



Request for Proposal (RFP)
For
Operation, Maintenance and Management of Aviation Security
Training Institute at Directorate of Aviation,
Govt of Odisha, BPI Airport, Bhubaneswar.

Tender Reference No. 6489

Government of Odisha
Commerce & Transport (Transport) Department
28.05.2025

Request for Proposal (RFP) for Operation, Maintenance, and Management of Aviation Security Training Institute (ASTI)

GOVERNMENT OF ODISHA COMMERCE & TRANSPORT (TRANSPORT) DEPARTMENT
Request For Proposal (RFP)
“ Operation, Maintenance and Management of Aviation Security Training Institute at Directorate of Aviation, Govt of Odisha, BPI Airport, Bhubaneswar.”
The Director of Aviation, Directorate of Aviation, Government of Odisha invites proposals from reputed, experienced and duly certified agencies for Operation, Maintenance and Management of Aviation Security Training Institute for Aviation Security at Directorate of Aviation, Govt of Odisha, BPI Airport for three years extendable by another three years based on satisfactory performance. Eligible and interested agencies may download the Request for Proposal (RFP) document which contains the details of the requirement from the following websites of Government of Odisha and submit their offer, <u>https://tendersodisha.gov.in/nicgep/app</u> <u>https://ct.odisha.gov.in/tenders</u> The responses are to be submitted online and queries, if any, may be referred in writing to the Director of Aviation, Directorate of Aviation, Government of Odisha, BPI Airport, Bhubaneswar at the E-mail: orissa_aviation@yahoo.co.in, transcivilaviation@gmail.com Proposals complete in all respect should reach the undersigned latest by 03:00 PM on 14.07.2025 (“Bid Due Date” or “BDD”). Bids received after the above BDD shall be summarily rejected. The authority reserves the right to reject any or all the proposals without assigning any reason thereof. Sd/- Special Secretary to Govt. & Director of Aviation, Commerce & Transport (Transport) Department Government of Odisha

Request for Proposal (RFP) for Operation, Maintenance, and Management of Aviation Security Training Institute (ASTI)

Invitation for Proposal

Commerce & Transport (Transport) Department

Government of Odisha

Ref. No. 6489

Dated: 28.05.2025

Dear Sir/Madam,

The Director of Aviation, Directorate of Aviation, Government of Odisha invites proposals from reputed, experienced and duly certified agencies for Operation, Maintenance and Management of Aviation Security Training Institute for Aviation Security at Directorate of Aviation, Govt of Odisha, BPI Airport for three years extendable by another three years based on satisfactory performance.

Eligible and interested agencies 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>.

The responses are to be submitted online and queries if any may be referred in writing to the Director of Aviation, Directorate of Aviation, Government of Odisha, BPI Airport, Bhubaneswar at the E-mail: orissa_aviation@yahoo.co.in, transcivilaviation@gmail.com

SL No	Event Description	Date
1	RFP Publish Date	28.05.2025
2	End of Seeking Clarification over mail	12.06.2025
3	Authority response to queries latest by	19.06.2025
4	Pre-Bid Conference	26.06.2025
5	Bid Due Date	14.07.2025, 3.00 PM
6	Opening of Online Bids	14.07.2025, 3.30 PM
7	Financial Bid Opening	To be Intimated
8	Letter of Award (LOA)	Within 30 days of Bid Due Date
9	Validity of Bids	180 days from Bid Due Date
10	Signing of Concession Agreement	Within 45 days of Issuance of LOA
11	Cost of Tender Document	INR 10,000 (Rupees Ten Thousand Only) payable online

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Any Addendum/ Corrigendum in future will be uploaded on the websites provided above only. If a holiday is declared by Govt. of Odisha on any date mentioned in the schedule provided above for any activity concerning this tender, that date will automatically be shifted to subsequent working day.

The Director of Aviation, Directorate of Aviation reserves the right to accept/reject any/all tenders without assigning any reason thereof. The Director of Aviation, Directorate of Aviation, reserves the right to cancel this request for RFP and/or invite afresh with or without amendments, without liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is indicative, and the Director of Aviation, Directorate of Aviation, reserves the right to amend/add further details in the RFP.

Thanking you,

Yours faithfully,

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

Encl.: RFP Document.

Request for Proposal (RFP) for Operation, Maintenance, and Management of Aviation Security Training Institute (ASTI)

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation 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 their technical and financial bids (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 party 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.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon the 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.

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 Bidding Process.

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. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, 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.

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.

Request for Proposal (RFP) for Operation, Maintenance, and Management of Aviation Security Training Institute (ASTI)

GLOSSARY	
Term	Definition
ASTI	Aviation Security Training Institute
Authority	Directorate of Aviation, Govt of Odisha
Bid	The technical & financial proposal submitted by the Bidder in response to the RFP
Bidder	Any entity that submits a Bid in response to this RFP
Bidding Documents	The documents provided by the Authority including the RFP, Addenda, and other relevant materials
Concession Agreement	The agreement to be entered into between the Authority and the Selected Bidder for the Project
LOA	Letter of Award
OMM	Operate, Maintenance and Management
PPP	Public Private Partnership
Project	The development, operation, maintenance, and management of ASTI
RFP	Request for Proposal
RST	Revenue Share Per Trainee
BCAS Regulated Courses	Courses that have been approved and regulated by Bureau of Civil Aviation Security BCAS with fixed fee structure.
Other Training Courses	Other Aviation skill related training courses for which the fee's structure has not been fixed by any regulatory agencies.

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e-Procurement Guidelines & Instructions to Interested Bidders

1. Bid documents consisting of qualification information and eligibility criteria of applicants, plans, drawings and the schedule of quantities is available in “<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 required information about the Company. This is a onetime activity for registering in Portal. During registration, the Applicant has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, eMudhra etc.
3. Applicant has to submit the relevant information as asked for about the Company. The portal registration of the applicant is to be authenticated by the State Procurement Cell after verification of online documents like valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC)/ GST Clearance Certificate (for procurement of goods) of the concerned applicant. The time period of validity in the portal is at par with validity of RC/ GST Clearance.
4. To log on to the portal the Applicant is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
5. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersorissa.gov.in will appear in the “Latest Active Tender” Section of the homepage. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the “Request for Proposal (RFP)” after which the same will be removed from the list of Active tenders. Any applicant can view or download the bid documents from the web site.
6. Standard procedure to uploading tender.
 - First download the Tender form & Financial Bid. 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.
7. For Financial (Price) Bid: Please upload Financial bid
8. 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 Officer Inviting the Tender or the Procurement Officer Publisher/ opener before the due date and time of opening.
9. 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.

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10. The Applicant should ensure clarity/legibility of the document uploaded by him to the portal.
11. The Applicant should check the system generated confirmation statement on the status of the submission.
12. The Applicant should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
13. For all purpose, the server time displayed in the e-portal shall be the time to be followed by all the users.
14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-portal process.
15. **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.
16. **SECURITY OF BID SUBMISSION:** All bid uploaded by the Applicant to the portal will be encrypted.
17. **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.

Contact no. for confirmation of bid validation: 91-7328080733

Payment related Query: +91-7205000695

**Request for Proposal (RFP) for Operation, Maintenance, and Management of Aviation Security Training
Institute (ASTI)**

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1. Introduction

1.1. Background

1.1.1. The Directorate of Aviation (the "Authority") intends to establish an Aviation Security Training Institute for imparting Aviation Security & other Aviation related Skill/ Proficiency development training. As part of this endeavour, the Authority has decided to undertake the development, operation and maintenance of the Aviation Security Training Institute (the "Project") through Public-Private Partnership (the "PPP") on Operation, Maintenance, and Management (the "OMM") basis. The Authority, hereby invites sealed tenders from reputed, experienced and duly certified agencies for Operation, Maintenance and Management of Aviation Security Training Institute for Aviation Security at Directorate of Aviation, Govt of Odisha, BPI Airport for 3 (three) years extendable by another 3 (Three) years based on satisfactory performance

1.1.2. The erstwhile Government Aviation Training Institute (GATI) in the premises of Directorate of Aviation, Govt of Odisha, BPI Airport, Bhubaneswar is being refurbished and developed into an Aviation Security Training Institute (ASTI) in accordance with the guidelines and approval of the Bureau of Civil Aviation Security (BCAS), Government of India for the conduct of various approved aviation security-related training. Since, the development process of the training institute may take some time, the Authority will provide interim location (Bhubaneswar) with all relevant infrastructure for conduct of the above training with due authorisation from the appropriate agency.

1.1.3. The objective of the project is to

1.1.3.1. Cater to the aviation security training needs of the aviation security personnel working at various airports in the state of Odisha and the eastern region.

1.1.3.2. Provide training for various aviation security and other aviation related (subject to approval) approved courses to meet the growing needs of aviation professionals and thereby provide job opportunities to aspiring youths of the state.

1.1.3.3. Eventually establishes itself as a centre of excellence in the field of Aviation Security Training to meet the growing needs of trained aviation security personnel in the Country.

1.1.4. It is proposed to outsource the Operation Maintenance and Management of the Institute in a revenue share mode to a PPP partner, to achieve the highest industry standards in aviation security related training. The initial requirement of all training infrastructure like Classrooms, furniture fixtures and training aids shall be provided with a ready to use mode. Thereafter the PPP partner shall operate and maintain the facility in addition to planning, coordination and conduct of various other training courses. Notwithstanding the basic qualification required for professional courses, priority shall be given to candidates from the state of Odisha with reasonable and affordable charges. The focus area will be to achieve maximum utilization of the facility and generation of employment ready professional who can be engaged by the aviation industry.

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1.2. Broad Contours of the RFP document

- 1.2.1. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts, or contradictions in the Bidding Documents including this RFP are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.2. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended, and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "Bid Due Date").
- 1.2.3. The Concession Agreement sets forth the detailed terms and conditions for the grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").

1.3. Brief Description of Bidding Process

- 1.3.1. The Authority has adopted a single-stage 2-envelope bidding process (referred to as the "Bidding Process") i.e. Technical Bid followed by the Financial Bid for the selection of the Bidder for the award of the Project.
- 1.3.2. The tendering process is online at e-portal <https://tendersodisha.gov.in/nicgep/app>. Interested Bidders may go through the details given in “**e-Procurement Guidelines & Instructions to Interested Bidders**” of the RFP document and familiarise themselves.
- 1.3.3. Applicants, including their successors, (the "Bidders") are being called upon to submit their technical and financial Bids (the "Bids") in accordance with the terms specified in the Bidding Documents. The Bids shall be valid for a period of not less than 180 days from the date specified in Clause 1.4 for submission of bids (the "Bid Due Date").
- 1.3.4. **Tender Fee:** Prior to submission of the Bid, the Bidder shall pay to the Authority a sum of INR 10,000 (Indian Rupees ten thousand only) excluding GST as the Tender Fee. The fee should be submitted through e-Procurement Portal as per e-Procurement Guidelines & Instructions to Interested Bidders. No additional Tender Fee shall be payable by the Bidder over and above the aforementioned sum of INR 10,000/- (Indian Rupees ten thousand only). The details of tender fees paid by the bidder is to be uploaded along with the bid documents.
- 1.3.5. Each Bidders is required to deposit, along with its Bid, a bid security of Rs 3,00,000 (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders

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will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such an event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bids shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.3.6. During the Bidding Process, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for the award of the Concession including the implementation of the Project.
- 1.3.7. The Bids of only the technically qualified Bidders shall be considered by the Authority for financial evaluation. The financial bids of the technically qualified bidders will be evaluated on the basis of percentage share of revenue per trainee ("Revenue Share Per Trainee" or "RST") quoted by the Bidder for the Training Courses conducted in the ASTI.

In this RFP, the term "Highest Bidder" shall mean the Bidder whose Revenue Share Per Trainee for the Training Courses is the highest.

- 1.3.8. The "Highest Bidder" will generally be the Selected Bidder unless they withdraw or are not selected for any reason, in which case the remaining Bidders may be invited to match the bid of the "Highest Bidder." The actual amount to be quoted i.e., Percentage Share of Revenue Per Trainee for the Training Courses must be determined by the Bidder based on its own assessment and filled in the respective sections marked to be quoted by the Bidder.
- 1.3.9. The Concessionaire shall be entitled to levy and charge a fee as approved and revised by BCAS from time to time for BCAS approved training courses. The Concessionaire shall comply to the conditions prescribed in the BCAS order for conduct and levy of fees per BCAS approved training from the trainees of the Project.
- 1.3.10. The Concessionaire shall provide a list of all Training Courses offered by it and the fees structure charged per student to the Authority prior to commencement.
- 1.3.11. Further and other details of the Bidding process to be followed and the terms thereof are spelled out in this RFP.
- 1.3.12. Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail to the Director of Aviation, Directorate of Aviation, Government of Odisha, BPI Airport, Bhubaneswar at **orissa_aviation@yahoo.co.in**, **transcivilaviation@gmail.com**. The communication shall clearly bear the following identification/title: "Queries/Request for Additional Information: RFP for ASTI Project".

1.4. Schedule of Bidding Process

- 1.4.1. The Authority shall endeavour to adhere to the following schedule:

Schedule of Bidding Process

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10	Signing of Concession Agreement	Within 45 days of issuance of LOA

1.5. Tenure of the Project

1.5.1. Project Tenure and Concession Period

- 1.5.1.1. The Directorate of Aviation (the "Authority") hereby engages the Concessionaire to operate, maintain, and manage the Aviation Security Training Institute (the "Project") at the specified site (the "Site") for a fixed term of three (3) years (the "Concession Period") extendable by another three years based on satisfactory performance.
- 1.5.1.2. The Concession Period shall commence on the date specified in the Letter of Award as the "Appointed Date" and shall continue in full force and effect until the end of the third year, on the date specified as the "Transfer Date," unless earlier terminated in accordance with the terms and conditions of this Request for Proposal (RFP) and the Concession Agreement.

2. Instructions To Bidders

2.1. General Terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project. This RFP is non transferable.
- 2.1.2. The Bidder can only be an incorporated entity. However, no Bidder applying individually can be a member of another Bidder. The term Bidder used herein would apply to a single entity.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

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- 2.1.4. The Bid should be furnished in the formats at Appendix I-VII, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5. The Bid shall consist of a Percentage Share of Revenue Per Trainee to be quoted by the Bidder (such Percentage Share not being less than 10%) as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.6. The Bidder shall deposit a Bid Security of Rs. 3,00,000 (Rupees Three Lakhs Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per the format at Appendix-II.
- 2.1.7. The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.8. The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.11. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.12. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or

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otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- I. A constituent of a Bidder is also a constituent of another Bidder; or
- II. A Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- III. A Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- IV. A Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- V. A Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.1.13. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

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2.1.14. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2. Eligibility requirements of Bidder and Bid Parameter

To be eligible for this RFP, a Bidder shall fulfil the following conditions of eligibility:

2.2.1. Technical Capacity: For demonstrating “Technical Capacity”, the bidder shall be, as on the Bid Due date:

Proprietary or Partnership Firm/ LLP Or Public or Private Limited Company; or Central or State Government Organizations or their undertakings. (Copy of certificate of incorporation and Partnership Deed if any, to be provided)

AND

Shall be in the business of providing Aviation Training and/or Aviation Security Training for at least 03 years as of 01.04.2025. (Applicable Certificates/ Authorization from Govt and/or international Agencies such as IATA/ACI/DGCA/BCAS, to be provided)

2.2.2. Financial Capacity: The Bidder shall have a positive Net Worth at the close of the financial year ending 31.03.2024. Certificate of Net worth from the statutory auditor and audited financial statements for last three years ending on 31.03.2024 along with provisional financial statements for the year ending on 31.03.2025 to be provided

2.2.2.1. A UDIN generated documents/certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder, for the financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, Net Worth (the “Net Worth”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. The documents submitted by bidders without UDIN shall not be entertained; and

2.2.3. Bid Parameter: The Bid parameter shall be the percentage share of revenue per trainee (“Revenue Share Per Trainee” or “RST”) quoted by the bidder for the Training Courses conducted in the ASTI, subject to a minimum of 10% of the fee collected from the trainees.

2.3. Change in Ownership

2.3.1. By submitting the Bid, the Bidder acknowledges that the Bidder shall promptly inform the Authority of any change in the shareholding of the bidder, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.4. Cost of Bidding

2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

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- 2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:
 - 2.5.2.1. made a complete and careful examination of the Bidding Documents.
 - 2.5.2.2. received all relevant information requested from the Authority.
 - 2.5.2.3. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above.
 - 2.5.2.4. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations thereunder.
 - 2.5.2.5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire.
 - 2.5.2.6. acknowledged that it does not have a Conflict of Interest; and
 - 2.5.2.7. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6. Verification and Disqualification

- 2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.6.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - 2.6.2.1. at any time, a material misrepresentation is made or uncovered, or the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid, or the Bidder at the time of the Bid Due Date, is debarred/ blacklisted by

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any department/authority of the Government of India or the Government of Odisha

- 2.6.2.2. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the transactions contemplated hereunder;

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

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2.7. Contents of the RFP

2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids	
Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	General Conditions of Contract
Section 7	Roles & Responsibility
Section 8	Miscellaneous

Appendices	
I	Letter comprising the Bid
II	Bank Guarantee for Bid Security
III	Power of Attorney for signing of Bid
IV	Organizational Details of the Bidder
V	Financial Details of the Bidder
VI	List of Trainers on payroll of the Bidder
VII	Financial Bid Structure
VIII	Concession Agreement for Operation, Maintenance, and Management of Aviation Security Training Institute
IX	Service Level Agreement (SLA)

2.7.2. The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8. Clarifications

2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.3.12. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority 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 Authority to respond to any question or to provide any clarification.

2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications

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and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

- 2.9.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3. To afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Dates.

2.10. Format and Signing of Bid

- 2.10.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2. The Bid and its copy shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initiated. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.

2.11. Preparation and Submission of Bids

- 2.11.1. The Bidder shall submit the Bid in the e-Procurement portal as per the formats specified at Appendix-I-VII.
- 2.11.2. The original hard copy of the Bank Guarantee against the Bid Security must be clearly marked with the RFP details and submitted to the Authority as per the date and time mentioned in the Schedule of Bidding process at the following address:

**Special Secretary to Govt. & Director of Aviation,
Commerce & Transport (Transport) Department
Government of Odisha
Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneswar-751001**

- 2.11.3. The scanned copy of the following documents shall constitute the Technical Bid and are to be submitted as Envelope I through the e-Procurement portal:

- a) Letter comprising the Bid in the format at Appendix-I
- b) Bid Security in the format at Appendix-II.
- c) Power of Attorney for signing of Bid in the format at Appendix-III.
- d) Organizational Details of the Bidder in the format at Appendix-IV
- e) Financial Details of the Bidder in the format at Appendix-V
- f) List of Trainers on payroll of the Bidder in the format at Appendix-VI

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- g) Transaction details of online payment made against Tender Fee.
 - h) A copy of the Concession Agreement and service level agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- 2.11.4. Financial Bid duly filled and digitally signed in the prescribed format as per Appendix VII, shall be submitted as Envelope II through the e-Procurement portal.
- 2.11.5. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.12. Bid Due Date
- 2.12.1. Bids should be submitted in the e-Procurement portal before the Bid Due Date as provided in Clause 1.3 in the manner and form as detailed in this RFP.
- 2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.
- 2.13. Late Bids
- 2.13.1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.14. Contents of the Bid
- 2.14.1. The Bid shall be furnished in the formats at Appendix-I-VII and shall consist of a Revenue Share Per Trainee (RST) to be quoted by the Bidder. The Bidder shall specify (in Percentage) the Revenue Share Per Trainee (RST) to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.
- 2.14.2. Generally, the Project will be awarded to the Highest Bidder.
- 2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.14.4. The proposed Concession Agreement shall be deemed to be part of the Bid.
- 2.15. Modifications/ Substitution/ Withdrawal of Bids
- 2.15.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3. Evaluation Of Bids

- 3.1. Opening and Evaluation of Bids
- 3.1.1. The Authority shall open the Bids at 3.30 PM hours on the Bid Due Date, at the place specified in Clause 2.11.2 and in the presence of the Bidders who choose to attend.
- 3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

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3.2. Tests of responsiveness

3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- a) it is received as per the formats at Appendix-I-VII.
- b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2.
- c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11.
- d) it is accompanied by the Bid Security as specified in Clause 2.1.6.
- e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8.
- f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof.

3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3. Selection of Bidder

3.3.1. Based on the stipulations of this RFP, the Concessionaire will be chosen from the Bidders who have submitted Bids that are deemed responsive as per the criteria outlined in Clause 3.2.1. The selection will favor the Bidder who proposes the highest Revenue Share Per Trainee (RST) to be paid to the Authority.

3.3.2. In the event that two or more Bidders quote the same amount of Revenue Share Per Trainee (RST) (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.3.4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh

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Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.4. Contacts during Bid Evaluation

3.4.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. Fraud and Corrupt Practices

4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to

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have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.13 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b. "**Fraudulent Practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. "**Coercive Practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d. "**Undesirable Practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. "**Restrictive Practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-Bid Conference

- 5.1. Pre-Bid conference of the Bidders shall be held through Video Conference mode on 26.06.2025. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder containing

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the credentials of the representatives.

- 5.2. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. General Conditions Of Contract

6.1. Conditions Precedent & Effective Date

- 6.1.1. The effectiveness of the Concession Agreement is subject to the fulfilment of certain conditions precedent by the specified date. These conditions may include, but are not limited to, obtaining necessary approvals, completion of prerequisite works, and the establishment of required performance securities. The "Effective Date" will be the date on which all conditions precedents have been met.

6.2. Intellectual Property Rights

- 6.2.1. The Concessionaire shall ensure that any intellectual property used in the execution of the project is properly licensed, and the Authority shall not be liable for any infringement of intellectual property rights. The Concessionaire shall indemnify the Authority against any such claims.

6.3. Applicable Law

- 6.3.1. The Concession Agreement and the RFP shall be governed by and construed in accordance with the laws of the Land.

6.4. Governing Language

- 6.4.1. The governing language of the Concession Agreement and all related documents shall be English. Any translations provided shall be for convenience only, and the English language version shall prevail in case of discrepancies.

6.5. Completion of Project

- 6.5.1. The Concessionaire shall complete the project in accordance with the project schedule outlined in the Concession Agreement. Delays beyond the control of the Concessionaire may be subject to extension as per the terms of the agreement.

6.6. Indemnification & Limitation of Liability

- 6.6.1. The Concessionaire shall indemnify and hold harmless the Authority from any losses, damages, or claims arising from the Concessionaire's performance or non-performance under the Concession Agreement. The Authority's liability shall be limited as specified in the agreement.

6.7. Termination

- 6.7.1. The Concession Agreement may be terminated by either party under certain conditions, such as material breach, insolvency, or as otherwise specified in the agreement.

6.8. Extension of Contract

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- 6.8.1. The Authority may grant an extension of the contract period under certain circumstances, which will be detailed in the Concession Agreement.
- 6.9. Bidder Personnel
 - 6.9.1. The Bidder shall ensure that its personnel are qualified and competent to perform the tasks assigned to them under the project.
- 6.10. Sub-Contractors
 - 6.10.1. The use of sub-contractors must be approved by the Authority, and the Concessionaire remains responsible for the performance of the sub-contractors.
- 6.11. Conflict of Interest During Implementation
 - 6.11.1. The Bidder shall disclose any potential conflicts of interest that may arise during the implementation of the project and take appropriate steps to resolve them.
- 6.12. Confidentiality
 - 6.12.1. The Bidder shall maintain the confidentiality of all information and documents obtained during the bidding process and the execution of the project.
- 6.13. Use of Contract Documents and Information
 - 6.13.1. The Bidder shall not share or use the contract documents and information for any purpose other than the execution of the project without the Authority's prior written consent.
- 6.14. Failure to Abide by the Agreement
 - 6.14.1. Failure to comply with the terms of the Concession Agreement may result in penalties, termination of the contract, or other remedies as specified in the agreement.
- 6.15. Force Majeure
 - 6.15.1. The Concession Agreement will define force majeure events and the consequences of such events, including relief from performance obligations for the duration of the force majeure.
- 6.16. Legal Jurisdiction
 - 6.16.1. Disputes arising from the Concession Agreement shall be resolved under the jurisdiction of the courts of Bhubaneswar / Cuttack.
- 6.17. Taxes and Duties
 - 6.17.1. The Concessionaire shall be responsible for the payment of all taxes and duties arising from the execution of the project unless otherwise specified in the Concession Agreement.
- 6.18. Local Conditions
 - 6.18.1. The Concessionaire shall take into account local conditions and ensure compliance with local laws and regulations.
- 6.19. Notice
 - 6.19.1. All notices and communications between the parties shall be in writing and shall be considered given when received at the designated addresses.

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6.20. Warranty and Maintenance

6.20.1. The Concessionaire shall provide warranties for the work performed and shall be responsible for maintenance during the warranty period as specified in the Concession Agreement.

6.21. Security and Safety

6.21.1. The Concessionaire shall comply with all security and safety requirements as specified by the Authority and relevant laws and regulations.

6.22. Exit Management

6.22.1. Upon termination or expiry of the Concession Agreement, the Concessionaire shall provide for the orderly transfer of responsibilities and assets as specified in the agreement.

6.23. Representation and Warranties of Authority

6.23.1. The Authority shall provide representations and warranties as specified in the Concession Agreement.

6.24. Representations and Warranties of the Implementation Agency

6.24.1. The Implementation Agency shall provide representations and warranties regarding its ability to perform the obligations under the Concession Agreement.

7. Roles & Responsibilities

7.1. Responsibilities of Directorate of Aviation:

7.1.1. The Authority's responsibilities in relation to the project shall be as specified in the Concession Agreement.

7.2. Responsibilities of Concessionaire:

7.2.1. The Concessioner shall be responsible for the execution of the project in accordance with the terms of the Concession Agreement.

7.3. Payment Schedule and escalation:

7.3.1. The payment schedule by the concessionaire shall be outlined in the concession agreement, including any milestones or performance-based payments. The Concessionaire shall pay a **monthly concession fee of Rs 30,000/- (Rupees thirty thousand only)** per month by seventh (7) day of each month in advance for the month. **This aforementioned fee shall commence after completion of 1(one) year time period from the date of taking over of the premises and shall be escalated by 10% on completion of every 12 months from the commencement of fees, up to the Concession Period. The date of taking over of the premises shall be within 60 days from the date of award of Concession or any extension approved by the Authority.**

7.3.2. Additionally, the Concessionaire shall pay Revenue Share Per Trainee or "RST" by seventh (7) day of each month for the Training Courses conducted in the ASTI in the previous month from the fee collected from the trainees.

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- 7.3.3. All other utility expenses like electricity, water & maintenance of the training infrastructure shall be borne by the Concessionaire from the date of award. Also, the Revenue Share Per Trainee (RST) shall be paid by the Concessionaire to the Authority from the date of commencement of the training.

8. Miscellaneous

- 8.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Cuttack shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 8.2.1. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - 8.2.2. consult with any Bidder in order to receive clarification or further information.
 - 8.2.3. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 8.2.4. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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9. Appendices

9.1. Appendix I

APPENDIX–I

Letter comprising the Bid
(Refer Clauses 2.1.5, 2.11 and 2.14)

Dated:

To,

DIRECTOR OF AVIATION,
DIRECTORATE OF AVIATION,
BPI AIRPORT, BHUBANESWAR

Sub: Bid for the Operation, Maintenance, and Management of Aviation Security Training Institute Project

Dear Sir/Madam,

With reference to your RFP document dated [Insert RFP Issue Date], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/ our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

This statement is made for the express purpose of our selection as Concessionaire for the Operation, Maintenance, and Management of the aforesaid Project.

I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.

I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I/We declare that:

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(a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) I/We do not have any conflict of interest in accordance with Clauses 2.1.12 and 2.1.13 of the RFP document; and

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) The undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 8.2 of the RFP document.

I/We believe that we satisfy the Net Worth criteria and meet the requirements as specified in the RFP document.

I/We declare that we or our Associates are not a member of any other entity submitting a Bid for the Project.

I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

I/We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.

I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001.

I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of

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qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Bid or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

I/We have studied all the Bidding Documents carefully and also surveyed the ASTI. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

I/We offer a Bid Security of Rs. [Insert Amount] (Rupees [Insert Amount in Words] only) to the Authority in accordance with the RFP Document.

The Bid Security in the form of a Demand Draft/Bank Guarantee (strike out whichever is not applicable) is attached.

The documents accompanying the Bid, as specified in Clause 2.11 of the RFP, have been submitted in the e-Procurement portal.

I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.

The Revenue Share Per Trainee (RST) has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and market assessment and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

I/We agree and undertake to abide by all the terms and conditions of the RFP document.

I/We shall keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date specified in the RFP.

I/We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

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In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name, and designation of the Authorized signatory)

Place: Name and seal of Bidder/Lead Member

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9.2. Appendix II

APPENDIX–II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.11)

B.G. No.: [Insert Guarantee Number]

Dated:

To,

DIRECTOR OF AVIATION,
DIRECTORATE OF AVIATION,
BPI AIRPORT, BHUBANESWAR

Subject: Bank Guarantee for Bid Security – Bid for the Operation, Maintenance, and Management of Aviation Security Training Institute Project

Dear Sir/Madam,

In consideration of you, the Directorate of Aviation, having its office at BPI Airport, Bhubaneswar (hereinafter referred to as the "Authority"), having agreed to receive the Bid of _____[Bidder's Name], a company registered under the Companies Act, 1956/2013, and having its registered office at [Bidder's Address], for the Operation, Maintenance, and Management of Aviation Security Training Institute Project on OMM basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated [Insert RFP Issue Date] issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we, [Name of the Bank], having our registered office at [Bank's Registered Office Address] and one of its branches at [Bank's Branch Address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby irrevocably, unconditionally, and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [Insert Amount] (Rupees [Insert Amount in Words] only) as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest, or protest and without any reference to

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the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents, including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. 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. [Insert Amount] (Rupees [Insert Amount in Words] only).

This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator, or any other authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger, or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend the time for submission of the Bids or the Bid validity period or the period for conveying acceptance of the Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act, or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger, or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand, or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [Insert Bank's Name along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank, and the guarantee herein contained shall be enforceable against the Bank, notwithstanding

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any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [Insert Amount] crore (Rupees [Insert Amount in Words] crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [Insert Date falling 180 days after the Bid Due Date].

Signed and delivered by [Insert Bank's Name]

By the hand of Mr./Ms. [Insert Name], its [Insert Title] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

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9.3. Appendix III

APPENDIX–III

POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.1.8 and 2.11)

To,

DIRECTOR OF AVIATION,
DIRECTORATE OF AVIATION,
BPI AIRPORT, BHUBANESWAR

Sub: Power of Attorney for [Insert Name of Authorized Representative] for signing of Bid for the Operation, Maintenance, and Management of Aviation Security Training Institute Project

Know all men by these presents, We, [Insert Name of the Firm and Address of the Registered Office], do hereby irrevocably constitute, nominate, appoint, and authorize Mr./Ms. [Insert Name of Authorized Representative], son/daughter/wife of [Insert Father's/Husband's Name] and presently residing at [Insert Address], who is presently employed with us and holding the position of [Insert Position], 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 bid for the Aviation Security Training Institute Project proposed or being developed by the Directorate of Aviation, (the "Authority") including but not limited to signing and submission of all applications, bids, and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession 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 and/or till the entering into of the Concession Agreement with the Authority.

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, [Insert Name of the Firm], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [Insert Day] DAY OF [Insert Month], [Insert Year].

For [Insert Name of the Firm]

(Signature, name, designation, and address of the executant)

Witnesses:

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- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

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

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

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 Bidders 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.

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9.4. Appendix IV

APPENDIX – IV

ORGANIZATIONAL DETAILS OF THE BIDDER

SL NO	DETAILS	
1.	Name of Organization	
2.	Main areas of business	
3.	Whether in the business of providing Aviation Training and/or Aviation Security Training for at least 03 years as of 01.04.2025.	
4.	Type of Organization Firm/ Company/ Partnership firm registered under the Indian Companies Act, 1956/ the partnership Act.1932	
5.	Whether the firm has been blacklisted by Central Govt./ State Govt./PSU/ Govt. Bodies Autonomous? If yes, details thereof	
6.	Address of registered office with telephone no., fax, e-mail id, website.	
7.	Contact Person with telephone no. & e-mail ID	

Enclose:-

1. Copy of Certificate of Incorporation.
2. Copy of Certificates/ Authorization from Govt and/or international Agencies such as IATA/ACI/DGCA/BCAS, to be provided in respect of 3 above.
3. Copy of Copy of Articles of Association in respect of 4 above.
4. Undertaking in respect of 5 above (Self-Declaration on the company letterhead by the CEO or Power of Attorney holder for not have been blacklisted by any State Govt / Central govt or any Autonomous Bodies for non-performance in last 5 years from date of submission of the bid)

Signature of the applicant

Full name of the applicant

Stamp & Date

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9.5. Appendix V

APPENDIX – V

FINANCIAL DETAILS OF THE BIDDER

SL NO	FINANCIAL YEAR	Whether Profitable Yes/No	Annual Net profit (In Rs)	Annual Turnover (In Rs)
1.	2021-2022			
2.	2022-2023			
3.	2023-2024			
4.	2024-2025*			
*Provisional Financial Statements duly signed by the Bidder to be provided.				

Signature of the applicant

Full name of the applicant

Stamp & Date

Enclose: -

1. Audited financial Statements

2. CA certified document detailing the annual turnover of the firm may be submitted as proof (CA certificate without bearing UDIN will not be entertained).

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9.6. Appendix VI

APPENDIX – VI

LIST OF TRAINERS ON PAYROLL OF THE BIDDER

SL NO	NAME	DESIGNATION	Educational Qualification	Professional Accreditation/Trainers Certification (BCAS /IATA/DGCA/ACI/ICAO)

Signature of the applicant

Full name of the applicant

Stamp & Date

Enclose:-

1. Copy of Educational Qualification certificate.
2. Additional trainer certification, if any.

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9.7. Appendix VII

APPENDIX – VII

FINANCIAL BID STRUCTURE

[Bidder's Name]

[Bidder's Address]

Financial Bid for Operation, Maintenance, and Management of Aviation Security Training Institute (ASTI)

S. No	Description	Percentage (%)	Remarks
1	Revenue Share Per Trainee	To be quoted by Bidder	Subject to minimum of 10% of fees collected from the trainees.

I/We hereby offer share of Revenue per trainee for the Training Courses conducted by us in the ASTI.

I/We understand that the above is exclusive of the Fixed monthly payments mentioned vide clause 7.3 of this RFP.

I/We also understand that the above charges per trainee shall commence from the date of commencement of trainings.

Declaration:

I/We hereby submit the financial bid as detailed above for the Operation, Maintenance, and Management of the Aviation Security Training Institute (ASTI) in accordance with the terms and conditions outlined in the RFP issued by Directorate of Aviation.

Authorized Signatory:

Date:

Name:

Designation:

Company Seal

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10. Concession Agreement for Operation, Maintenance, and Management of Aviation Security Training Institute

This Concession Agreement ("Agreement") is made on [Insert Date] by and between:

The Directorate of Aviation, Government of Odisha, having its office at BPI Airport, Bhubaneswar (hereinafter referred to as the "Authority"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns.

AND

[Insert Name of Concessionaire], a company incorporated under the Companies Act, 1956/2013 with CIN....., and having its registered office at [Insert Address of Concessionaire] (hereinafter referred to as the "Concessionaire"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns.

The Authority and the Concessionaire shall collectively be referred to as "Parties" and individually be referred to as "Party" as the case may be.

WHEREAS:

(A) For implementation Aviation Security Training Institute (the "ASTI"), the Authority desires to engage the Concessionaire for the operation, maintenance, and management of the Aviation Security Training Institute (the "Project") at Directorate of Aviation, Govt of Odisha, BPI Airport, Bhubaneswar in accordance with the terms and conditions set forth in this Agreement.

(B) The Authority had accordingly invited proposals by its Request for Proposal dated (the "Request for Proposal" or "RFP") for selection of bidder to operate, maintain and manage the Project on PPP basis.

(C) After evaluation of the bids received, the Authority had accepted the bid of the {selected bidder} and issued the Letter of Award No. dated (hereinafter called the "LOA") to the {selected bidder} requiring, inter alia, the execution of this Concession Agreement within 45 (forty-five) days of the date of issue thereof.

(D) The Authority has accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project on PPP model, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Scope of the Project

The scope of the Project (the "Scope of the Project") shall mean and include, during the Concession Period:

- (a) procurement of the additional equipment and materials as per the concessionaire's requirement for operation, maintenance and management of the ASTI
- (b) procurement and maintenance of software and technology to be used for providing the Services in accordance with the provisions of this Agreement;

Request for Proposal (RFP) for Operation, Maintenance, and Management of Aviation Security Training Institute (ASTI)

- (c) operation and maintenance and management of the Project in conformity to the provisions of this Agreement;
- (d) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

2. Grant of Concession

2.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws, the Applicable Permits and Good Industry Practice, the Authority hereby grants to the Concessionaire and the Concessionaire hereby accepts the exclusive right, license and Authority to finance, operate, maintain and manage the Project at the Site (the “Concession”) and provide Services for a period of 3 (three) years, commencing from the Appointed Date and ending on the Transfer Date (the “Concession Period”), which includes construction of the Project Assets and to exercise and/or enjoy the rights, power, privileges and entitlements as set forth in this Agreement and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

2.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall entitle or oblige the Concessionaire to undertake the following in accordance with the provisions of Applicable Laws and Applicable Permits, during the Concession Period to:

- (a) Right of Way, access, and license to the Site for the purpose of and to the extent conferred by the provisions of this Agreement.
- (b) finance, upgrade, equip, operate, maintain and manage the Project as per the terms and conditions of this Agreement including Applicable Laws, Applicable Permits and Good Industry Practice and transfer the same to the Authority or designated Government agency on the Transfer Date.
- (c) operate, maintain, and manage the ASTI and regulate the use thereof by third parties.
- (d) demand, collect and appropriate Fee from Users liable for payment of Fee for using the ASTI and/ or availing any Services or any part thereof and refuse entry to any User if the Fee due is not paid.
- (e) perform and fulfil all of the Concessionaire’s obligations under and in accordance with this Agreement including Applicable Laws, Applicable Permits and Good Industry Practice.
- (f) provide Services to the Users and/or any other service providers as per the terms and conditions of this Agreement including Good Industry Practice and Applicable Law.
- (g) bear and pay all costs, expenses, and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement.
- (h) access the common areas, facilities, and infrastructure at the Site, as long as such right to access is limited to the extent that it is required for operating and maintaining the ASTI and/ or providing Services.
- (i) neither assign, transfer, or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the ASTI nor sell, transfer, exchange, lease, sub-license part possession thereof, save and except as expressly permitted by this Agreement.

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3. Obligations

3.1 Obligations of the Authority

- 3.1.1 Provide the initial infrastructure, facilities, and interim training location as mentioned in the RFP.
- 3.1.2 Facilitate any clearances required for the operation of the ASTI.
- 3.1.3 Monitor compliance with agreed KPIs and Service Level Agreements (SLAs).
- 3.1.4 Review and approve the training fee structure for regulated courses.
- 3.1.5 Assist in coordination with state level authorities for any issues relating to operations, maintenance and management of ASTI.
- 3.1.6 Undertake the Capex and cost of students sponsored for various trainings in the ASTI.
- 3.1.7 Carry out major repair & maintenance of infrastructure except for maintenance or repair arising out of incorrect and/or inappropriate use of the equipment's leading to physical and/or technical, malfunction at the sole discretion of the authority.

3.2 Obligations of the Concessionaire

- 3.2.1 Operate, maintain, and manage the ASTI in accordance with the guidelines set forth in the RFP and subsequent agreements.
- 3.2.2 Procure all necessary approvals and authorizations from the Bureau of Civil Aviation Security (BCAS) for conduct of BCAS approved training
- 3.2.3 Conduct both regulated and Other Training Courses as per BCAS and/or DGCA/ ICAO etc. standards.
- 3.2.4 Pay the monthly concession fee, share of revenue per trainee, and other applicable bills as per the Payment Schedule.
- 3.2.5 Ensure the upkeep, maintenance, and safety of all training facilities and infrastructure.
- 3.2.6 Adhere to the KPIs and SLAs as specified in this agreement. Submit reports of compliance in agreed format.
- 3.2.7 Bear the cost of marketing and promotional activities and also of utilities, such as electricity and water, from the date of award.
- 3.2.8 Provide to the Authority periodic reports on performance and training outcomes and any other reports as required by the Authority.
- 3.2.9 Carry out routine maintenance of equipment's and infrastructure at its own cost.
- 3.2.10 Maintain an inventory of Equipment's and infrastructure along with updated status and intimate the authority periodically.
- 3.2.11 Provide report and returns on routine maintenance activities of Equipment's and Infrastructure.
- 3.2.12 Apply normal charges as fixed by BCAS for trainings sponsored by the Government of Odisha after deducting the revenue share dues.

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4. Inventory of Equipment and Infrastructure

- 4.1 A detailed inventory of all equipment and infrastructure provided by the Authority will be annexed to this agreement, to be amended from time to time depending on requirements.
- 4.2 Concessionaire will conduct a joint verification of inventory upon commencement and maintain a record of the condition.
- 4.3 Equipment includes, but is not limited to, classroom setups, IT infrastructure, and any safety equipment etc. for training purposes.

5. Maintenance Responsibilities of Equipment and Infrastructure

- 5.1 Concessionaire Responsibilities: Responsible for regular preventive and corrective maintenance of all equipment and infrastructure. This includes periodic servicing, replacement of consumables, and repairs due to normal wear and tear.
- 5.2 Authority Responsibilities: Major structural repairs (excluding damage caused by negligence) will be the responsibility of the Authority, as per agreed timelines.

6. Standard Operating Procedures

- 6.1 Within 30 days of letter of award the concessionaire shall submit a draft SOP for approval of the Authority. Any amendments there after shall have prior approval of the Authority.
- 6.2 Operational SOPs: The Concessionaire shall follow Standard Operating Procedures (SOPs) for the conduct of training, safety protocols, equipment handling, and maintenance. These SOPs shall comply with the latest BCAS guidelines and international best practices.
- 6.3 Safety SOPs: Procedures for fire safety, emergency evacuations, and other safety measures to be strictly adhered to as per the safety guidelines.
- 6.4 Maintenance SOPs: Regular maintenance schedules to be created, documented, and shared with the Authority for review. Equipment to be inspected monthly, and a quarterly maintenance report to be submitted.

7. Payment Schedule

- 7.1 The Concessionaire shall pay a monthly concession fee of INR 30,000 (Rupees Thirty Thousand Only) by the 7th day of each month in advance.
- 7.2 The Revenue Share Per Trainee (RST) shall be payable by 7th day of each month for the training conducted in the previous month and shall commence from the date of commencement of training.
- 7.3 The monthly concession fees is subject to a 10% escalation annually, commencing 12 months from the start of payment obligations.

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- 7.4 Fees commencement date – In order to help the concessionaire in developing and settling of the training activities, a period of 1 (One) year from the date of taking over of the premises is allowed as a moratorium period. The date of taking over of the premises shall be within 60 days from the date of award of Concession or any extension approved by the Authority. However, the payments for consumables like: - Electricity, Water etc. shall be paid by the concessionaire as per actuals.
- 7.5 All payments to be made through bank transfer to the designated Authority account.

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11. Service Level Agreement (SLA)

1. Introduction

This Service Level Agreement (SLA) outlines the expectations and standards for the performance and management of the training facility. The document sets out Key Performance Indicators (KPIs) that will be monitored and reported to ensure service quality, efficiency, and compliance.

2. Service Level Objectives

The objectives of this SLA are to:

- i. Ensure high standards in academic and training delivery.
- ii. Maintain a safe, clean, and well-equipped training facility.
- iii. Ensure compliance with regulatory standards.
- iv. Ensure efficient and timely reporting to the Authority.
- v. Maintain high satisfaction among trainees and ensure proper infrastructure management.

3. Scope of Services

The scope includes:

- i. Academic training and course delivery.
- ii. Infrastructure and facility maintenance.
- iii. Compliance with regulatory guidelines.
- iv. Logistical and administrative support.
- v. Reporting and certification adherence.

4. Key Performance Indicators (KPI) and Service Levels

Sl No	Category	KPI	Measurement	Frequency	Target	Penalty for Non-Compliance
1	Academic Excellence	Satisfaction Score	Feedback surveys collected after each course	After each training course	85% average satisfaction score	Rs 5,000/- for every batch having average satisfaction course below 85% to 80% Rs 10,000/- for every batch having average satisfaction course below 80%
		Certification Rates - Pass Rate	Percentage of trainees passing regulated courses	Monthly analysis	80% pass rate	Rs 5,000/- for every batch having pass rate below 80% up to 75% Rs 10,000/- for every batch having pass rate below 75%
2	Infrastructure Maintenance	Equipment & Facility	Equipment uptime records	Monthly assessment	95% availability	Rs 5,000/- per week per equipment on un-availability, to be paid until 100%

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SI No	Category	KPI	Measurement	Frequency	Target	Penalty for Non-Compliance
		Availability				availability.
		Response Time for Maintenance	Response logs from maintenance records	Continuous monitoring	Minor: 24 hrs, Major: 7 days	Rs 2,000/- per delayed minor repair; Rs 10,000 per delayed major repair
3	Compliance	Compliance with BCAS Guidelines	Incident reports and compliance logs	Ongoing	Max 2 non-compliance incidents per year	Rs 50,000/- per incident after the second incidents
4	Reporting	Timely Submission of Monthly Reports	Submission of monthly performance reports	By the 10th of each month	100% adherence to the reporting timeline	Rs 5,000/- per late submission
5	Logistics & Administration	Logistics & Admin Support	Trainee feedback	After each training course	80% or higher satisfaction rating	Rs 5,000/- per course for satisfaction rating below 80% up to 75% Rs 10,000/- per course for satisfaction rating below 75%
6	Employment Placement	Placement for Other Training Courses	Employment data & trainee feedback	Quarterly review	50% placements for Other Training Courses	Rs 25,000/- incentive up to 50% placement (subject to a minimum of 25%) Rs 40,000/- incentive above 50% placement
7	Instructor Availability	Qualified Instructor Availability	Attendance records & qualification checks	Monthly review	100% availability of qualified instructors	Rs10,000/-per missed / cancellation of a session

5. Maintenance Standards

S No	Category	KPI	Measurement	Frequency	Target	Penalty for Non-Compliance
1	Housekeeping & Facility Maintenance	Cleanliness and Maintenance of Facilities	Regular inspections and trainee feedback	Weekly inspections	90% satisfaction score for cleanliness & upkeep	Rs 5,000/- per incident of reported unsatisfactory cleanliness
2	Electrical Equipment Maintenance	Electrical System Functionality	Equipment maintenance logs and incident reports	Monthly inspections	No electrical faults to impact training sessions	Rs 10,000/- per incident affecting training
3	Training Aids & Equipment Maintenance	Operational Condition of Training Aids & Equipment	Monthly equipment performance check	Monthly review	98% equipment functionality during training	Rs 5,000/- per training session disrupted due to faulty equipment

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6. Performance Evaluation and Review

- i. Monthly reviews of the KPIs shall be conducted by a committee headed by Director of Aviation or his designated representative with a member of the concessionaire to evaluate the performance and compliance with the SLA.
- ii. Quarterly meetings shall be held between the Authority and the Concessionaire to review SLA adherence.
- iii. Annual performance reviews shall determine contract renewal conditions, incentives for excellent performance, or penalties for significant SLA violations.

7. Reporting and Documentation

- i. Monthly Reports: To include training conducted, feedback scores, incidents, equipment maintenance logs, compliance adherence, and any issues resolved. The format of reports will be proposed by the concessionaire and will be adopted by the Authority.
- ii. Quarterly Reports: Consolidated data analysis on all KPIs, including training feedback, facility maintenance, and incident logs. The format of reports will be proposed by the concessionaire and will be adopted by the Authority.
- iii. Annual Report: Comprehensive review of the year's performance including KPI adherence, compliance records, and overall achievements. The format of reports will be proposed by the concessionaire and will be adopted by the Authority.

8. Penalties and Incentives

- i. Penalties for non-compliance will be levied as specified under each KPI.
- ii. Incentives for exceeding KPIs may include bonuses or extensions of the agreement, at the discretion of the Authority.

9. Force Majeure

Any failure to meet SLA targets due to force majeure events, such as natural disasters, strikes, or other unforeseen circumstances, will not incur penalties. A detailed incident report must be submitted to the Authority within 24 hours of the event.

10. Agreement Modifications

This SLA can be reviewed and modified annually or as required, based on mutual consent. Any amendments must be in writing and signed by both Parties.

11. Dispute Resolution

Any disputes arising from this SLA shall be resolved through amicable negotiations. If unresolved, the matter will proceed as per the Dispute Resolution Procedure outlined in the main Operation & Maintenance Agreement.