

Directorate of Aviation

Commerce and Transport (Transport) Department,

Government of Odisha

BPI Airport Bhubaneswar 751020

(Reference No 12710 Dated 13/10/2026)

Selection of Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy

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REQUEST FOR PROPOSAL

Selection of Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy

(Ref No 12710, Date 13.10.2026)

Director of Aviation, Commerce and Transport (Transport) Department,

Government of Odisha, intends to select an Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy with Aircraft having 180-seats or more.

Eligible and interested bidders may download the Request for Proposal (RFP) document which contains the details of the requirement from the following website of the Government of Odisha and submit their offer,

a) https://tendersodisha.gov.in/nicgep/app

b) https://ct.odisha.gov.in/tenders

Proposals complete in all respects should reach the undersigned latest by 1700 hrs on XX/XX/2026 Bids received after the above deadline shall be summarily rejected. The DoA reserves the right to reject any or all the proposals without assigning any reason thereof.

Sd/-

Director of Aviation
Commerce and Transport (Transport) Department,
Government of Odisha
BPI Airport, Bhubaneswar 751020

(Email: orissa_aviation@yahoo.co.in)

DATASHEET

Sl. No.	Particulars	Details
1.	Name of the Client	Director of Aviation, Commerce and Transport (Transport) Dept., Government of Odisha, BPI Airport, Bhubaneswar – 751020 (Email: orissa_aviation@yahoo.co.in)
2.	Method of Selection	Lowest Subsidy Quoted for round trip (Bhubaneswar-Dubai-Bhubaneswar)
3.	Date of Issue of RFP	14.10.2026
4.	Last date for submission of pre-proposal Queries	21.10.2026, 1700 hrs
5.	Pre-bid meeting on virtual mode	23.10.2026, 1200 hrs
6.	Issue of pre-proposal Clarifications	26.10.2026, 1700 hrs
7.	Due date/Last date of receipt of proposal	05.11.2026, 1500 hrs
8.	Date of opening of Technical Proposal	05.11.2026, 1530 hrs
9.	Date of Financial bid opening (only those bids technically qualified)	To be advised
10.	Issuance of LOA and Due date for signing of State air support agreement	To be advised

	with the successful bidder	
11.	Expected Date of Commencement of Assignment (flight Operation)	45 days from the date of execution of Agreement.
12.	Tender Document Fee (Non-Refundable) to be downloaded before XX/XX/2026	Rs.10,000/- (Rupees Ten Thousand only) plus 18% GST
13.	Bid Security Deposit Amount	INR 10,00,000 /- (Rupees Ten lakhs only) a) Payable online on the e-tender portal of Government of Odisha (https://tendersodisha.gov.in/nicgep/app) b) Demand draft payable at Bhubaneswar in favor of the Director of Aviation, Government of Odisha
14.	Queries to be addressed to:	Director of Aviation, O/o DoA, Government of Odisha, BPI Airport, Bhubaneswar, Odisha, 751020 Tel. No: 0674-2394439 Email: orissa_aviation@yahoo.co.in
15.	Place of Opening of proposals	5thFloor, Conference Hall, Kharvela Bhavan, Government of Odisha, Bhubaneswar, Odisha, 751020

1. Disclaimer

1.1 This Bid document is neither an agreement nor an offer by DoA to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.

1.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by DoA Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for DoA to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

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

1.4 DoA, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.

1.5 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the same to Nodal Officer

immediately in writing.

1.6 If no intimation is received within the last date for submission of pre-bid queries it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.

1.7 No extension of time shall be granted to any Bidder for submission of their Bid on the ground that the Bidder did not obtain the complete set of Tender Documents or any other reason.

1.8 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.

1.9 DoA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of DoA It is the duty of Bidders to visit the e-procurement portal and the website of DoA regularly and keep themselves updated on the Bidding process and any communication made in relation to the Bidding process.

1.10 The Bidders or any third party shall not object to such changes / modifications / additions / alterations as provided in Clause 1.9 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by DoA Further, objection by any third party shall be construed as infringement on confidentiality and privileged rights of DoA with respect to this Bid document.

1.11 The Bidder shall not make any public announcements with respect to the Bidding Process;

this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding process or this Bid document shall be made exclusively by DoA Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. DoA's decision in this regard shall be final and binding on the Bidder.

1.12 The Bid documents are not transferable at all.

2. Glossary

AAI	Airports Authority of India
AOC	Air Operator Certificate issued by DGCA
ATC	Air Traffic Control
AMC	Annual Maintenance Contract
BBI	Bhubaneswar
BCAS	Bureau of Civil Aviation Security
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
DXB	Dubai International Airport
EFT	Electronic Fund Transfer
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India

ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MOCA	Ministry of Civil Aviation, Government of India
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
DoA	Directorate of Aviation, Commerce and Transport (Transport) Department, Government of Odisha.
OTP	On-Time Performance
PAN	Permanent Account Number
RFP	Request for Proposal
RRK	Rourkela Airport
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract
SLA	Service Level Agreement
SO	Service Order
TIA	Tender Inviting Authority
DGCA	Directorate General of Civil Aviation
EASA	European Union Aviation Safety Agency
CAR	Civil Aviation Requirements

3. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

3.1 "Applicable Laws" means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either DoA or to the Bidders.

3.2 "Authorized Signatory" shall have the meaning as set forth in the Power of Attorney as per Annexure 3.

3.3 "Bid" means the documents submitted by a Bidder pursuant to this RFP document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by DoA and the Financial Bid, submitted strictly in the formats provided by DoA the Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by DoA in this RFP document.

3.4 Bidder" designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a State Air support agreement with DoA for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy

3.5 "Bidding Process" means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;

3.6 "State air support agreement" means the agreement with the Airline Operator for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy to be entered into an Agreement between DoA and the Selected Bidder for the Project, in the form to be provided by the Client;

3.7 ” Airline operator” means the Selected Bidder which enters into the Agreement and is responsible for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy

3.8 “Accounting Year” means the financial year commencing on 1st April and ending on 31st March of the following calendar year; provided that the first Accounting Year shall commence on the Subsidy Commencement Date and end on the immediately succeeding 31st March, and the last Accounting Year shall end on the date of expiry or termination of the State air support agreement;

3.9 Mobilization Period and Effective Date. The Airline operator shall be allowed the Mobilization Period of 45 Days from the Execution Date for mobilization. The Effective Date shall occur on the expiry of the Mobilization Period and shall be recorded in the Letter of Award or otherwise notified in writing by the DoA.

3.10 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;

3.11 “Bid Validity Period” shall have the meaning given to it in Clause 10;

3.12 “Bid Security Amount” means the amount submitted by a Bidder to DoA for participating in the Bidding Process.

3.13 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts for Indian Companies.

3.14 “Letter of Award (LoA)” means the written official intimation by DoA notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein.

3.15 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;

3.16 “Notice Inviting Tender” or “Bid document” or “RFP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by DoA vide Bid document dated XX/XX/2026 for selection of an Airline Operator for International

Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy with Aircraft having 180-seats or more and shall include any modifications, amendments, corrigendum/ addendum or alterations thereto. The documents are as follows:

a) This Bid document;

b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by DoA subsequent to the issue of the Bid document will also be considered as an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);

3.17 "DoA" means the Director of Aviation, Commerce and Transport (Transport) Department, Government of Odisha, BPI Airport, Bhubaneswar – 751020, including its successors and permitted assigns or its representatives;

3.18 "Pre-bid Meeting" means pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;

3.19 "Financial Bid" means the Financial Bid submitted by the Bidder,

3.20 "Related Party" shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;

3.21 "Successful Bidder" means the Selected Bidder upon its signing of the State air support agreement, as provided in the clause on Signing of Agreement;

3.22 "Technically Qualified Bidder" means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of DoA as per terms and condition of the Bid document and is qualified for opening of its Financial Bid;

3.23 "Techno-Commercial Bid" means proposal submitted by the Bidder in accordance with Clause 5.

3.24 "Tender Paper Fee" shall have the meaning as set forth in Clause 7;

3.25 "Turnover" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to

them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

4. Request for Quote

Name of the Assignment: Request for Proposal (RFP) for "selection of an Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy with Aircraft having 180-seats or more

Director of Aviation, Government of Odisha, intends to select an Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy with Aircraft having 180-seats or more

Eligibility Criteria for Bidders

In order to be eligible for this RFP:

(a) The bid invited from the interested bidders is aimed at selection of an Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy with Aircraft having 180-seats or more

.

(b) Bidding under the RFP shall be permitted only from authorized and reputed Indian Airline Service Providers meeting the specified standards in the below mentioned table.

(c) The Bidder must Operate Aircraft with180 seats or more for International Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy

(d) The Indian airline must have all the requisite permissions for international operations from the respective Regulators/ Authorities and comply with all applicable regulations

The Selected Airline Operator shall be obligated to undertake all the statutory clearance, within the period stipulated in the Letter of Award (LoA).

Only the entities satisfying the eligibility criteria set out in Clause 5 of the RFP shall be eligible to make a Proposal under this RFP. Any Bidder shall not be eligible to submit a Proposal under this RFP and shall be disqualified if:

- it or its Affiliate, its directors or key personnel has been barred or blacklisted by any government agency or Client in India, the government of the jurisdiction of the Bidder 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;
- it or its directors have been convicted of any offence in India or abroad.
- It has defaulted in payment of dues to any Government agencies in India in the past 12 months.

Change of ownership/control: The Selected Bidder shall not make any change in its shareholding pattern existing at the time of bid submission that results in a change in control of the Selected Bidder (i.e., less than 51% equity or loss of control) for a minimum period of 3 (three) years from the Fee Commencement Date, without the prior written approval of DoA, failing which the LoA may be withdrawn or the State air support agreement terminated. The Bidder shall promptly inform DoA of any change in its shareholding, and failure to do so shall render it liable for disqualification.

Integrity Pact: Each Bidder shall execute and submit, along with its Bid, an Integrity Pact on non-judicial stamp paper of Rs. 100 or above, in the proforma to be appended as an Annexure XIV, undertaking not to engage in any corrupt, fraudulent, coercive, undesirable or restrictive practice in connection with the Bidding Process or the State air support agreement. Failure to sign the Integrity Pact, or violation of its provisions, shall render the Bid liable for rejection.

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

Eligibility Criteria

Sl. No.	Criteria	Required Documents
1.1	Technical Criteria The Bidder should be in the business of Scheduled Airline operations in india.	1.Self-attested letter along with any of the below documentation. i. Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and OR ii. Copy of approval certification from relevant Regulatory bodies i.e. DGCA, BCAS.
	Indian Commercial / Scheduled Commuter Airline Operator with valid DGCA AOC	Valid AOC and relevant endorsements
	Valid security approvals / clearances required for operations	Self-attested document with the list of approval certificates from the concerned regulatory bodies etc. BCAS / applicable security clearance evidence

	Minimum two active Aircrafts with 180-seats or more.	Registration, lease / ownership and airworthiness records
	Minimum three (3) days operations a week	As per the Agreement Signed.
1.2	Other Criteria	
1.2.1	The Bidder can be either a Company (Private or Public), or a registered partnership firm, or an LLP firm a registered business entity Registered Society (Trust)	Copies of i) Company (Private or Public) ● Certificate of Incorporation ● Memorandum of Association ● Articles of Association ii) Registered partnership firm ● Registration certificate ● Deed of Partnership iii) LLP firm ● Certificate of Incorporation ● LLP agreement iv) Registered Business Entity ● Registration Certificate v) Registered Society ● Registration Certificate

1.3	Financial Criteria	
1.3.1	The Bidder should meet the following financial criteria. The average financial turnover of the Bidder during 3 (three) financial years i.e. 2023-24, 2024-25 and 2025-26. should be at least INR 50 Crore or equivalent foreign currency for international bidders as on bid submission date I. The Annual net worth of the Bidder should be positive as per audited balance sheet, RFP specifies ₹30 crore as at 31 March 2026 The net worth of the Bidder in each of the 3 (three) financial years should be positive as per audited balance sheet.	Copies of I. For I) & II) Copies of audited financial statements to be provided or a certificate from a CA firm.

5. Submission of Proposal

5.1 Tender documents will be available and downloaded w.e.f. XX/XX/2026 in the Government of Odisha website "https://tendersodisha.gov.in/nicgep/app" and "https://ct.odisha.gov.in/tenders-advertisement". Prospective bidders are advised to go through the procedure available on the website https://tendersodisha.gov.in/nicgep/app and also, get themselves acquainted with e-tender participation requirements as provided on the aforesaid website of the Client. The detailed information regarding e-tender procedures is in Annexure-IB.

5.2 The bidding process under the RFP is a single-stage process. The Bidders 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.

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

5.4 Subsequently, the Bidders will be required to submit the following ("Tender Covers"):

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

(a) Technical Bid containing the Bidder's Profile and its Technical Proposal in the format attached in this RFP at Annexure–VI.

(b) Letter comprising the Bid at Annexure-II.

(c) Power of Attorney for the signing of the Proposal in the format attached in this RFP at Annexure–III. In case, the bidders are not submitting Power of Attorney, they should submit an undertaking for the purpose.

(d) Statement of Legal Capacity at Annexure-V.

(e) Undertaking Regarding Debarment/Blacklisting at Annexure-XIII.

(f) Details of the Bidder Company at Annexure-VII.

(g) Bidder Organization's other details at Annexure-VIIA.

(h) Financial Capacity of the Bidder at Annexure-VIII.

(ii) Financial Bid ("Finance")

As part of the Financial Proposal, the Bidder shall submit the following information in the format attached in this RFP at Annexure–IX

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

5.5 The bidders are allowed to submit their proposals either online or offline. In the case of

offline submission, the proposals should be submitted in two separate sealed envelopes. The technical bid proposal envelope must carry the title on top of the envelope "Technical Bid", RFP for Selection of Airline Operator (BBI-DXB-BBI), Tender Ref-XXX. Similarly, the Commercial proposal envelope must carry the title on top of the envelope "Financial Bid", RFP for Selection of Airline Operator (BBI-DXB-BBI), Tender Ref-XXX" and the same can be sent to the undersigned by Registered Post or dropped in the designated drop box placed at the DoA at BPI Airport.

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

5.7 The Client reserves the right to modify the procedure for submission of Proposals at a later stage of the Selection Process, if needed.

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

6. Cost of Proposal (Processing Fee)

6.1 Non-refundable processing Fees with online mode for Rs. 10,000/- (Rupees Ten Thousand only) plus 18% GST to be furnished by the bidder along with the technical proposal. Proposals without the requisite Proposal Document cost shall be treated as non-responsive and rejected. Those who are submitting offline proposals may submit the processing fee by way of a Demand Draft along with the EMD amount.

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

6.3 The Bidders are expected to examine all instructions, forms, terms, and conditions in this RFP before submitting their 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.

7. Proposal Due Date

Proposals should be uploaded/submitted before 17:00 hours IST on XX/XX/2026 in the

manner and form as detailed in this RFP.

8. Late Proposals

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

9. Validity of the Proposal

Qualified Proposals shall remain valid for a period of 180 Days from the Proposal Due Date.

10. Bid Security/Proposal Security

The bidder shall pay a bid security amount of Rs. 10,00,000/- (Rupees Ten lakhs only) through e-procurement portal or through demand draft at the time of bid submission for online submission.

Those bidders who are submitting their proposal offline, may submit a demand draft for Rs. 10,00,000/- (Ten lakhs) in favor of Director of Aviation, Government of Odisha, payable at Bhubaneswar.

11. Criteria for Evaluation

11.1 Proposals received complete in all respect from the authorized Airline Service Providers under this RFP shall be evaluated, and the Airline operator shall be chosen, as per this RFP. The eligible proposal for Selection of Airline Operator for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy shall be evaluated based on Least price Quoted for the round trip (Bhubaneswar-Dubai-Bhubaneswar). In case of a tie situation during the opening of the financial bids, the Committee formed to finalize this tender will take appropriate steps to break the deadlock situation.

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

11.3 Notwithstanding anything to the contrary contained in this RFP, the Client may, at its sole discretion, waive any minor infirmity, non-conformity, or irregularity in a proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, 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 or conditionality 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 Airline operator's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders, who are presenting responsive Proposals.

11.4 Evaluation Criteria

Technical Scrutiny (Cover A)
Verification of AOC, Fleet, Financial Net Worth, EMD.
Pass/Fail qualification against mandatory criteria.

Step 2: Financial Opening (Cover B)
Financial bids opened ONLY for Technically Qualified Bidders.
Evaluation based on Lowest Subsidy rate Requested per Round-Trip (Bhubaneswar-Dxb-Bhubaneswar)

Step 3: Award of Contract
Selection of L1 Bidder & Issue of Letter of Award (LoA).
Signing of Agreement & submission of 5% Performance Security

The tender shall be awarded to the bidder who is technically qualified and Quotes the Lowest Subsidy price for the round trip (Bhubaneswar-Dxb-Bhubaneswar)

Evaluation Process

a. The financial proposals of the bidders qualifying the technical evaluation only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial bid will be announced during the meeting.

b. The Lowest price Quoted for the round-trip Bhubaneswar-Dubai-Bhubaneswar will be selected.

c. If two or more Bidders Quote the same price for round trip then the Bidder offering the higher seating capacity Aircraft, younger fleet age and higher audited net worth will be selected.

12. Client's right to accept any proposal or to reject any proposal

12.1 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 Bidder or Bidders and shall not have any obligation to inform the affected Bidder or Bidders of the grounds for Client's action.

12.2 In case, it is found during the evaluation for Selection or at any time before signing of the contract agreement or after its execution and during the period of subsistence thereof, that:

12.3 The Bidder has made material misrepresentation, or and

12.4 Has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Airline operator and if the State Air Support agreement has been entered into with the Airline operator, the Client may terminate the contract agreement, by a communication in writing by Client to the Bidder/Airline operator. The Client shall not be liable in any manner whatsoever to the Bidder/Airline 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.

12.5 Client reserves the right to verify all statements, information, and documents submitted by any Bidder. Failure of the Client to undertake such verification shall not relieve the Bidder

of its obligations or liabilities hereunder nor will it affect any right of Client hereunder.

12.6 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 Bidders. While the Proposals are under consideration, Bidders 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

13.1 After the determination of the Airline Operator, the Client shall enter into a State air support agreement with the Airline Operator. The Airline Operator, as the case may be, shall not be entitled to seek any deviation, modification, or amendment in the agreement thereafter.

13.2 Client shall issue a letter of award (the "Letter of Award" or "LOA") in duplicate, to the Airline operator after its selection, and the Airline operator shall, within Ten (10) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

13.3 The Airline operator will enter into a state air support agreement with the Client for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy, within 30 days from the date 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.

13.4 At the time of signing the State air support agreement, the Bidder will be required to submit a Performance Security (Performance Guarantee) in the format as provided in Annexure-X to the Client, to align with practice, an amount equivalent to 5% the first year's annual Subsidy as per the rate quoted .The Performance Security shall be furnished within the period prescribed in the LoA, shall remain in force during the entire subsistence of the State air support agreement and for 6 (six) months thereafter, and shall be kept valid by timely renewal failing which it shall be liable to be encashed.

13.5 Performance Guarantee(s) will be returned by the Client to the Airline operator upon expiry

of the State air support agreement. Performance Guarantee submitted initially can be renewed on yearly basis till the State air support agreement is in force.

14. Consequences of Default in Services

Any default in service as indicated in this document and/or the State air support agreement shall enable the Client to terminate the State air support agreement upon which the Airline Operator shall not be entitled to full reimbursement of its dues if any, apart from revoking performance guarantee and taking other penal actions as per the State air support agreement.

The Operator shall maintain the agreed service levels and shall be liable for deductions, liquidated damages, suspension, recovery or termination as applicable.

To ensure operational reliability, the selected airline operator shall adhere to the following service criteria:

Operational Parameter	SLA Benchmark Standard	Penalty for non-compliance
Monthly Completion Factor	Minimum 90% completed flights.	a) 5% deduction from total monthly subsidy payment due if completion drops between 80%–89%. b)10% deduction from total monthly subsidy payment due if completion drops between 70%–79% c)15% deduction from total monthly subsidy payment due if completion drops between 60%–69% d)25% deduction from total monthly subsidy payment due if completion drops below 50%

Operational Parameter	SLA Benchmark Standard	Penalty for non-compliance
On-Time Performance (OTP)	Minimum 90% OTP within 15 minutes of published schedule. (within 15 minutes of scheduled time, excluding air traffic control or weather delays)	a) 2% monthly Subsidy deduction for Delay 15 Min to 30 Min. b) 5% monthly Subsidy deduction for Delay 15 Min to 30 Min. c)10% monthly Subsidy deduction for Delay more than 30 Min.

The Operator shall keep a backup aircraft to support operational reliability. No penalty shall apply to a flight cancelled under the Force Majeure.

15. Payments By DoA

The Viability subsidy payable by the Authority shall be determined on the basis of eligible completed round trips as per the Quoted rate accepted in the Financial Bid, subject to the SLA deductions, liquidated damages, and other contractual adjustments. The Airline Operator shall share the monthly revenue information, and any other data which is relevant for the billing purpose within 10 working days of the immediate month. Subsequently, the Authority has to release the payment within 30 calendar days. All Subsidy payments shall be accounted for on a monthly basis. The Operator shall submit monthly claims supported by flight logs, ATC/AAI-certified departure and arrival records, passenger manifests, cancellation records and other documents required by the Authority.

15.1 The performance guarantee submitted by the Airline Operator shall remain with the DoA until the end of the tenure stipulated in the signed State air support agreement.

16. Indemnity

The Airline operators shall indemnify, defend, save, and hold harmless the Client and its officers, servants, agents, Government Agencies and Department 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 Airline operator of any of its obligations under this Agreement or of any defect or deficiency in the provision of services by the Airline operator or from any negligence of the Airline operator under contract or on any other ground what so ever, 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. Force Majeure

17.1 The Airline 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").

17.2 No event or circumstance and/or no combination of events and circumstances shall be treated as a "Force Majeure Event" unless it satisfies all the following conditions,

- Materially and adversely affects the performance of an obligation;
- The situation is beyond the reasonable control of the Airline operator;
- The Airline operator could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care; and
- Does not result from the negligence or misconduct of the Airline operator or its failure to perform its obligations hereunder.

17.3 A 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.

- Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- 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 Airline operator or any Affiliate of the Airline operator or any sub-contractor of the Airline operator or any of their respective employees,

servants or agents;

- 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 Airline operator.;
- Any effect of the natural elements, including epidemic or plague, lighting, fire, earthquake, heavy rains, tidal wave, flood, storm, cyclone, typhoon or tornado;
- Explosion, war, epidemic.

18. Procedure for Force Majure

18.1 If the Airline operator claims relief on account of a Force Majeure Event, it shall, immediately on becoming aware of the Force Majeure Event, provide notice detailing the following:

- The Force Majeure Event(s) that has occurred
- The obligation(s) affected;
- The dates of commencement;
- The manner in which the Force Majeure Event(s) affects its ability to perform its obligation(s) under this Agreement; and
- The nature and extent of relief sought if any,

18.2 The Airline operator shall not be able to suspend or excuse the non-performance of its obligations hereunder unless the notice described in Clause 19.1 is given.

18.3 Upon delivering the notice of the occurrence of a Force Majeure Event, the Airline operator shall have the right to suspend the performance of the obligation(s) affected. The Airline Operator, to the extent prevented from performing its obligations under this Agreement due to the Force Majeure Event, shall be excused from performance. The excuse from performance shall be limited to the scope and duration reasonably warranted by the Force Majeure Event.

18.4 The time granted for the performance of any obligation or compliance and the exercise of any right by the Airline 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 Airline operator to achieve the level of activity prevailing before the event of Force Majeure Event.

18.5 The Airline operator shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.

18.6 The DoA shall, if it wishes to dispute the claim, give a written notice of dispute to the Airline 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 DoA shall be deemed to have accepted the validity of the claim. If the DoA disputes a claim, the Parties shall follow the procedures set forth in the Dispute Resolution clause regarding dispute settlement.

18.7 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 Airline operator to achieve the level of activity prevailing before the event of Force Majeure Event.

18.8 Mitigation: The Airline operator shall take all reasonable steps to prevent, reduce to a minimum, and mitigate the effect of such Force Majeure Event. The Airline 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 DoA of the same in writing.

19. Dispute Resolution

19.1 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.

19.2 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 an amicable settlement within a period of 30 (thirty) days.

20. Arbitration

20.1 Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by reference to arbitration through an Arbitral Tribunal comprising of a 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.

20.2 The place of arbitration shall be Bhubaneswar, Odisha in India and the language of the arbitration shall be English.

20.3 The arbitration award (the "Award") shall be final and binding on both parties. Both the Airline operator and the DoA undertake to promptly carry out any decision or Award issued by the arbitrator(s) without undue delay.

20.4 The Airline operator and Department agree that an Award may be enforced against the Airline operator and the DoA as the case may be.

20.5 This Agreement and the 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 Bidders shall not be disclosed to any person, who is not officially concerned with the processor and 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

22.1 Bidders are encouraged to submit their Proposals after due diligence and ascertain for themselves the feasibility of the services being offered by them. It shall be deemed that by

submitting a Proposal, the Bidder has:

22.2 made a complete and careful examination of this RFP, and all other information provided by the Client and understood the exact requirement of the client;

22.3 received all relevant information requested from the Client;

22.4 satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal and complying with its obligations.

22.5 acknowledged that it does not have a Conflict of Interest.

23. Verification and Disqualification

23.1 The Client reserves the right to verify all statements, information and documents submitted by the Bidder pursuant to this RFP and the Bidder 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 Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client hereunder.

23.2 The Client may disqualify a Bidder if it finds at any time that:

The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation; or the information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete.

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

24. Clarification

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

24.2 Bidders 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.

24.3 The Client shall endeavor to respond to the questions raised or clarifications sought by the Bidders. 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.

24.4 At any time prior to the Proposal Due Date, Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify this RFP and/or the draft State air support agreement by issuing an amendment.

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

24.6 In order to allow Bidders 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 the 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". Any such addendum will be binding on all the bidders. To give bidders 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 the Civil Court of Bhubaneswar only, within the State of Odisha.

27. Language of Proposal

The Proposal prepared by the Bidder, as well as all correspondence and documents relating to the Proposal exchanged by the Bidder and Client, shall be written in the English language. Any printed literature furnished by the Bidder 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 Bidder, in which case, for purposes of interpretation of the Proposal, the translation shall prevail.

SCHEDULE–I

Terms of Reference (TOR)

Selection of Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy

(a) Project Background.

Odisha seeks to strengthen international air connectivity between the State capital Bhubaneswar and Dubai. The proposed operations are intended to support business, government, healthcare, tourism, education and passenger demand.

The Project comprises the mobilization and operation of an Aircraft with 180-seats or more on BBI-DXB-BBI sector under a State-supported subsidy framework. The Operator shall undertake all operational, regulatory, commercial and safety responsibilities required to deliver the service

(b) General Conditions of the Airline operator.

- Minimum 3 days operations per week
- Safe, reliable and passenger-focused operations.
- Compliance with DGCA, BCAS, AAI, airport and other Applicable Laws.
- Transparent reporting of schedules, cancellations, passenger manifests and operational performance.
- Adequate backup aircraft / contingency arrangements.
- Timely submission of Subsidy claims with complete supporting evidence.

(c) Roles and Responsibilities of the Parties

Operator	Authority
• Maintain AOC, aircraft, airworthiness, crew and operational approvals.	• Administer the procurement and contract in accordance with the RFP.
• Obtain route, airport, security and ground handling permissions.	• Coordinate, where appropriate, with State stakeholders and facilitate route development.
• Operate the scheduled service and maintain SLA benchmarks.	• Verify eligible Subsidy claims and make payments subject to deductions and approvals.
• Provide backup Aircraft	• Monitor performance, safety compliance and passenger service.

(d)Scope of Work of Airline

The selected Operator shall be responsible for end-to-end flight operations, ground management, regulatory compliance, and commercial management as detailed below:

1. Regulatory Approvals & Compliance

- Obtain and maintain a valid Air Operator Certificate (AOC) from the Directorate General of Civil Aviation (DGCA).
- Secure Bureau of Civil Aviation Security (BCAS) approvals for the operator security program, station security plans, and crew background clearances.
- Comply with Airports Authority of India (AAI) and local airport operator guidelines regarding slot allocation, parking, and terminal usage.

(e) Scope of Work of Client/Authority.

1. Procurement & Contract Administration.

- Agreement Execution: Issue the Letter of Award (LoA) to the successful bidder and execute the State Air Support Agreement.

2. Subsidy Verification & Payment

- Claim Verification: Review and verify monthly subsidy claims submitted by the airline operator against required supporting evidence (e.g., flight logs, ATC/AAI certified departure/arrival records, passenger manifests, and cancellation logs).
- Disbursement: Determine the viability subsidy based on eligible completed round trips and disburse payments within 30 calendar days of receiving required monthly revenue and operational data, subject to any SLA deductions or contractual adjustments.

3. Financial & Performance Guarantee Management

- Guarantee Custody: Hold and manage the 5% Performance Security / Bank Guarantee provided by the airline operator throughout the subsistence of the agreement.
- Extensions & Renewals: Evaluate operator performance for potential 12-month contract extensions or handle Right of First Refusal (RoFR) procedures in the event of fresh bidding.

(f) Contract Period.

The initial subsidy support period shall be for one year extendable by another 6 months subject to satisfactory performance at the sole discretion of the client.

Renewal: Notwithstanding the foregoing, DoA may, at its sole discretion and upon satisfactory performance of the Airline operator, grant a renewal of the Period for an additional term of 12 Months upon expiry of the initial term of One Year, on such terms and conditions as may be mutually agreed and recorded in writing through a supplementary/renewed State air support agreement. Such renewal shall be subject to:

(1) The Airline operator having met the minimum performance benchmarks, prescribed under this RFP and the State air support agreement;

(2) No Airline operator's event of default having occurred and subsisting during the preceding 5 Months and

(3) The Airline operator having duly discharged all its obligations under the State air support agreement. The Airline operator shall apply for such renewal not later than 6(six) months prior to the expiry of the initial contract Period, and the decision of DoA in this regard shall be final and binding.

(g) Right of First Refusal: Where DoA initiates a fresh bidding process for the Site(s) on or before expiry of the contract Period, the incumbent Airline operator shall be granted a Right of First Refusal to match the first-ranked bid, provided its own bid is within 15% (fifteen per cent) of the most competitive bid received and no event of default has occurred during the preceding 5 Months in the manner provided in the State air support agreement

(h) Performance Security revision: The Performance Security/Performance Guarantee shall be kept valid at all times during the subsistence of the State air support agreement and for 6 (six) months thereafter

ANNEXURE – I

Instruction to Bidders

1.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (https://tendersodisha.gov.in/nicgep/app) is a one-time activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder or their authorized Agency where the DSC holder shall be the duly Authorized Signatory of the Bidder.

1.2 The tender documents shall be available on the state e-procurement portal (https://tendersodisha.gov.in/nicgep/app) and the website of DoA (https://ct.odisha.gov.in/tenders). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded. The Tender Paper Fee shall have to be paid through online or by way of Demand draft, unless exempted to be paid by the competent authority.

1.3 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. In case of a company, the Power of Attorney should be accompanied with the copy of board resolution. The format for the Power of Attorney is given in Annexure III of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.

2. Tender Paper Fee

2.1.1 The Bidder shall pay to DoA a non-refundable amount ("Tender Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee

is also indicated in the Data Sheet.

2.1.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

2.2 Bid Security Payment

2.2.1 Bidders as part of their Techno-Commercial Bid shall have to submit a Bid Security Payment; the amount of the Bid Security Payment is indicated in the Data Sheet.

2.2.2 Mode of Payment:

The Bid Security Payment shall be payable online on the e-tender portal of Government of Odisha (https://tendersodisha.gov.in/nicgep/app) or by way of Demand Draft in case the proposals are submitted offline.

For the avoidance of doubt, it is clarified that DoA shall not be liable to pay any interest on the Bid Security Payment so made and the same shall be interest free.

2.2.3 Return of Bid Security Payment

The Bid Security Payment of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The Bid Security Payment of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the Bid Security Payment shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha or return of Demand Draft which has been submitted with the offline proposals.

2.2.4 The Bidders, who are exempted to deposit Bid Security Payment due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Bid Security amount

claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

2.2.5 The Bid Security payment of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Guarantee.

2.2.6 Forfeiture of Bid Security Payment: The Bid Security payment shall be forfeited and appropriated by DoA as a genuine pre- estimated compensation and damages payable to DoA for, inter alia, the time, cost and effort of DoA without prejudice to any other right or remedy that may be available to DoA hereunder, or otherwise, under the following conditions:

i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;

ii) if the Selected Bidder fails to acknowledge and return to DoA a signed copy of the LoA or Agreement within the timeframe allowed by DoA

iii) if the Selected Bidder fails to submit the Performance Guarantee within the time frame allowed by DoA

iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period.

v) If the Bidder has otherwise committed any breach of the terms of this Bid document;

vi) in case the Selected Bidder, does not comply with the requirements of the Financial Bid

vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Financial Bid of the Bidder;

2.2.7 In case of cancellation of the tender before bid opening date and time, the Bid Security shall be refunded to respective Bidder's account.

2.3 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender)

shall not be considered by DoA The responses to the queries received shall be published by DoA on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

2.4 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, DoA may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amount of time to take into account such corrigendum / amendment, DoA shall at its own discretion also extend the Bid Due Date.

2.5 Extension of Bid Due Date: DoA shall at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.

2.6 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

i) made a complete and careful examination of the tender documents;

ii) received all relevant information requested from DoA;

iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of DoA relating to any of the matters related to this tender or otherwise;

iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with DoA) and performance of all of its obligations thereunder;

v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for

performance of its obligations, loss of profits etc. from DoA;

vi) agreed to be bound by the undertakings provided by it under and in terms; and DoA shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by DoA

2.7 Right to accept or reject any/all bids: Notwithstanding anything contained in the Bid document, DoA reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further DoA reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for DoA's action. Decision of DoA shall be final and binding in this regard. DoA reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

2.8 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

2.9 Bid to be submitted by Bidders: The bid can be submitted in two modes such as online and offline and bid shall consist of Techno-Commercial Bid and the Financial Bid.

Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should

consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Financial Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

1.2.1.1 Documents Supporting Eligibility Criteria (Refer Annexure XII & XIIA)

1.2.1.2 Techno-Commercial Bid checklist as per Annexure VI and IX

1.2.1.3 Other documents may be required

Financial Bid: The Financial Bid shall be submitted on the e-tender portal of the DoA of Odisha as per the Financial Bid format in Annexure IX. Similarly, those who opt for submitting offline proposals may submit their bid documents physically as detailed in point No. 6.9 of the RFP document.

2.10 Material deviation

Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

2.10.1 The Techno-Commercial Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this tender document.

2.10.2 The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document.

2.10.3 It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);

2.10.4 The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).

2.10.5 The Techno-Commercial Bid or Financial Bid submitted by the Bidder is conditional or qualified.

2.10.6 The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.

2.10.7 It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document. DoA may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission. The DoA may request that the Bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of DoA by the date specified therein, may result in the rejection of its Bid. DoA, however, is not bound to waive such non-conformity.

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

2.12 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.

2.13 Evaluation of Techno-Commercial Bids:

The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations, objections, conditionalities or reservations.

A Techno-Commercial Bid which is not substantially responsive, may be rejected by DoA, and may not subsequently be made responsive by the Bidder by correction of the material deviations.

If required, DoA may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The concerned Officer inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Financial Bid shall be sought, offered or permitted, nor shall the documents sought be related to the Bid Security Amount. No. modification of the bid or any form of communication with DoA or submission of any additional documents, not specifically asked for by DoA will be allowed and even if submitted, they may not be considered by DoA

The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria and other requirements of the tender, such as submission of all the requisite documents.

The Techno-Commercial Bids which fulfill the above criteria shall be evaluated Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid.

2.14 Opening and Evaluation of Financial Bids

2.14.1 The date and time of opening of the Financial Bids shall be communicated to the technically qualified Bidders only in writing by e-mail. The Financial Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Financial Bid.

2.15 Selected Bidder: The Bidder ranked first (H-1) on the basis of the Lowest Rate Quoted for the round trip (Bhubaneswar-Dubai-Bhubaneswar) shall be the Selected Bidder. The DoA shall issue an LoA to the Selected Bidder. The Selected Bidder shall acknowledge and accept the LoA by returning a signed copy within 10 (ten) days of its issue, failing which the issued LoA may be cancelled and the Bid Security of the Selected Bidder shall be forfeited by DoA In such a case, DoA reserves the right to approach the next-highest ranked technically qualified Bidder and offer such Bidder the opportunity to match the first-ranked Bidder's Quoted Rate for round trip.

Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the identical Financial Bids, the Bidder with the highest Technical Qualification shall be considered as the Selected Bidder based on the annual turnover, more seating capacity Aircraft and fleet age.

2.16 Signing of Agreement: Within 30 (thirty) days of receipt of the signed copy of the LoA, the State air support agreement shall be signed by the Selected Bidder, failing which the LoA shall be cancelled by DoA In such a case, DoA reserves the right to approach the next-highest technically qualified Bidder and offer such Bidder the opportunity to match the first-ranked Bidder's Quoted rate for round trip (Bhubaneswar-Dubai-Bhubaneswar)), and on acceptance of the same, issue a fresh LoA to such Bidder and proceed accordingly. Upon signing of the State air support agreement, the Selected Bidder shall be considered to be the "Successful Bidder".

2.17 Performance Guarantee: An Amount equal to 5% of the total Annual Subsidy based on the Quoted rate of the bidder. The Selected Bidder shall submit the Performance Guarantee at the Office of DoA before signing the State air support agreement. Performance Guarantee shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure X or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Guarantee in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Guarantee shall be furnished for an amount equal to 5% of the total Annual Subsidy based on the Quoted rate of the bidder and shall be kept valid, by timely renewal, at all times during the entire Contract Period (i.e. the initial one year and, where granted, the further renewal term of 12(Twelve) Months and for a period of 6 (six) months thereafter. The Performance Guarantee may be furnished on a year-to-year basis valid for each Accounting Year, provided that the Airline operator shall, before the expiry of the then-current Performance Guarantee, extend or replace it for the subsequent Accounting Year. Upon intimation from DoA to commence the subsequent Accounting Year's operations, failing which the Performance Guarantee shall be liable to be encashed. The Performance Guarantee shall be released after a period of 60 (sixty) days following the successful expiry or earlier termination of the State air support agreement and the discharge of all obligations of the Airline operator (including the transfer/divestment and defects-liability obligations), as evidenced by the issue of the relevant completion/transfer certificate by the designated officer/key contact of DoA for this contract.

ANNEXURE – I A

3. Additional Instructions to Bidders

3.1.1 A pre-bid meeting shall be organized by DoA; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform DoA by email (Refer Data Sheet), along with the names and email IDs of the officials/ representatives of the Bidder who would be attending the meeting, at least 3 (three) working days before the pre-bid meeting. DoA shall then send the invite for the pre-bid meeting to the email-IDs that DoA would be receiving. The bidders will have the option of joining online and offline pre bid meeting.

3.1.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

3.1.3 The Bidder should share the list of queries before the pre-bid meeting as per Annexure XI.

ANNEXURE – I B

4. General Information on E-tendering process

4.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e- procurement portal. Offline bid can be submitted in sealed envelopes at the DoA as detailed in the RFP document.

4.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.

4.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of Bid Security amount and cancellation/termination of contract/Agreement.

4.4 Procedure for bid submission and payment of Tender Paper Fee and Bid Security amount

4.4.1 Log on to e-procurement portal: The Online Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

4.4.2 Uploading of the Techno-Commercial Bid and the Financial Bid: The Bidders have to upload the required Techno-Commercial Bid and the Financial Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.

4.4.3 Payment of Tender Paper Fee and Bid Security: Tender Paper Fee and Bid Security shall be

paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary. Only those Bidders who successfully remit their Bid Security on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure. Alternatively, the bidder can submit their bid in physical form along with the tender fees and EMD before the due date in sealed envelopes and to be dropped at the drop box placed at DoA for this purpose.

4.4.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

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

4.4.6 Settlement of Bid Security payment on submission of bids: The Bank will remit the Bid Security payment cancellation of bids to respective Bidder’s account as per direction received from Tender Inviting Authority through e-procurement system.

4.4.7 Forfeiture of Bid Security Payment: The forfeiture of Bid Security payment on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the Bid Security Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the Bid Security value from the Pooling Account to the registered account of the Tender Inviting Authority, i.e. DoA

4.5 Financial Bid: The Financial Bid containing the bill of quantity will be in Excel format (or

any other format) and will be uploaded by DoA during tender creation. This will be downloaded by the Bidder and will be used to quote the Financial Bid, exclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Financial Bid of the Bidders will have no conditions. The Financial Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by DoA without any further reference to the Bidder.

4.6 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.

4.7 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of DoA with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of DoA

4.8 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated. If required, DoA may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dashboard under “Upload shortfall document/information” link or through email. However, no changes in the Financial Bid shall be sought, offered or permitted, nor shall the documents sought be related to the Bid Security the Tender Paper Fee. No modification of the bid or any form of communication with DoA or submission of any additional documents which are not specifically asked for by DoA, will be allowed and even if submitted, they will not be considered by DoA Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents

within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents in the Upload Shortfall document section of the e-procurement portal or through email within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, DoA shall proceed to evaluate its Techno- Commercial Bid without any further reference to the Bidder.

4.9 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Financial Bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Financial Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of DoA with their Digital Signature Certificates. The Bidders may view the Financial Bid opening online remotely on their personalized dashboard under the link "Bid Opening (Live)" and can see the Financial Bid /BOQ submitted by all shortlisted Bidders.

4.10 A comparative statement of the Financial Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of DoA opening the Financial Bids and submitted to the competent authority of DoA for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Financial Bids were opened. In case of tie bids, the same shall be dealt with in terms of Annexure III clause 1.18.

4.11 Upon approval and completion of the due process of DoA, the Selected Bidder shall be issued the LoA. The LoA shall be sent through e-mail/registered/ speed post to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

ANNEXURE – II

Format of Covering Letter (to be issued by the Bidders)

To,

The Director of Aviation

Commerce and Transport Department, Government of Odisha

Government of Odisha

BPI Airport,

Bhubaneswar-751020

Sub: Selection of Airline Operator for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy

Dear Sir,

1. With reference to your RFP document dated [●], we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the DoA will be relying on the information provided in the Bid and the documents accompanying the Bid …….. and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our Selection of Airline Operator for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy
4. We are solely responsible for any consequence arising out of any misrepresentation made in our submission.

5. We shall make available to the DoA for any additional information it may find necessary or require to supplement or authenticate the Bid.
6. We acknowledge the right of the DoA to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

Name and designation of the authorized person signing the Bid-Securing Declaration Form:
Dated this ……. day of …….2026

(Signature)
(in the capacity of)
Duly authorized person to sign Proposal for and on behalf of…….
Company/Firm Seal

ANNEXURE III

Format for Power of Attorney

POWER OF ATTORNEY

(To be furnished with the Technical Bid)

Know all men by these presents, We_____(name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name),_____son/daughter/wife of___and presently residing at _____, who is presently employed with us and holding the position of_____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of Airline Operator for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy 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 State air support 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 the said RFP and/ or upon award thereof to us and/ or till the entering into the CONTRACT AGREEMENT with the Client.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in the exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in the exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS __DAY OF _____ 2025.

For_____Witnesses:

1.

2.

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE-IV

Transmission of Bank Guarantee Cover Message

<to be submitted by the applicant to BG issuing bank>

Date:

The Manager, (Bank),

(Branch)

Sub: Inclusion of Unique Identifier Code of Govt of Odisha while transmitting BG cover messages where beneficiary bank is [□] (IFSC- [□])

Dear Sir/Mam,

I/We, [□], request you to include unique identifier [□]in the field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-[□]).

Thanking You,

ANNEXURE-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

The Director of Aviation,

Commerce and Transport Department, Government of Odisha

Government of Odisha

BPI Airport,

Bhubaneswar-751020

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that [●] (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you, Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of [●]

(Signature)

(Name and designation)

ANNEXURE–VI

TECHNICAL BID FORMAT

To

The Director of Aviation Commerce and Transport Department,
Government of Odisha
BPI Airport Bhubaneswar-751020

Dear Sir,

Having examined the proposal documents, I/We the undersigned:

in conformity with the said proposal documents for the sums as specified in the price schedule contained in our financial proposal.for Selection of Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy

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 30 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.

We further acknowledge and undertake the following operational commitments:

(a) We are bidding for Selection of Airline Operator for International Operations from BPI Airport Bhubaneswar on Bhubaneswar-Dubai-Bhubaneswar sector with State Subsidy.

Dated this ……. day of…….2026

(Signature) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of …….

Company/Firm Seal

Registered name of the Applicant & contact details:

ANNEXURE VII

DETAILS OF THE BIDDER COMPANY

1. Name of the Airline /Directors:
2. Date of incorporation:
3. Certificate of incorporation:
4. Any other branches, locations:
5. Approvals of Regulators:
6. Memorandum of Association and Articles of Association:
7. Status of the entity (like a partnership, Pvt Ltd, Public Ltd) etc:

Signature of Applicant

Name & Designation

(Company/Firm Seal)

ANNEXURE VII A

Bidder Organization's Details

[Provide here a brief (max. 10 pages) description of the background and organization

Sl. No.	Description	Full Details
1.	Name of the Bidder:	
2.	Address for communication: Tel: Fax Email id:	
3.	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4.	Registration / Incorporation Details Registration No: Date & Year:	
5.	Local office in Odisha If yes, please furnish contact details	Yes / No
6.	PAN No, if applicable	
7.	GSTIN No, if applicable	
8.	Annual Turnover in last three years FY 22-23, FY 23-24, FY 24-25 Average Annual Turnover in last three Financial Years: (Audited Financial Statements to be enclosed)	
9.	Experience in Similar Assignment: • Number of years: • Total assignments: • Assignment completed in last [●] years: • Similar Assignments in last [●] years:	
10.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.	
11.	Self-Declaration on Potential Conflict of Interest	
	Any Award or Accreditation received	
12.	Any Other Relevant Details:	

Signature of Applicant

Name & Designation

(Company/Firm Seal)

ANNEXURE VIII

Financial Capacity of the Bidder

The Bidder shall provide a certificate from its statutory auditor in the format given below:
This is to certify that Net Worth of M/s [●] (Name of the Bidder) is [●], details as per the table below:

Sl. No	Description	Year 1	Year 2	Year 3
		Amount in Rupees or equivalent foreign currency as on Bid Submission Date		
1	Subscribed and paid-up equity			
2	Reserves			
3	Share allotment money already received			
4	Preference shares (including redeemable)			
5	Convertible debentures but excluding warrants			
6	Sub Total ((1)+(2)+(3)+(4)+(5))			
7	Revaluation reserves			
8	Miscellaneous expenditure not written off			
9	Accumulated losses			
10	Reserves not available for distribution to equity shareholders			
11	Subtotal ((7) + (8) + (9) + (10))			
12	Net Worth ((6) – (11))			

Signature of the statutory auditor of the Bidder:

Name of the Partner:
Name of the statutory auditor firm/company:

ANNEXURE–IX

FINANCIAL BID FORMAT

To

The Director of Aviation Commerce and Transport
Department, Government of Odisha
BPI Airport , Bhubaneswar-751020

Dear Madam,

I/We the undersigned, offer to Operate 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy

Quoted Round Trip Rate (Bid Parameter)

The Bidder shall quote the round-trip rates (exclusive of applicable taxes/GST). The quoted rates shall be filled online in the BOQ on the e-procurement portal

Description	Amount
Subsidy per completed round trip (Bhubaneswar-Dubai-Bhubaneswar) – figures	₹ _____
Subsidy per completed round trip (Bhubaneswar-Dubai-Bhubaneswar) – words	Rupees _____ only
GST	As applicable under the RFP / Applicable Laws

The quoted rates shall be exclusive of applicable taxes/GST. The rates shall be filled online in the BOQ (Bill of Quantities) on the e-procurement portal;

The quoted rates shall be fixed and firm during the entire period of contract.

Note: Payment is strictly as per tender conditions.

Signature and seal of the Applicant:_____

Name :

Designation :

Company/Firm :

Date :

Signature of the Bidder with seal

ANNEXURE–X

PERFORMANCE GUARANTEE FORMAT

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

(On Requisite Stamp Paper)

To

The Director of Aviation,
Commerce and Transport Department, Government of Odisha
BPI Airport,
Bhubaneswar-751020

1. In consideration of the DoA (hereinafter called "Client"), acting as the Implementing Agency on behalf of the State Government of Odisha having notified [insert name of the Selected vendor] as the proposed Selected Vendor and having invited [insert name of the Vendor] to execute the Selected Contract Agreement between..... and(hereinafter "STATE AIR SUPPORT AGREEMENT") for the appointment of Airline operator for Selection of Airline Operator for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy [insert name of the Vendor] has agreed to submit to the Client an unconditional and irrevocable bank guarantee for Rs. ..... (Rupees.....only) for the performance of obligations of the Vendor in accordance with the terms and conditions contained in the STATE AIR SUPPORT AGREEMENT.

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

3. 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 Vendor. 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).

4. We, the said Bank, further undertake to pay to the DoA any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unconditional.

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

6. 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 STATE AIR SUPPORT AGREEMENT and that it shall continue to be enforceable, till all the dues of the Client under or by virtue of the said STATE AIR SUPPORT 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 STATE AIR SUPPORT AGREEMENT have been fully and properly carried out by the said Vendor and accordingly this guarantee may be released/discharged.

7. 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 the terms and conditions of the said STATE AIR SUPPORT AGREEMENT or to extend the time of performance by the said Vendor 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 Vendor and to forebear or enforce any of the terms and conditions relating to the said STATE AIR SUPPORT AGREEMENT and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Vendor or for any forbearance or act of omission on the part of the Client or any indulgence by the Client to

the said Vendor or by any such act or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Guarantor.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the STATE AIR SUPPORT AGREEMENT.

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

   This guarantee shall be valid up to..... 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 of all our liabilities.

10. Under this guarantee shall stand discharged.

In the presence of: Dated this Day of

WITNESS Forand 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 Director of Aviation, DoA, for and on behalf of DoA, acting as the Implementing Agency on behalf of the State Government of Odisha

Signature _____

Name _____

Designation _____

Dated _____

Note: The date of validity is to be 12 months from the date of execution of the contract

ANNEXURE XI

Format for submitting Pre-bid Queries

Bidder to submit the pre-bid queries in following format in both pdf format as well as excel

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

Sl. No.	Page No.	Clause No.	Clause Description	Queries/ Suggestions

ANNEXURE XII

Relevant Experience of Bidder – Details of Flight Operations

Name of the Bidder:

Name of the Contact Person: Email ID:

Phone No:

Route / Project	Period	Aircraft	Frequency	OTP / Completion	Client / Subsidizing Agency

Signature & Seal

ANNEXURE XIII

Undertaking Regarding Debarment/ Blacklisting

I/We ..... (name and post of authorized signatory) on behalf of (Name of firm) do here by solemnly affirm and declare as follows:

1. Our firm is not restrained/ debarred/ blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.

2. None of Proprietor /Partners /Board Members /Directors of M/s (Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred/ blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.

3. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in the State of Odisha, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date:

[Signature and name of the authorized signatory of the firm]

Place:

Note: Above undertaking is to be given on company's letter head.

ANNEXURE XIV

INTEGRITY PACT

(To be executed on non-judicial stamp paper of Rs. 100 (Rupees One Hundred) or above and submitted along with the Bid)

This Integrity Pact (the "Pact") is made on this _____ day of _____, 20____ between the Government of Odisha, acting through the DoA (hereinafter referred to as the "DoA" / "Client" / "Principal", which expression shall, unless repugnant to the context, include its successors and assigns) of the One Part;

AND

M/s _____, a company/firm/entity incorporated/registered under the laws of India and having its registered office at _____ (hereinafter referred to as the "Bidder" / "Airline Operator", which expression shall, unless repugnant to the context, include its successors and permitted assigns) of the Other Part.

WHEREAS the Client intends to Select an Airline Operator for Operation of 180-seater Aircraft for Operation to and from Bhubaneswar on sector Bhubaneswar-Dubai-Bhubaneswar with State Subsidy and the Bidder is willing to participate in the said Bidding Process; AND WHEREAS the Client values full compliance with all applicable laws, rules, regulations and the principles of economic use of resources, fairness and transparency in its relationship with the Bidder, the Parties hereby agree as follows:

General: This Integrity Pact (the "Pact") is an essential part of the Bid/tender documents. It is a binding agreement between DoA (the "Principal") and the Bidder to avoid all forms of corruption by following a system that is fair, transparent and free from any influence or prejudiced dealings prior to, during and subsequent to the currency of the contract, with a view to enabling the Principal to obtain the desired services at a competitive price in conformity with

the defined specifications, and the Bidder to abstain from bribing or any corrupt practice in order to secure the contract.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: (a) no official of the Principal, personally or through family members, will, in connection with the tender for or the execution of the contract, demand, take a promise for, or accept, for self or any third person, any material or immaterial benefit which the official is not legally entitled to; (b) the Principal will, during the tender process, treat all Bidders with equity and reason, and will not provide to any Bidder confidential or additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution; and (c) the Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Prevention of Corruption Act, 1988, or if there be a substantive suspicion in this regard, the principal will inform its Chief Vigilance Officer and in addition can also initiate disciplinary action.

Section 2 – Commitments of the Bidder / Airline Operator

2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it, and in particular commits itself to the following:

(a) The Bidder shall not, directly or through any other person or firm, offer, promise or give to the principal or to any of its officials or to any third party any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind in connection with the award of the contract or the tender process.

(b) The Bidder shall not enter into any undisclosed agreement or understanding, whether formal or informal, with other Bidders. This applies in particular to prices, specifications, certifications,

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation, bid-rigging or collusion in the tender process.

(c) The Bidder shall not commit any offence under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita, 2023 (or any re-enactment thereof); further, the Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder shall, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract, and the details of any foreign principal or agent engaged.

(e) The Bidder shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

(f) The Bidder shall not bring any outside influence and shall not take recourse to any means or agency, other than the established statutory or contractual provisions, to derive any undue advantage.

2.2 The Bidder undertakes to demand from all sub-contractors a commitment in conformity with this Integrity Pact and shall submit such commitment to the principal before signing of the contract. The Bidder shall be responsible for any violation of the Integrity Pact by any of its sub-contractors.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression in violation of this Pact or in any other form so as to put its reliability or credibility into question, the principal shall be entitled to disqualify the Bidder from the tender process. If the Airline operator has committed such a transgression after award of the contract, the principal shall be entitled to terminate the State air support agreement. The principal shall also be entitled to debar or blacklist the Bidder/Airline operator from participating in future tenders of the principal for a period of up to 5 (five) years.

Section 4 – Compensation for damages

(a) If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the principal shall be entitled to forfeit and recover from the Bidder liquidated damages equivalent to the Bid Security/Earnest Money Deposit. (b) If the Principal has terminated the State air support agreement in terms of Section 3, or is entitled to do so, the principal shall be entitled to forfeit and encash the Performance Guarantee and to recover from the Airline operator all damages and losses suffered, in addition to any other rights and remedies available under the State air support agreement and Applicable Laws.

Section 5 – Previous transgression

The Bidder declares that no previous transgression occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach, or with any Central or State Government Department or Public Sector Enterprise in India, that could justify its exclusion from the tender process. If the Bidder makes an incorrect statement on this subject, it can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Sub-contractors

(a) The principal will enter into Pacts on identical terms with all Bidders and Contractors. (b) The principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions. (c) The Bidder(s) or Contractor(s) undertake(s) to procure from all sub-contractors a commitment in conformity with this Integrity Pact, and shall be responsible for ensuring compliance by such sub-contractors.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee, representative or associate of a Bidder, Contractor or Sub-contractor, which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform its Chief Vigilance Officer and take such further action, including criminal or legal action, as may be warranted under Applicable Laws.

Section 8 – Independent External Monitor(s)

(a) The principal may appoint a competent and credible Independent External Monitor (IEM) for this Pact, in consultation with the Central Vigilance Commission or Transparency International India, as applicable. (b) The IEM shall review independently and objectively whether and to what

extent the Parties have complied with their obligations under this Pact. (c) The IEM shall have the right of access, without restriction, to all project documentation of the principal and of the Bidder/Contractor/Sub-contractor relating to the contract, who shall provide such documents as may be asked for; the IEM shall treat such information and documents with confidentiality. (d) The IEM is not subject to any instructions by the representatives of the Parties, performs its functions neutrally and independently, and shall report to the Chief Vigilance Officer / Secretary, DoA (e) As soon as the IEM notices, or believes to notice, a violation of this Pact, it will so inform the management of the principal and request the management to discontinue or take corrective action.

Section 9 – Duration of the Pact

This Pact begins when both Parties have legally signed it. It expires for the Airline operator12 (twelve) months after the last payment under the State air support agreement, and for all other Bidders 6 (six) months after the contract has been awarded. If any claim is made or lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact, unless it is discharged or determined by the competent authority.

Section 10 – Other provisions

(a) This Pact is subject to the laws of India and the exclusive jurisdiction of the Courts at Bhubaneswar, Odisha. (b) Changes and supplements to this Pact need to be made in writing and signed by the duly authorised representatives of both Parties. (c) If the Bidder is a partnership firm, consortium or joint venture, this Pact must be signed by all partners, consortium members or their authorised representatives, and all such partners/members shall be jointly and severally bound. (d) This Pact shall be binding on the successors, permitted assigns and legal heirs of the Parties. (e) Should one or several provisions of this Pact turn out to be invalid, the remainder shall remain valid, and the Parties will replace any invalid provision with a valid one as close as possible in meaning to the original intent. (f) The Bidder confirms that it has read, understood and accepted the provisions of this Pact, and that this Pact forms part of its Bid.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact as of the day and year first above mentioned.

For and on behalf of the Bidder / Airline operator For and on behalf of the Client

(Signature, Name, Designation, Seal) (Signature, Name, Designation, Seal)

Witness 1: _____

Witness 2: _____

Witness 1: _____

Witness 2: _____