



**Request for Proposal (RFP)**

**for**

**Appointment of an Agency as Policy Implementation Unit  
(PIU) for Odisha Civil Aviation Policy 2022**

**Commerce & Transport Department**

**Government of Odisha,**

**Bhubaneswar- 751001, India**

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**Website: <https://ct.odisha.gov.in/>**

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

**REQUEST FOR PROPOSAL (RFP)**

**APPOINTMENT OF AN AGENCY AS POLICY IMPLEMENTATION UNIT (PIU) FOR  
ODISHA CIVIL AVIATION POLICY 2022**

**RFP No. 3423**

Government of Odisha, Commerce & Transport (Transport) Department desires to appoint an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy-2022 for a period of **2 Year**.

Eligible and interested agencies/bidders may download the Request For proposal (RFP) 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 **03:00 PM on 21.04.2023**. 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**

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## Disclaimer

1. The Request for Proposal (RFP) is issued by **Commerce & Transport Department, Government of Odisha** or the “**Authority**”
2. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a Bidder may require. Neither Authority nor any of their officers; employees nor any of its advisors / consultants undertakes to provide any prospective bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each prospective bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
3. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making / submitting their Bids (technical and financial bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

7. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at any time during the Bidding Process.
8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure appointment of the bidder as Preferred / Selected Bidder.
9. 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 the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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.

## Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
2. Reference to any gender includes the other genders;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices, and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assigns;
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of the RFP documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents;
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement; and
13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

# 1 Information to Bidders

## 1.1 General Conditions

- 1.1.1 Bidders who wish to participate in online tender will have to procure / should have legally valid Digital Certificate as per Information Technology Act - 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India.
- 1.1.2 In case Bidders need any clarifications or if training required to participate in online tenders, they can contact Nodal officer of respective Department. Contact Details available on <https://tendersodisha.gov.in/nicgep/app?page=Home&service=page>
- 1.1.3 Bidders shall furnish all relevant information, as per the formats provided in the Request for Proposal (the "RFP").
- 1.1.4 Bids, as submitted by the Bidders, shall have a Bid Validity of 180 Days (or "Calendar Days") from the last date of Bid Submission. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid. The Authority will make its best effort to complete negotiations within this period. Should the need arise, however, the Authority may request Bidders to extend the validity period of their Bids.
- 1.1.5 Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bid, or in their confirmation of extension of validity of the Bid, Bidders could submit CV of new staff, being proposed in replacement, who would be considered in the final Consultancy Agreement, after the evaluation of the Curriculum Vitae (CV). Bidders who do not agree have the right to refuse to extend the validity of their Bids.

## 1.2 Clarification and Amendment of RFP documents

- 1.2.1 Bidders may request clarification on any of the points contained in RFP documents up to the number of days as indicated below. Any request for clarification must be sent in writing by paper, mail, facsimile, or electronic mail to the Authority's address as indicated. The Authority will upload response to all such requests received by it on the websites of 1) <https://ct.odisha.gov.in/> and 2) <https://tendersodisha.gov.in/>.
- 1.2.2 Queries, if any, proposed to be raised at the pre-bid conference by the Bidder/s should be submitted in writing (over email or a letter) least two (2) working days before the date of the Pre- Bid Conference to the Official as below:

Address:	To, The Principal Secretary to Govt., Commerce & Transport Department 5 <sup>th</sup> Floor, Kharavel Bhavan Bhubaneswar-751001
Email:	<a href="mailto:transcivilaviation@gmail.com">transcivilaviation@gmail.com</a> and <a href="mailto:ctsec.or@nic.in">ctsec.or@nic.in</a>
Phone number:	0674-2536857

- 1.2.3 A maximum of two representatives of each Bidder shall be allowed to participate on production of Authorization letter from the Bidder.
- 1.2.4 At any time before the submission of Bids, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP documents by amendment. Any such amendment shall be issued in writing through Corrigenda. Corrigenda shall be uploaded in <https://tendersodisha.gov.in/> and shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of Bids.

### 1.3 Bidding Schedule

#	Event	Key Date and Time
1	Issue of RFP (Bid) Document	22/03/2023 at 10:00 Hrs.
2	Pre-Bid Meeting	04/04/2023 at 15:00 Hrs
3	Last Date for Online Submission of Technical and Financial Bid	21/04/2023 upto 15:00 Hrs
4	Last Date for Submission of Physical Copy of Technical Bid	26/04/2023 upto 15:00 Hrs
5	Opening of Technical Bid	28/04/2023 at 15:30 Hrs
6	Presentation by the Bidders	Will be intimated to the Qualified Bidders
7	Opening of Financial Bids	Will be intimated to the Qualified Bidders
<p>Note: <b>For Queries related to e-tender</b></p> <p>Contact no. for confirmation of bid validation: <b>+91-7382080733</b></p> <p>Payment related Query: <b>+91-7205000695</b></p>		

### 1.4 Preparation of Bids

- 1.4.1 The Bidders are required to submit the Bid in two parts in two separate envelopes / parts and put together in one single outer envelope. The two parts shall be captioned as follows on the respective envelopes:

- a) Bid Processing Fee
- b) Part 2: Technical Bid (Original)

The Financial Bid needs to be submitted online on <https://tendersodisha.gov.in/> only

The Bid shall be written in English language only.

The Part-1 submission (Cover-1) shall contain in the following information as described in ensuing sections.

#### **PART 1: BID PROCESSING FEE** (as per details provided in RFP).

- 1.4.2 A copy of the online payment made towards the Bid Processing Fee to be submitted. Bids submitted without Bid Processing Fee shall be summarily rejected and will not be evaluated.



## **PART 2: TECHNICAL BID**

- 1.4.3 In preparing the Technical Bid, Bidders are expected to examine the submission documents/ format / enclosures etc., comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the Bid.
- 1.4.4 During preparation of the Technical Bid, Bidders must give particular attention to the following:
- a) The Bid evaluation is based on the parameters **as indicated in the Financial Bid Format** and not based on the number of professional staff months estimated by the Bidder. The estimated person-months for the Project to be provide by the Bidder in the formats would be for information purpose only.
  - b) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) must be submitted for each position and proposed professional staff must have the minimum experience as indicated in the Stage 3: Technical Bid Evaluation.
  - c) Reports must be in English language only.
  - d) It is desirable that the Key professional staff have sector acquaintance.
- 1.4.5 The Technical Bid must provide the following information, using but not limited to the formats as indicated below:
- **Form 1: Technical Bid Submission Form**
  - **Form 2: Format for Power of Attorney for Authorized Representative**
  - **Form 3: Bid Security Declaration**
  - **Form 4: Financial Summary of the Bidder**
  - **Form 5: Format for Letter of Undertaking**
  - **Form 6: Format for Showcasing Experience**
  - **Form 7: Team Profile**
  - **Form 8: Format for CV of Key Personnel**
- 1.4.6 The Technical Bid must not include any financial information.

## **PART 3: FINANCIAL BID – to be strictly submitted online only**

- In preparing the Financial Bid, Bidders are expected to take into account the requirements and conditions of the RFP documents. It should include all costs associated with the Project, including (a) remuneration to the staff and (b) rentals / fixed rates / reimbursable such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and surveys (market research, tourist, topography etc.), training, software license, etc. as components of this Project.
- 1.4.7 The Financial Bid should clearly identify and include all the taxes, duties, fees, levies and other charges imposed under the applicable law, on the Bidders, and their personnel, and include as part of their offer, and show only GST separately.
- 1.4.8 Bidders have to express the price of their services in the format as indicated in the sample format placed at **Annexure 1: Financial Bid Submission Form (to be submitted online only on <https://tendersodisha.gov.in/> website)**.

1.4.9 The cost of the project is output based (even though details in terms of man-months may be sought from the Bidders). The financial bid approved by the client is fixed and shall not be increased under any circumstances.

1.4.10 **Conditional Tenders / bids shall not be accepted.**

## 1.5 Submission, Receipt and Opening of Bids

1.5.1 The original bid shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initialed by the person who signs the Bids.

1.5.2 Each of the bids, along with their relevant enclosures should be bound, paginated, with an index of submission on the first page.

1.5.3 An authorized representative of the Bidder shall initial all pages of Technical Bid. The representative's authorization shall be in the form of a written power of attorney accompanying the Bid, or in any other form demonstrating that the representative has been duly authorized to sign.

1.5.4 The copy of the online payment made towards the Bid Processing Fee must be in one Envelope (Cover-1) and Technical Bid must be in another Envelope (Cover-2). The envelope must be clearly marked on top as "**Technical Bid**". **A soft copy of Technical Bid, in PDF format on pen drive, should also be placed in the cover containing the Technical Bid.**

1.5.5 The two separate envelopes containing the copy of Bid Processing Fee and Technical Bid (along with the presentation), should be placed in one cover and addressed to **Authority** (as per the given detailed address) and labelled the Project name clearly. The Bid shall be sent at the following address:

**To,**

**The Principal Secretary to Govt., Commerce & Transport Department  
5<sup>th</sup> Floor, Kharavel Bhavan  
Bhubaneswar-751001**

1.5.6 The completed Bids must be delivered / submitted on or before the submission time and date as stated in Bidding Schedule. The Authority shall not be responsible for misplacement, losing or pre-matured opening, if the outer envelope is not sealed and / or not marked as stipulated.

1.5.7 After the deadline for submission of Bids, the Technical Bid envelope shall be opened in the presence of the Bidders / their Authorized Representatives who choose to attend on the date and time indicated in the Bidding Schedule.

### **Important Note:**

- a. **Bidders are required to be upload Technical as well as Financial bid on <https://tendersodisha.gov.in/> website as per terms of this RFP.**
- b. **The complete set of the Technical Bid (including Annexures, Letters, various documentary proofs etc), as being uploaded by the Bidder shall also be submitted in the Hard copy, along with a copy of the same in a pen drive along with the Bid Submission.**
- c. **Financial Bids are to be uploaded on the website only as mentioned in the RFP.**
  - **The Financial Bid shall not be submitted with the Technical Bid. Submission of Financial Bid along with Technical Bid will lead to the disqualification of the Bidder.**

## 1.6 Bid Evaluation

1.6.1 The responsive bids shall be evaluated on a **Quality cum Cost Based Selection (QCBS)** with weightage given to Technical Bid and Financial Bid as detailed in RFP.

1.6.2 The following procedure shall be adopted in evaluating the bids:

### Stage 1: Test of responsiveness

1.6.3 Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this Tender. A Bid shall be considered responsive only if:

- It is received by the Bid due date including any extensions thereof.
- The Part-1 submission (cover-1) shall contain the copy of payment made online towards the Bid Processing Fee as defined under:
  - **Bid Processing Fee:** Bidder has to pay, as part of its submission a non-refundable Bid Processing Fee amounting to **INR. 5,000/-** (i.e. **Rupees Five thousand only**) in online mode. 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”*.
  - 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 **Form 3** of this RFP.
  - It does not contain any condition or qualifications, and it is not non-responsive in terms hereof

Responsive Bids, fulfilling the criteria as given above, shall be evaluated as per Stage 2 given below

**Note: Bidders must take utmost care that the submission made by them shall also adhere to the following:**

- It is signed, sealed, bound together and marked as stipulated in this Request for Proposal document.
- It is received as per the formats prescribed in the Section 3 – Technical Bid Forms of the Request for Proposal document.
- It contains information in formats same as those specified in this Request for Proposal document.
- It contains the necessary documentary proof as specified in the checklist mentioned in Request for Proposal document.

### Stage 2: PQ Evaluation

## 1.7 Pre-qualification Criteria

Bidders who comply with the following basic criteria are eligible for the participation in this tender.

1.7.1 The Bidder should be a **private / public limited company or partnership firm (including LLP)** and should be in existence in India for a **minimum period of ten years** as on the Bid Due Date. Individuals are not eligible to participate in this RFP.

- 1.7.2 The **Minimum Average Annual Turnover** for the Bidder from providing advisory / consultancy services in the last **3 years (2019-20, 2020-21 and 2021-22) should be INR 50.00 crores (Rupees Fifty Crores only)**.
- 1.7.3 The bidder should have successfully completed **at least two** of the following projects, in India as mentioned below. The projects, to qualify as eligible projects, must satisfy all the below mentioned criteria:
- I. **Project Type:** Advisory/ Consultancy services assignment covering advising Central/ State Government including bodies controlled by them and/ or International Govt./ International authorities / International Corporations and/ or multilateral/bilateral lending agencies (funding agencies) in infrastructure sector (which shall include Aviation, railways, logistics, urban transport, industrial corridors, roads, airports or ports) involving feasibility, transaction advisory, business plan, policy, Sectorial Policy/ Policy Implementation Unit (PIU), financial feasibility /project appraisal, financial modelling, project structuring or PPP transaction services, financial planning of project costing minimum of INR 50 Crore in terms of project cost or Minimum Assignment Fee of INR 40 lakh exclusive of taxes.
  - II. **Duration:** Projects should have been completed in the last 10 years (as on bid due date).

**Note: Decision of Authority towards adjudging eligible projects shall be final and binding on the bidders.**

- 1.7.4 The Bidder should not be blacklisted by any Government Department, Organization, Corporation, or any other body
- 1.7.5 Bids qualifying as per the PQ Criteria, given above, will be eligible for the next stage of evaluation, that is **Stage 3: Technical Bid Evaluation**.

### Stage 3: Technical Bid Evaluation

- 1.7.6 The Authority will carry out evaluation of Technical Bids, based on the point / marks system as specified in the Table below. Each pre-qualified bid shall be attributed a Technical Score. The Bidders are also required to give a presentation detailing various aspect as per the details included in the Table below. Marks out of 100 shall be awarded as per the Technical Bid Evaluation and the presentation before the Evaluation Committee. **The Technical Bid should score at least 60% marks to be considered responsive for Financial Evaluation.**
- 1.7.7 The combined Technical Qualification and presentation would carry marks as below:

#	Aspects	Max Marks
1	Years of existence of the Bidder as a private/ public limited company or partnership firm (including LLP) in India for a period, as on the Bid Due Date, as per details below <b>≥10&amp;&lt;15years=5.00marks</b> <b>≥15&amp;&lt;20years=7.50marks</b> <b>≥ 20years=10.00marks</b>	10 marks

#	Aspects	Max Marks
2	<p><b>Average Annual Turnover</b> for the Bidder from providing advisory /consultancy services in last 3 (three) financial (2019-20, 2020-21 and 2021-22)</p> <p>≥ 50 Crores &amp; &lt; 100 crores: 5.00 marks</p> <p>≥ 100 Crores &amp; &lt; 200 crores: 7.50 marks</p> <p>≥ 200 Crores: 10.00 marks</p>	10 marks
3	<p>Number of projects completed by the Bidder as per the eligibility criteria mentioned in the PQ</p> <ul style="list-style-type: none"> <li>• 7.50 marks per eligible project</li> <li>• 3.00 additional marks for projects related to Policy Implementation in the Transportation Sector</li> </ul>	20 marks
4	<p>Qualification and Competence of the Key Personnel for this Project</p> <p><b>Team Leader (max marks: 10)</b></p> <p><b>Senior Consultant (max marks: 06x2 = 12)</b></p> <p><b>Consultant (max marks: 04x2 = 08)</b></p> <p>The number of points to be assigned to each of the key professional positions shall be determined considering the following three sub criteria and relevant percentage:</p> <ol style="list-style-type: none"> <li>1. General Qualifications - 30%</li> <li>2. Length and Relevance of Experience - 70%</li> </ol>	30 marks
5	<p>Technical Presentation to the Committee</p> <ol style="list-style-type: none"> <li>1. Appreciation of Project, Comments of scope and understanding of the assignment</li> <li>2. Work Plan, Activity Schedule, and Staffing Schedule</li> </ol> <p><b>Note: A color printed copy of the presentation shall be submitted as a part of the Technical Bid</b></p>	30 marks
<b>TOTAL MARKS</b>		<b>100 marks</b>

**Note:**

1. For all the submitted projects, documentary evidence to substantiate the scope of work, duration, successful completion, planning horizon, project fee, and any other aspect for which marks are being sought shall be submitted in the form of Work Order or Agreement or Completion Certificate from the Client is mandatory. Only completed projects shall be considered for evaluation.
2. Decision of Authority towards adjudging similar projects shall be final and binding on the bidders.
3. It is advised that Team Leader / Senior Team Members from the Pre-Qualified Bidder's Organization remain present for making the Technical Presentation to the Committee.
4. The CVs of the staff shall be submitted in the format placed at Form 7. Bidders should take note that the CV must be submitted in the required format only and signed by the respective team member. CVs which are not in the format, may not be considered for marking. The minimum required credential / experience of proposed key staff is as given below:

#	Position	Minimum Experience	Qualification and Specific Expertise
1	Team Leader	10 years	<ul style="list-style-type: none"> <li>• Shall have a Postgraduate in Engineering / Management / Finance / Business Economics / Infrastructure / Planning.</li> <li>• Minimum 10 years of experience in the field of infrastructure sector including Aviation/, Railways/ Railway logistics/ Ports/ Urban Transport/ airports involving policy formulation/ policy implementation, financial feasibility / project appraisal/ financial modelling/ project structuring/ PPP transaction services, financial planning etc.</li> <li>• Should have worked as a Team Leader for at least 2 (Two) Projects”</li> </ul>
2	Senior Consultant	5 years	<ul style="list-style-type: none"> <li>• Shall have a Postgraduate in Engineering / Management / Finance / Business Economics / Infrastructure / Planning.</li> <li>• Shall have the experience of working with State/ central Government.</li> </ul>
3	Consultant	3 years	<ul style="list-style-type: none"> <li>• Shall be a Graduate from a recognized University or a Government recognized Institution and should have a computer qualification (Certificate/Diploma/Degree) from a recognized College or Institution.</li> <li>• Shall have the experience of working with State/ Central Government for at least 3 years preferably in aviation field.</li> </ul>

**Note:**

The Consultant shall be required to designate a team of three resources for the assignment comprising a Team Leader, one Senior Consultants and one Consultants. Additional Subject Matter Experts may be required to provide services as per actual requirement of the Authority. The team would be deployed on man day basis in the following manner:

Deployment of all the three resources should be deputed to Authority's office on full time basis, i.e., for the entire month (24-man days in a month) during the duration of the assignment.

If required by the Authority, the Consultant shall provide services of additional resource for which payment shall be made as per the man day rate of relevant category

The Authority expects all the Key Personnel specified in the Bid to remain available during the duration of the Project. The Authority will not consider any substitution of Resources Deputed to PIU, except under compelling circumstances beyond the control of the Consultant and the concerned Key resource. Such substitution shall be limited to not more than three Key resources subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

#### Stage 4: Financial Bid Evaluation

- 1.7.8 After the evaluation of Technical Bid is complete, the Authority will notify, before the date of financial bid opening, those Bidders whose Technical Bids were considered responsive and who have qualified in the Technical Bid.
- 1.7.9 The Financial Bids shall be opened from <https://tendersodisha.gov.in/> website in the presence of the Bidders / authorized representatives who choose to attend. The name of the Bidders, the technical scores, and the quoted prices shall be read aloud and recorded when the Financial Bids are opened.
- 1.7.10 It is expected that Bidders shall determine the costs appropriately and shall take necessary care in allocating budgets adequately to major components of study.
- 1.7.11 **The Financial Bid to be considered for evaluation shall exclude GST**, but shall include all the other taxes, if any.
- 1.7.12 The Evaluation Committee shall consider the price quote as submitted by the bidder and the score on price quote will be calculated in the following manner.

$S_f = 100 \times F_m / F$  in which,

$S_f$  is the 'Financial Score' of the Financial Bid being evaluated.

$F_m$  is the *computed lowest* Financial Bid (inclusive of all taxes but excluding GST).

$F$  is the Computed Price of *the* bidder under evaluation (inclusive of all taxes but excluding GST).

- 1.7.13 The weights given to the Technical and Financial Bids are:

**T = 0.8 (80%)**

**P = 0.2 (20%)**

Bids will be ranked according to their combined Technical Scores ( $S_t$ ) and Financial Scores ( $S_f$ ) using the weights indicated above. Final scores will be calculated as under:

**S =  $S_t \times T + S_f \times P$**

**T = the weight given to the Technical Bid;**

**P = the weight given to the Financial Bid; and**

**S = Score**

- 1.7.14 The bidder getting Highest Score (technical plus financial) would be awarded the bid (the “**H1 Bidder**”)

#### 1.8 Negotiations

- 1.8.1 Prior to the expiration of period of validity of Bid, **Authority** shall notify the successful Bidder who has emerged the H1 bidder and invite them to negotiate.
- 1.8.2 The invited consultant will, as a pre-requisite for attending negotiations, confirm availability of all nominated experts / key personnel and satisfy other pre-negotiation requirements as may be specified by **Authority**. The aim is to reach agreement on all points.

- 1.8.3 Negotiations shall commence with discussions on the proposed methodology (work plan), staffing and any suggestions, which may have been made to improve the ToR. Agreement must then be reached on the final ToR, the staffing which shall indicate staff months, logistics and reporting. These documents then can be incorporated in the Consultancy Agreement as "description of services". Special attention shall be paid to clearly defining the required inputs and facilities required from the Authority to ensure satisfactory implementation of the Project.
- 1.8.4 Unless there are exceptional reasons, the financial negotiations will not involve any discussions on either the remuneration rates for staff or other proposed unit rates.
- 1.8.5 Changes agreed upon shall then be reflected in the Financial Bid, using proposed unit rates.
- 1.8.6 If negotiations fail, Authority will invite the second ranked bidder, whose Bid received the second highest score, to negotiate.

## 1.9 Award of Work

- 1.9.1 After completion of negotiations with the preferred bidder, the Authority shall award the work to the selected Consultant by issuing a Letter of Award.
- 1.9.2 The successful Bidder with whom the Consultancy Agreement (the "**Agreement**") is signed is expected to commence the Project on the date and at the location specified as indicated by the Authority during the negotiation meeting.
- 1.9.3 The successful bidder shall be required to submit a Performance Guarantee which shall be equal to **5% of the Negotiated Contract Value, in the form of a Bank Guarantee** as a pre-requisite to signing of the Agreement. The Performance Guarantee shall be submitted within 15 days of the issue of the Letter of Award (the "**LoA**") and shall be kept **2.5 years** from the date of signing of agreement. Failing to adhere to the said conditions might lead to the withdrawal of the Letter of Award. Additionally, **5% retention money from each bill** shall be deducted and released back as per the tender conditions.
- 1.9.4 The Performance Guarantee, as submitted, shall have to be renewed by the Consultant before its expiry, if so desired.

## 1.10 Confidentiality

- 1.10.1 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process without the consent of the appropriate Authority.
- 1.10.2 The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.



- 1.10.3 Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
- I. was in the public domain prior to its delivery to the Consultant, its Sub-consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-consultants and the Personnel of either of them;
  - II. was obtained from a third party with no known duty to maintain its confidentiality;
  - III. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
  - IV. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

## 1.11 Right of Rejection

- 1.11.1 Authority reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, the pre-bid meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of work at any time.
- 1.11.2 The receipt of bids shall not in any way, obligate the Authority to enter into a **Consultancy Agreement**, or any other agreement of any kind with the Bidder. All submitted copies of the bids shall become the property of Authority.
- 1.11.3 The bid will be rejected for award if it determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the project in question.
- 1.11.4 A Bidder will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a project if Authority at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, a project; and
- 1.11.5 A Bidder may be declared ineligible and/or blacklisted from further bidding with Authority for a period as deemed fit by Authority in case any misrepresentation of facts / details is found in the bid as submitted by them at any point of time.
- 1.11.6 **Encashment and appropriation of Performance Security:** The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

1.11.7 **Penalty for deficiency in Services:** In addition to the liquidated damages not amounting to penalty, as specified in this Clause, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. If major deficiency of significant nature in the services is observed, an additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of Authority will be final binding.

## 1.12 Documents prepared by the Consultant to be the property of the Authority

1.12.1 All drawings, specifications, maps, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to Authority upon request of the Competent Officer or upon the termination of the Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of Authority, and to the extent permitted by law, shall become the property of the Authority. Consultant may retain copies thereof for its files and internal use. Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first got approved by Authority.

## 2 Terms of Reference

Odisha has 19 airports/airstrips of which 12 are state-owned. In addition, there are as many as 13 heliports in the State. The Biju Patnaik International (BPI) Airport, Bhubaneswar is licensed for the operation of intra-state, inter-state and international flights while the Veer Surendra Sai (VSS) Airport, Jharsuguda and Jeypore Airport, Koraput are providing inter-state and intra-state flights.

The Commerce & Transport Department of Odisha came into existence during the year 1971-72. This Department consists of two wings i.e., Commerce wing and Transport wing. The Department also supervises, regulates the working and functioning of the various bodies under the Department. These bodies are State Transport Authority and Directorate of Civil Aviation.

The Government of Odisha has launched Civil Aviation Policy 2022 in November 2022. This State specific policy is aligned as per NCAP-2016 and will work within the purview and extant of Union Civil Aviation Act, Rules and Policies.

### **The vision of the policy is as follows:-**

To harness faster augmentation of the aviation infrastructure in the State with an investor-friendly ecosystem to improve regional air connectivity, create sectoral skilled resource pool, and maintenance, repair and overhaul (MRO) facilities in the State over a span of five (05) years.

### **The objectives of the policy are as follows:-**

Govt. of Odisha, through this policy, envisages promotion and growth of civil aviation sector in the State. The objectives have been set out in accordance with the NCAP 2016 are as follows:

- Development of aviation and related infrastructure in the State can be taken up effectively
  - Facilitate airport capacity augmentation ahead of demand, in order to handle an increasing volume of air traffic and to garner the maximum share of traffic in the region.
  - Recommendation of policy measures and implementation thereof.
  - Facilitate multi-modal linkages.
  - Facilitate a market orientation to the present structure, bridge the resource gap and encourage greater efficiency and enterprise in the operation of airports, through the introduction of private capital and management skills.
  - Foster development of strong aviation infrastructure, maintaining a balance between the need for economic viability and the objective of equitable regional dispersal of infrastructural facilities.
  - Encourage trade, tourism and overall growth
  - ☉ It shall also address the issue of regulation of Drones
  
- Improve connectivity
  - To add at least three (03) potential airstrips namely Utkela (Kalahandi), Amarda (Mayurbhanj) and Rangeilunda (Ganjam) to "Functional Airports" category in the aviation map of the country to aid the potential of tourism by linking major tourist spots of the state with various domestic and international locations
  - Establish at least two (02) cargo hubs in the state by end of the policy period

- Partnering with private operators
  - Create business environment that attracts Airline Operators to invest and monetise the untapped potential in the aviation sector and lead to balanced regional growth in the State through establishment of a single window system that would provide all the required facilities and assistance to promote the whole value chain in the sector
- Increase employment opportunities
  - Leasing out minimum two (02) nos. of state-owned airports/airstrips to the interested parties for occupational training in the sector
  - Establishing one (01) MRO facility centre which would provide employment opportunities at the homeland of the individuals working in the same field but away from home
  - Augment the capacity of the Government Aviation Training Institute (GATI) to produce skilled and licensed Pilots to meet the future needs

For the effective promotion and publicity of the policy and increase the engagement with the potential stake holders, the Directorate of Aviation, Government of Odisha, BPI Airport, Bhubaneswar intends to select a Nodal Agency for the implementation of the Civil Aviation Policy. Publicity or marketing shall be undertaken through the Nodal Agency.

## 2.1 Objective of the Assignment

The primary objective of this Project is to support the Government of Odisha in the implementation of the Odisha Civil Aviation Policy 2022. The selected consultant shall provide support for 24 months through the establishment of a Policy Implementation Unit, which shall have three professional staff.

## 2.2 Scope of Work

### Support in implementation through the Policy Implementation Unit (PIU)

- The consultant shall depute three (03) resources in the Policy Implementation Unit as per the details below:

#	Position	Minimum Experience	Qualification and Specific Expertise
1	Team Leader	10 years	<ul style="list-style-type: none"> <li>● Shall have a Postgraduate in Engineering / Management / Finance / Business Economics / Infrastructure / Planning.</li> <li>● Minimum 10 years of experience in the field of infrastructure sector including Aviation/, Railways/ Railway logistics/ Ports/ Urban Transport/ airports involving policy formulation/ policy implementation, financial feasibility / project appraisal/ financial modelling/ project structuring/ PPP transaction services, financial planning etc.</li> <li>● Should have worked as a Team Leader for at least 2 (Two) Projects”</li> </ul>
2	Senior Consultant	5 years	<ul style="list-style-type: none"> <li>● Shall have a Postgraduate in Engineering / Management / Finance / Business Economics / Infrastructure / Planning.</li> <li>● Shall have the experience of working with State/ central Government.</li> </ul>

3	Consultant	3 years	<ul style="list-style-type: none"> <li>• Shall be a Graduate from a recognized University or a Government recognized Institution and should have a computer qualification (Certificate/ Diploma/ Degree) from a recognized College or Institution.</li> <li>• Shall have the experience of working with State/ Central Government for at least 3 years preferably in aviation field.</li> </ul>
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- The PIU shall prepare an operational guideline for the implementation of policy which covers the disbursement mechanism of the incentives
- The PIU shall assist in disbursement of the various incentives of the policy
- The PIU shall prepare a roadmap and work plan for implementation the policy
- The PIU shall prepare an Investor Facilitation framework for implementation of the policy
- The PIU shall assist in creative design of policy brochure and associated collaterals
- The PIU shall provide support towards the promotion and publicity of the policy along with reaching out to prospective investors and facilitating them
- The PIU shall engage with various airline operators, industry associations, and academia towards realizing the objectives of the policy
- The PIU shall facilitate Government of Odisha in identifying suitable players, mode of implementation, and incentive mechanism, for the development of two air cargo hub and one world class MRO facility centre in the state
- The PIU shall support Government of Odisha in augmenting the capacity of the Government Aviation Training Institute (GATI) by identifying national and global training institutes for the collaboration with GATI and drafting MoUs for collaborations
- The PIU shall support as a knowledge partner to Government of Odisha regarding assessment of aviation sector, based on global trends and perspectives, investment in the sector, various development scenarios along with various schemes of the central government with respect to the situation in Odisha.
- The PIU shall study the best practices in the Aviation Sector in the world and other Indian states to extract learnings.
- The PIU shall support authority in policy related initiatives i.e., investment promotion, facilitation, participation in trade/ business summits.
- Planning & design for monetizing of State owned Airport and preparing blueprint in Aviation Sector in the State.

### 2.3 Timelines

Policy Implementation Unit setup and support –**Initial Duration 24 months** (The same may be extended up to additional two years on mutually agreeable terms and conditions)

## 2.4 Schedule of Fees

The total negotiated fee shall be released over 8 equal instalments upon submission of Quarterly Status Report

- Important Note:
  - 1) The Authority shall endeavour to give feedback, if any on each submittal within 15 days of the submission, after which the Consultant shall re-submit the revised report. Payments shall be released stage wise upon successful acceptance of the submittals at each stage by the Authority
  - 2) 5% retention money from each bill shall be deducted and released back as per the Tender Conditions. The Authority shall endeavour in releasing the Retention Money and Performance Guarantee within 30 days following the release of final payment to the consultants.

## 3 Technical Bid Forms

### 3.1 Technical Submission Checklist

Bids must be accompanied with the following documents:

Sr. No.	Enclosures to the Bid	Status(Submitted /Not Submitted	Page Number
<b>Envelope 1</b>			
1.	Copy of payment made online towards Bid Processing Fee		
<b>Envelope 2</b>			
2.	Technical Bid Submission Form (As per Form1)		
3.	Power of Attorney for Authorized Representative (As per Form 2)		
4.	Financial Summary of the Bidder(As per the Form3)		
5.	Audited Balance Sheet, Profit and Loss Statements and Annual Reports		
6.	Letter of Undertaking(As per Form 4)		
7.	A copy of Registration/ Incorporation certificate of Bidder		
8.	A copy of PAN of Firm		
9.	A copy of Tax Registrations/ Income Tax Return Statement of Bidder		
10.	Experience details of the Bidder(As per Form5)		
11.	Team Profile and CV (As per Form 6 and 7)		

## Form 1: Technical Bid Submission Form

To,

The Principal Secretary to Govt., Commerce & Transport Department  
5<sup>th</sup> Floor, Kharavel Bhavan  
Bhubaneswar-751001

Date

**Sub: Submission of bid for Appointment of an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy 2022”**

Dear Madam,

With reference to your RFP dated 22-03-2023, I, having examined the RFP and understood their contents, hereby submit my Technical Proposal for **Submission of bid for Appointment of an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy 2022**. The Proposal is unconditional and unqualified.

1. We, the undersigned, offer to provide the consultancy services for the captioned project in accordance with your Request for Proposal dated 22-03-2023, and our Bid. We are hereby submitting our Bid which includes this Technical Bid sealed under an envelope.
2. This Bid and the LOA issued by the Authority in lieu of its acceptance shall form part of the Agreement to be signed between the Preferred Bidder (the \*Consultant”) and the Authority. If a Bidder is nominated as Preferred Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.
3. We undertake, if our Bid is accepted, to complete the Project within in the stipulated time.
4. We agree to abide by this Bid for a period of 180 (one hundred and eighty) days from the Bid Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. In the event of our Bid being accepted, we agree to enter into a formal Agreement with the Authority, incorporating the conditions of the Bid including the addendum, if issued.
6. We agree that if we fail to fulfill any of the conditions mentioned at RFP (or any subsequent modification / addendum / corrigendum), Authority has the right to forfeit the Bid Security being furnished by us along with this Bid.
7. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
8. We understand that Authority is not bound to accept any or all Bids it may receive.
9. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Consultant.
10. We do also certify that all the statements made and / or any information provided in our Bid are true and correct and complete in all aspects.
11. We declare that in the event that Authority discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.



12. If negotiations are held during the period of validity of the Bid, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from negotiations.

13. We understand you are not bound to accept any Bid you receive.

14. Our organization details are as follows:

Sl. No.	Particulars	Details
1	Name of the Applicant:	
2	Type of Consultant:	
3	Country of incorporation:	
4	Registered address:	
5	Year of Incorporation:	
6	Year of commencement of business:	
7	Principal place of business:	
8	Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Address: Phone No.: E-mail address:	
9 (i)	For the Applicant, state the following information: Has the Applicant been penalized by any company/form for poor quality of work or breach of contract in the last five years? (Yes/No)	
9 (ii)	Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public Commerce & Transport Department, Government of Odisha /entity in last five years? (Yes/No)	
9 (iii)	Has the Applicant been black listed by any Government department/ Public Sector Undertaking in the last five years? (Yes/No)	
9 (iv)	Has the Applicant or any of its Associates, suffered bankruptcy/ insolvency in the last five years? (Yes/No)	

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm: Address

## Form 2: Format of Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney(hereinafter referred to as the “**Authorised Representative**”), with power to sub-delegate to any person, 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 Bid for and selection as Consultant for [name of Project], by the **Authority** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all Agreement and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us until the entering into of the Consultancy Agreement with the Authority

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in “YYYY” format].

For [name and registered address of organization]

[Signature][Name][Designation]Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness] Accepted

[Signature]

[Name][Designation][Address]

### 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 seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

### Form 3: Bid/Proposal Security Declaration

(Same should be furnished by the bidder on their letter head)

To,

Date

The Principal Secretary to Govt., Commerce & Transport Department  
5<sup>th</sup> Floor, Kharavel Bhavan  
Bhubaneswar-751001

**Sub: Appointment of an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy 2022**

Dear Madam,

With reference to your RFP dated 22-03-2023 "**Appointment of an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy 2022**", I/We, ..... irrevocably declare as under: I/We understand that, as per tender clause Bid/Proposal Security, bids must be supported by a Bid Security Declaration In lieu of Bid/Proposal Security.

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

1. I am /We are in a breach of any of the obligations under the bid conditions,
2. I/We have withdrawn or unilaterally modified/amended/revise, 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    , YYYY

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

## Form 4: Format of Financial Summary of the Bidder

### Average Annual Turnover of the Bidder (from Consultancy Services)

Sl. No.	Financial Year	Standalone Revenue from Consultancy Services (INR)
1.	2021-2022	
2.	2020-2021	
3.	2019-2020	
	<b>(Average Annual Turnover)</b>	<b>[indicate sum of above divided by 3]</b>

Note: Bidders are required to provide data for last three years ending 31st March 2022. Audited Balance Sheets are also required to be submitted for the same.

UDIN No:

Certificate from the Statutory Auditor

This is to certify that [name of Bidder] [registered address] has received the payments shown above against the respective years.

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Signature of Authorized Signatory

Seal of Audit firm

## Form 5: Format for Letter of Undertaking

(Same should be furnished by the bidder on their letter head)

To,

Date

The Principal Secretary to Govt., Commerce & Transport Department  
5<sup>th</sup> Floor, Kharavel Bhavan  
Bhubaneswar-751001

**Sub: Submission of bid for “Appointment of an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy 2022”**

Dear Madam,

With reference to this tender, I/We confirm the following:

1. Declaration for Not Blacklisted: I / We hereby confirm that our firm has not been banned or blacklisted by any government organisation / Financial Institution / Court / Public Sector Unit / Central Government / State Government as on the Bid Due Date.
2. Indemnity Undertaking:
  - A. I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of our firm will abide by all the rules, regulations, guidelines, and procedures.
  - B. I / We also declare that our firm will be responsible for any safety violations / accident etc. in providing services as per the conditions of the Agreement. Authority will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I / we hereby declare that I am / we are sole responsible on behalf of the firm for giving such declaration.
3. Anti-Collusion Certificate: I / We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

4. History of Litigation: I / We hereby provide details / Information on any history of litigation or arbitration resulting from contracts in last five years or currently under execution / operation:

Year	Award for/ or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this        Day of        , YYYY Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

## Form 6: Format for Showcasing Experience

### Summary Projects Sheet

S. No	Name and Location of the project	Completion Date	Plan Horizon Period	Client

Note: Add rows as required

### Project Profile Sheet (each project to have a separate sheet)

1.	Name of the project	
2.	Project start and end Date	
3.	Horizon period	
4.	Client	
5.	Project Fee	
6.	Brief Scope of Work	
7.	Sectors covered	
8.	Key Outcomes	

Note: Each project profile has to be duly supported by documentary evidence from the client side like Work Order or Agreement or completion certificate for being considered for marking. Projects without evidence shall be rejected. Only eligible projects (as per terms & conditions as provided in RFP) shall be considered for marking.

## Form 7: Team Profile

### Key Personnel

S. No	Name	Position	Tasks (as per RFP Scope of Work)
<b>Key Personnel</b>			
1.			
2.			
<b>Resources for PIU</b>			
1			
2.			
3.			

### Technical Support Staff

S. No	Name	Position	Tasks (as per RFP Scope of Work)
1.			
2			
3.			

## Form 8: Format for CV of Key Personnel

<b>1.</b>	<b>Proposed Position</b>				
<b>2.</b>	<b>Name of Staff</b>				
<b>3.</b>	<b>Relationship with Bidder</b>				
<b>4.</b>	<b>Brief Profile</b>				
<b>5.</b>	<b>Countries of Work Experience</b>				
<b>6.</b>	<b>Name of Firm</b>				
<b>7.</b>	<b>Profession</b>				
<b>8.</b>	<b>Date of Birth</b>				
<b>9.</b>	<b>Years with bidding party</b>				
<b>10.</b>	<b>Nationality</b>				
<b>11.</b>	<b>Languages known</b>	<b>Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>
<b>12.</b>	<b>Membership of Professional Associations</b>				
<b>13.</b>	<b>Qualifications</b>	<b>Degree</b>	<b>Institution</b>	<b>Year</b>	
<b>14.</b>	<b>Employment Record</b>	<b>Name of Organization</b>	<b>Position Held</b>	<b>Duration</b>	
<b>15.</b>	<b>Experience</b>				



Duration	Name of organization	Name of Project	Key Roles
			•
			•

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature:

Date: dd-mm-yyyy

## **Annexure 1: Financial Bid Submission Form (BOQ)**

To,

The Principal Secretary to Govt., Commerce & Transport Department  
5<sup>th</sup> Floor, Kharavel Bhavan  
Bhubaneswar-751001

Date

**Sub: Submission of financial bid for Appointment of an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy 2022”**

Dear Madam,

With reference to your RFP dated 22-03-2023, I, having examined the RFP and understood their contents, hereby submit my Financial Proposal for **Submission of bid for Appointment of an Agency as Policy Implementation Unit (PIU) for Odisha Civil Aviation Policy 2022**. The proposal below is unconditional and unqualified,

SI No.	Item	Monthly professional fee (INR) without applicable taxes / GST
1.	Team Leader	Rs. (Figure): Words:
2.	Senior Consultant	Rs. (Figure): Words:
3.	Consultant	Rs. (Figure): Words:

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm: Address

## Annexure 2: Procedure for Electronic receipt, accounting and reporting of Cost of processing fee Deposit on submission of bids

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

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

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

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

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

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

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

4. Banking arrangement:

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

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

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

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

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

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

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

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

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

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

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

#### **6. Settlement of processing fee;**

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

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

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

#### **7. Role of the Banks:**

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

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

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

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

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

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

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

g) 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.

h) 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.

i) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell

shall monitor and send monthly progress reports to the Government.

- e) The e-Portal system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) E-Portal system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-Portal system will update the status accordingly for reconciliation report.

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

- a) Customize e-Portal software and 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.

#### **c) Role of Cyber Treasury :**

**10.** 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.

**11.** 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.

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

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

### **ANNEXURE-3**

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

	<b>Processing fee on submission of bids</b>
<b>Government Departments</b>	<p>I. The payment towards the cost of processing fee in case Government Departments shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.</p> <p>II. With reference to the RFQ, 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>