



Government of Odisha
Commerce & Transport (Transport) Department

***“REQUEST FOR PROPOSAL (RFP) FOR LEASING
LAND FOR UAV (DRONE) TESTING, TRAINING
AND PROMOTIONAL FACILITY AT
RANGEILUNDA AIRPORT, BERHAMPUR
”***

09.07.2025
Reference No-8350

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document for the sole purpose of participating in the selection process for **“Leasing Land for UAV (Drone) Testing, Training and Promotional Facility at Rangeilunda Airport, Berhampur”**, and this document must not be used for any other purpose. This document must not be passed on to a third party, except professional advisers assisting with submission of this Bid. This document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written, oral, electronic, or any other form without written permission from the issuing Authority.

GOVERNMENT OF ODISHA COMMERCE & TRANSPORT (TRANSPORT) DEPARTMENT
Request For Proposal (RFP) (Reference No. 8350)
Leasing of Land for Establishment of UAV (Drone) Testing, Training and Promotional Facility at Rangeilunda Airport, Gopalpur Odisha
Government of Odisha, Commerce & Transport (Transport) Department invites Request For Proposal (RFP) for “Leasing of Land for Establishment of UAV (Drone) Testing, Training and Promotional Facility at Rangeilunda Airport, Gopalpur Odisha” complying to all the norms as prescribed by the DGCA Ministry of Civil Aviation, Government of India. Eligible and interested UAV OEMs and RPTOs may download the Request for Proposal (RFP) document which contains the details of the requirement from the following website of Government of Odisha and submit their offer, https://tendersodisha.gov.in/nicgep/app https://ct.odisha.gov.in/tenders Proposals complete in all respect should reach the undersigned latest by 03:00 PM on 31.07.2025 (“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

Invitation for Proposal
Commerce & Transport (Transport) Department
Government of Odisha

Ref. No. 8350

Dated: 09.07.2025

Leasing of Land for Establishment of UAV (Drone) Testing, Training and Promotional Facility at Rangeilunda Airport, Gopalpur Odisha

The Government of Odisha desires to lease out land at Rangeilunda Airport, Berhampur, for the establishment of a UAV (Drone) Testing, Training and Promotional Facility, as per the tender document available on the website of the Government of Odisha <https://tendersodisha.gov.in/nicgep/app> & <https://ct.odisha.gov.in/tenders>.

The Commerce & Transport (Transport) Department, Government of Odisha invites online tender for “**Leasing of Land at Rangeilunda Airport** for the establishment of a UAV (Drone) Testing, Training and Promotional Facility” for Govt. of Odisha.

Sr. No	Description	Date/ Detail
1.	Issue of Tender/Bid document	10. 07. 2025
2.	Last date for receipt of queries	17. 07. 2025
3.	Pre-Bid Conference	19. 07. 2025
4.	Due Date for submission of Bid	31. 07. 2025 3.00 PM
5.	Online Opening of Technical Bid	31. 07. 2025 3.30 PM
6.	Online Opening of Financial Bid	To be decided
7.	Cost of Tender Document	Rs. 10,000/- (Rs. ten thousand only) payable online

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

Commerce & Transport (Transport) Department, Government of Odisha reserves the right to accept/reject any/all tenders without assigning any reason thereof.

- sd –

Special Secretary to Govt. & Director of Aviation,

Commerce & Transport (Transport) Department

Government of Odisha

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Disclaimer

The information contained in this Request for Proposals 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 on the terms and conditions set out in this RFP and such other terms and conditions subject to which the information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to 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 the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to **“Leasing of land for establishment of Unmanned Aerial Vehicle (UAV) (Drone) testing, training and promotional facility at Rangeilunda Airport, Berhampur in the State of Odisha”**. 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 this RFP 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 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 Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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 at 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 Lessee, 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 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.

The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties 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. This provision 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.

The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to the Authority or any of its respective officers, employees, advisors or agents.

Each Bidder's procurement of this RFP constitutes its agreement to and acceptance of the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

Glossary

Associate	As defined in Clause 4.2.7
Authority	As defined in Clause 1.1.2
Bid(s)	As defined in Clause 1.2.5
Bid Due Date	As defined in Clause 1.1.15
Bid Security	As defined in Clause 4.17
Bidder(s)	As defined in Clause 1.2.5
Bidding Documents	As defined in Clause 1.2.7
Bidding Process	As defined in Clause 1.2.2
Conflict of Interest	As defined in Clause 4.2.3
Damages	As defined in Clause 4.2.3
DBOM	As defined in Clause 1.1.2
Financial Capacity	As defined in Clause 4.2.6
License	As defined in Clause 1.2.10
Government	Government of India
Highest Bidder	As defined in Clause 4.20.1
Net Worth	As defined in Clause 4.2.10
Lease Agreement	As defined in Clause 1.1.2
Lessee	As defined in Clause 1.1.3
Performance Security	As defined in Clause 1.1.5
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer
Selected Bidder	As defined in Clause 4.19.2
Technical Capacity	As defined in Clause 4.2.5
Tie Bidders	As defined in Clause 4.20.4

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

e-Procurement Guidelines & Instructions to Interested Bidders

1. Bid documents consisting of qualification information and eligibility criteria of applicants, plans, drawings & the schedule of quantities is available in the “<https://tendersodisha.gov.in>”.
2. **PARTICIPATION IN THE BID IN THE E-PORTAL:** The Applicant intending to participate in the bid is required to register in the e-Portal with some information about the Company. This is a onetime activity for registering in Portal. During registration, the Applicant has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, eMudhra etc.
3. Applicant has to submit the relevant information as asked for about the Company. The portal registration of the applicant is to be authenticated by the State Procurement Cell after verification of online documents like valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC)/ GST Clearance Certificate (for procurement of goods) of the concerned applicant. The time period of validity in the portal is at par with validity of RC/ GST Clearance.
4. To log on to the portal the Applicant is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user’s DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
5. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersorissa.gov.in will appear in the “Latest Active Tender” Section of the homepage. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the “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

- OIT 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.
 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

1. INTRODUCTION

1.1. Background

1.1.1. The Commerce & Transport (Transport) Department, Government of Odisha is mandated to encourage establishment of Unmanned Aerial Vehicle (UAV) testing, training and promotional facility at Rangeilunda Airport, Berhampur in the State of Odisha in line with the State Aviation Policy of Government of Odisha (2022).

1.1.2. The Commerce & Transport (Transport) Department, Government of Odisha (the “**Authority**”) has decided to select a bidder for leasing out its space (**minimum 1000 Sq mt**) at Rangeilunda (Berhampur) of Ganjam District, for establishment **Unmanned Aerial Vehicle (UAV) (Drone) testing, training and promotional facility at Rangeilunda Airport, Berhampur in the State of Odisha** (the “**Project**”) on Design, Build, Operate, and Maintain (the “**DBOM**”) basis, the details of which are set out in Schedule A of Draft Lease Agreement (the “**Lease Agreement**”) and has decided to carry out the bidding process for selection of private entity to whom the Project may be awarded.

1.1.3. The Selected Bidder, which shall be an incorporated entity (the “**Lessee**”), shall be responsible for Design, Build, Operate, and Maintain (the “**DBOM**”) of Unmanned Aerial Vehicle (UAV) testing, training and promotional facility for a period of 10 (Ten) years and such period shall be extendable by 5 (five) years subject to the discretion of the Authority.

1.1.4. Salient features of the Lease Agreement are given below:

The Authority will provide limited lease rights over the land parcel, which is more particularly described in Schedule A of Lease Agreement hereto at which suitable structure including other associated infrastructure, is to be constructed/already constructed to carry out the permitted testing & training activities as per the statutory regulations and terms of the Lease agreement.

The selected entity ("Lessee") shall be responsible for planning, financing, constructing, operating, and maintaining dedicated UAV infrastructure at Rangeilunda Airport for a period as specified in the Lease Agreement. The facility is intended to serve OEMs, civil aviation authorities, and ecosystem stakeholders for experimentation, demonstration, certification, skilling, and operational readiness of UAV platforms.

1.1.5. The Lessee shall, for securing the performance of its obligations under the Lease Agreement, provide to the Authority, an irrevocable and unconditional bank guarantee towards in the form of Performance Security, in accordance with the provisions contained

- in the Lease Agreement, from a nationalised/ scheduled Bank in India, in the form set forth in Schedule E as per the terms of the Appendix 18 (the “**Performance Security**”).
- 1.1.6. The Lessee shall, within 30 (thirty) days of the issue of LOA, sign the Lease Agreement and concurrently furnish a Performance Security of INR 10,00,000,(Rupees 10 Lakhs Only) as per Appendix 18. Until such time, the Performance Security is provided by the Lessee and the same comes into effect, the Bid Security shall remain in force and effect. The Performance Security shall remain in force and shall be kept in effect by the Lessee, during the subsistence of the Lease Agreement and 6 (six) months thereafter.
- 1.1.7. The Lessee shall use the Site only for the Permitted Uses granted by the Authority as defined in Schedule -C of Lease Agreement.
- 1.1.8. In consideration of the lease rights granted by the Authority to the Lessee, the Lessee shall be obligated to pay the Fee as set out in Lease Agreement, the License fee shall become payable on and from the Fee Commencement Date and the Lease rental shall become payable from the agreement signing date. **The Fee payable to the Authority shall be the sum of Lease Rental and the License Fee of the Lease Agreement. The details of the fees payable by the Lessee to the Authority is provided below:**
- a. **Lease Rental:** The Selected Entity shall pay to the Authority an annual Lease rental @ Rs100/- (Rupees 100 per square meter per year) to be escalated by 4% every year. The minimum land to be allotted is 1000sqmt. The maximum depends upon availability, suitability and discretion of the authority.
 - b. **License Fee:** Quoted License Fee as Bid Parameter which shall not be less than Rs 5,00,000/- (Rupees Five Lakhs Per Annum)
 - c. **Escalation Provision**
 - i. **Lease Rental:** An escalation of 4% every year from the **agreement signing date**
 - ii. **License Fee:** An escalation of 4% every year from **Fee Commencement Date**
 - d. **Gestation Period: The License Fee shall Commence from Fee Commencement date which is 180 Days after agreement Signing Date.**
- 1.1.9. Notwithstanding anything herein contained that may be or appear to be, to the contrary, it is expressly understood and agreed that the Authority herein reserves the right to grant lease of similar sites to other agencies also on other parts of the airstrip Airport/ land parcels.
- 1.1.10. After completion / termination of this Lease Agreement, the Lessee shall handover and transfer the Site free from any defect or encumbrances in terms of Clause 33 of the Lease Agreement, to the Authority at zero cost. The Lessee shall not have the right to seek a renewal/ Extension of the Lease Agreement except as per the provisions of the Lease Agreement. Notwithstanding the foregoing, in case the existing Lessee wishes to continue using the site, he shall be required to participate in successive/ fresh bidding process

initiated by Authority for that Site wherein Right of First Refusal (ROFR) shall be given to the Lessee to match the first rank bid in terms of the selection criteria provided its bid is within 15% of the most competitive bid received and subject to the condition that no Lessee's Event of Default has occurred during the preceding 5 (Five) years.

1.1.11. A. **Essential Eligibility Criteria:**

- I. The Bidder must be a **legal entity incorporated in India** under the Companies Act, 1956 or 2013, or registered as a **Micro, Small & Medium Enterprise (MSME)**.
- II. The Bidder must have been in **continuous operation for at least three (3) years** as of the bid submission date.
- III. The Bidder must belong to **one or more** of the following categories:
 - a) Original Equipment Manufacturer (OEM) of Unmanned Aerial Vehicles (UAVs)
 - b) Remote Pilot Training Organization (RPTO) authorised by the DGCA
 - c) Authorized UAV Testing Center
 - d) Registered Research Institute engaged in UAV or aerospace technology

B. **Preferable Criteria.**

- I. The Bidder must have **experience in training UAV pilots** under government-recognized or affiliated programs.
- II. The Bidder must have **supplied at least one UAV platform with Minimum Take-Off Weight (MTOW) between 50 kg and 100 kg** to a Government of India department, agency, or institution in the last three years (directly or through a partnership).
- III. The Bidder must have **supplied at least one UAV platform with MTOW $\geq$ 200 kg** to any Government of India department, agency, or public sector undertaking (PSU), either directly or through a consortium partner.
- IV. The Bidder must have demonstrated **successful UAV flight operations above 12,000 feet AMSL with a payload of at least 30 kg**, backed by a **certificate from a recognized government authority or defence establishment**.
- V. The Bidder shall hold at least one (1) registered patent or trademark under its own name related to UAV platforms, components, subsystems, or associated UAV technologies

1.1.12. The assessment of actual costs involved in implementation of the Project will have to be made by the Bidders.

1.1.13. The Lease Agreement sets forth the detailed terms and conditions for the grant of lease to the Selected Bidder.

1.1.14. 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 interpreted as limiting in any way or manner, the obligations of the Lessee set forth in the Lease Agreement or the Authority's rights to amend, alter, change, supplement

or clarify the lease 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.

- 1.1.15. 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 3 for submission of Bids (the “**Bid Due Date**”).

1.2. Brief description of Bidding Process

- 1.2.1. The Authority has adopted a single-stage, two-envelope bidding process (the “Bidding Process”) comprising submission of a Technical Bid and a Financial Bid. The Bidders are required to submit both envelopes in accordance with the terms and provisions set forth in this Request for Proposal (the “RFP”).
- 1.2.2. The entities participating in this RFP process (the “Bidders” or “Applicants”) shall be required to submit their bids (the “Bids”) in the prescribed formats and in compliance with all requirements of the RFP. Envelope I shall contain the Technical Bid and shall include: (i) a copy of the Company Incorporation Certificate; (ii) documents establishing compliance with the eligibility conditions set out under **Clause 4.2** ; (iii) necessary undertakings and declarations as specified in the RFP; (iv) a valid Power of Attorney executed in favour of the Authorised Signatory; and (v) a duly signed Integrity Pact.
- 1.2.3. Envelope II shall contain the Financial Bid, which shall include the License Fee quotation (where competitive bidding is applicable). Bidders shall ensure that the quoted License Fee is exclusive of applicable taxes. The Financial Bid shall be submitted strictly in the specified format as provided in the RFP documents.
- 1.2.4. It is clarified that the Financial Bids of only those Bidders who are declared technically qualified by the Evaluation Committee shall be opened and considered for final evaluation. All other bids shall be rejected without further consideration.
- 1.2.5. Bidders are advised to familiarize themselves with the bidding instructions and procedures outlined under the “Instructions for Online Bid Submission” section of this RFP and may visit the designated e-procurement portals at <https://tendersodisha.gov.in/nicgep/app>, <https://ct.odisha.gov.in/tenders> & <https://etenders.gov.in/eprocure/app> for further guidance. The Authority may, at its sole discretion, issue addenda or clarifications to facilitate a fair, transparent, and competitive bidding process, and all such documents shall be deemed to form part of the Bidding

Documents

2. PRE-BID CONFERENCE

- 2.1. Pre-Bid Conference shall be held at the venue as mentioned in Clause 3.1 and also online through Video Conference as communicated by the Authority, to clarify issues and to answer questions on any matter that may be raised at that stage. The date and time of the pre-bid conference is as mentioned in Clause 3.1 of this RFP. All the Bidders shall be required to furnish the details of their respective representatives who will be participating in the conference like **(i) Name and Designation, (ii) Name of the Company, (iii) Email ID, (iv) Mobile Number, (v) Authorization from the bidder to attend the pre-bid etc.** by email to transcivilaviation@gmail.com after which the required Link / meeting number with password shall be provided to them before the Pre-Bid meeting. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate in the Pre-Bid Conference upon prior production of abovementioned details. If the Authority is unable to identify the authenticity of the participating representatives during the Pre-Bid Conference, the Authority shall have a right to either remove or block the said participating representatives from the conference.
- 2.2. 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.

3. SCHEDULE OF BIDDING PROCESS

- 3.1 The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Publication of Tender Documents at e-Procurement Portal	10. 07.2025
2.	Site visit by the Bidders	Request through email during Tender Sale period to be conducted in coordination with respective Commerce and Transport Department Govt of Odisha by 17.07.2025
3.	Pre-bid conference	19.07.2025 at 11.00 hrs. through Video Conferencing
4.	Last date for receiving pre-bid queries	17.07.2025 up to 17.00 hrs

Sl. No.	Event Description	Date
5.	Last date of Authority response to pre-bid queries	22. 07. 2025 up to 17.00hrs
6.	Last date for sale of Bid Documents at the e-Procurement portal	31. 07. 2025 up to 15.00 hrs
7.	Last date for downloading the Bid Documents from the e-Procurement portal	31. 07. 2025 up to 15.00 hrs
8.	Last date for online Bid submission (Bid Due Date)	31.07.2025 up to 15.00 hrs
9.	Last date of physical submission of original Bank Guarantee against Bid Security	31.07.2025 , 15.00 hrs
10.	Opening date and time of Technical Bid	31.07.2025 , 15.30 hrs
11.	Opening date and time of Financial Bid	To be decided

4. INSTRUCTIONS TO BIDDERS

A. GENERAL

4.1. Scope of the Bid

- 4.1.1. The Authority wishes to receive Bids in order to select capable Bidder for the Project. The price bids of the Bidders fulfilling the eligibility criteria shall be subsequently evaluated
- 4.1.2. The Financial Bids of only those Bidders shall be opened who meet the Technical Bid criteria.

4.2. Eligibility, Bid Parameter and qualification requirement of Bidders

- 4.2.1. This tender document (RFP & Lease Agreement) is not transferable.
- 4.2.2. 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.
- 4.2.3. The Bidder shall not have any 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 forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.” Bidders to submit a self-declaration that they do not have any Conflict of Interest, refer para 6(b) of **Appendix-1** Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (a) A constituent of such Bidder is constituent of another Bidder; or
 - (b) A Bidder or its Director applying individually is also a member of another Bidder; or
 - (c) Such Bidder has same legal representative for purposes of this bid as any other Bidder; or
 - (d) Such Bidder or any associate thereof has a relationship with another Bidder, directly or through common 3rd party, 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.
- 4.2.4. To be eligible for this RFP, a Bidder shall fulfil the following conditions of eligibility:
- 4.2.5. Date (the “**Financial Capacity**”). In case the Applicant is formed/registered in the **Technical Capacity**: For demonstrating “**Technical Capacity**”, the Applicant shall, as

on the Bid Due Date, meet the requirements outlined in this clause and submit detailed information as specified in **Appendix 8 (Details of Technical Capacity of the Bidder)** of this RFP. The Applicant shall be -

- (i) Proprietary or Partnership Firm/ LLP Or Public or Private Limited Company;

OR

Central or State Government Organizations or their undertakings.

OR

- (ii) shall be a Remote Pilot Training Organization (RPTO), registered with and/or licensed by the Office of the Directorate General of Civil Aviation, India

However, Bidders shall provide self-declaration, as per para 23 of **Appendix-1**, that they will procure necessary approvals from all concerned authorities.

- 4.2.6. a. Nature of Entity: The Bidder must be a **legal entity incorporated in India** under the Companies Act, 1956 or 2013, or registered as a **Micro, Small & Medium Enterprise (MSME)** The Bidder must fall under one or more of the following categories:

- (i) Original Equipment Manufacturer (OEM) of Unmanned Aerial Vehicles (UAVs)
- (ii) Directorate General of Civil Aviation (DGA) authorized Remote Pilot Training Organization (RPTO)
- (iii) Authorized UAV testing Center
- (iv) Registered Research Institute engaged in UAV or aerospace technology

- b. The Bidder must have been in **continuous operation for at least three (3) years** as of the bid submission date, and Trained **UAV pilots under recognized or government-affiliated programs**

- 4.2.7. **Financial Capacity:** The Applicant shall have a minimum Net Worth of INR 1,00,00,000/- (Rupees one crore only) at the close of the preceding financial year of the Bid Submission current financial year, the condition of positive net worth shall not apply.

- 4.2.8. **Preferable Operational Experience:**

- (i) Supplied **at least one UAV platform with Minimum Take-Off Weight (MTOW)** between 50 kg and 100 kg to a Government of India department or agency, either directly or in collaboration with a partner, within the past three (3) years.
- (ii) **High Altitude Flight Demonstration:** The Bidder must have successfully conducted and demonstrated UAV flight operations at altitudes above 12,000 feet AMSL, carrying a payload of at least 30 kg. Certification of this operation must

be provided by a recognized government authority or defense unit.

- (iii) **Infrastructure Track Record:** The Bidder must have developed, owned or operated a drone testing or integration facility with a built-up area of not less than 500 sq.m.
- (iv) **Intellectual Property Ownership:** The Bidder must hold at least one registered trademark or patent under its own name related to UAV platforms, components, subsystems or associated technologies.

4.2.9. 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.

4.2.10. **Bid Parameter:** License Fee Quoted by the Bidder **subject to a minimum of Rs5,00,000/- (Rupees Five Lakh per Anum)**. Any bid with quoted License fee less than Rs5,00,000/- (Rupees Five Lakh per Anum) shall be rejected. Further, an escalation of 4% shall be applicable every year throughout the lease period. The bidder quoting the highest License Fee above the base rate Rs5,00,000(Rupees Five Lakh per Anum), shall be declared as the **Selected Bidder**, subject to meeting all other eligibility and technical qualification requirements specified in this RFP. All other applicable charges, including taxes, duties, cess, and statutory levies, shall be borne by the Lessee.

4.2.11. The following persons shall, however, be ineligible for submission of a bid in terms of this RFP and the bid submitted by them shall be deemed to be a non-responsive bid:

- (a) Persons or entities debarred/ blacklisted by CBI or the Authority or Government undertakings or any entity controlled by the Government such as railways, defence, or any other department of Government and such bar subsists as on the date of this RFP. The bidder has to submit an undertaking in this regard in the form given in **Appendix - 5**;
- (b) 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 wilful 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;

4.2.12. The Bidder shall enclose with its Bid, to be submitted in the form acceptable to the Authority:

- (a) 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
- (b) A declaration to the effect that it is not disqualified from submitting a bid in terms of Clause 4.2.9; and
- (c) The Bidder as individual or as associate firm/ vendor had any financial dealings with the Authority should clear all undisputed dues (including those disputes which are not stayed by any court/ tribunal or referred to Settlement Advisory Committee (SAC)), as on December 31, 2023. An undertaking to this effect is to be submitted by the bidder as per Appendix-5.

4.2.13. The Bidder should submit a Power of Attorney as per the format in Appendix-2, authorizing the digital signatory of the Bidder to commit the Bidder.

4.2.14. While qualification is open to persons from any other country, the following provisions shall apply:

- (a) Where, on the Bid Due Date, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or

- (b) if at any subsequent stage after the Bid Due Date, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, in the Bidder is held by the persons resident outside India.
- (c) then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

4.2.15. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

4.2.16. The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

4.3. **Implementation of Integrity Pact**

Signing of Integrity pact (as per **Appendix-12**) is mandatory for every bidder.

4.4. **Site visit and verification of information**

4.4.1. **Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the Site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to Site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them, at their own cost.**

4.5. **Acknowledgment of the Bidders**

4.5.1. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) 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 4.5 above;

- (d) satisfied itself about all matters, things and information including matters referred to in Clause 4.5 hereinabove necessary and required for submitting an informed Bid in accordance with the Bidding Documents and performance of all of its obligations thereunder.
 - (e) 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 4.5 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 Lease Agreement by the Lessee;
 - (f) acknowledged that it does not have any Conflict of Interest; and
 - (g) acknowledged that it is not disqualified or ineligible in terms of this RFP;
 - (h) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.5.2. 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 this RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority or matters incidental or ancillary thereto.

4.6. Verification and disqualification

- 4.6.1. The Authority reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

4.6.2. Right to accept or reject any or all Bids

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.

- 4.6.3. The Authority reserves the right to reject any Bid and debar the bidder, if
- (a) at any time, a material misrepresentation is made or uncovered, or

- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 4.6.4. 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:
 - (a) consider the next highest Bidder; or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 4.6.5. In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, that one or more of the 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 Lessee either by issue of the LOA or entering into of the Lease Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Lease 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 Lessee, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Lessee. In such an event, the Authority shall be entitled to forfeit and debar the Bidder, and appropriate the 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 Lease Agreement, or otherwise.
- 4.7. **Amendment of Bidding Documents**
 - 4.7.1. 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 Bidding Documents by issuance of addenda(s)/corrigendum(s).
 - 4.7.2. Any addendum/corrigendum(s) issued shall be part of the Bidding Document and shall be available on the Authority website/ e-Procurement portal or sent to the Bidders.
 - 4.7.3. In order to afford the Bidders a reasonable time for taking an addendum/corrigendum(s) into account for preparing their bids, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

B. PREPARATION AND SUBMISSION OF BIDS

4.8. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.

4.9. Submission of original Hard copy of Bank Guarantee against Bid Security

As per clause 4.17, the original hardcopy of the Bank Guarantee against Bid security, as per Appendix 16, must be submitted to Authority as per the date and time mentioned in Schedule of Bidding Process at the following address.

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

4.10. Instructions for submission of Bid

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

Format for Submission of Bid		
1.	Appendix-1	Letter comprising the Bid
2.	Appendix-2	Power of Attorney for signing the Bid
3.	Appendix-3	Transmission of Bank Guarantee Cover Message
4.	Appendix-4	Statement of Legal Capacity
5.	Appendix-5	Not Applicable
6.	Appendix-6	Transaction details of online payment made against Tender Fee
7.	Appendix-7	Particulars of the Bidder
8.	Appendix-8	Technical Capacity of the Bidder
9.	Appendix-9	Financial Capacity of the Bidder

Format for Submission of Bid		
10.	Appendix-10	Sample Format of Financial Bid submission
11.	Appendix-11	Any other document(s)
12.	Appendix-12	Integrity Pact
13.	Appendix -13	Details of Bid Security
14.	Appendix-14	Scanned copy of Bank Guarantee against Bid Security
15.	Appendix-15	Undertaking Regarding Debarment/Blacklisting
16.	Appendix-16	Proforma for Bid Security Bank Guarantee
17.	Appendix-17	Details of Terms and Conditions of allotment
18.	Appendix-18	Proforma for Performance Security Bank Guarantee

4.11. **Financial Bid:** The following shall be submitted as a part of Envelope II:

4.11.1. Financial Bid duly filled and digitally signed in prescribed format. as per **Appendix-10**.

4.11.2. Utmost care should be taken to upload the Financial Bid.

(a) Download Financial Bid format.

Please note that the format of Financial Bid as provided in **Appendix-10**, the Bidder needs to submit the Financial Bid online.

4.12. **Late Bids**

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.

4.13. **Modifications/Substitution/Withdrawal of Bids**

The Bidder may modify, substitute, or withdraw its Bid on the e-tender portal prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.14. **Validity of bids**

The bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the financial bid opening date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

4.15. **Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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 Authority will not return any Bid documents, or any information provided along with it.

4.16. **Bid Security**

4.16.1. The Bidder shall deposit, along with its Bid, a Bid Security of Rs. **1,00,000/- (One Lakhs)** in the form of Bank Guarantee, as per Appendix - 16 (Also Refer Appendix – 3, to be submitted to BG issuing Bank), details of which shall be submitted as given in Appendix-13 of RFP. Same shall be refundable no later than 60 (sixty) days from the Bid Due Date, except the Selected Bidder whose Bid Security shall be retained until such Selected Bidder has furnished the Performance Security as per Clause 8 of Lease Agreement. The proof of Bid Security thus submitted as Bank Guarantee is to be indicated under Appendix-14 of RFP and should be submitted in the technical bid.

4.16.2. Bid Security shall be accepted in the form of Bank Guarantee from a Nationalized or any scheduled bank (but not from Co-operative or Gramin bank).

4.16.3. Bank Account details of Authority for preparation of Bank Guarantee are as follows:

Corporate Name: DIRECTORATE OF AVIATION, B.P.I AIRPORT BHUBANESWAR

Bank Name: STATE BANK OF INDIA

SBI Current Account N0-10977507378

IFSC Code: SBIN0010249

BG Advising Message: [●]

4.16.4. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive. The Bid security details as per Appendix 13 shall match with details as per financial bid, in case of any discrepancy, the Bid shall be treated as non-responsive.

4.16.5. Scanned copy of all the Documents of Envelope-I mentioned above shall be submitted on

the e-Procurement portal.

4.16.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 4.16.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

4.16.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Lease Agreement, or otherwise, if

- (a) a Bidder submits a non-responsive Bid;
- (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP;
- (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Lease Agreement within specified period; or
 - iii. to furnish the Performance Security within the period prescribed thereof in the Lease Agreement.
- (e) the Selected Bidder, having signed the Lease Agreement, commits any breach thereof prior to furnishing the Performance Security.

4.16.8. Refund of Bid Security

The refund of Bid Security to tenderers who fail to qualify, in the eligibility/technical criteria. shall be initiated within 14 days of their rejection. For all tenderers who qualify and their financial bids are opened, the refund of Bid Security of all such tenderers except for Selected Bidder shall be processed within 14 days of the financial bid.

4.17. Opening and Evaluation of Bids

4.17.1. Bidders shall note that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given

4.17.2. The Authority shall open the Bids as per Clause 3.1 - Schedule of Bidding Process, at

Commerce & Transport (Transport) Department, Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar-751001 and in the presence of the Bidders who choose to attend.

- 4.17.3. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in RFP
- 4.17.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the License is subsequently awarded to it on the basis of such information.
- 4.17.5. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.17.6. To facilitate evaluation of Bidders, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- 4.17.7. If a Bidder does not provide clarifications sought above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

4.18. Test of responsiveness

- 4.18.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (a) it is received as per formats prescribed in Appendices
 - (b) it is received by the Bid Due Date including any extension
 - (c) it paid the Tender Fee online
 - (d) it submitted the Bid Security in the form of Bank Guarantee;
 - (e) it is submitted by the eligible bidders as per eligibility criteria;
 - (f) it is accompanied by the Power(s) of Attorney
 - (g) it contains all the information and documents (complete in all respects) as requested in this RFP.
 - (h) it contains information in formats same as those specified in this RFP/Bidding documents.
 - (i) it contains certificates from statutory auditors/ chartered accountants.
 - (j) it does not contain any condition or qualification; and
 - (k) it is not non-responsive in violation of terms hereof.
- 4.18.2. 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. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the bid.

4.19. Selection of Bidder

- 4.19.1. The License Fee (Subject to a minimum of Rs500000/- (Rupees Five Lakhs) Per Annum quoted by the Bidder shall constitute the sole criterion for evaluation of Bids. Subject to Clause 4.17, the lease shall be granted to the Bidder who quotes the highest License Fee per annum (“**Highest Bidder**”)
- 4.19.2. Subject to provision of the Clause 4.144, the bidder whose bid is adjudged as responsive in terms of Clause 4.19 and who has quoted the highest Lease Fee for the land at Rangeilunda Airport shall be declared as the selected bidder (the “**Selected Bidder**”).
- 4.19.3. In the event that two or more Bidders quote the same amount of License Fee in the Financial Bid (“**Tie Bidders**”), the Authority may ask the Tie Bidders to submit their revised financial bid, in physical form in a sealed envelope, to be submitted to O/o Special Secretary to Govt. & Director of Aviation Commerce & Transport (Transport) Department, Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar-751001, by the due date and time. Such sealed envelopes of Tie-bidders shall be opened at the same day in the presence of the Tie-bidders available, if any, to witness the same. The due date, time and the format for submission of revised financial bid in sealed envelope will be intimated by Authority in writing after schedule opening of Financial Bid at e-Procurement Portal. The Tie-Bidder who quotes the highest amount (above their original quote) in this financial bid in sealed envelope will be declared as the Selected Bidder for that Site.
- 4.19.4. In the event that the Highest Bidder or Highest Bidder-II withdraws or is not selected for any reason in the first instance (the “**First Round of Bidding**”), the Authority may invite the remaining qualified Bidders for the land at Rangeilunda Airport, as necessary to match the Bid of the aforesaid bidder (the “**Second Round of Bidding**”). If in the second round of bidding, only one Bidder matches the Bid, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder or Highest Bidder -II, as the case may be, 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.

- 4.19.5. In the event that no Bidder offers to match the bid in the Second Round of Bidding as

specified in Clause 4.20, the Authority may, in its discretion, invite fresh 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.

4.19.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Lessee to execute the Lease Agreement within a period of 30 days from the date of issue of LOA. The Selected Bidder shall not be entitled to seek any deviation, modification, or amendment in the Lease Agreement.

4.19.7. After handing over of Site to Lessee, the Lessee shall be responsible for creation of all necessary infrastructure for successful commissioning and commencement of the UAV Testing, Training and Promotional facility. The permissible top elevation above mean sea level at UAV Test Site along with height will be as per the approval of the authority in compliance to Obstacle Limitation Surface .

4.20. Contact during Bid Evaluation

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.

5. FRAUD AND CORRUPT PRACTICES

- 5.1.1. 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 Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Agreement, the Authority may reject a Bid, withdraw the LOA, or the Authority may terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, 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 debar the bidder for a period of 3 (three) years or appropriate the 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 Lease Agreement, or otherwise.
- 5.1.2. Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Lease Agreement, or otherwise if a Bidder or Lessee, 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 practice during the Bidding Process, or after the issue of the LOA or the execution of the Lease Agreement, such Bidder or Lessee 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 Lessee, 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.
- 5.1.3. For the purposes of this Clause 5, 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 Lease 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 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 Lease Agreement, as the case may be, any person in respect of any matter relating to the Bid or the LOA or the Lease 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 Bids or the transaction contemplated in the Bidding Documents;

- 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. **“Unfair 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.

6. MISCELLANEOUS

- 6.1.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- (i) 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.
 - (ii) consult with any Bidder in order to receive clarification or further information.
 - (iii) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) 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

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.

7. APPENDICES

APPENDIX – 1

Letter comprising the Bid

(Refer Clause 4.11)

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

Sub: Leasing of Land for UAV Testing, Training and Promotional Facility at Rangeilunda Airport, Berhampur.

Dear Sir,

1. With reference to your RFP document dated [●], we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for Leasing of Land for UAV Testing, Training and Promotional Facility at Rangeilunda Airport, Berhampur, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Lessee for the Leasing of Land for UAV Testing, Training and Promotional Facility at Rangeilunda Airport, Berhampur.
4. We shall make available to the Authority, any additional information it may find necessary or require to supplement or authenticate the Bid.
5. 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.

6. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with Clause 4.2.3 of the RFP document;
 - c. 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 5.3. 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. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 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.
7. 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 transactions contemplated under the Bidding Documents, without incurring any liability to the Bidders, in accordance with Clause 6.1 of the RFP document.
8. We certify that in regard to matters other than security and integrity of the country, that any of our Directors/ Partners/ Proprietor 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.
9. We further certify that in regard to matters relating to security and integrity of the country, we/ any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against any of our directors/ managers/ employees.
11. We further certify that any of our Directors/ Partners/ Proprietor/Associate(s) is not barred by the Central Government/State Government or any entity controlled by it, from participation in any project, and no bar subsists as on date of Bid.
12. We acknowledge and agree that in the event of a change in control of an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and 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 us or withdraw the Letter of Award. We further acknowledge and agree that in the event such change in control occurs after signing of the Lease Agreement but prior to Appointed Date as defined in the Lease Agreement, it would, notwithstanding anything to the contrary contained in the Lease Agreement, be deemed a breach thereof, and the Lease Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

13. We understand that the Selected Bidder shall be an incorporated entity.
14. 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 and the terms and implementation thereof.
15. 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 transaction contemplated in the Bidding Documents and the terms and implementation thereof.
16. We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the Lease 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 License.
17. We have attached the Bid Security to the Authority in accordance with the RFP Document.
18. The documents accompanying the Bid, as specified in Clause 4.11 & 4.12 of the RFP, have been submitted through E- Portal as “**Technical Bid**” and “**Financial Bid**”.
19. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the License is not awarded to us or our Bid is not opened or rejected.
20. The Lease Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Lease Agreement, our own estimates of costs and revenues and after a careful assessment of the Site and all the conditions that may affect the costs involved and implementation of the transaction contemplated by the Bidding Documents.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.
22. We shall keep this offer valid for 180 (one hundred and eighty) days from the Financial

Bid opening Date.

23. We will procure all the necessary approvals required for establishment of UAV (Drone) Testing, Training and Promotional Facility at the proposed Site(s) from all concerned authorities.

In witness thereof, 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

APPENDIX – 2

Power of Attorney for signing of Bid

(Refer Clause 4.2.11)

Know all men by these presents, I/We [●] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection and submission of our bid, designing, engineering, procurement, construction, operation and maintenance of the UAV Testing, Training and Promotional Facility, including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease 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 and/ or upon award thereof to us and/or till the entering into of the Lease 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, [●], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 2022

Witnesses:

For.

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

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 favour 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.*

APPENDIX – 3

(Refer Clause 4.17 Performa for Issuance of BG)

Transmission of Bank Guarantee Cover Message

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

Date:

**The Manager, (Bank),
(Branch)**

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

Dear Sir/Mam,

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

Thanking You,

APPENDIX –4

Statement of Legal Capacity

(Refer Clause 4.11)

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

Special Secretary to Govt. & Director of Aviation,

Commerce & Transport (Transport) Department

Government of Odisha

Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar,

Bhubaneswar-751001

Dear Sir,

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

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

Thanking you, Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of [●]

(Signature)

(Name and designation)

APPENDIX –5

Deleted

APPENDIX – 6

Transaction details of online payment made against Tender Fee

(Refer Clause 1.2.5)

Appendix – 7

Particulars of the Bidder

(Refer Clause 4.11)

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

APPENDIX – 8

Details of Technical Capacity of the Bidder

(Refer to Clauses 4.2.5 of the RFP)

Note:

Attach the appropriate certificate from the concerned Authority (ies).

Sl. No.	Criteria	Requirement Type	Yes	No
A.1	Bidder is a legal entity under Companies Act, 1956/2013 or registered as MSME	Essential		
A.2	Bidder has been in continuous operation for at least 3 years as of bid submission date	Essential		
A.3	Bidder belongs to at least one of the following categories:	Essential		
A.3.a	- OEM of UAVs			
A.3.b	- RPTO authorized by DGCA			
A.3.c	- Authorized UAV Testing Center			
A.3.d	- Registered Research Institute (UAV/Aerospace)			
B.1	Experience in training UAV pilots under government-recognized/affiliated programs	Preferable		
B.2	Supplied at least one UAV (MTOW 50-100 kg) to Government of India (in last 3 years)	Preferable		
B.3	Supplied at least one UAV (MTOW ≥ 200 kg) to Govt. of India/PSU (directly or through consortium)	Preferable		
B.4	Demonstrated UAV flight above 12,000 ft AMSL with ≥ 30 kg payload and certified by govt/defence authority	Preferable		
B.5	Holder of at least one registered patent/trademark related to UAV platforms or technologies	Preferable		

APPENDIX – 9
Financial Capacity of the Bidder
(Refer to Clauses 4.2.6)

The Bidder shall provide a certificate from its statutory auditor in the format given below:

This is to certify that Net Worth of M/s [●] (*Name of the Bidder*) is [●], details as per the table below:

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

Signature of the statutory auditor of the Bidder :

Name of the Partner :

Name of the statutory auditor firm/company :

Registration number of the partner :
Address of the statutory auditor :
Phone number of the statutory auditor firm/company :
Fax number of the statutory auditor firm/company :

Instructions:

1. The Bidder shall also provide the name and address of the Bankers to the Bidder.
2. The Bidder shall provide an auditor's certificate specifying the Net Worth of the Bidder, as the case may be, and also specifying the methodology adopted for calculating such Net Worth.

APPENDIX – 10

SAMPLE FORMAT FOR FINANCIAL BID SUBMISSION

(Refer Clauses 4.12.14.2.6)

Financial Bid is to be submitted online, in the prescribed format shared on the e-tendering portal

Tender ID.:

Name of the Bidder/ Bidding Entity

S. #	Name of Airport	District	License fee per year in INR
1	Rangeilunda	Ganjam	

Note:

1. Interested Bidders may kindly refer to Clause 4.2.10 and other provisions of the RFP which guide the minimum and other requirements to estimate License Fee per annum.
2. The minimum annual License Fee is ₹5,00,000/- (Rupees Five Lakhs Only) and is subject to escalation of 4% per annum from Fee Commencement Date, as per Clause 1.1.8 of the RFP.
3. The quoted License Fee is exclusive of taxes and statutory levies.
4. Lease Rental is fixed at ₹100/- per sq. meter per year (minimum 1000 sq. meters), subject to 4% annual escalation, payable separately and not part of this Financial Bid

APPENDIX – 11

Any other document

(Ref clause 4.11.1)

APPENDIX – 12

(Ref clause 4.3)

INTEGRITY PACT

This Pact (“**Integrity Pact**”) made this [●] day of [●] between The Commerce & Transport (Transport) Department, Government of Odisha (the “**Authority**”) and having its office at Kharvel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar-751001 in India, hereinafter called the Authority of the one part.

AND

[●] represented by [●] of the other part, hereinafter called the “**Bidder**” (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder).

WHEREAS the Authority intends to award, under laid down organizational procedures, tender for construction, operation and maintenance of Hangars and the Aprons. The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (TI) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the agreement for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for leasing out its space at Rangeilunda Airport, for an UAV (Drone) Testing, Training and Promotional Facility on Design, Build, Operate, and Maintain (the “DBOM”). In response to the NIT (Notice Inviting Tender) dated [●] Bidder is signing the agreement for the Project on DBOM basis.

NOW, therefore:

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the term of the agreement to be entered into with a view to:

- (a) enabling the Authority to obtain the desired stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- (b) enabling Authority to abstain from bribing or indulging in any corrupt practice in order to

secure the agreement by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority

The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the agreement in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The Authority will, during the pre-agreement stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

All the officials of the Authority will report to the appropriate authority office, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the agreement process. In such a case while an enquiry is being conducted by the Authority the proceedings under the agreement would not be stalled.

3. Commitments of Bidders

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

- 3.1.** The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party

related to the agreement in exchange for any advantage in the bidding, evaluation, contracting and implementation of the agreement.

- 3.1.1. The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the tender or forbearing to do or having done any act in relation to the obtaining or execution of the agreement or any other agreement with the Authority for showing or forbearing, to show favour or disfavour to any person in relation to the agreement or any other agreement with the Authority.
- 3.1.2. The Bidder has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2. The Bidder shall, when presenting its bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
- 3.3. The Bidder shall when presenting its bid, disclose any and all the payments it has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid.
- 3.4. The Bidder, either while presenting the bid or during pre-agreement negotiations or before signing the agreement, shall disclose any payments it has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the agreement and the details of services agreed upon for such payments.
- 3.5. The Bidder will not collude with other parties interested in the agreement to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the agreement.
- 3.6. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertake to exercise due and adequate care lest any such information is divulged.
- 3.8. The Bidder will inform to the Independent External Monitors (IE) i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal

- payment/benefit. iii) If he makes any payment to any Authority's associate(s).
- 3.9. The Bidder commits to refrain from submitting any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.10. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.11. If any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder, the same shall be disclosed by the Bidder at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
 - 3.12. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
 - 3.13. That if the Bidder, during tender process or before the award of the lease or during execution of the /work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Authority is entitled to disqualify him from the tender process or to terminate the agreement for such reason and to debar the Bidder from participating in future bidding processes.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last 3 (three) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify Bidders' exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, it can be disqualified from the tender process or the agreement, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender processes.
- 4.3. That the Bidder undertakes to get this Integrity Pact signed by the subcontractor(s) whose value of the work contribution exceeds INR [●] (Indian Rupees [●]) and to submit the same to the Authority along with the tender document/ contract before agreement signing.
- 4.4. That the subcontractor(s) engaged by the Bidder, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds INR [●] (Indian Rupees [●]) will be required to sign this Integrity Pact by the Bidder, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor/(s) in relation to the work sub-contracted to it.
- 4.5. That the Authority will disqualify from the tender process all Bidder(s) who do not sign

this Integrity Pact or violate its provisions or fails to get this Integrity Pact signed in terms of clause 4.3 or 4.4 above.

- 4.6. That if the Bidder does/ do not sign this Integrity Pact or violate its provisions or fails to get this Integrity Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Bidder.

5. Earnest Money, security deposit, bank guarantee, draft, pay order or any other mode and its validity, performance guarantee (PG)/ bond.

While submitting bid, the Bidder shall deposit a Bid Security/ SD/ BG/ draft/ pay order, performance security etc. as per terms and conditions and details given in NIT/ tender documents sold to the Bidders.

6. Sanctions for violations/ disqualification from tender process and exclusion from future contracts

- 6.1. Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Authority to take all or any one of the following actions, wherever required :-
- 6.2. To immediately call off the pre-agreement negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 6.3. To immediately cancel the agreement, if already signed, without giving any compensation to the Bidder.
- 6.4. If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to debar the bidder as per Bid Security.
- 6.5. To recover all sums already paid by the Authority, and in case of an Indian Bidder with interest thereon at SBI One Year MCLR+ 4%, while in case of a Bidder from a country other than India with interest thereon at 2% above LIBOR. If any outstanding payment is due to the Bidder from the Authority in connection with any other agreement or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.6. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Authority, along with interest.
- 6.7. To cancel all or any other agreements with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable

from the money(s) due to the Bidder.

- 6.8. To debar the Bidder from participating in future bidding processes for a minimum period of 3 (three) years, which may be further extended at the discretion of the Authority.
- 6.9. To recover all sums paid in violation of this Integrity Pact by Bidder(s) to any middleman or agent or broker with a view to securing the agreement.
- 6.10. In case where irrevocable letters of credit have been received in respect of any contract signed by the Authority with the Bidder, the same shall not be opened.
- 6.11. Forfeiture of performance security in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 6.12. That if the Authority terminates the agreement under section 2 or 3 or 4 or if the Authority is entitled to terminate the agreement under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the bidder damages equivalent to 5% of the value of the agreement or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- 6.13. That the Bidder agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the tender after award of the tender has caused no damage to the Authority.
- 6.14. The Authority will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.12 of this Integrity Pact also on the commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.15. That if the Bidder applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder for first time default.
- 6.16. That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitors' (IE) recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.17. The decision of the Authority to the effect that a breach of the provisions of this Integrity

Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purpose of this Integrity Pact.

7. Allegations against Bidders

That if the Authority receives any information of conduct of a Bidder or of an employee or a representative of a Bidder which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the vigilance department for appropriate action.

8. Independent External Monitors(s)

- 8.1. That the Authority has appointed competent and credible Independent External Monitors (s) for this Integrity Pact.
- 8.2. The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. He will also enquire into any complaint alleging transgression of any provision of this Integrity Pact made by the Bidder or Authority.
- 8.3. That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the board of the Authority.
- 8.4. That the Bidder accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder. The Bidder will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to the subcontractor(s). The Independent External Monitor is under obligation to treat the information and documents of the Authority and Bidder with confidentiality.
- 8.5. That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6. That the Authority will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.

- 8.7. That the Independent External Monitor will submit a written report to the Chairperson of the board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8. That if the Independent External Monitor has reported to the Chairperson of the board a substantiated suspicion of an offence under relevant anti- corruption laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the vigilance department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9. The word ‘Independent External Monitor’ would both include singular and plural.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Authority or its agencies shall entitled to examine all the documents including the books of accounts of the possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

That this Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is the corporate headquarter /the regional headquarter / office of the Authority, as applicable.

11. Other Legal Actions

- 11.1. That the changes and supplements as well as termination notices need to be made in writing.
- 11.2. That if the Bidder is a partnership, this Integrity Pact must be signed by all the partners and their authorized representatives.

12. Integrity Pact duration (Validity)

- 12.1. That this Integrity Pact comes into force when both the parties have signed it. It expires for the Lessee 12 months after the initial/extended term and for all other Bidders 3 months after the tender is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3. That should one or several provisions of this Integrity Pact turns out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct: Bidders are also advised to have a company code of conduct

(clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

The parties hereby sign this Integrity Pact at _____ on _____

Buyer	Bidder
Name of the Officer	[●]
Designation	Witness
Deptt./ Ministry/ PSU	1.
Witness	

APPENDIX -13
Details of Bid Security (Refer Clause 4.17)

APPENDIX – 14

Scanned copy of Bank Guarantee against Bid Security

(Ref Clause 4.17.1)

APPENDIX – 15

Ref Clause (a)4.2.9(a)

Undertaking Regarding Debarment/ Blacklisting

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

1. Our firm is not restrained/ debarred/ blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.
2. None of Proprietor /Partners /Board Members /Directors of M/s (Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred/ blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.
3. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in the State of Odisha, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date:

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

Place:

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

APPENDIX – 16

Refer Clause 4.17.1

Form of Earnest Money (Bank Guarantee)

WHEREAS, contractor [●] (Name of contractor) (hereinafter called “the contractor”) has submitted his tender dated [●] (date) for the work [●] (Name of work as mentioned in Schedule ‘F’ of tender document to be mentioned) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that we [●] (name of bank) having our registered office at (hereinafter called “the bank”) are bound unto [●] (hereinafter called “the Additional Secretary”) in sum of Rs [●] (Rs. In words [●]) for which payment well and truly to be made to the said Additional Secretary, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this [●] day of [●] 20[●]

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-In-Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to The Special Secretary to Govt . & Director of Aviation, Commerce & Transport (Transport) Department Government of Odisha (the “**Special Secretary**”) up to the above amount upon receipt of his first written demand, without the Additional Secretary having to substantiates his demand, provided that in his demand the Additional Secretary will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [●] after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be

extended by the Additional Secretary, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE	SIGNATURE OF THE BANK
WITNESS	SEAL
(SIGNATURE, NAME AND ADDRESS)	

*Date to be worked out on the basis of validity of 6 months from schedule last date of receipt of tender.

Note: The non-judicial stamp paper shall be only in the name of Bank who is issuing bank guarantee failing which bank guarantee shall not be accepted and tender shall be rejected.

APPENDIX – 17
TERMS OF ALLOTMENT

1. Terms of Allotment

- a. **Minimum Land Area:** 1,000 square meters
- b. **License Period:** 10 years, extendable by an additional 5 years based on satisfactory performance and compliance. A shorter /longer license period may be considered upon written request.
- c. **Land Rent:** ₹100 per square meter per year, with 4% escalation every year.
- d. **License Fee:** ₹5,00,000 per year, with 4% escalation every year.
- e. **Security Deposit:** INR 10Lakhs (refundable) or a Bank Guarantee of equivalent amount
- f. **Land Type:** Only open land located within the airport premises
- g. **Gestation Period:** The License Fee will commence six months after the Handover of Premises

2. Similar or Different Activities by Licensees at the Same Airport

To avoid confusion, conflicts, and potential compromises in safety and security, similar activities by different Licensees at the same airport shall be allowed in exceptional cases and with appropriate Standard Operating Procedures (SOP).

A single Licensee may be permitted to undertake different types of activities, provided:

- a. Each activity is governed by a separate license.
- b. Each activity follows a distinct allotment process.

Different Licensees may be allowed to conduct different activities, subject to the feasibility of slot sharing as determined by the Directorate of Aviation (DoA).

If such arrangements are approved by the DOA, an (SOP) for slot sharing shall be implemented.

3. Construction Guidelines

Preferably, prefabricated or Porta Cabin-type removable/reusable structures shall be used.

4. Use of Existing Buildings

Where existing buildings or structures are available and proposed for use by the licensee:

- a. Rent shall be charged at 10% of the market rate as determined by the local Roads & Buildings (R&B) Department.
- b. The licensee shall be responsible for routine operations and maintenance,

including painting and minor repairs

- c. Major repairs shall be carried out by the R&B Department at Government cost.
- d. If cost of execution of any single work is more than INR 50000/-, It will be considered as Major.

5. Utilities

Utilities shall be provided on a cost-recovery basis.

6. End of License Period

Upon expiry or termination of the License period, the licensee shall:

- a. Vacate the allotted land.
- b. Remove all structures.
- c. Repair any damages.
- d. Restore the area to its original condition.
- e. Hand over the land free from any encumbrances and to the satisfaction of the concerned department.

7. Payment Schedule.

The Licensee shall all applicable charges within 15 days from the invoice date or due date, whichever is earlier, unless an extension is specifically authorized in writing by the DOA.

Delay in payment shall attract penal interest at 12% per annum, applicable for a maximum of six months.

If dues remain unpaid beyond six months:

- a. The Bank Guarantee (BG) submitted by the licensee shall be encashed.
- b. The licensee must renew the BG within one month from the date of such encashment.
- c. Failure to do so will result in termination of the license, with adjustment of all outstanding dues against the available security.

8. Safety and Security

The licensee shall ensure the safety and security of its personnel, equipment, and operations within the allotted premises as per the regulatory standards.

For licensed airports:

- a. Safety and Security Services shall be provided by the Government of Odisha during operational hours as per applicable norms.

- b. Beyond operational hours, the licensee shall make its own arrangements.

9. Operation and Maintenance (O&M) of Airport Infrastructure

The Government of Odisha shall be responsible for routine maintenance of core airport infrastructure in accordance with an approved maintenance plan. This includes runways, taxiways, lighting systems, and general upkeep of common areas.

Specific requirements arising from the licensee's operations shall:

1. Be identified and proposed in writing by the licensee to DoA
2. Be evaluated and approved by the Government of Odisha based on feasibility, safety, and compliance standards.
3. Be executed and funded by the licensee, either directly or through contractors approved by the Government.

The Government shall not be liable for any delays or costs related to special requirements unless explicitly agreed in writing.

Appendix 18 (the “Performance Security”).

To be submitted along with Bank Guarantee to Commerce & Transport (Transport) Department Government of Odisha.

To,

The Bank Manager

(COMPLETE POSTAL ADDRESS)

Subject: My [●]/[●] our [●] Bank Guarantee bearing No [●] Date [●] issued in favour of Commerce & Transport (Transport) Department Government of Odisha

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose Performance/ Security Deposit on account awarded / to be awarded by Commerce & Transport (Transport) Department Government of Odisha to me/ us.

I hereby authorize the Commerce & Transport (Transport) Department Government of Odisha in whose favour the deposit is made encash / close the subject Bank Guarantee before maturity / on maturity towards adjustment of dues without any reference/ consent / notice from me / our side and the bank is fully discharged by making the payment to Commerce & Transport (Transport) Department Government of Odisha.

Signature of Authorized Signatory/ Depositor Complete Postal Address)

Place :

Date :

Performance Security

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

(REFER CLAUSE 1.1.4)

(On Requisite Stamp Paper)

To

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

1. In consideration of the **Commerce & Transport (Transport) Department** (hereinafter called "Client"), acting as the Implementing Agency on behalf of State Government of Odisha having notified [*insert name of the Selected Entity*] as the proposed Selected Entity and having invited [*insert name of the Selected Entity*] to execute the License Agreement between and.....(**hereinafter "LICENSE AGREEMENT"**) for the appointment of Selected Entity for **Leasing Land for UAV (Drone) Testing, Training and Promotional Facility at Rangeilunda Airport, Berhampur** within the State of Odisha, [*insert name of the Entity*] has agreed to submit to the Client an unconditional and irrevocable bank guarantee for Rs.(Rupees.....only) for performance of obligations of the Selected Entity in accordance with the terms and conditions contained in the LICENSE AGREEMENT.

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

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

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

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

1. We (Indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said LICENSE AGREEMENT and that it shall continue to be enforceable, till

all the dues of the Client under or by virtue of the said LICENSE AGREEMENT have been fully paid and its claims satisfied or discharged or till the Client has certified that the terms and conditions of the said LICENSE AGREEMENT have been fully and properly carried out by the said Selected Entity and accordingly this guarantee maybe released/discharged.

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

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

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

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

In presence of: Dated this _____ Day of _____

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

1. Signature-----

Name & Designation_____

Authorization No. _____

2. Name & Place_____

Address of Branch of Bank -----

Telephone number-----

E-mail id -----

Bank's Seal

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

Implementing Agency on behalf of State Government of Odisha

Signature _____

Name _____

Designation _____

Dated _____

Note: ***Date of validity to be 15 months from Date of execution of the license agreement.**