate such common route(s). In case of 3.10.5, all Preferred Network Applicant(s) who match the lowest VGF per Seat shall be selected for operating such common Routes(s) and shall be identified as the Selected Airline Operator for their respective Network Proposal(s). Proposals of Applicants who decide not to match the VGF per Seat for such common Routes(s) shall not be considered further for award. For avoidance of doubt, all such Applicants who match the lowest VGF per Seat for such common Route shall have the right to undertake operations on that common Route and will be provided VGF on such common Route. In case a single Applicant has included a common Route across multiple Network Proposals, it is clarified that the Applicant would not receive multiple awards for the common Route and it would have to select a single Network Proposal that the Route would remain a part of, following which, the common Route would be dropped from the other Network Proposal(s) and only the remaining truncated Network

Proposal(s) would be considered for award.

3.10.7 For the purposes of this Clause 3.10.7, in the event an Applicant has submitted an Individual Route Proposal for an Route with only a one-way connectivity proposed between two airstrips and there is another Individual Route Proposal for the same Route with a to-and-fro connectivity proposed between such airstrip such that the two proposals are Simultaneous Proposals, for the purpose of evaluation, the Individual Route Proposal providing a to-and-fro connectivity shall be treated as a Network Proposal.

### **3.11. Performance Guarantee**

3.11.1. As mentioned earlier, the Selected Airline Operator will enter into a Selected Airline Operator Agreement with the Client for operating Flights under this Scheme, within a period of 30 days failing which, the Letter of Award may be withdrawn by the Client. The Selected Airline Operator shall be required to comply with all applicable regulations for such operations under this RFP including that of DGCA.

3.11.2. At the time of signing the Selected Airline Operator Agreement, the Selected Airline Operator will be required to submit a performance Guarantee to the Client for an amount equivalent to five percent (5%) of the total VGF amount to be provided to such selected Airline Operator in the first year of its operations subject to a minimum of Rs. Five Lakhs (Rs.5,00,000/-) per Route. For avoidance of doubt, it may be clarified that, in the event the Selected Airline Operator does not avail the VGF support, in that case the Selected Airline Operator will be required to submit a Performance Guarantee of INR 500,000/- (Rupees five lakh only) per route.

3.11.3 Deleted

3.11.4. In addition to the provisions mentioned under Section 3.13, the Performance Guarantee, if any, will be dealt with by the Client as follows:

3.11.4.1. Performance Guarantee submitted by the Selected Airline Operator shall be liable to encashment as per the terms and conditions of the Selected Airline Operator Agreement, if the Selected Airline Operator fails to:

Ensure integrity of the scheduled flights on routes proposed under the Selected Airline Operator Agreement, i.e., it fails to operate at least 70% of the scheduled flights on routes proposed under the Selected Airline Operator Agreement in a specified period. It is clarified that while determining the total scheduled flight operations, the Client shall have reference to any flights that may have got cancelled due to adverse weather conditions or other factors beyond the control of the Selected Airline Operator, based on the feedback provided by the relevant stakeholder; or

1. Adhere to any other terms and conditions of the Selected Airline Operator Agreement.

2. Upon such encashment, the Selected Airline Operator will be required to replenish the Performance Guarantee within a specified period (30 days), failing which the Client will be entitled to terminate the Selected Airline Operator Agreement and proceed as per provisions of the Selected Airline Operator Agreement.

3.11.4.2. Performance Guarantee will be returned by the Client to the Selected Airline Operator upon completion of one (1) year from date of commencement of Flight operations on any Route as per the terms and conditions of the Selected Airline Operator Agreement.

### **3.12. Change in deployed capacity**

3.12.1. The Selected Airline Operator shall, in general, not be allowed to decrease or increase the number of Seats deployed in an aircraft without prior approval of the Client, permitted for temporary operational reasons such as availability of the aircraft etc.

3.12.2. If permitted, the total VGF per year (calculated as a product of number of Seats per Flight, VGF per Seat and number of Flights in a year, as provided by the SAO as part of its Proposal) as available to the Selected Airline Operator after increase in capacity deployed shall remain the same as permitted at the time of executing the Selected Airline Operator Agreement.

3.12.3. The Clients shall undertake a reconciliation of total Flights operated by the SAO in a given Financial Quarter as compared to the proposed number of Flights submitted as part of its Technical Proposal. The Client shall also require the SAO to submit its plans for Flight operations for remaining Financial Quarters in any given year. The number of Flights for which VGF could be disbursed in the remaining Financial Quarters (depending upon the performance of the SAO) shall be limited in a manner that under no circumstances, the total VGF disbursed per year shall be more than the total VGF per year as permitted at the time of executing the Selected Airline Operator Agreement.

3.12.4. In order to avoid inconvenience to passengers, the airline will have to follow relevant DGCA rules of informing the passengers about changes in the schedule of flight operation, in advance. For avoidance of doubt, the Selected Airline Operator shall not be provided any benefits or concessions under this RFP on any additional flights operated by the Selected Airline Operator on a Route, beyond seven (7) departures per week for Routes.

3.12.5. In the event where due to any orders/guidelines issued by the DGCA, the actual deployed capacity in a Flight by the Selected Airline Operator is less than the Flight Capacity offered, the Flight Capacity for the purposes of calculation of Seats, disbursement of VGF and compliance with the terms and conditions of the Selected Airline Operator Agreement, shall be considered as the actual deployed capacity on such Flight based on DGCA orders/guidelines.

3.12.6. The Selected Airline Operator shall be allowed to operate charter flights as per the regulations of DGCA, provided that the proposed schedule and service levels or any other conditions under this RFP are not impacted.

3.12.6. Change in sequence of routes due to operational reasons

3.12.6.1. In an event where due to operational reasons (including but not restricted to slot availability, etc.), the Selected Airline Operator intends to change the sequence of routes as per the Selected Airline Operator Agreement, the Selected Airline Operator (SAO) shall intimate the Client in writing before undertaking any such change in sequence of routes.

Provided that, any such change is permitted only for modifying the sequence of Routes in a network but not the direction of routes. For instance, if a network A-B-C-A has A-B and C-A as Routes, a change in sequence to C-A and A-B is permitted. However, a change in direction of routes such as B-A or A-C is not permitted.

### **3.13. Prioritisation Framework**

3.13.1. The Client shall have reference to this RFP objectives at all points of time and prioritize proposals for being supported under this RFP.

3.13.2. Amongst Proposals, highest priority would be given to proposals comprising routes connecting Unserved Airports, Underserved Airports and Served Airports in that order.

3.13.3. Network Proposal(s) would generally be given a higher priority against an Individual Route Proposal.

3.13.4. At any point of time, in case there are multiple proposals received for a particular Underserved Airport or Unserved Airport, given the scarcity of resources, the Client at its discretion, may consider such proposals in a manner that if such Underserved Airport or Unserved Airport becomes Served Airport after awarding certain proposals, no additional proposals may be considered. The Client shall also have reference to the VGF requirement while considering such proposals.

### **3.14. Exit from the Selected Airline Operator Agreement**

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

3.14.2. If however, a Selected Airline Operator 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 and retained as per the terms and conditions of the Selected Airline Operator Agreement.

3.14.3. If, this RFP is withdrawn at any time, the Performance Guarantee shall be returned to the Selected Airline Operator.

Notwithstanding other provisions under this Scheme, a Selected Airline Operator shall be permitted, as per terms and conditions to be specified under the Selected Airline Operator Agreement, to assign its rights under this RFP to another airline operator having a valid AOP for a similar type of aircraft as required under the Selected Airline Operator Agreement, provided the Selected Airline Operator has completed at least six (6) months of operations from the date of commencement of Flight operations on any Route.

### **3.15. Reporting Obligations for a Selected Airline Operator**

3.15.1. The VGF payment will be made to the Selected Airline Operator from the on the completion of every month or in accordance

3.15.2. For the sanction of monthly VGF payment, the Selected Airline Operator on a Route will be required to submit information on specified parameters, which will be used by the Client to monitor adherence to the agreed terms and conditions of Selected Airline Operator Agreement.

3.15.3.1. The Selected Airline Operator shall be required to submit the Flight Manifest as per Aeronautical Information Publication (AIP) requirements.

3.15.3.2. In addition to this, the Selected Airline Operator will need to submit specific information as specified under the Selected Airline Operator Agreement.

### **3.16. Disbursement of Funds**

3.16.1. The VGF shall be disbursed to the Selected Airline Operator only for Seats pertaining to the Flights that have been operated in a month. In an event, GST is applicable on the VGF disbursed to the Selected Airline Operator, the GST component shall be payable by the Client. The VGF support shall be for a period of 12 months extendable by another 12 months based on satisfactory performance of the selected airline operator at the sole description of the client.

3.16.2. The Selected Airline Operator(s) will be required to submit to the Client, all information pertaining to Flights operated during a month as required in Clause 3.15.

3.16.3. The Client will scrutinize the information received from the Selected Airline Operator(s) for compliance with the conditions of Selected Airline Operator Agreement.

3.16.4. The VGF shall be disbursed by the Client to the Selected Airline Operator for all deployed

Seats, irrespective of the occupancy, for every Flight operated on the Route during the reporting period, after adjustments for any defaults by the Selected Airline Operator under the Selected Airline Operator Agreement.

3.16.6. The Client may undertake a review / audit of the performance of a Selected Airline Operator including *inter alia* on this aspect from time to time through independent auditors. The penalties for breach of such principle shall be specified in the Selected Airline Operator Agreement between the Client and the Selected Airline Operator. A Selected Airline Operator shall be required to maintain relevant records for a period of at least 3 years after the expiry of its Selected Airline Operator Agreement to facilitate such monitoring.

#### **4. SUBMISSION OF PROPOSAL**

RFP documents will be available and downloaded w.e.f. **29.01.2024** in the Government of Odisha website **“<https://tendersodisha.gov.in/nicgep/app>”** and **“[https://ct.odisha.gov.in/tenders- advertisement](https://ct.odisha.gov.in/tenders-advertisement)”**. Applicants are advised to go through procedure available on the website **“<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**.

The bidding process under the RFP is a Two stage process. The Applicants shall submit the Proposal online in accordance with the provisions of this Clause. Failure to submit the proposal complete in all respects will render the proposal invalid and such proposal shall not be considered or evaluated.

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.

Subsequently, the Applicants will be required to submit the following (“Tender Covers”):

- (i) **Technical Bid (“Pre Qualification/ Technical”)**
  - (a) Technical Bid containing the Information about the Applicant. as per 3.6.2 and its Technical Proposal as per 3.6.3. in the format attached in this RFP at **Annexure-IV**
  - (b) Power of Attorney for signing of Proposal in the format attached in this RFP at **Annexure-V**
  - (c) Bid Security Declaration as per the format attached in this RFP at **Annexure-VI**



(ii) **Financial Bid (“Finance”)**

As part of the Financial Proposal, the Applicant shall submit the **information as required vide para 3.6.6** in the format attached in this RFP at **Annexure–VII**.

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

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

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

Any Proposal, that is not in accordance with the terms of the RFP shall not be considered and shall be disqualified.

**5. COST OF PROPOSAL (PROCESSING FEE)**

Non-refundable processing Fees with online mode for **Rs. 10,000/-** (Rupees Ten 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.

The 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.

The Applicants are expected to examine all instructions, forms, terms and conditions in this RFP 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.

**6. PROPOSAL DUE DATE**

Proposals should be uploaded before **05.00 PM of 01.03.2024** in the manner and form as detailed in this RFP.

**7. LATE PROPOSALS**

The tender will close after the expiry of the time specified in Clause 6 above on the Proposal Due Date and, will not allow the Applicant to input or change any information afterwards.

## **8. VALIDITY OF THE PROPOSAL**

Proposals shall remain valid for a period of 120 Days from the Proposal Due Date.

## **9. 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 RFP at **Annexure VI**.

## **10. EVALUATION AND COMPARISON OF PROPOSALS**

Complete proposals received under this RFP shall be evaluated, and the Selected Airline Operator shall be chosen, in accordance with this RFP. **The selection of the proposal shall be in accordance with 3.7, 3.8, 3.9 and 3.10.**

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 RFP.

Notwithstanding anything to the contrary contained in this RFP, 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 RFP and/or the RFP 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 RFP or the RFP, the Client's rights or the Selected Airline Operator's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Applicants, who are presenting responsive Proposals.

### **Tests of responsiveness**

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

- (a) it is received as per the formats as specified in this RFP;
- (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 RFP and/or documents accompanying the Proposal (in formats same as those specified);
- (e) it does not contain any condition or qualification; and
- (f) it is responsive in terms of the RFP and the terms of this RFP.

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.

## **11. CONTRACT NEGOTIATION**

Contract negotiation will be held at a date, time and address as intimated to the selected applicants. The successful applicant will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the successful applicant must have written authority to negotiate & conclude a contract and henceforth, the negotiated price will be known as the “**Contract Price**”. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

## **12. CLIENT’S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS**

Notwithstanding anything contained in this RFP, 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.

In case, it is found during the evaluation or at any time before signing of the contract agreement 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 Operator, and if the contract agreement has been entered into with the Selected Operator, the Client may terminate

the contract agreement, by a communication in writing by Client to the Applicant/Selected Operator. The Client shall not be liable in any manner whatsoever to the Applicant/Selected Operator. 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.

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.

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 RFP, from contacting by any means, the Client and/ or their employees/ representatives on matters related to the Proposals under consideration.

### **13. COMMUNICATION OF ACCEPTANCE AND EXECUTION OF AGREEMENT**

After the determination of the **Selected Operator**, the Client shall enter into the contract agreement with the Selected Operator. The Selected Operator, as the case may be, shall not be entitled to seek any deviation, modification or amendment in the contract agreement.

Client shall issue a letter of award (the “Letter of Award” or “LOA”) in duplicate, to the Selected Operator after its selection, and the Selected Operator shall, within Three (3) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof

The Selected Operator will enter into a contract agreement with the Client for operating the awarded Flights within **30 Days** 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.

At the time of signing the contract agreement, the Selected Operator will be required to submit a Performance Guarantee in the format as provided in **Annexure-VII** to the Client for an amount equivalent to **Hiring charges for 1 trip in \_\_\_\_\_ Sector** as per the Financial Bid document.

Performance Guarantee(s) will be returned by the Client to the Selected Operator upon completion of the contract agreement

#### **14. CONSEQUENCES OF DEFAULT IN SERVICES**

Any default in service as indicated in this document and/or the contract agreement shall enable the Client to terminate the contract agreement upon which the Selected Operator shall not be entitled to full reimbursement of its dues apart from taking other penal actions as per the contract agreement.

To address the eventuality of the Selected Operator being unable to provide the service when required, it may be held responsible for obtaining equivalent service.

To avoid any kind of failure in service, the Selected Operator shall ensure that, a backup Aircraft will always be available during the service period.

#### **15. PAYMENT TO THE SELECTED OPERATOR**

- I. All payments shall be made in Indian Rupees.
- II. No advance payment will be made to the Selected Operator for this service.
- III. Payment will be made to the selected operator after completion of the service on receipt of actual invoice.

#### **16. INDEMNITY**

The Selected Operator shall indemnify, defend, save and hold harmless the Client and its officers, servants, agents, Government Agencies and Authority owned and/or controlled entities/enterprises, (the “**Government Indemnified Persons**”) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Selected Operator of any of its obligations under this Agreement or of any defect or deficiency in the provision of services by the Selected Operator or from any negligence of the Selected Operator under contract or tort, or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Government Indemnified Persons.

#### **17. INSURANCE**

The Selected Operator shall effect and maintain, or cause to be affected and maintained, at no cost to Client during the term of this Contract Agreement such insurance as is commensurate with prevailing Applicable Laws and Good Industry Practice.

## **18. FORCE MAJEURE**

18.1 The Selected Operator shall be entitled to suspend the performance of its obligations under this Agreement to the extent that it is prevented from performing its obligations by an event of Force Majeure (a “**Force Majeure Event**”).

18.2 In this service, no event or circumstance and/or no combination or events and circumstances shall be treated as a Force Majeure Event unless it satisfies all the following conditions,

- (a) Materially and adversely affects the performance of an obligation.
- (b) Situation is beyond the reasonable control of the Selected Operator.
- (c) The Selected Operator could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care; and
- (d) Does not result from the negligence or misconduct of the Selected Operator or its failure to perform its obligations hereunder.

18.3 Force Majeure Event includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clause 18.2,

- (e) After the Commencement Date, if source & destination airport becomes unusable for flight operations by the Selected Operator, provided that the non-completion of the Airport shall not be construed as a Force Majeure Event.
- (f) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy.
- (g) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- (h) Nuclear explosion, radioactive or chemical contamination or ionizing radiation, unless the source or cause of the explosion, contamination, radiation or hazard happens due to any act of the Selected Operator or any Affiliate of the Selected Operator or any sub-contractor of the Selected Operator or any of their respective employees, servants or agents;
- (i) Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political but excluding strikes by the employees or personnel of the Selected Operator;
- (j) Any effect of the natural elements, including epidemic or plague, lightning, fire,

earthquake, heavy rains, tidal wave, flood, storm, cyclone, typhoon or tornado;

- (k) Explosion (other than a nuclear explosion or an explosion resulting from an act of war);
- (l) Any event or circumstances of a nature analogous to any events set forth in paragraphs (a) to (g) of this Clause.

## **19. PROCEDURE FOR FORCE MAJEURE**

If the Selected Operator claims relief on account of a Force Majeure Event, it shall, immediately on becoming aware of the Force Majeure Event, give notice and describe in detail:

- (a) That the Force Majeure Event(s) that has occurred
- (b) The obligation(s) affected;
- (c) The dates of commencement and estimated cessation of such Force Majeure Event;
- (d) The manner in which the Force Majeure Event(s) affects its ability to perform its obligation(s) under this Agreement; and
- (e) The nature and extent of relief sought if any, the Selected Operator shall not be able to suspend or excuse the non-performance of its obligations hereunder unless it has given the notice specified above.

The Selected Operator shall have the right to suspend the performance of the obligation(s) affected, upon delivery of the notice of the occurrence of a Force Majeure Event. The Selected Operator, to the extent it is prevented from performing its obligations under this Agreement, as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

The time granted for performance of any obligation or compliance and for the exercise of any right by the Selected Operator, shall be extended over the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the Selected Operator to achieve the level of activity prevailing before the event of Force Majeure Event.

The Selected Operator shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.

The Authority shall, if it wishes to dispute the claim, give a written notice of dispute to the Selected Operator within 30 (thirty) days of receiving the notice of claim. If the notice of claim is not contested within 30 (thirty) days as stated above, the Authority shall be deemed to have accepted the validity of the claim. If the Authority disputes a claim, the Parties shall follow the procedures set forth in Clause 19 regarding dispute settlement.

It is clarified that the term of the Agreement shall be deemed to have been extended by a period which shall be equal to the duration for which such Force Majeure Event continued and by such additional period thereafter as is necessary to enable the Selected Operator to achieve the level of activity prevailing before the event of Force Majeure Event.

**Mitigation:** The Selected Operator shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such Force Majeure Event. The Selected Operator shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall forthwith notify the Authority of the same in writing.

## **20. DISPUTE RESOLUTION**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set forth below.

**Amicable Settlement:** In the event of any Dispute between the Parties, either Party may call upon the other Party to resolve the issue raised in the Dispute and arrive at an amicable settlement thereof. Each Party shall nominate a responsible person to resolve the issue through amicable settlement within a period of 30 (thirty) days.

### **Arbitration**

- (a) Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by reference to arbitration through an Arbitral Tribunal comprising of Sole Arbitrator to be mutually appointed by the Parties, and if not agreed within 30 (thirty) days, as per the provisions of the Arbitration & Conciliation Act, 1996 and any subsequent amendment thereto. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time thereafter.
- (b) The place of arbitration shall be Bhubaneswar, Odisha and the language of the arbitration shall be English.



## Arbitration Awards to be binding

The Selected Operator and Authority undertake to carry out any decision or award of the arbitrators (the “**Award**”) without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

- (a) The Selected Operator and Authority agree that an Award may be enforced against the Selected Operator and the Authority as the case may be.
- (b) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

## **21. 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.

## **22. VERIFICATION OF INFORMATION**

Applicants are encouraged to submit their respective Proposals after ascertaining for themselves the site conditions, feasibility of the proposed sector, 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 RFP, the draft CONTRACT AGREEMENT, 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 CONTRACT AGREEMENT; and

(d) acknowledged that it does not have a Conflict of Interest.

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.

### **23. VERIFICATION AND DISQUALIFICATION**

The Client reserves the right to verify all statements, information and documents submitted by the Applicant pursuant to this RFP 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.

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.

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.

### **24. CLARIFICATION**

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

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.

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.

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 RFP and/or the draft CONTRACT AGREEMENT by issuing an amendment.

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

## **25. AMENDMENT OF THE RFP DOCUMENT**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through Additional Secretary to Government-cum-Director of Aviation and in the Government of Odisha website “<https://tendersodisha.gov.in/nicgep/app>” and “[https://ct.odisha.gov.in/tenders- advertisement](https://ct.odisha.gov.in/tenders-advertisement)”. Any such addendum will be binding on all the applicants. To give applicant reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

## **26. LEGAL JURISDICTION**

All legal disputes are subject to the jurisdiction of civil court of **Bhubaneswar** only within Odisha.

## **27. 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.

**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](http://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 “Expression of Interest (RFP)” 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)

2. In the E-Portal, an intelligent Financial bid 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.

3. 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.

4. 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.

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

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

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

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

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

10. **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.

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

be encrypted.

12. **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 RFP.
- 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.

#### **8. Role of State Procurement Cell:**

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorized 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.

**9. Role of National Informatics Centre:**

- a) Customize e-Portal software and webpages 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.

**10. 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 and reconciliation of the electronic remittances made to the State Government account.

11. **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.
12. 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**

	<b>Processing fee on submission of bids</b>
<b>Government Departments</b>	<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 RFP, the amount so realized is to be remitted to the be remitted to Government Account under the Head Of Account 0075- Misc.</p> <p>General Services-800-OtherReceipts-0097-Misc. Receipts-02237- bid.</p>

**TECHNICAL BID FORMAT**

**Form of Proposal**

To

**The Additional Secretary to Government Commerce &  
Transport Department**

**5<sup>th</sup> Floor, Kharvela Bhawan  
Bhubaneswar-751001**

Dear Madam,

Having examined the proposal documents, I/We the undersigned, agree to provide Intra state connectivity of airports within the State of Odisha 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 2024

**(signature)**

**(in the capacity of)**

Duly authorized to sign Proposal for and on behalf of

**Company / Firm Seal**

## **APPLICANT'S INFORMATION**

1. Registered name of the Applicant & contact details:
2. Name of the Operator:
3. Date of incorporation:
4. Certificate of incorporation:
5. PAN and GST registration number:
6. Non-Schedule Operators Permit (NSOP) issued by DGCA with offered aircrafts endorsement into it:
7. Certificate of Registration (C of R) issued by DGCA for aircrafts offered:
8. Certificate of Airworthiness (C of A)/ Annual Review Certificate (ARC) issued by DGCA of offered aircrafts:
9. Memorandum of Association and Articles of Association:
10. 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**

**As part of the technical proposal, an Applicant shall submit the following information about a proposed Route:**

1. Proposal Security as indicated from time to time
2. Proposed Route on which the Applicant would want to operate i.e. the origin and destination airports proposed to be connected through the Route.
3. Proposed aircraft type to be deployed on the Route.
4. Seating capacity of the proposed aircraft
5. Flight Capacity proposed to be deployed on the Route.
6. Number of Flights per week.
7. The stage length / flight duration for a particular Route shall be based on the determination undertaken by the Airports Authority of India.
8. In case of a Network Proposal, the Applicant shall submit the above information for each of the proposed Routes in the Network Proposal along with the proposed network

**Signature of Applicant**

**(Company/Firm Seal)**

**Name & Designation**

**POWER OF ATTORNEY**

**(To be furnished with the Technical Bid)**

Know all men by these presents, I/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 (name) and presently residing at (address) , who is presently employed with us and holding the position of (designation), 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 Intra state connectivity of airports within the State of Odisha 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 Operator Agreement (“CONTRACT AGREEMENT”) 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 Routes under the said RFP and/ or upon award thereof to us and/ or till the entering into of the CONTRACT AGREEMENT 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 PRINCIPLE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_ 2024.

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 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 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 Additional Secretary to Government,  
Commerce & Transport Department,  
Kharavel Bhavan, Bhubaneswar-751001**

**Sub:** Intra state connectivity of airports within the State of Odisha

Dear Madam,

In response to the Tender ID \_\_\_\_\_ dated 29.01.2024 for RFP titled Intra state connectivity of airports within the State of Odisha ,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 year from the date of disqualification as may be notified by you (without prejudice to Authority) 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 Authority, 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.
4. I/We or key personnel have 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;
5. I/We or our directors have been convicted of any offence in India or abroad
6. defaulted in payment of dues to any Government agencies in the past 12 months

Signature:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of \_\_\_\_\_

**Company/ Firm Seal**

**FINANCIAL BID FORMAT  
VGF IS SOUGHT**

**Form of Proposal**

To

**The Additional Secretary to Government Commerce &  
Transport Department**

**5<sup>th</sup> Floor, Kharvela Bhawan  
Bhubaneswar-751001**

Dear Madam,

I/We the undersigned, offer to provide Intra state connectivity of airports within the State of Odisha in accordance to this RFP and our Financial Proposal is as follow,

1. VGF per Seat amount sought under this RFP; .....
2. I/We, if selected under this RFP, the maximum airfare for a Seat will charge for Seats on a Flight; .....
3. The number of Seats per Flight; .....
4. Number of Flights per week; .....
5. Individual Route/Network proposal Route; .....

I /We understand that the Maximum Air fare shall be increased @3% annually.

# In case of a Network Proposal, the Applicant shall submit the above information for each of the proposed Route(s) in the Network Proposal.

Signature and seal of the Applicant:\_\_\_

Name :

Designation :

Company/ Firm :

Date :

**FINANCIAL BID FORMAT**  
**VGF IS NOT SOUGHT**

To

**The Additional Secretary to Government Commerce &  
Transport Department**

**5<sup>th</sup> Floor, Kharvela Bhawan  
Bhubaneswar-751001**

Dear Madam,

I/We the undersigned, offer to provide Intra state connectivity of airports within the State of Odisha in accordance to this RFP and our Financial Proposal is as follow,

1. Maximum airfare for a Seat that the I/We will charge for Seats on a Flight (“Maximum Airfare”); .....
2. The number of seats per week across the route .....

I /We understand that the Maximum Air fare shall be increased @3% annually.

**In case of a Network Proposal, the Applicant shall submit the above information for** each of the proposed Route(s) in the Network Proposal

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 Additional 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 Client on behalf of State Government of Odisha having notified [*insert name of the Selected Operator*] as the proposed Selected operator and having invited [*insert name of the Selected Operator*] to execute the Selected Operator Agreement between..... and.....(**hereinafter "CONTRACT AGREEMENT"**) for the appointment of Selected Operator for Intra state connectivity of airports within the State of Odisha, [*insert name of the Selected Operator*] has agreed to submit to the Client an unconditional and irrevocable bank guarantee for Rs.....(Rupees only) for performance of obligations of the Selected Operator in accordance with the terms and conditions contained in the CONTRACT AGREEMENT. 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 Operator. 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 Operator in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unconditional.
4. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the Selected Operator shall have no claim against us for making such payment.
5. 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 CONTRACT AGREEMENT and that it shall continue to be enforceable, till all the dues of the Client under or by virtue of the said CONTRACT AGREEMENT have been fully paid and its claims satisfied or discharged or till the Client has certified that the terms and conditions of the said CONTRACT AGREEMENT have been fully and properly carried out by the said Selected Operator and accordingly this guarantee maybe released/discharged.
6. 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 CONTRACT AGREEMENT or to extend time of performance by the said Selected Operator 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 Operator and to forebear or enforce any of the terms and conditions relating to the said CONTRACT AGREEMENT and we shall not be relived from our liability by reason of any such variation, or extensions being granted to the said Selected Operator or for any forbearance or act of omission on the part of the Client or any indulgence by the Client to the said Selected Operator 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACT AGREEMENT.
8. We..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Client in writing.
9. 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 this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of: Dated this \_\_\_\_ Day of 2024

WITNESS For 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 Client on behalf of State Government of Odisha.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Designation \_\_\_\_\_

Dated \_\_

Note: **\*Date of validity to be 12 months from Date of execution of the contract agreement**

### **Annexure – 1 List of Airports / Airstrips in the Odisha**

Presented below is a tentative list of Airports intended to be connected in the state of Odisha. Further, Applicants are expected to undertake their own due diligence vis-à-vis suitability of these airports for their proposals. It may be noted that this list does not include Heliports. Applicants interested to submit proposals for operations will be required to ascertain actual Location.

1	Amarda Road (Mayurbhanj)	Odisha	<20 seats	Unserviced
2	Barbil (Keonjhar)	Odisha	2B	Unserviced
3	Gudari (Kandhamal)	Odisha	2B	Unserviced
4	Hirakud (Jamadarpalli)	Odisha	2B	Unserviced
5	Tusra (Bolangir)	Odisha	<20 seats	Unserviced
6	Nawapara (Gotma)	Odisha	2A	Unserviced
7	Padampur (Sativata)	Odisha	2A	Unserviced
8	Raisuan (Keonjhar)	Odisha	2A	Unserviced
9	Dandbose (Mayurbhanj)	Odisha	2A	Unserviced
10	Malkangiri	Odisha	2B	Unserviced

**Annexure – 2: Airfare Cap**

1. Airfare Cap to be considered for respective stage lengths / flight duration are as follows  
(Refer Section 2.3 above):

**Airfare Cap for Fixed-wing aircraft Shall be increased @3% annually**

<b>S. No.</b>	<b>Stage Length (in km)</b>	<b>Airfare Cap per Seat (in INR)</b>
1.	1 – 50	1,884
2.	51 – 75	1,884
3.	76 – 100	1,884
4.	101 – 125	1,884
5.	126 – 150	1,884
6.	151 – 175	1,884
7.	176 – 200	1,991
8.	201 – 225	2,097
9.	226 – 250	2,216
10.	251 – 275	2,324
11.	276 – 300	2,429
12.	301 – 325	2,548
13.	326 – 350	2,655
14.	351 – 375	2,761
15.	376 – 400	2,880
16.	401 – 425	2,987
17.	426 – 450	3,092

<b>S. No.</b>	<b>Stage Length (in km)</b>	<b>Airfare Cap per Seat (in INR)</b>
18.	451 – 475	3,212
19.	476 – 500	3,319

## **2. Adjustment to the Airfare Cap per RCS Seat**

2.1 The Operator shall be entitled to claim adjustment in the Airfare Cap per RCS Seat, as defined in the above table, in accordance with this provision.

2.2 **The Airfare Cap per Seat shall be adjusted after every 12 months from the date of commencement of operations at the rate of 3% (three per cent) per annum.** The Client shall at its discretion, shall communicate to the Selected Airline Operator of any amendment(s) to the escalation rate.

**Annexure – 3: VGF Cap**

VGF Cap to be considered for respective stage lengths / flight duration are as follows **VGF caps for CAT 1/1A Aircraft**

<b>S. No.</b>	<b>Stage length</b>	<b>VGF Cap per Seat (in INR)</b>
1.	1-50	1,935
2.	51-75	3,445
3.	76-100	4,452
4.	101-125	5,479
5.	126-150	6,485
6.	151-175	7,492
7.	176-200	8,380
8.	201-225	9,269
9.	226-250	10,143
10.	251-275	11,030
11.	276-300	11,920
12.	301-325	12,794
13.	326-350	13,682
14.	351-375	14,571
15.	376-400	15,445
16.	401-425	15,445
17.	426-450	15,445
18.	451-475	15,445
19.	476-500	15,445

## **Annexure – 4: Operating Model**

1. Introduction – Under this model, the Selected Airline Operator shall be eligible for payment of a fixed, per seat, Viability Gap Funding (VGF) support determined through a competitive bidding process. The VGF support will be provided for a defined number of seats, as provided by Section 3.3.1.
2. Total number of seats under consideration for VGF support – For Category-1A aircraft Selected Airline Operator shall be required to provide hundred percent (100%) of Flight Capacity as Seats such that the Selected Airline Operator provides at least twenty (20) Seats per week.  
  
For Category 1 fixed wing aircraft (including seaplanes), a Selected Airline Operator shall be required to provide fifty percent (50%) of Flight Capacity as Seats, provided further that where fifty percent (50%) of Flight Capacity is less than nine (9) passenger seats, the minimum number of Seats shall not be less than nine (9).
3. Nature of VGF support – Post bidding, the VGF support will be fixed, dependent only upon the actual number of flights operated by the Selected Airline Operator.
4. VGF and Airfare caps – VGF to be provided for each Seat under this RFP will be capped for different stage lengths for fixed wing aircraft (including seaplanes).
5. Bidding Variable – The evaluation of Proposals will be done on the basis of VGF per Seat such that the Applicant who has quoted the lowest VGF per Seat for the proposed Route shall be selected as the “Preferred Route Applicant” for such Route.
6. Additional Information – The Selected Airline(s) will be required to submit to the , all information pertaining to Flights operated during a month. The VGF shall be disbursed to the Selected Airline Operator only for Seats pertaining to the Flights that have been operated in a month. Airline operators must refer to VGF Cap(s) before submitting proposals, as support requirement in excess of such cap for a particular stage length will not be considered under this RFP. Any proposal not complying with this aspect will be disqualified.
7. Payment terms – Reimbursement based on actual number of operated flights.
8. VGF Disbursed in a month = No. of Flights operated in the month × No. of Seats per Flight × Per Seat VGF applicable for the month.

**Undertaking for accomplishment of obligations of concession awarded under RCS or the Small Aircraft Scheme by Ministry of Civil Aviation and/or Airports Authority of India**

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

Dear Madam

This is to certify that I/We have fulfilled all obligations under the concession awarded under RCS or the Small Aircraft Scheme by Ministry of Civil Aviation and/or Airports Authority of India or by a State Government, as the case may be.

Dated this            day of 2024

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of  
Company / Firm Seal