



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

**“Expression of Interest (Eoi) for Hiring of Aircrafts for use of
State Government”**

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

Expression of Interest (Eoi)

“HIRING OF AIRCRAFTS FOR USE OF STATE GOVERNMENT”

Government of Odisha, Commerce & Transport (Transport) Department desires to hire Aircrafts (9-19 passengers & 20-80 passengers) from **07.01.2023 till 29.01.2023** complying to all safety norms as prescribed by the DGCA. The Aircraft will be required for charter operation between Bhubaneswar & Rourkela. The hired aircraft will be stationed at Bhubaneswar.

Eligible and interested aircraft operators may download the Expression of Interest (Eoi) document which contains the details of the requirement from the following website of Government of Odisha and submit their offer,

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

Proposals complete in all respect should reach the undersigned latest by **05:00 PM on 29.12.2022**. Bids received after the above deadline shall be summarily rejected. The authority reserves the right to reject any or all the proposals without assigning any reason thereof.

Sd/-

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

DATA SHEET

Sl. No	Particulars	Details
1.	Name of the Client	Additional Secretary to Govt.-cum-Director of Aviation, Commerce & Transport (Transport) Department, Government of Odisha
2.	Method of Selection	Least Cost Selection
3.	Date of Issue of Tender	22.12.2022
4.	Submission of Pre-Proposal Query	23.12.2022
5.	Issue of Pre-proposal Clarifications	23.12.2022
6.	Due date/ Last date of receipt of proposal	29.12.2022 Time: 1700 Hrs
7.	Date of opening of Technical Proposal	29.12.2022 Time 1730 Hrs
8.	Due date of execution of contract agreement	05.01.2023
9.	Expected Date of Commencement of Assignment	07.01.2023
10.	Document Fee (Non-Refundable)	Rs. 10,000/- (Rupees Ten Thousand only)
11.	Queries to be addressed to	Director of Aviation, O/o Directorate of Aviation, Government of Odisha, BPI Airport, Bhubaneswar-751020 Tel. No: 0674-2394439 Email: transcivilaviation@gmail.com / orissa_aviation@yahoo.co.in
12.	Place of Opening of proposal:	5 th Floor Conference Hall, Kharvel Bhawan, Government of Odisha, Bhubaneswar 751001

EXPRESSION OF INTEREST (EoI)

Name of the Assignment: Expression of Interest (EoI) for“ HIRING OF AIRCRAFTS FOR USE OF STATE GOVERNMENT”

Government of Odisha, Commerce & Transport (Transport) Department is looking for Non-scheduled Operator for hiring of Aircrafts (9-19 passengers & 20-80 passengers) from **07.01.2023 till 29.01.2023** for use of State Government. The Aircraft will be required for charter operation between Bhubaneswar & Rourkela. The hired aircraft will be stationed at Bhubaneswar. The tentative flight requirement is at **Annexure-I**.

Additional Secretary to Government-cum-Director of Aviation on behalf of Government of Odisha (hereinafter called as "**Client**") invites suitable offer from interested non scheduled operators to conduct Expression of Interest (EoI) under a single bid system for the above purpose. However, the Client may, at its sole discretion, make modifications and amendments while issuing such notice.

Note:- A Bidder can apply for one of /both of 9-19 passengers Aircraft & 20-80 passengers Aircraft category.

2. ELIGIBILITY AND DISQUALIFICATION OF APPLICANTS

2.1 In order to be eligible for under this EoI,

- (a) Operations under this Proposal will be permitted for **Aircraft (9-19 passengers or 20-80 passenger) only**.
- (b) Bidding under the EoI shall be permitted only by the Non Scheduled operators which are eligible to qualify as designated NSOP holder approved by DGCA
- (c) The Selected Operator shall ensure that the aircraft offered is available on all days for operation during the Contract Period. The Selected Operator shall be obligated to commence Flight operations undertaking all the statutory clearance from the Airports and proposed route, within a period of 3 days from the issuance of Letter of Award unless any extension is granted by the Client. However, the Client may examine, from time to time, the above mentioned eligibility conditions and may issue appropriate guidelines/clarifications in this regard.

2.2 Only the entities satisfying the eligibility criteria set out in Section 2.1 of the EoI shall be eligible to make a Proposal under this EoI. An Applicant shall not be eligible to submit a Proposal under this EoI and shall be disqualified if:

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

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

3. SUBMISSION OF PROPOSAL

3.1 EoI documents will be available and downloaded w.e.f. **22.12.2022** in the Government of Odisha website “<https://tendersodisha.gov.in/nicgep/app>” and “<https://ct.odisha.gov.in/tenders-advertisement>”. Prospective Applicants are advised to go through procedure available on the website “<https://tendersodisha.gov.in/nicgep/app>” and also, get themselves acquainted to e-tender participation requirements as provided on the aforesaid website of the Client. The detailed information regarding e-tender procedures is at **Annexure-II**.

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

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

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

(i) Technical Bid (“Pre Qualification/Technical”)

(a) Technical Bid containing the Applicant’s Profile and its Technical Proposal in the format attached in this EoI at **Annexure-IV**

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

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

(ii) Financial Bid (“Finance”)

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

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

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

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

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

4. COST OF PROPOSAL (PROCESSING FEE)

4.1 Non-refundable processing Fees with online mode for **Rs. 10,000/-** (Rupees Ten Thousand only) is to be furnished by the applicant along with the technical proposal. **The details of online payment procedure are at Annexure II “Procedure for Electronic receipt, accounting and report of processing fee Deposit on submission of bid”**. Proposals without the requisite Proposal Document cost shall be treated as non-responsive and rejected.

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

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

5. PROPOSAL DUE DATE

Proposals should be uploaded before **17:00 hours IST on the 29.12.2022** in the manner and form as detailed in this EoI.

6. LATE PROPOSALS

The tender will close after the expiry of the time specified in Clause 5 above on the Proposal Due Date and, will not allow the Applicant to input or change any information afterwards.

7. VALIDITY OF THE PROPOSAL

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

8. BID SECURITY/PROPOSAL SECURITY

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

9. EVALUATION AND COMPARISON OF PROPOSALS

9.1 Complete proposals received under this EoI shall be evaluated, and the Selected Operator shall be chosen, in accordance with this EoI. **The proposal received with minimum cost for each passenger category (9-19 passenger and 20-80 passenger) shall be determined as the Selected Operator.** In case of a tie situation during opening of the financial bids, the committee formed to finalize this tender will take proper steps to break the deadlock situation.

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

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

9.4 Tests of responsiveness

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

- (a) it is received as per the formats as specified in this EOI ;
- (b) it is received by the Proposal Due Date including any extension thereof.
- (c) it is accompanied by the Power(s) of Attorney

(d) it contains all the information (complete in all respects) as requested in this EOI and/or documents accompanying the Proposal (in formats same as those specified);

(g) it does not contain any condition or qualification; and

(h) it is responsive in terms of the EOI and the terms of this EOI.

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

10. CONTRACT NEGOTIATION

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

11. CLIENT’S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS

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

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

(a) the Applicant has made material misrepresentation, or and

(b) has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Selected Operator, and if the contract agreement has been entered into with the Selected Operator, the Client may terminate the contract agreement, by a communication in writing by Client to the Applicant/Selected Operator. The Client shall not be liable in any manner whatsoever to the Applicant/Selected Operator. In such an event, Client shall forfeit and appropriate the Proposal Security and/or the Performance Guarantee, as the case may be, to the extent deemed appropriate by the Client, without prejudice to any other right or remedy that may be available to Client.

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

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

12. COMMUNICATION OF ACCEPTANCE AND EXECUTION OF AGREEMENT

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

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

12.3 The Selected Operator will enter into a contract agreement with the Client for operating the awarded Flights within **05.01.2023** or any extension as may be provided by the Client, failing which, the Letter of Award may be withdrawn by the Client.

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

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

13. CONSEQUENCES OF DEFAULT IN SERVICES

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

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

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

14. PAYMENT TO THE SELECTED OPERATOR

14.1 All payments shall be made in Indian Rupees.

14.2 No advance payment will be made to the Selected Operator for this service.

14.3 Payment will be made to the selected operator after completion of the service on receipt of actual invoice.

15. INDEMNITY

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

16. INSURANCE

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

17. FORCE MAJEURE

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

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

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

17.3 Force Majeure Event includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clause 17.2,

- (a) After the Commencement Date, if source & destination airport becomes unusable for flight operations by the Selected Operator, provided that the non-completion of the Airport shall not be construed as a Force Majeure Event;
- (b) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
- (c) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- (d) Nuclear explosion, radioactive or chemical contamination or ionizing radiation, unless the source or cause of the explosion, contamination, radiation or hazard happens due to any act of the Selected Operator or any Affiliate of the Selected Operator or any sub-contractor of the Selected Operator or any of their respective employees, servants or agents;
- (e) Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political but excluding strikes by the employees or personnel of the Selected Operator;
- (f) Any effect of the natural elements, including epidemic or plague, lightning, fire, earthquake, heavy rains, tidal wave, flood, storm, cyclone, typhoon or tornado;
- (g) Explosion (other than a nuclear explosion or an explosion resulting from an act of war);
- (h) Any event or circumstances of a nature analogous to any events set forth in paragraphs (a) to (g) of this Clause.

18. PROCEDURE FOR FORCE MAJEURE

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

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

18.2 The Selected Operator shall have the right to suspend the performance of the obligation(s) affected, upon delivery of the notice of the occurrence of a Force Majeure Event in accordance with sub-clause 18.1 above. The Selected Operator, to the extent it is prevented from performing its obligations under this Agreement, as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

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

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

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

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

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

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

19.2 Arbitration

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

(b) The place of arbitration shall be Bhubaneswar, Odisha and the language of the arbitration shall be English.

19.3 Arbitration Awards to be binding

- (a) The Selected Operator and Authority undertake to carry out any decision or award of the arbitrators (the "Award") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- (b) The Selected Operator and Authority agree that an Award may be enforced against the Selected Operator and the Authority as the case may be.
- (c) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

20. CONFIDENTIALITY

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

21. VERIFICATION OF INFORMATION

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

- (a) made a complete and careful examination of this EOI, the draft CONTRACT AGREEMENT, and all other information provided by the Client;
- (b) received all relevant information requested from the Client;
- (c) satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal and complying with its obligations under the CONTRACT AGREEMENT; and
- (d) acknowledged that it does not have a Conflict of Interest.

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

22. VERIFICATION AND DISQUALIFICATION

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

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

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

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

23. CLARIFICATION

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

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

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

23.4 At any time prior to the Proposal Due Date, Client may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify this EOI and/or the draft CONTRACT AGREEMENT by issuing an amendment.

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

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

24. AMENDMENT OF THE RFP DOCUMENT

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

25. LEGAL JURISDICTION

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

26. LANGUAGE OF PROPOSAL

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

HIRING OF AIRCRAFTS FOR USE OF STATE GOVERNMENT**Tentative schedule of flights**

Programme	Date
Positioning of Aircraft at BPI Airport, Bhubaneswar	06.01.2023
Commencement of flight operation in Bhubaneswar-Rourkela-Bhubaneswar route	07.01.2023
De-mobilisation of Aircraft	29.01.2023

- 2. Minimum of 10 trips between Bhubaneswar and Rourkela from 07.01.2023 to 29.01.2023 to be operated.**
- 3. Number of trips per day will be as per requirement of State Government**
- 4. The above dates and time are tentative and are subject to be change.**

INSTRUCTION TO THE APPLICANT FOR E-TENDER

1. Bid documents consisting of qualification information and eligibility criteria of applicants, plans, drawings & the schedule of quantities is available in the "<https://tendersodisha.gov.in>".

2. **PARTICIPATION IN THE BID IN THE E-PORTAL:** The Applicant intending to participate in the bid is required to register in the e-Portal with some information about the Company. This is a onetime activity for registering in Portal. During registration, the Applicant has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, eMudhra etc.

3. Applicant has to submit the relevant information as asked for about the Company. The portal registration of the applicant is to be authenticated by the State Procurement Cell after verification of online documents like valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC)/ GST Clearance Certificate (for procurement of goods) of the concerned applicant. The time period of validity in the portal is at par with validity of RC/ GST Clearance.

4. To log on to the portal the Applicant is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

5. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersorissa.gov.in will appear in the "Latest Active Tender" Section of the homepage. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the "Expression of Interest (EoI)" after which the same will be removed from the list of Active tenders. Any applicant can view or download the bid documents from the web site.

6. Standard procedure to uploading tender.

- First download the Tender form & Financial Bid (BOQ File). Read all Terms & conditions carefully.
- Fill up Tender form & collect all required documents. Scan all marked pages of the Tender form & documents as per annexure for Technical tender form separately.
- Uploading documents should be in PDF format only.
- The Scan copy of all marked pages required to be scanned and upload in PDF format.
- For Financial (Price) Bid: Please upload Financial bid (BOQ file)

7. In the E-Portal, an intelligent Financial bid in Microsoft Excel format shall be made available to the applicant. The applicant shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the applicant.

8. Applicants are to submit only the original BoQ (in .XIS format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion /

modification. Multiple BoQ submission by applicant shall lead to cancellation of bid. In case of item rate tender, applicants shall fill in their rates other than zero value in the specified cells without keeping it blank.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Banking arrangement:

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

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

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

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

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

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

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

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

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

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

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

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

6. Settlement of processing fee;

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

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

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

7. Role of the Banks:

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

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

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

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

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

10. Role of State Procurement Cell:

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

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

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

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

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

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

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

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

11. Role of National Informatics Centre :

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

12. Role of Cyber Treasury :

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

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

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

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

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

TECHNICAL BID FORMAT

To

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

Dear Madam,

Having examined the proposal documents, I/We the undersigned, offer to provide Aircraft (9-19 passengers and/or 20-80 passenger) for use of Government of Odisha from 07.01.2023 to 29.01.2023, in conformity with the said proposal documents for the sums as specified in the price schedule contained in our financial proposal.

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

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

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

Dated this _____ day of _____ 2022

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Company / Firm Seal

Applicant's Profile

- 1. Registered name of the Applicant & contact details:**
- 2. Name of the Operator:**
- 3. Date of incorporation:**
- 4. Certificate of incorporation:**
- 5. PAN and GST registration number:**
- 6. Non Schedule Operators Permit (NSOP) issued by DGCA with offered aircrafts endorsement into it:**
- 7. Certificate of Registration (C of R) issued by DGCA for aircrafts offered:**
- 8. Certificate of Airworthiness (C of A)/ Annual Review Certificate (ARC) issued by DGCA of offered aircrafts:**
- 9. Memorandum of Association and Articles of Association:**
- 10. Names of shareholders and percentage of shareholding and names of Directors on the Board except in case of publicly listed companies, names of public shareholders are not required:**
- 11. Detailed technical specification of the aircrafts to be offered for hiring. (Regd. No., Year of manufacture, Manufacturer's name, total flying hours completed in respect of the aircraft to be offered on hire)**

Signature of Applicant

Name & Designation

(Company/Firm Seal)

POWER OF ATTORNEY

(To be furnished with the Technical Bid)

Know all men by these presents, We _____ (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "**Hiring of Aircrafts (9-19 passengers and/or 20-80 passengers) for use of State Government**" including but not limited to signing and submission of all applications, Proposals and other documents & writings, and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts including the Operator Agreement ("CONTRACT AGREEMENT") and undertakings consequent to acceptance of our Proposal, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the award of Routes under the said EOI and/ or upon award thereof to us and/ or till the entering into of the CONTRACT AGREEMENT with the Client.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2022 .

For _____

Witnesses:

- 1.
- 2.

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

BID/PROPOSAL SECURITY DECLARATION

(To be furnished with the Technical Proposal)

To

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

Sub: Hiring of Aircrafts for use of State Government

Dear Madam,

In response to the Tender ID _____ dated DD.MM.2022 for EOI titled "**Hiring Of Aircrafts For Use Of State Government**", I/We, irrevocably declare as under: I/We understand that, as per tender clause Bid/Proposal Security, bids must be supported by a Bid Security Declaration In lieu of Bid/Proposal Security.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of 5 year from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

1. I am /We are in a breach of any of the obligations under the bid conditions,
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3. On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.
4. I/We or key personnel have been barred or blacklisted by any government agency or Client in India, the government of the jurisdiction of the Applicant where incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies;
5. I/We or our directors have been convicted of any offence in India or abroad
6. defaulted in payment of dues to any Government agencies in the past 12 months

Signature:

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

Dated this _____ day of _____ 2022

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Company/ Firm Seal

FINANCIAL BID FORMAT

To

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

Dear Madam,

I/We the undersigned, offer to provide Aircrafts For Use Of State Government from 07.01.2023 to 29.01.2023 in accordance to this EOI and our Financial Proposal is as follow,

Sl. No	Category	Hiring Charges in INR for one sector Bhubaneswar-Rourkela/ Rourkela-Bhubaneswar
1.	Aircrafts (9-19 passengers) for use of State Government	
2.	Aircrafts (20-80 passengers) for use of State Government	

***The hiring Charges shall be inclusive of all like Ground handling, RNFC, TNLC, Landing and takeoff charges, Airport user fee, taxes, etc. whatever applicable.**

*** The Operator can quote in one or both passenger category mentioned above.**

Signature and seal of the Applicant:_____

Name :

Designation :

Company/ Firm :

Date :

Performance Guarantee

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

(REFER CLAUSE 16)

(On Requisite Stamp Paper)

To

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

1. In consideration of the **Commerce & Transport (Transport) Department** (hereinafter called "Client"), acting as the Implementing Agency on behalf of State Government of Odisha having notified [*insert name of the Selected Operator*] as the proposed Selected operator and having invited [*insert name of the Selected Operator*] to execute the Selected Operator Agreement between and.....(**hereinafter "CONTRACT AGREEMENT"**) for the appointment of Selected Operator for hiring of Aircrafts for use of State Government, [*insert name of the Selected Operator*] has agreed to submit to the Client an unconditional and irrevocable bank guarantee for Rs.(Rupees.....only) for performance of obligations of the Selected Operator in accordance with the terms and conditions contained in the CONTRACT AGREEMENT.

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

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

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

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

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

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

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACT AGREEMENT.

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

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

In presence of: Dated this _____ Day of _____

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

1. Signature-----

Name & Designation_____

Authorization No. _____

2. Name & Place _____

Address of Branch of Bank -----

Telephone number-----

E-mail id -----

Bank's Seal

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

Signature _____

Name _____

Designation _____

Dated _____

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