



Government of Odisha
Commerce & Transport Department

Reference No 8213 Dated 05/07/2025

International Competitive Bidding (ICB)

**“Request for Proposal (RFP) for Engagement of Operating Partner(s) (OP) for
Operation, Maintenance and Management of BPAC, Birasal, Odisha”**



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REQUEST FOR PROPOSAL

Engagement of Operating Partner(s) (OP) for Operation, Maintenance and Management of BPAC, Birasal, Odisha

(Tender Reference No. 8213 Dt. 05.07.2025)

Government of Odisha, Commerce & Transport Department, desires to engage Operating Partner(s) (OP) for Operation, Maintenance and Management of BPAC, Birasal, Odisha.

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

- a) <https://tendersodisha.gov.in/nicgcp/app>
- b) <https://ct.odisha.gov.in/tenders>

Proposals complete in all respects should reach the undersigned latest by **1700 Hrs on 18/07/2025**. Bids received after the above deadline shall be summarily rejected. The Department 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



DATASHEET

Sl. No.	Particulars	Details
1.	Name of the Client	Special Secretary to Govt.-cum-Director of Aviation, Commerce & Transport Department, Government of Odisha
2.	Method of Selection	Quality and Cost-Based Selection (QCBS): 70:30
3.	Date of Issue of RFP	06/07/2025 (to be downloaded before 15/07/2025)
4.	Last date for submission of Pre-Proposal Queries	Nil
5.	Pre-bid meeting on virtual mode	Nil
6.	Issue of Pre-proposal Clarifications	Nil
7.	Due date/Last date of receipt of proposal	18/07/2025, 1700 hrs
8.	Date of opening of Technical Proposal	19/07/2025, 1100 hrs
9.	Date of Financial bid opening (only those bids technically qualified)	To be advised



10.	Price Negotiation, Issuance of LOA and Due date of execution of Contract Agreement with the successful bidder	To be advised
11.	Expected Date of Commencement of Assignment	90 days from the date of execution of Agreement.
12.	Tender Document Fee (Non-Refundable) to be downloaded before 10/05/20.25	Rs.10,000/- (Rupees Ten Thousand Eight Hundred only)
13.	Bid Security Deposit Amount	INR 25,00,000 /- (Rupees Twenty-Five Lakh only) a) Payable online on the e-tender portal of Government of Odisha (https://tendersodisha.gov.in/nicgep/app) b) Demand draft payable at Bhubaneswar in favor of the Director of Aviation, Government of Odisha
14.	Queries to be addressed to:	Director of Aviation, O/o Directorate of Aviation, Government of Odisha, BPI Airport, Bhubaneswar, Odisha, 751020 Tel. No: 0674-2394439 Email: transcivilaviation@gmail.com / orissa_aviation@yahoo.co.in



15.	Place of Opening of proposal	5 th Floor, Conference Hall, Kharvel Bhawan, Government of Odisha, Bhubaneswar, Odisha, 751001
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1. Disclaimer

- 1.1 This Bid document is neither an agreement nor an offer by Commerce and Transport (C&T) Dept. to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 1.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by C&T Dept. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for C&T Dept to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.
- 1.3 The information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. C&T Dept. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.4 C&T Dept., its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 1.5 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the same to Nodal Officer immediately in



writing.

- 1.6 If no intimation is received within the last date for submission of Pre-Bid queries it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 1.7 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 1.8 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 1.9 C&T Dept. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of C&T Dept. It is the duty of Bidders to visit the e-procurement portal and the website of C&T Dept. regularly and keep themselves updated on the Bidding process and any communication made in relation to the Bidding process.
- 1.10 The Bidders or any third party shall not object to such changes / modifications / additions / alterations as provided in Clause 1.9 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by C&T Dept. Further, objection by any third party shall be construed as infringement on confidentiality and privileged rights of C&T Dept. with respect to this Bid document.
- 1.11 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with



respect to the Bidding process or this Bid document shall be made exclusively by C&T Dept. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. C&T Dept's decision in this regard shall be final and binding on the Bidder.

1.12 The Bid documents are not transferable at all.

2. Glossary

BPAC	Biju Patnaik Aviation Centre
AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages



LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
C&T Dept.	Commerce & Transport Department, Govt of Odisha
PAN	Permanent Account Number
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority
DGCA	Directorate General of Civil Aviation
EASA	European Union Aviation Safety Agency
FFS	Full Flight Simulator
FBS	Fixed Base Simulator
FTD	Fixed Training Device
FNPT	Flight and Navigation Procedures Trainer
FTO	Flying Training Organization
ATO	Approved Training Organization
CAR	Civil Aviation Requirements
OP	Operating Partner
FSTD	Flight Simulation Training Device

3. Definitions and Interpretations

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



- 3.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either C&T Dept. or to the Bidders.
- 3.2 “Authorized Signatory” shall have the meaning as set forth in the Power of Attorney as per Annexure 3;
- 3.3 “Bid” means the documents submitted by a Bidder pursuant to this RFP document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by C&T Dept. and the Financial Bid, submitted strictly in the formats provided by C&T Dept. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by C&T Dept in this RFP document.
- 3.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Management Agreement with C&T Dept to operate, maintain and manage BPAC training facilities for FTO and ATO as a combination or on a standalone basis.
- 3.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 3.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 3.7 “Bid Validity Period” shall have the meaning given to it in Clause 10;
- 3.8 “Bid Security Amount” means the amount submitted by a Bidder to C&T Dept. for participating in the Bidding Process, in terms of Clause 2.2 of Instructions to Bidders at Annexure-I;
- 3.9 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts for Indian Companies and 1st January to 31st December for overseas registered companies;
- 3.10 “Letter of Award (LoA)” means the written official intimation by C&T Dept. notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein.
- 3.11 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;



- 3.12 “Notice Inviting Tender” or “Bid document” or “RFP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by C&T Dept. vide Bid document Reference No. 8213 dated 05/07/2025 for Engagement of Operating Partner(s) to Operate, Maintain & Manage the BPAC of C&T Dept. for FTO and ATO operations and shall include any modifications, amendments, corrigendum/ addendum or alterations thereto. The documents are as follows:
- a) This Bid document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by C&T Dept. subsequent to the issue of the Bid document will also be considered as an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 3.13 “C&T Dept” means Commerce & Transport Department, Government of Odisha having its office at Kharvel Bhubaneswar, Odisha, 751 001, including its successor and assignees or its representatives;
- 3.14 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 3.15 “Financial Bid” means the Financial Bid submitted by the Bidder, in accordance with Clause 6.4(ii);
- 3.16 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 3.17 “Successful Bidder” shall have the meaning given to it in Clause 13;
- 3.18 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of C&T Dept. as per terms and condition of the Bid document and is qualified for opening of its Financial Bid;
- 3.19 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 6;
- 3.20 “Tender Paper Fee” shall have the meaning as set forth in Clause 7;



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

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

4. Request for Quote

Name of the Assignment: Request for Proposal (RFP) for “Engagement of Operating Partner(s) (OP) for Operation, Maintenance & Management of BPAC, Birasal, Odisha”

The Government of Odisha, Commerce & Transport (Transport) Department intend to engage Operating Partner(s) (OP) for Operation, Maintenance and Management of BPAC, Birasal, Odisha as per details placed in Schedule-I.

Special Secretary to Government-cum-Director of Aviation on behalf of the Government of Odisha (hereinafter called "*Client*") invites suitable offers from interested Operating Partner(s) under a single bid system for the above purpose through this RFP.

5. Eligibility Criteria for Bidders

In order to be eligible for this RFP:

(a) The bid invited from the interested bidders is aimed at engaging Operating Partner(s) (OP) for Operation, Maintenance and Management of BPAC, Birasal, Odisha.

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

(c) Single Bidder can apply for both Flying Training Organization (FTO) and Approved Training Organization (ATO) in combination or on a stand-alone basis as per OP’s eligibility.

The Selected Operating Partner(s) shall be obligated to become an Operating Partner (OP), undertaking all the statutory clearance, if any, within the period stipulated in the Letter of Award (LOA).



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

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

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

Eligibility Criteria

Sl. No.	Criteria	Required Documents
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1.1	<p><u>Technical Criteria</u></p> <p>i) The Bidder should be in the business of providing Civil Aviation Technical training for at least 5 years in India or abroad. The Civil Aviation training must be in the relevant field of Flying Training OR Pilot Simulator Training approved by the respective National Aviation Authorities.</p> <p>Note: Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender.</p>	<p>1. Self-attested letter along with any of the below documentation.</p> <p>i. Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</p> <p>OR</p> <p>ii. Copy of approval certification from relevant Regulatory bodies i.e. DGCA, EASA, FAA etc. Refer Annexure X11</p>
	<p>ii) The bidder should be an Operator of Flight School (FTO) or Approved Training Organization (ATO) with minimum 2 operational Centers in India or worldwide.</p>	<p>Self-attested document with the list of training sites including type of training, site, training equipment details, approval certificates from the concerned regulatory bodies etc.</p>
1.2	<u>Other Criteria</u>	
1.2.1	<p>The Bidder can be either</p> <p>i) a Company (Private or Public), or</p>	<p>Copies of</p> <p>i) Company (Private or Public)</p> <ul style="list-style-type: none"> ● Certificate of Incorporation



	<p>ii) a registered partnership firm, or</p> <p>iii) an LLP firm</p> <p>iv) a registered business entity</p> <p>v) Registered Society (Trust)</p>	<ul style="list-style-type: none"> ● Memorandum of Association ● Articles of Association <p>ii) Registered partnership firm</p> <ul style="list-style-type: none"> ● Registration certificate ● Deed of Partnership <p>iii) LLP firm</p> <ul style="list-style-type: none"> ● Certificate of Incorporation ● LLP agreement <p>iv) Registered Business Entity</p> <ul style="list-style-type: none"> ● Registration Certificate <p>v) Registered Society</p> <ul style="list-style-type: none"> ● Registration Certificate
1.3	<u>Financial Criteria</u>	
1.3.1	<p>The Bidder should meet the following financial criteria.</p> <p>I. The average financial turnover of the Bidder during the last 3 (three) financial years i.e. 2022-23, 2023-24 and 2024-25. should be at least INR 50 Crore or equivalent foreign currency for international bidders as on bid submission date.</p> <p>II. The net worth of the Bidder in</p>	<p>Copies of</p> <p>I. For I) & II) Copies of audited financial statements to be provided or a certificate from a CA firm.</p>



	<p>each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>Note: Applicable 3 (three) years shall be preceding 3 (three) financial years excluding the financial year of floating of the Tender i.e. 2022-23, 2023-24 and 2024-25. (The financial year implies April to March for Indian companies and Jan – Dec for overseas companies wherever they are registered).</p>	
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6. Submission of Proposal

- 6.1 Tender documents will be available and downloaded w.e.f. **06/07/2025** in the Government of Odisha website “<https://tendersodisha.gov.in/nicgep/app>” and “<https://ct.odisha.gov.in/tenders-advertisement>”. Prospective bidders are advised to go through the procedure available on the website <https://tendersodisha.gov.in/nicgep/app> and also, get themselves acquainted with e-tender participation requirements as provided on the aforesaid website of the Client. The detailed information regarding e-tender procedures is in Annexure-IB.
- 6.2 The bidding process under the RFP is a single-stage process. The Bidders shall submit the Proposal online in accordance with the provisions of this Clause. Failure to submit the proposal complete in all respects will render the proposal valid and such proposal shall not be considered or evaluated.
- 6.3 The Bidders in their login will be required to search the Tender ID as indicated in the notice of commencement and then follow the bid submission process as per the documents available in the Bidder Manual Kit.



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

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

- (a) Technical Bid containing the Bidder’s Profile and its Technical Proposal in the format attached in this RFP at Annexure–VI.
- (b) Letter comprising the Bid at Annexure-II.
- (c) Power of Attorney for the signing of the Proposal in the format attached in this RFP at Annexure–III. In case, the bidders are not submitting Power of Attorney, they should submit an undertaking for the purpose.
- (d) Statement of Legal Capacity at Annexure-V.
- (e) Undertaking Regarding Debarment/Blacklisting at Annexure-XIII.
- (f) Details of the Bidder Company at Annexure-VII.
- (g) Bidder Organization’s other details at Annexure-VIIA.
- (h) Financial Capacity of the Bidder at Annexure-VIII.

(ii) Financial Bid (“Finance”)

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

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

6.5 The bidders are allowed to submit their proposals either online or offline. In the case of offline submission, the proposals should be submitted in two separate sealed envelopes. The technical bid proposal envelope must carry the title on top of the envelope “Technical Bid”, RFP for BPAC Operating Partner, Tender Ref-XXX. Similarly, the Commercial proposal envelope must carry the title on top of the envelope “Financial Bid”, RFP for BPAC Operating Partner, Tender Ref-XXX” and the same can be sent to the undersigned by Registered Post or dropped in the designated drop box placed at the Department at Kharvel Bhavan.

6.6 Proposals submitted by any means other than those mentioned above shall be rejected by the



Client.

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

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

7. Cost of Proposal (Processing Fee)

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

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

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

8. Proposal Due Date

Proposals should be uploaded/submitted before **17:00 hours IST on 18/07/2025** in the manner and form as detailed in this RFP.

9. Late Proposals

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

10. Validity of the Proposal

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

11. Bid Security/Proposal Security



The bidder shall pay a bid security amount of **Rs. 25,00,000/-** (Rupees Twenty-Five lakhs only) through e-procurement portal or through demand draft at the time of bid submission for online submission.

Those bidder who are submitting their proposal offline, may submit a demand draft for Rs. 25,00,000/- in favor of Director of Aviation, Government of Odisha, payable at Bhubaneswar.

12. Criteria for Evaluation

12.1 Proposals received complete in all respect from the authorized Aviation Training Service Providers under this RFP shall be evaluated, and the Operating Partner shall be chosen, as per this RFP. The eligible proposal for Engagement of Operating Partner(s) (OP) for Operation, Maintenance and Management of BPAC, Birasal, shall be evaluated based on QCBS method for the final selection. In case of a tie situation during the opening of the financial bids, the Committee formed to finalize this tender will take appropriate steps to break the deadlock situation.

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

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

12.4 Evaluation Criteria

The tender shall be awarded to the bidder who brings the highest technical competence, value addition to the State of Odisha and offers the best revenue share. The successful Operating



Partner shall be selected based on the C & T Dept's assessment of the bidder's ability to successfully meet the objectives of the proposal and its lasting benefits to the Department.

Each Operating Partner's proposal shall be evaluated by the C & T Dept. by the application of a weighted evaluation process. The evaluation criteria, and their assigned weighting, shall be as follows:

Sl.No.	Criteria	Maximum Score (100 marks)	Marking Scheme	Documents to be submitted in the Techno-Commercial Bid
2.1	Experience and Technical Compliance	60		
2.1.1	<p>Number of years of experience in operating, maintaining and managing one or more of the following training verticals.</p> <ul style="list-style-type: none"> • ATO • FTO <p>a) Min. 5 years b) More than 5 years</p> <p>Note: Applicable 5 (five) years shall be preceding five financial years</p>	20	<p>a) 15 marks b) 1 mark for each additional year subject to maximum of 5 marks.</p>	Documentary proof to be submitted.



	excluding the financial year of floating of the Tender.			
2.1.2	<p>Number of operational Civil Aviation Training Centers/sites in India or worldwide under any of the following training verticals:</p> <ul style="list-style-type: none"> • ATO • FTO <p>a) 1 to 5 centers/sites</p> <p>b) More than five center/site</p>	10	<p>a) 5 marks on pro rata basis</p> <p>b) 1 mark for each additional sites subject to maximum of 5 marks.</p>	Compliance checklist to be provided. Refer Annexure X11
2.1.3	<p>Number of operational training assets or equipment i.e. trainer aircraft and FFS under its operation and maintenance program in India or worldwide under any of the following training verticals:</p> <ul style="list-style-type: none"> • ATO • FTO <p>a) Minimum 25 No's</p>	20	<p>(a) 10 marks</p> <p>(b) 0.4 mark for each additional equipment subject to maximum of 10 marks.</p>	Compliance checklist to be provided. Refer Annexure X11 A



	of training equipment b) Anything more than 25 training equipment			
2.1.4	Experience in undertaking Airline Industry linked Cadet Pilot Programs with leading airlines in India or worldwide through existing agreement with Airline Operators a) Yearly intake of 50 trainees for Airline Cadet Pilot program b) More than 50 trainees' intake annually for Airline Cadet Pilot program	10	(a) 5 marks (b) 1 mark for each additional 10 trainees subject to a maximum of 5 marks.	
2.2	Financial Strength	15		
2.2.1	Average financial turnover of the Bidder during the last 3 (three) financial years (FY 2022- 23, FY2023-24 and FY		a) 10 marks b) 1 marks each for additional turnover of INR 50	Documentary proof to be submitted. (Balance sheets or certificate from Chartered



	<p>2024-25).</p> <p>a. INR 50 crore or equivalent Foreign Currency as on bid submission date.</p> <p>b. More than INR 50 Crore or equivalent foreign currency as on bid submission date.</p>		<p>Crore subject to maximum of 5 marks</p>	<p>Accountant).</p>
2.3	<p>Technical Presentation</p>	25		
2.3.1	<p>During presentation the bidder shall be evaluated on the following areas:</p> <ol style="list-style-type: none"> 1. Understanding of the Project 2. Approach and Methodology 3. Standard Operating procedures adopted and Business Plan and Profitability 4. Value addition for the project i.e. transfer of existing business, existing partnerships with 		<p>Max. 5 marks each for each of the topics. The presentation shall not exceed 30 mins (20 mins for presentation and 10 for Q & A)</p>	<p>Only those Bidders who fulfill the requirements of the eligibility criteria will be asked to give a presentation. Copy of Presentation to be submitted at least three days before the declared date of presentation through mail to the Nodal Officer at transcivilaviation</p>



	airlines etc 5. OEM/Bidders who have long-term tie ups with any relevant OEMs to get special rates for equipments			@gmail.com
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Evaluation Process

- a. The bidders should score at least 70 marks for being considered eligible for opening of financial bid. The financial offers of unsuccessful bidders will be returned without opening/remain unopened.
- b. The financial proposals of the bidders qualifying the technical evaluation only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial bid will be announced during the meeting.
- c. The highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:
- d. $St = 100 \times T/Th$, in which "St" is the Technical Score, "Th" is the highest Technical Score given, and "T" is the Technical Score of the proposal under consideration.
- e. The highest evaluated financial proposal (Fm), which offers maximum revenue share percentage will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:
- f. $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the highest bid, and "F" the price of the Proposal under consideration.



- g. Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Tw = the weight given to the Technical Proposal (0.7); Pw = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

$$S = St \times Tw + Sf \times Pw,$$

13. Contract Negotiation

Contract negotiation will be held at a date, time, and address as intimated to the selected bidders. The successful bidder will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the proposed staff for the assignment. The Authorized representative conducting negotiations on behalf of the successful bidder must have written Department to negotiate and- conclude a Management Agreement and henceforth, the negotiated terms will prevail upon the earlier submitted financial bid. Negotiation will be performed covering technical aspects, financial aspects and business plan.

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

- 14.1 Notwithstanding anything contained in this RFP, the Client may accept or reject any Proposal, or annul the Selection Process and reject all Proposals, at any time during the Selection Process, without thereby incurring any liability to the affected Bidder or Bidders and shall not have any obligation to inform the affected Bidder or Bidders of the grounds for Client's action.
- 14.2 In case, it is found during the evaluation for Selection or at any time before signing of the contract agreement or after its execution and during the period of subsistence thereof, that:
- 14.3 The Bidder has made material misrepresentation, or and
- 14.4 Has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operating Partner and if the contract agreement has been entered into with the Operating Partner, the Client may terminate the contract agreement, by a communication in writing by Client to the Bidder/Operating Partner. The Client shall not be liable in any manner whatsoever to the Bidder/Operating Partner. In such an event, Client shall forfeit and appropriate the Proposal Security and/or the Performance Guarantee, as the case may be, to the extent deemed appropriate by the Client, without prejudice to any other right or remedy that may be available to Client.



- 14.5 Client reserves the right to verify all statements, information, and documents submitted by any Bidder. Failure of the Client to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of Client hereunder.
- 14.6 Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Client makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save, and except as required under this RFP, from contacting by any means, the Client and/ or their employees/ representatives on matters related to the Proposals under consideration.
15. Communication of Acceptance and Execution of Agreement
- 15.1 After the determination of the Operating Partner, the Client shall enter into a Management Agreement with the Operating Partner. The Operating Partner, as the case may be, shall not be entitled to seek any deviation, modification, or amendment in the agreement thereafter.
- 15.2 Client shall issue a letter of award (the “Letter of Award” or “LOA”) in duplicate, to the Operating Partner after its selection, and the Operating Partner shall, within Ten (10) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.
- 15.3 The Operating Partner will enter into a Management Agreement with the Client for engagement of Operating Partner(s) (OP) for Operation, Maintenance and Management of BPAC, Birasal, within 25 days from the date of Letter of Award, or any extension as may be provided by the Client, failing which, the Letter of Award may be withdrawn by the Client.
- 15.4 At the time of signing the Management Agreement, the Bidder will be required to submit a Performance Guarantee in the format as provided in Annexure-X to the Client for an amount equivalent to 5% of the estimated yearly revenue or a lumpsum value of INR 5 crores, whichever is higher.
- 15.5 Performance Guarantee(s) will be returned by the Client to the Operating Partner(s) upon expiry of the Management Agreement. Performance Guarantee submitted initially can be renewed on yearly basis till the Management Agreement is in force.
16. Consequences of Default in Services



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

17. Payments to C & T Dept.

- 17.1 All the revenue payments shall be made in Indian Rupees as per financial bid of the selected bidder and based on the signed agreement. The payment shall be made strictly in accordance with the agreed terms of the contract being signed with C&T Department.
- 17.2 The Operating Partner shall share the monthly revenue information, training equipment utilization, reconciliation statements with digital evidence and any other data which is relevant for the billing purpose within 10 working days of the immediate month. Subsequently, the Operating Partner has to release the payment within 30 calendar days. All the revenue share payment to be accounted for on a monthly basis.
- 17.3 Similarly, the Operating Partner shall raise an invoice for any payment due from C & T Dept, if any, in consultation with C&T Department.
- 17.4 The performance guarantee submitted by the Operating Partner shall remain with the C & T Dept. until the end of the tenure stipulated in the signed management agreement.

18. Indemnity

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



19. Force Majeure

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

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

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

19.3 A Force Majeure Event includes the following events and/or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clause 19.2.

- Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- Nuclear explosion, radioactive or chemical contamination or ionizing radiation, unless the source or cause of the explosion, contamination, radiation or hazard happens due to any act of the Operating Partner or any Affiliate of the Operating Partner or any sub-contractor of the Operating Partner or any of their respective employees, servants or agents;
- Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political but excluding strikes by the employees or personnel of the Operating Partner;
- Any effect of the natural elements, including epidemic or plague, lightning, fire, earthquake, heavy rains, tidal wave, flood, storm, cyclone, typhoon or tornado;
- Explosion, war, epidemic.

20. Procedure for Force Majeure

20.1 If the Operating Partner claims relief on account of a Force Majeure Event, it shall, immediately



on becoming aware of the Force Majeure Event, provide notice detailing the following:

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

20.2 The Operating Partner shall not be able to suspend or excuse the non-performance of its obligations hereunder unless the notice described in Clause 20.1 is given.

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

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

20.5 The Operating Partner shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.

20.6 The Department shall, if it wishes to dispute the claim, give a written notice of dispute to the Operating Partner within 30 (thirty) days of receiving the notice of claim. If the notice of claim is not contested within 30 (thirty) days as stated above, the Department shall be deemed to have accepted the validity of the claim. If the Department disputes a claim, the Parties shall follow the procedures set forth in Clause 18 regarding dispute settlement.

20.7 It is clarified that the term of the Agreement shall be deemed to have been extended by a period



which shall be equal to the duration for which such Force Majeure Event continued and by such additional period thereafter as is necessary to enable the Operating Partner to achieve the level of activity prevailing before the event of Force Majeure Event.

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

21. Dispute Resolution

21.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved in accordance with the procedure set forth below.

21.2 Amicable Settlement: In the event of any Dispute between the Parties, either Party may call upon the other Party to resolve the issue raised in the Dispute and arrive at an amicable settlement thereof. Each Party shall nominate a responsible person to resolve the issue through an amicable settlement within a period of 30 (thirty) days.

22. Arbitration

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

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

22.3 The arbitration award (the “Award”) shall be final and binding on both parties. Both the Operating Partner and the C & T Dept. undertake to promptly carry out any decision or Award



issued by the arbitrator(s) without undue delay.

- 22.4 The Operating Partner and Department agree that an Award may be enforced against the Operating Partner and the Department as the case may be.
- 22.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

23. Confidentiality

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

24. Verification of Information

- 24.1 Bidders are encouraged to submit their Proposals after due diligence and ascertain for themselves the feasibility of the services being offered by them. It shall be deemed that by submitting a Proposal, the Bidder has:
- 24.2 made a complete and careful examination of this RFP, and all other information provided by the Client and understood the exact requirement of the client;
- 24.3 received all relevant information requested from the Client;
- 24.4 satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal and complying with its obligations.
- 24.5 acknowledged that it does not have a Conflict of Interest.

25. Verification and Disqualification

- 25.1 The Client reserves the right to verify all statements, information and documents submitted by



the Bidder pursuant to this RFP and the Bidder shall, when so required by the Client, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Client shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client hereunder.

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

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

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

26. Clarification

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

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

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

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

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



portal.

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

27. Amendment of the RFP Document

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

28. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of the Civil Court of Bhubaneswar only within the State of Odisha.

29. Language of Proposal

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



SCHEDULE-I

Terms of Reference (TOR)

Engagement of Operating Partner(s) (OP) for Operation, Maintenance and Management of BPAC, at Birasal, Odisha

This schedule provides an overview of the key operational verticals at the BPAC at Birasal, Odisha, which will be managed by the selected Operating Partner(s). The two primary verticals covered under this engagement are the Flying Training Organization (FTO) and the Approved Training Organization (ATO). These verticals form the core of BPAC's aviation training initiatives, with operations conducted from the primary base in Birasal, and in the case of the FTO, additional satellite bases across Odisha.

The following table outlines the structure of these training verticals, including their respective operational bases:

Sl. No.	Aviation Training Centre Vertical	Primary Base	Secondary Base
1	Flying Training Organization (FTO)	Birasal, Odisha	Tusra, Jamardarpali and Rangeilunda – Odisha
2	Approved Training Organization (ATO)	Birasal, Odisha	NIL

Note. Primary base denotes the main operating base (Birasal) where in all major operating and administrative activities takes place and works like nerve Centre whereas satellite bases act as a secondary base to support the flight operations of the primary base.



1.1 Project Background

As per the Odisha Civil Aviation Policy, 2022, the State is dedicated to facilitating a skilled workforce within the aviation sector, encompassing roles such as Pilots, Cabin Crew, Airport Ground Handling staff, Cabin Crew, Airport Fire Fighters, Airport and Airline professionals, etc.

In order to propel higher growth in Aviation sector in Odisha, Government of Odisha has set a very ambitious plan to launch BPAC in a big way and to equip training of at least 500 Pilots every year. Along with CPL Training program, BPAC is also intends to undertake advanced pilot training through the Operating Partner for Type Rating and Recurrent Trainings. Other than pilot training courses, BPAC intends to create an eco-system for skilling workforce for other job roles exists in the Aviation Industry. Once implemented, BPAC has the potential to revolutionize the entire aviation industry of India and neighboring countries.

BPAC embodies Odisha's commitment to becoming a premier aviation training hub, where aspiring pilots from India and Southeast Asia can acquire their Commercial Pilot Licenses (CPLs) and Type Ratings under the stringent guidelines set by the Directorate General of Civil Aviation (DGCA).

To achieve this ambitious growth, C & T Dept. intends to engage an Operating Partner (OP) to Operate, Maintain and Manage the BPAC at Birasal Airport, Dhenkanal District, Odisha.

1.2 Project Brief

Odisha, one of the dynamic states, recognized for its vast potential, embarking on aviation as a key growth sector within its 2022 Industrial Policy Resolution (IPR). Taking center stage is the BPAC, a brand-new Aviation Training facility established at Birasal Airstrip in Dhenkanal district as the main base. Three more State owned airstrips viz Tusra, Jamardarpali, Rangeilunda have been identified as satellite bases and are being brought under armpit of BPAC to supplement its enhanced capacity requirements. The Government of Odisha is committed to providing the necessary infrastructural support to fully develop and operationalize the satellite bases at Tusra, Jamardarpali, and Rangeilunda. This will enhance BPAC's capacity and solidify its role as a premier aviation training hub.



Primary Operating Base	Secondary Base	Secondary Base	Secondary Base
Birasal, Dhenkanal Dist.	Tusra, Bolangir Dist.	Jamardarpali, Sambalpur Dist.	Rangeilunda, Ganjam Dist.
20°59'00.65''N 85°40'44.48''E	20°30'39.77''N 83°26'50.59''E	21°34'50''N 84°00'20''E	19° 17' 30''N 84° 52'45''E
L - 1500 Mtrs	L – 1285 Mtrs	L – 1280 Mtrs	L-895 Mtrs

1.3 Roadmap of BPAC

The Strategic Roadmap created to establish BPAC is divided into four phases, considering the market need and focus, Phase 1 is initiated at the beginning.

- Phase 1: Flying Training Organization (FTO), Aircraft Type Rating Organization and Cabin and Ground Staff Training Center.
- Phase 2: Under this phase, the following activities are envisaged:
Helicopter Pilot Training (CHPL)
Remote Pilot training
- Phase 3: This phase would comprise of setting up extended campuses of renowned Aviation Universities at BPAC and establishing it as an Aviation Academy City and offering their programs from BPAC campus.
- Phase 4: Exclusive satellite centers (extended arm of BPAC) to be instituted across Odisha and which will be a feeder to BPAC

As per the need, these activities can vary and would be prioritized by interchanging the activities



across the phases.

1.4 Expectations of the Client

For the successful management and operation of the BPAC's Flying School and Pilot Simulation Centre require a highly experienced and qualified Operator(s) capable of ensuring the highest standards of aviation training. The detailed scope of work outlined in this document serves as a guideline for the responsibilities the selected Operator will assume, focusing on instructor and trainee management, simulator and aircraft maintenance, safety and regulatory compliance, revenue generation and operational excellence.

In addition to meeting these operational goals, the Operator is encouraged to bring forward innovative ideas and unique initiatives that will contribute to BPAC's growth and help distinguish it from other aviation training centers in the region. The Operating Partner will be instrumental in maintaining the Centre's reputation as a premier training institution, setting high standards in training, contributing to the development of skilled aviation professionals and supporting the growing demands of the aviation industry. From ensuring the effective utilization of advanced simulators to managing flight training programs, the Operator will be pivotal in fostering a safe, efficient, and industry-compliant training environment.

Through strategic partnerships, industry engagement, and adherence to regulatory standards, the Operator will position the BPAC as a leader in aviation education and pilot training. The Centre's commitment to excellence, paired with the Operator's expertise, will ensure it remains at the forefront of aviation training in the region, producing highly competent and professional pilots and crew members ready to meet the needs of the global aviation industry.

The scope of work defined herein emphasizes the importance of quality management, safety, and continuous improvement, ensuring the Centre's operations align with international best practices and regulations. The selected Operator will not only manage the day-to-day operations but will also play a key role in shaping the future success of the Centre, making it a hub for world-class aviation training.

The C & T Dept. and the Operator shall jointly set the Key Performance Indicators (KPIs) such as



equipment uptime, utilization, regulatory compliance etc to strive for operational excellence. Regular performance reports will be submitted to the BPAC Advisory Board for evaluation against these KPIs.

1.5 Encouraging Innovation and Unique Initiatives

In addition to the responsibilities outlined in this scope of work, we encourage prospective bidders to propose innovative ideas and initiatives that will contribute to the growth and success of the BPAC. We encourage creative solutions that will differentiate BPAC from other aviation training centres, helping to become a leader in aviation education and pilot training.

Bidders are invited to provide proposals that may include, but are not limited to:

- Adoption of emerging technologies and innovative training methodologies
- Initiatives to enhance operational efficiency and sustainability
- Unique approaches to building industry partnerships and stakeholder engagement
- Creative strategies for improving trainee experience and customer satisfaction
- Cost-effective methods for expanding and scaling training programs
- Integration of e-learning platforms to extend BPAC's reach to a wider audience while reducing physical training costs and increasing accessibility

We value forward-thinking and creative approaches that can help BPAC remain competitive and offer unmatched training services. Your proposals should not only address the current requirements but also contribute to the long-term vision of making BPAC a global leader in aviation training.

Proposed Airside Facilities and Training Infrastructure

The approved BPAC Master Plan envisages a self-contained campus, and provisions have been provided to meet proper connectivity, advanced infrastructure with technology, security, recreation along with future expansion requirements. The BPAC will serve as a one-stop-shop with provisions for all kinds of aviation related training under a single umbrella. World class



infrastructure shall be made available to the Operating Partner as part of Govt. of Odisha's commitment to create a state-of-the-art Aviation Training eco system, with future expansion plans in mind.

Some of the salient features of the approved Master Plan are as follows:

- DGCA CAR Compliant requirement of Aerodrome ARC 3C
- Precision Instrument Runway of 1500Mtr length and 45 mtr wide, with provision for extension up to 1800 mtr. Its key features are:
 - ILS (Instrument Landing System) CAT I approach runway lighting system
 - Precision Approach Path Indicators
 - DVOR/DME
 - Crucial markings
 - Runway End Safety Area (RESA) at both ends
 - RET
- Parallel Taxi way of 1500 mtr length and 23 mtr wide with end to end and intermediate connectivity (rapid exit taxiway) which would enable optimum capacity utilization.
- Two (2) parking hangars and one (1) maintenance hangar
- ATC Tower
- Apron
- Rescue & Fire Fighting Facility as per Aerodrome ARC 3C standards.
- In order to be self-contained, BPAC shall be able to provide Instrument Flying Training, with Navigational and landing Aids like DVOR and ILS.
- All the basic necessities for a world class Aviation Training Centre, that has been planned in the master plan to benchmark with world class facilities.
- Special Care has been taken to retain and use the present infrastructures.
- Total project land area is 572 acres which is divided into following major components, the Airside land area 400 acres, the City side area 80 acres, a provision of 60 acres for future development and the remaining 30 acres for road connectivity. Strategic land use planning has been taken care of.



- Potential to set up Aviation related Industrial Development Area and an Aviation University at BPAC Campus.
- The Master Plan envisages a sustainable project with reduced carbon footprint and GRIHA IV

The MP has been curated in such a manner that proposed project development implementation will not affect the existing training operations of the Birasal Airstrip.

Besides airside facilities, three more zones are earmarked for providing a holistic environment for education, student activities, wellness, recreation and accommodation.

- Institutional zone which shall house flight operations building, simulator building, administration building, training building, auditorium, library, student activity center etc.
- Housing and recreational zone shall consist of different accommodation units for management staff, instructors, type rating pilot students, cadet pilot students and hostels for other students.
- Commercial and public zone entails commercial outlets, hotel, riverside development, public health centre, banks etc.

1.6 Proposed Training Equipment

The strategic roadmap created to establish BPAC is divided into four phases, under Phase 1 activities Flight Training Organization (FTO) and Aircraft Type Rating Organization (ATO) are planned.

As part of Govt. of Odisha's commitment to provide robust infrastructure and top-notch training equipment to power BPAC's activities, the following training equipment acquisition are planned for the upcoming period once the Operating Partner is selected. The ranking of Simulator types are planned based on the current market assessment of buoyant Civil Aviation Market in India. The acquisition can be firmed up based on the readiness of the infrastructure and the Operating Partner.

Trainer Aircraft Acquisition Plan



Trainer Aircraft Acquisition Plan	Type	Qty	FY 2025 – 26	FY 2026 - 27	FY 2027 – 28
Single Engine - Type 1	2 seaters	28	14	12	2
Single Engine - Type 2	4 seaters	20	7	4	9
Multi-Engine	-	5	1	1	3
Total Trainer Aircraft		53	22	17	14

Simulators Acquisition Plan for the next three years

Simulators Acquisition Plan	Type	Qty	FY 2025 – 26	FY 2026 - 27	FY 2027 – 28
Fixed Base Simulator	A320 Neo	1		1	
Fixed Base Simulator	B737 Max	1			1
Single/Multi Engine FNPT II	Generic	2	2		
Flat Panel Trainer	A320 Neo	1			1
Full Flight Simulator	A320 Neo	1		1	
Full Flight Simulator	B737 Max	1		1	
Total Simulators		7	2	3	2

1.7 Project Governance

In order to ensure the project objectives are achieved, a project governance mechanism is planned



under BPAC. The BPAC shall be registered under the Societies Registration Act of India which shall act as a monitoring agency under the aegis of C and T Dept. The requisite compliance and reporting mechanism shall be established between the Operating Partner and the society. There shall be an Advisory Board and Executive Committee who shall monitor the governance of BPAC's activities and growth planning. The representatives of the Operating Partner shall also be part of this process.

The Advisory Board and Executive Committee will include aviation industry experts to ensure that BPAC remains aligned with global best practices and standards in aviation training. Regular feedback loops will be established, incorporating input from students, instructors, and industry partners to facilitate continuous improvement and maintain high standards of education.

1.8 Project Framework

The project framework being adopted is of a government-owned, contractor-operated (GOCO) model where the Government retains ownership of facilities and assets while their operation and maintenance are managed by Operating Partner(s). By adopting the GOCO model, it allows both parties to ensure a focus on high-quality training outcomes and efficient operations, tailored specifically to meet the evolving needs of the aviation industry.

1.9 Contract type

A management agreement shall be entered into between BPAC and the Operating Partner(s) to operate and maintain the training verticals. Such an arrangement shall ensure that the aviation training centre is run by professionals with experience in aviation training with quiet enjoyment, which can enhance the quality of education and operational efficiency.

1.10 Contract period

The contract time period shall be for a tenure of 10 years initially from the effective date of the contract which can be renewed for another 10 years, on mutual agreement on satisfactory completion of initial 10 years. The agency shall be allowed 03 (three) months for mobilization after signing of the Management agreement (the draft copy of the agreement being shared with



the bidder who emerge as winner in the bidding process). The effective date of contract shall be started after completion of mobilization period which shall be mentioned in the LoA. C & T Dept./BPAC management reserves the right to undertake the evaluation of the progress of work of the Operating Partner during the last quarter/month of each year of the contract period, directly or through a professional agency.

1.11 High level roles and responsibilities of the parties involved which is briefly detailed below.

1.11.1 Roles and responsibilities of C & T Dept, Govt. of Odish

- i) The state government will create/revamp required infrastructure for BPAC and shall acquire trainer aircraft and training equipment in a collaborative manner as per the acquisition plan detailed in clauses 1.6 & 1.7 of Schedule I.
- ii) To ensure that BPAC's foundational setup is robust, sustainable, and aligned with the long-term aviation and economic goals of the State.
- iii) The State is committed to support the development of BPAC to emerge as one stop shop solutions for various job roles within the Aviation Industry.
- iv) The state government will actively support marketing efforts to promote BPAC at both national and international levels, ensuring visibility and helping attract global talent to the facility.
- v) The state government shall undertake the periodic maintenance of the runway, taxiway, navigational aids, landing and communications equipment, airfield lighting systems, terminal building, ATC building, perimeter walls, internal roads, watch tower, security systems, solar panels, ambulance, firefighting equipment common and public facilities within the BPAC campus.
- vi) Handholding of the Operating Partner(s) in the initial years by way of financial support to weaker section of students who undergo the trainings at BPAC.

1.11.2 Roles and responsibilities of BPAC

- i) BPAC will oversee training operations, ensuring compliance with state policies,



objectives, and maintaining a transparent governance structure.

- ii) Acts as a bridge between state interests and operational execution, safeguarding public investment while fostering growth and development.
- iii) BPAC to ensure that the Centre operates in line with the state's goals and provides regular reports on performance and financial outcomes.
- iv) Promoting Odia domicile students to create a pipeline of talent in Aviation Industry by availing various Govt. schemes.

1.11.3 Roles and responsibilities of the Operating Partner

- i) The Operating Partner will be responsible for all marketing and business development activities to attract trainees, build partnerships with airlines, and secure additional revenue streams. This includes managing outreach to potential students, engaging industry stakeholders, and promoting BPAC as a premier aviation training facility both nationally and internationally.
- ii) The Operating Partner will be responsible for the Management, Operation, and Maintenance of its respective vertical within BPAC, ensuring smooth day-to-day functioning.
- iii) The Operating Partner is also responsible for the maintenance and up-keep of the training equipment, including aircraft falling under respective training verticals.
- iv) Beyond the initial setup, the Operating Partner will invest in future development, enhancing BPAC's infrastructure, training services, growth capex on trainer aircraft and other training equipment, and technological capabilities, if needed.
- v) The Operating Partner is expected to bring the best industry practices, technical know-how, tools and training aids etc.
- vi) The Operating Partner's investment will focus on expanding BPAC's capacity, introducing new services, and ensuring it remains as a leading competitive player in the aviation sector.



- vii) The Operating Partner shall deploy adequate qualified manpower at respective sites in order to run BPAC at its desired capacity and to meet all regulatory compliance.

1.12 Scope of Work

BPAC is a comprehensive facility designed to deliver cutting-edge aviation training to professionals across the aviation industry. While the Centre encompasses multiple components, including a Flying School, Full Flight Simulator, Cabin and Ground Crew Training Centre, and classrooms for specialized airport management courses, this Request for Proposal (RFP) is focused solely on selecting Operating Partner(s) to manage and operate the Flying School and Pilot Simulator Training verticals.

The Operating Partner will be responsible for the efficient day-to-day management, safety compliance, and overall operational excellence of the Flying School and Full Flight Simulator. This includes ensuring that both verticals meet regulatory requirements, maintain high training standards, and contribute to the professional development of pilots and aviation professionals.

This scope of work aims to outline the expectations, responsibilities, and required qualifications for the Operating Partner to manage both components, ensuring the Centre remains a leader in aviation training while adhering to industry standards and best practices. The selected Operating Partner(s) will play a crucial role in maintaining the Centre's reputation for excellence and ensuring that it meets the evolving needs of the aviation sector.

1.13 Scope of Work for the Flight Training Organization (FTO)

1.13.1 Student Management

- i) Enrollment and Selection Process:
 - i. The Operating Partner will manage the end-to-end student enrollment process, which includes initial marketing outreach, handling inquiries, conducting entrance assessments, and managing the selection criteria for student pilots.
 - ii. The Operating Partner should have the capability to do candidate assessments prior to being admitted to FTO to ensure quality and greater probability of success by ensuring adequate safety standards.



- iii. The Operating Partner must ensure that all enrolled students meet the medical, academic, and regulatory prerequisites, including a Class 1 Medical Certificate (for CPL candidates) or other relevant medical certifications as mandated by DGCA or other relevant aviation authorities.
- ii) Student Progress Monitoring:
 - i. A detailed system for tracking each student's progress throughout their training will be implemented. This will include attendance, completion of theoretical and practical modules, flight hours logged, and periodic evaluations (both theoretical exams and practical check rides).
 - ii. The Operating Partner will maintain individual student records, including all assessments, feedback from instructors, and corrective action plans in case of underperformance.
 - iii) Training Schedule and Resource Allocation:
 - i. The Operating will manage the scheduling of flight hours and ground school classes to ensure all students progress according to their respective training plans. Efficient scheduling of aircraft, instructors, and simulators is critical to prevent delays in completing the training program.
 - ii. Special attention will be given to balancing classroom theory and in-flight training, ensuring students gain hands-on experience while understanding the theoretical underpinnings.
 - iv) Student Welfare and Support Services:
 - i. The Operating Partner will provide a support system for students, which includes academic counseling, mentoring, and career guidance. Regular check-ins with students will help address any personal, academic, or practical concerns they may face during training.
 - ii. Health and wellness services, such as access to flight medical professionals and mental health resources, should be made available to students.



1.13.2 Curriculum and Training Program Management

- i) Theoretical Training:
 - i. The Operating Partner will be responsible for delivering a comprehensive ground school curriculum that covers all essential theoretical aspects of aviation training, such as aerodynamics, meteorology, air law, flight navigation, and human factors in aviation.
 - ii. This curriculum must be compliant with DGCA or other relevant aviation authority requirements and should be regularly updated to reflect changes in aviation technologies and regulations.
- ii) Flight Training:
 - i. The Operating Partner will oversee the structured flight training program, including but not limited to basic handling skills, take-off and landing procedures, cross-country navigation, emergency maneuvers, and instrument flying. The training will be divided into various stages that progressively prepare students for their final check rides.
 - ii. Practical training will follow a strict syllabus, ensuring students meet all regulatory requirements for flight hours, specific skill development, and simulation exercises.
- iii) Competency-Based Training and Assessment (CBTA) training
 - i. The Operating Partner to implement Competency-Based Training and Assessment (CBTA) training experience and capability in line with DGCA guidelines.
- iv) Training Management Systems and Courseware, and digital solutions
 - i. The Operating Partner to maintain digital Training Management Systems and data analytics tools for overall management of the training programs.
 - ii. The Operating Partner is also encouraged to introduce new digital training solutions in line with the evolving trends in the Aviation Training Industry.



- v) Certification and Licensing:
- i. The Operating Partner must ensure that students meet the required flight hours and successfully pass both practical and theoretical assessments to qualify for their respective licenses (PPL, CPL, or other).
 - ii. Proper coordination with the relevant aviation authorities will be necessary to ensure that all licensing exams and evaluations are conducted in a timely manner, and the certification process is seamless.

1.13.3 Instructor Management

- i) Recruitment and Selection:
- i. The Operating Partner will be responsible for recruiting flight instructors who meet the regulatory and licensing requirements set by the Directorate General of Civil Aviation (DGCA) or other relevant aviation authorities. Instructors should possess valid certifications, including Commercial Pilot Licenses (CPL) with Flight Instructor Rating, and must have demonstrated proficiency in both theoretical and practical flight training.
 - ii. The recruitment process must involve a stringent selection procedure, ensuring instructors have substantial experience, especially in training novice pilots. The Operating Partner should also ensure the diversity of experience among instructors to cover different training programs (e.g., PPL, CPL, Instrument Rating).
 - iii. To undertake manpower deployment plan in terms of Flight Instructors, Post holders and maintenance personnel as per regulatory requirements.
- ii) Training and Continuous Development:
- i. The Operating Partner will develop and implement an ongoing professional development program for instructors. This includes mandatory refresher courses, updates on changes in aviation regulations, and regular evaluations to assess teaching methodologies and proficiency.



- ii. Instructors must receive periodic training on safety protocols, technological advancements in aviation, and instructional techniques to ensure high training quality.
- iii) Instructor Scheduling:
- i. The Operating Partner will manage the scheduling of instructors to optimize availability for students across various training programs. This includes balancing classroom and in-flight instruction while ensuring compliance with legal limits on working hours and flight times for instructors.
 - ii. Efficient instructor allocation will be key to maintaining a high standard of training while avoiding overburdening instructors.
- iv) Performance Evaluation and Feedback:
- i. The Operating Partner will establish a robust performance evaluation system for instructors, involving feedback from students, peer reviews, and assessments based on student performance. Regular feedback sessions and performance improvement plans will ensure instructors meet or exceed the expected quality standards.
 - ii. A system for addressing instructor underperformance or student complaints will be part of the overall quality management process.

1.13.4 Aircraft and Fleet Management

- i) Aircraft Maintenance:
- i. The Operating Partner will manage the regular maintenance of all aircraft used for training purposes, ensuring they comply with the DGCA or other relevant authority's airworthiness standards. A detailed maintenance schedule must be implemented, covering pre-flight checks, periodic inspections, and any unscheduled repairs.
 - ii. The Operating Partner will also ensure all maintenance records are properly logged and made available for regulatory review.



- iii. The Operating Partner will ensure adequate measures to preserve the training equipment in good condition such as aircraft, simulators, any other training aids at the Flying School Centre.
- ii) Fleet Utilization and Expansion:
 - i. Efficient fleet management is required to maximize aircraft availability for student flight hours. The Operating Partner will oversee the scheduling of aircraft usage to prevent downtime and overutilization.
 - ii. As the Flying School grows, the Operating Partner will assess the need for expanding the fleet and recommend aircraft acquisitions to meet increasing demand.
 - iii. To carry out the briefing and debriefing sessions with the OEM's and the pilots/engineers for the site acceptance program.
 - iii) Fuel and Operational Logistics:
 - i. The Operating Partner will manage all costs and logistics associated with aircraft operations, including fuel management, ground handling, and coordination with air traffic control to facilitate smooth flight operations.
 - ii. Fuel consumption must be monitored to maintain cost-effectiveness while adhering to safety and operational guidelines.
 - iii. The Operating Partner shall ensure that the fuel is used as per the norms stipulated by the Original Equipment Manufacturer (OEM) and permitted by DGCA.

1.13.5 Safety and Risk Management

- i) Safety Protocols and Compliance:
 - i. The Operating Partner will implement a comprehensive safety management system (SMS) to ensure all flight operations comply with aviation safety standards. This includes adherence to pre-flight, in-flight, and post-flight safety protocols for both students and instructors.



- ii. An emergency response plan will be put in place, with regular drills conducted to ensure preparedness for aircraft malfunctions, medical emergencies, or adverse weather conditions.
- ii) Risk Assessment and Mitigation:
 - i. Continuous risk assessment will be performed to identify potential hazards in flight operations, aircraft maintenance, or ground school activities. The Operating Partner will be responsible for developing and implementing risk mitigation measures.
 - ii. A reporting system will be in place for safety incidents, near misses, and violations, ensuring that corrective actions are taken promptly and that incidents are reported to the appropriate regulatory bodies.
 - iii) Student Safety Training:
 - i. The Operating Partner will provide students with detailed training on safety procedures, including emergency response protocols, proper aircraft handling during adverse conditions, and standard operating procedures for various in-flight contingencies.

1.13.6 Facilities Management

- i) Ground School Facilities:
 - i. The Operating Partner will ensure that the classrooms and other ground school facilities are well-maintained, equipped with up-to-date instructional materials, and designed to foster a conducive learning environment.
 - ii. The Operating Partner will also manage IT infrastructure, including learning management systems (LMS) and computer-based training platforms, to facilitate theoretical training.
- ii) Runway and Hangar Management:



- i. The Operating Partner will ensure adequate measures to preserve the facilities and equipment such as runway, taxiways, and hangars at the Flying School Centre. This includes managing access to these facilities, ensuring they are kept in optimal condition, and coordinating with C & T Dept and local authorities for runway maintenance/upkeep.

1.13.7 Regulatory Compliance and Industry Liaison

i) Compliance with Aviation Regulations:

- i. The Operating Partner will ensure that all flight training programs, aircraft operations, and facilities comply with the regulations set forth by the DGCA or equivalent authorities. This includes maintaining documentation, managing audits, and keeping licenses and certifications up to date.
- ii. The Operating Partner must stay informed of any regulatory changes and ensure that the Flying School adjusts its policies, procedures, and curriculum accordingly.
- iii. To comply with DGCA CAR Section 7 series D Part I with respect to Approval, Renewal and Inspection/ Surveillance/ Audit of flying training organization.
- iv. To undertake the preparation of regulatory documents and manuals

ii) Industry Partnerships and Networking:

- i. The Operating Partner will be responsible for establishing relationships with airlines, aviation institutions, and other stakeholders to enhance the Flying School's industry reputation. Collaboration with industry bodies will help create internship or job placement opportunities for students.
- ii. Participation in aviation forums, conferences, and partnerships with training organizations will ensure the Flying School remains at the forefront of aviation training trends.

1.13.8 Marketing and Student Recruitment

i) Promoting the Flying School:



- i. The Operating Partner will implement a comprehensive marketing strategy to attract potential students, including outreach to high schools, universities, and career fairs. The Operating Partner will also utilize digital marketing platforms to promote the school's programs and offerings.
- ii. Collaboration with aviation bodies, airlines, and international partnerships will be encouraged to increase the school's visibility and enrollment.

ii) Revenue Management:

- i. The Operating Partner will identify new revenue streams, such as offering specialized short-term training programs, running summer aviation camps, and providing flight training services to external aviation professionals.

1.14 Scope of Work for the Approved Training Organization (ATO)

1.14.1 Simulator Operations Management

i) Simulator Scheduling and Utilization:

- i. The Operating Partner will be responsible for managing the scheduling and utilization of simulators. This includes coordinating training sessions for various stakeholders, including airlines, individual pilots, and aviation academies.
- ii. The scheduling process will be structured to ensure maximum utilization of simulator hours while allowing for routine maintenance, system updates, and potential downtime.
- iii. A dynamic scheduling system must be in place to accommodate urgent training requests from airlines or changes in crew schedules.

ii) Simulator Session Coordination:

- i. The Operating Partner will be responsible for managing all logistical aspects of the simulator training sessions, including pre-session briefings, instructor-crew coordination, and post-session debriefings.



- ii. Special attention will be given to the coordination of simulator sessions that involve crew coordination training (multi-pilot operations) and recurrent airline proficiency checks.

1.14.2 Trainee Management

- i) Enrollment and Scheduling:
 - a. The Operating Partner will oversee the enrollment process for both individual pilots and airline crews undergoing simulation training. This includes managing training requests from airlines and coordinating simulator sessions for individual pilots seeking type ratings or recurrent training.
 - b. A system for managing the availability of simulator slots based on the trainee's needs will be developed, ensuring that all training requests are processed efficiently.
- ii) Enrollment and Scheduling:
 - a. A robust system for tracking each trainee's progress through the simulator program will be implemented. This includes monitoring proficiency in handling different flight scenarios, aircraft system management, and emergency responses during simulator sessions.
 - b. The Operating Partner will maintain individual trainee records, ensuring documentation of performance assessments, feedback from instructors, and completion of required simulator sessions.
- iii) Certification and Licensing:
 - a. The Operating Partner will ensure that all trainees, including airline crew members and individual pilots, meet the required number of simulator hours, successfully pass assessments, and obtain their respective certifications, such as Type Ratings, recurrent proficiency checks, or airline-required simulator checks.



- b. Coordination with aviation authorities, such as the DGCA, and airlines will be necessary to ensure that all licensing exams, evaluations, and re-certifications are conducted smoothly and timely.

1.14.3 Simulator Instructor Management

i) Recruitment and Selection:

- a. The Operating Partner will be responsible for recruiting qualified simulator instructors who meet the regulatory and licensing requirements as mandated by the Directorate General of Civil Aviation (DGCA) or other relevant aviation authorities. Instructors should hold certifications for Full Flight Simulator (FFS) training and have significant experience in both airline and individual crew training.
- b. The selection process should focus on instructors who specialize in different aircraft types and who are proficient in modern simulation technologies and instructional techniques.

ii) Ongoing Training and Development:

- a. A continuous professional development plan must be in place for simulator instructors. This includes periodic refreshers on simulation technologies, updates on aircraft systems, and instruction in the latest regulatory changes and airline training standards.
- b. The Operating Partner will ensure instructors receive training on emergency scenarios, new avionics, and evolving flight safety measures.

iii) Scheduling and Resource Allocation:

- a. The Operating Partner will manage the scheduling of instructors to optimize their availability for both individual pilot and airline crew training. This includes balancing simulator sessions for recurrent airline training, type ratings, and proficiency checks.



- b. Careful resource allocation will ensure optimal utilization of simulator slots, instructor availability, and trainee scheduling without overburdening the staff.
- iv) Instructor Evaluation and Feedback:
- a. A performance evaluation system will be implemented, based on trainee feedback, instructional effectiveness, and simulator session outcomes. Regular assessments will be conducted to ensure that instructors deliver high-quality training, with corrective action plans developed for those not meeting expected standards.
 - b. A mechanism for resolving instructor-trainee conflicts or training issues will be established to maintain a professional and effective learning environment.

1.14.4 Simulator Maintenance and Technical Support

- i) Simulator Maintenance and Calibration:
- a. The Operating Partner will implement a comprehensive maintenance schedule for all Full Flight Simulators to ensure that they are functioning optimally at all times. Regular maintenance checks, repairs, and updates will be scheduled to minimize downtime and avoid disruptions in training.
 - b. The Operating Partner will ensure adequate measures to preserve the training equipment in good condition such as simulators, any other training aids at the simulator training centre.
 - c. The simulators will undergo routine calibration as per the manufacturer's guidelines and in accordance with DGCA or other relevant aviation authority standards. This includes software updates, hardware calibration, and full system testing.
 - d. Oversee the deployment of FSTD Compliance Monitoring System.
 - e. To undertake Plant Acceptance Test and Site Acceptance Test in collaboration with the selected OEMs.
 - f. To undertake review of ATM for the dedicated devices.



- ii) Emergency Preparedness:
 - a. The Operator will establish an emergency preparedness plan for simulator malfunctions or failures, including regular drills for handling technical failures, power outages, or equipment breakdowns during live simulation sessions.
 - b. A reporting system will be in place for any incidents or near-misses, ensuring that appropriate corrective actions are taken to mitigate future risks.
- iii) Risk Assessment and Mitigation:
 - a. The Operator will continuously assess risks related to simulator operations and will implement risk mitigation strategies to protect the safety of trainees and staff. This includes regular evaluations of technical risks, operational hazards, and compliance with evolving safety standards.

1.14.6 Facilities and IT Infrastructure Management

- i) Simulator Facility Management:
 - a. The Operator will manage the physical infrastructure of the simulator centre, ensuring that the simulator rooms, briefing areas, and debriefing facilities are properly maintained. The facility must be clean, secure, and conducive to effective training.
 - b. The Operator will oversee the efficient layout and use of the facility, ensuring that training is conducted in a professional, distraction-free environment.
- ii) IT and Network Support:
 - a. The Operator will be responsible for maintaining the IT infrastructure that supports the simulator operations, including networks, communication systems, and data storage. Simulator data logs, training session records, and video debriefing systems must be securely stored and easily accessible for post-session review.



- b. Cybersecurity protocols will be put in place to protect all simulator data and communications systems, ensuring that sensitive airline and training data are kept secure.

1.14.7 Airline Partnerships and Industry Liaison

- i) Airline Collaboration and Customization:
 - a. The Operator will establish partnerships with airlines to provide customized simulator training programs tailored to specific aircraft types and operational requirements. This includes collaborating with airlines to develop training modules that reflect the unique needs of their crew training and proficiency requirements.
 - b. The Operator will also provide flexibility in scheduling to accommodate airlines' operational needs, including handling urgent requests for crew training.
- ii) Crew Training and Certification:
 - a. In collaboration with airlines, the Operator will manage recurrent training programs for airline crew members, ensuring compliance with aviation authority mandates for crew proficiency checks. This includes scheduling and conducting recurrent proficiency tests, emergency procedure training, and type rating renewals.
- iii) Industry Networking and Forums:
 - a. The Operator will represent the Pilot Simulation Centre at industry events, forums, and conferences, promoting the Centre as a leading facility for Full Flight Simulator training. Industry liaison will help to establish the Centre as a premier partner for airlines and aviation training institutes globally.

1.14.8 Regulatory Compliance and Certification

- i) Simulator Certification and Accreditation:



- a. The Operator will ensure that all simulators are certified and accredited by the relevant aviation authorities, such as the DGCA, ICAO, and EASA. This includes regular inspections, certification renewals, and compliance with international aviation standards.
 - b. The Operator will maintain comprehensive records of all simulator certifications and ensure that they meet the operational requirements for training and licensing purposes.
 - c. Presentation of the training equipment to the regulatory authority for initial and continuing qualification.
 - d. To secure all the final approvals from the Regulatory Authorities with the support of C & T Dept.
- ii) Regulatory Updates and Compliance:
- a. The Operator will be responsible for ensuring that the simulator centre remains compliant with all local and international regulations, including adapting to changes in aviation authority requirements. The Operator will regularly update training programs and operations in response to any regulatory changes affecting simulator-based training.
 - b. Oversee the approval and compliances of ATO as per the DGCA CAR Section 7 series D Part IV.
 - c. Oversee the approval and compliances of FSTD initial and continuing qualification of DGCA CAR Section 7 series D Part VI
 - d. To oversee the preparation of regulatory documents, manuals and to ensure that all manuals and post holders are in place as per DGCA CAR.

1.14.9 Curriculum and Training Program Management

- i) Theoretical Training:
 - iii. The Operating Partner will be responsible for delivering a comprehensive ground school curriculum that covers all essential theoretical aspects of Aircraft Type rating training.



- iv. This curriculum must be compliant with DGCA or other relevant aviation authority requirements and should be regularly updated to reflect changes in aviation technologies and regulations.
- ii) FSTD Training:
 - iii. The Operating Partner will oversee the structured simulator training program for normal and abnormal training exercises. The training will be divided into various stages that progressively prepare pilots for their final check rides.
 - iv. Practical training will follow a strict syllabus, ensuring pilots meet all regulatory requirements for simulator hours, specific skill development, and simulation exercises.
- iii) Competency-Based Training and Assessment (CBTA) training
 - ii. The Operating Partner to implement Competency-Based Training and Assessment (CBTA) training experience and capability for 737 and A320 aircraft types in line with DGCA guidelines.
- iv) Training Management Systems and Courseware, and digital solutions
 - iii. The Operating Partner to maintain digital Training Management Systems and data analytics tools for overall management of the training programs.
 - iv. The Operating Partner is also encouraged to introduce new digital training solutions in line with the evolving trends in the Aviation Training Industry.
- v) Certification and Licensing:
 - iii. The Operating Partner must ensure that Pilots meet the required simulator hours and successfully pass both ground and simulator assessments.

Proper coordination with the relevant aviation authorities will be necessary to ensure that all licensing exams and evaluations are conducted in a timely manner, and the certification process is seamless.



ANNEXURE – I

1. Instruction to Bidders

- 1.1 The Bidders intending to participate in this tender are required to register on the e- procurement portal of the Government of Odisha (<https://tendersodisha.gov.in/nicgep/app>) is a one-time activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder’s unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder or their authorized Agency where the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 1.2 The tender documents shall be available on the state e-procurement portal (<https://tendersodisha.gov.in/nicgep/app>) and the website of C&T Dept. (<https://ct.odisha.gov.in/tenders>). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded. The Tender Paper Fee shall have to be paid through online or by way of Demand draft, unless exempted to be paid by the competent authority.
- 1.3 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. In case of a company, the Power of Attorney should be accompanied with the copy of board resolution. The format for the Power of Attorney is given in Annexure III of this Bid document. Each page of all scanned documents submitted as part of the Techno- Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.

2. Tender Paper Fee

- 2.1.1 The Bidder shall pay to C&T Dept. a non-refundable amount (“Tender Fee”), indicated in the



Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

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

2.2 Bid Security Payment

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

2.2.2 Mode of Payment:

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

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

2.2.3 Return of Bid Security Payment

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

2.2.4 The Bidders, who are exempted to deposit Bid Security Payment due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while



submitting online. The Bidders, who does not submit Bid Security amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

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

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

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Selected Bidder fails to acknowledge and return to C & T Dept. a signed copy of the LoA or Agreement within the timeframe allowed by C & T Dept.
- iii) if the Selected Bidder fails to submit the Performance Guarantee within the time frame allowed by C & T Dept.
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period.
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
- vi) in case the Selected Bidder, does not comply with the requirements of the Financial Bid
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Financial Bid of the Bidder;

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



- 2.3 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) shall not be considered by C & T Dept. The responses to the queries received shall be published by C & T Dept. on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.
- 2.4 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, C & T Dept. may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amount of time to take into account such corrigendum / amendment, C & T Dept. shall at its own discretion also extend the Bid Due Date.
- 2.5 Extension of Bid Due Date: C & T Dept. shall at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 2.6 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents;
 - ii) received all relevant information requested from C & T Dept.;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of C & T Dept. relating to any of the matters related to this tender or otherwise;
 - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with C & T Dept.) and performance of all of its obligations thereunder;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of



information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from C & T Dept.;

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

2.7 Right to accept or reject any/all bids: Notwithstanding anything contained in the Bid document, C & T Dept. reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further C & T Dept. reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for C & T Dept.'s action. Decision of C & T Dept. shall be final and binding in this regard. C & T Dept. reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

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

2.9 Bid to be submitted by Bidders: The bid can be submitted in two modes such as online and



offline and bid shall consist of Techno-Commercial Bid and the Financial Bid.

Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Financial Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

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

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

1.2.1.3 Documents towards fulfillment of Technical Scoring criteria as per Clause 12.4

1.2.1.4 Other documents may be required

Financial Bid: The Financial Bid shall be submitted on the e-tender portal of the C & T Dept. of Odisha as per the Financial Bid format in Annexure IX.

Similarly, those who opt for submitting offline proposals may submit their bid documents physically as detailed in point No. 6.9 of the RFP document.

2.10 Material deviation

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

- 2.10.1 The Techno-Commercial Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- 2.10.2 The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document.
- 2.10.3 It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- 2.10.4 The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).



- 2.10.5 The Techno-Commercial Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 2.10.6 The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- 2.10.7 It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

C & T Dept. may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission. The C & T Dept. may request that the Bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of C & T Dept. by the date specified therein, may result in the rejection of its Bid. C & T Dept., however, is not bound to waive such non-conformity.

- 2.11 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by C & T Dept. or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and C & T Dept. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 2.12 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 2.13 Evaluation of Techno-Commercial Bids:

The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the



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

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

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

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

The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in clause 12 and a Technical Marks shall be assigned



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

2.14 Opening and Evaluation of Financial Bids

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

2.15 Selected Bidder: The Bidder who has obtained the highest technical score during the technical evaluation and offered maximum percentage of revenue share in Financial Bid shall be the Selected Bidder. The C & T Dept. shall issue an LOA to the Selected Bidder. The C & T Dept. reserves the right to negotiate the Revenue Share percentage with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 10 (Ten) days of issue thereof, failing which the issued LoA may be cancelled and Bid Security amount of the Selected Bidder shall be forfeited by C & T Dept. In such a case, C & T Dept. reserves the right to approach the technically qualified Bidder(s) who has submitted the next highest Revenue Share Percentage and ask such Bidder(s) to match the Highest Bidders Revenue Share Percentage and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder.

Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the highest identical Financial Bids, the Bidder with the highest Technical Marks shall be considered as the Selected Bidder.

2.16 Signing of Agreement: Within 25 (Twenty Five) days of receipt of the signed copy of the LoA, the Agreement shall be signed by the Selected Bidder, failing which the LoA shall be cancelled by C & T Dept. In such a case, C & T Dept. reserves the right to approach the technically qualified Bidder(s) who has submitted the next highest Revenue Share percentage and ask such



Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder. Upon signing of the Agreement, the Selected Bidder shall be considered to be the “Successful Bidder”.

- 2.17 Performance Guarantee: The formula for calculating the amount of the Performance Guarantee is indicated in clause 15.4. The Selected Bidder shall submit the Performance Guarantee at the Office of C & T Dept. before signing the Management agreement. Performance Guarantee shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure X or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Guarantee in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Guarantee shall be submitted for the contract period of 10 years, which can be submitted on a yearly basis valid for each Contractual Year and the Performance Guarantee shall be extended and adjusted for the next Contractual Year upon receiving the letter from C & T Dept. to commence the subsequent Contractual Year’s operation. The same procedure shall follow upon successful renewal of another ten (10) years. The Performance Guarantee shall be released on successful completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by C & T Dept. designated officer/ key contact for this contract.



ANNEXURE – I A

3. Additional Instructions to Bidders

- 3.1 Site-visit: The bidders are requested to visit the BPAC site, make own assessments before submitting their bid documents.
 - 3.1.1 Bidders who have paid the Tender documents Fee, on producing the proof of such payment may visit the BPAC site at Birasal Airstrip and assess themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.
 - 3.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. However, the C & T Dept. will facilitate the site visit of all the bidders.
 - 3.1.3 Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 5 (five) working days before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.
 - 3.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.
- 3.2 Pre-bid meeting:
 - 3.2.1 A pre-bid meeting shall be organized by C & T Dept.; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform C & T Dept. by email (Refer Data Sheet), along with the names and email IDs of the officials/ representatives of the Bidder who would be attending the meeting, at least 3 (three) working days before the pre-bid meeting. C & T Dept. shall then send the invite for the pre-bid meeting to the email-IDs that C & T Dept. would be receiving. The bidders will have the option of joining online and offline pre bid meeting.
 - 3.2.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the



Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

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



ANNEXURE – I B

4. General Information on E-tendering process

- 4.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e- procurement portal. Offline bid can be submitted in sealed envelopes at the C&T Department as detailed in the RFP document.
- 4.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 4.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of Bid Security amount and cancellation/termination of contract/Agreement.
- 4.4 Procedure for bid submission and payment of Tender Paper Fee and Bid Security amount
 - 4.4.1 Log on to e-procurement portal: The Online Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 4.4.2 Uploading of the Techno-Commercial Bid and the Financial Bid: The Bidders have to upload the required Techno-Commercial Bid and the Financial Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
 - 4.4.3 Payment of Tender Paper Fee and Bid Security: Tender Paper Fee and Bid Security shall be paid



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

- 4.4.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 4.4.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 4.4.6 Settlement of Bid Security payment on submission of bids: The Bank will remit the Bid Security payment cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 4.4.7 Forfeiture of Bid Security Payment: The forfeiture of Bid Security payment on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the Bid Security Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the Bid Security value from the Pooling Account to the registered account of the Tender Inviting Authority, i.e. C & T Dept.



- 4.5 Financial Bid (Additional Documents): The Financial Bid containing the bill of quantity will be will be uploaded by C & T Dept. during tender creation. This will be downloaded by the Bidder and will be used to quote the Financial Bid under Additional Documents Section in e-tender Portal, exclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Financial Bid of the Bidders will have no conditions. The Financial Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by C & T Dept. without any further reference to the Bidder.
- 4.6 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 4.7 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of C & T Dept. with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of C & T Dept.
- 4.8 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of clause 12. If required, C & T Dept. may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dashboard under “Upload shortfall document/information” link or through email. However, no changes in the Financial Bid shall be sought, offered or permitted, nor shall the documents sought be related to the Bid Security the Tender Paper Fee. No modification of the bid or any form of communication with C & T Dept. or submission of any additional documents which are not specifically asked for by C & T Dept., will be allowed and even if submitted, they will not be considered by C & T Dept. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash



board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents in the Upload Shortfall document section of the e-procurement portal or through email within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, C & T Dept. shall proceed to evaluate its Techno- Commercial Bid without any further reference to the Bidder.

- 4.9 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Financial Bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Financial Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of C & T Dept. with their Digital Signature Certificates. The Bidders may view the Financial Bid opening online remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Financial Bid /BOQ submitted by all shortlisted Bidders.
- 4.10 A comparative statement of the Financial Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of C & T Dept. opening the Financial Bids and submitted to the competent authority of C & T Dept. for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Financial Bids were opened. In case of tie bids, the same shall be dealt with in terms of Annexure III clause 1.18.
- 4.11 Upon approval and completion of the due process of C & T Dept., the Selected Bidder shall be issued the LoA. The LoA shall be sent through e-mail/registered/ speed post to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.



ANNEXURE – I C

5. General Conditions of Management Agreement

5.1 Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 5.1.1 “Contract Price” or “Contract Value” shall mean the financial terms submitted by the Selected Bidder, agreed upon during the price negotiation and documented in the Management Agreement.
- 5.1.2 “Service Order” or “Contract” or “Agreement” shall mean the management agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 5.1.3 "Site" shall mean the place or places named in the management agreement or such other place or places at which any work has to be carried out as may be approved by C & T Dept;
- 5.1.4 "Operating Partner” or “Contractor” shall mean a firm or company with whom the management agreement is placed and shall be deemed to include the supplier in successors (approved by C & T Dept.) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 5.1.5 "Services" means the services specified in the Service Order which the Operating Partner has agreed to supply under management agreement.

5.2 Scope of Services

- 5.2.1 Scope of Services shall be as defined in the Terms of Reference in the RFP document and special conditions of the Management Agreement.

5.3 Instructions, Direction & Correspondence

- 5.3.1 All instructions and orders to Operating Partner shall, excepting what is herein provided, be given by C & T Dept.
- 5.3.2 All the work shall be carried out under the direction of and to the satisfaction of C & T Dept.



5.3.3 All communications including technical/commercial clarifications and/or comments shall be addressed to C & T Dept. shall always bear reference to the management Agreement.

5.3.4 The Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

5.4 Agreement Obligations of the Operating Partner

5.4.1 After award of the LoA, if the selected Operating Partner does not acknowledge the receipt of award within the prescribed time limit (as the case may be), C & T Dept. reserves the right to cancel the LoA.

5.4.2 On signing the Management Agreement and before handing over the BPAC facility with adequate number of equipment, the Selected Bidder shall furnish the Performance Guarantee as per tender conditions.

5.4.3 Once the Agreement is accepted, confirmed and signed, the terms and conditions contained therein shall take precedence over all Operating Partner's all previous correspondence.

5.4.4 The Agreement shall, in all respect, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5.5 Modification in Management Agreement

5.5.1 All modifications leading to changes in the Operating Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by C & T Dept. by issuing amendment to the management agreement issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of management agreement in any manner except to the extent mutually agreed through a modification of management agreement.

5.5.2 C & T Dept. shall not be bound by any printed conditions or provisions in the Operating Partner's Bid Forms or acknowledgment of management agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to management agreement.

5.6 Use of Management Agreement Documents & Information



- 5.6.1 The Operating Partner shall not, without C & T Dept's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of C & T Dept. in connection therewith, to any person other than a person employed by the Operating Partner in the performance of the Management Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 5.6.2 The Operating Partner shall not, without C & T Dept's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Management Agreement.
- 5.7 Patent Rights, Liability & Compliance of Regulations
- 5.7.1 Operating Partner hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Operating Partner agrees to be responsible for and to defend at his sole expense all suits and proceedings against C & T Dept. based on any such alleged patent infringement and to pay all costs, expenses and damages which C & T Dept. may have to pay or incur by reason of any such suit or proceedings.
- 5.7.2 The Operating Partner shall indemnify C & T Dept. against all third-party claims of infringement of patent, trademark or industrial design rights arising from the services delivered by the
- 5.7.3 Operating Partner shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely C & T Dept. from any claims/penalties arising out of any infringements.
- 5.8 Performance Guarantee
- 5.8.1 The Operating Partner shall furnish Performance Guarantee as per the terms and conditions provided in the Bid document.
- 5.8.2 The Performance Guarantee shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
- If the Operating Partner abandons the work before its completion or during its extended period, or



- If the work performed by the Operating Partner is not as per the Agreement, or
- On breach of Agreement by the Operating Partner.

5.8.3 The proceeds of Performance Guarantee shall be appropriated by C & T Dept. as compensation for any loss resulting from the Operating Partner's failure to complete his obligations under the Agreement without prejudice to any of the rights or remedies C & T Dept. may be entitled to as per terms and conditions of Agreement.

5.8.4 Performance Guarantee shall be extended by the Operating Partner in the event of delay in completion of work, delay in handing over the BPAC facility, as defined in the Agreement for any reason whatsoever. C & T Dept.'s claim period shall remain valid for two months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Agreement, whichever is later.

5.8.5 For the avoidance of doubt, it is hereby clarified, that the Performance Guarantee shall not carry any interest. The date of performance guarantee shall start from the date of handing over the BPAC facility to Operating Partner(s) in all respect with adequate number of equipments thereof, as per the plan.

5.9 Delivery of Services

5.9.1 Delivery of the Services shall be made by the Operating Partner in accordance with terms specified in the Management Agreement.

5.9.2 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of C & T Dept. Any request concerning delay will be null and void unless accepted by C & T Dept.

5.10 Terms of Payment

5.10.1 Details about the method of payment, payment terms, billings, place of payment, etc. under this Agreement shall be specified in the Management Agreement.

5.10.2 All payments shall be made in INR only and shall be made directly to the bank account of each parties.

5.10.3 No advance shall be paid and no letter of credit shall be issued.



5.10.4 The Operating Partner shall share the monthly revenue information, training equipment utilization, reconciliation statements and any other data which is relevant for the billing purpose within 5 working days of the immediate month. Subsequently, the Operating Partner has to release the payment within 30 calendar days.

5.10.5 For avoidance of doubt, the Operating Partner shall bear all applicable costs and expenses with respect to its respective training verticals for operating, maintaining and managing the training operations and facilities during the term of the agreement, except maintenance of airfield, terminal building, passenger facilities and public utilities in the airport.

5.10.6 Interest shall be charged on delay in payments from the Operating Partner, if any, by C & T Dept.

5.11 Taxes & Duties

5.11.1 The Operating Partner agrees to and, hereby accepts full responsibility for payment of any and all direct and indirect taxes, duties, charges and levies as per the Applicable Laws as applicable for the deliverables in accordance with the provisions of this Operating Agreement.

5.12 Subcontracting /out-sourcing/ sub-letting/ Assignment

5.12.1 The Operating Partner is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from C & T Dept. side for the services for which such subletting is sought. However, C & T Dept. management reserves the full right to refuse any such approval to the Operating Partner without being bound to provide any reason or rationale for such decision.

Provided, nevertheless, that any such consent shall not relieve the Operating Partner from any obligation, duty or responsibility under the Agreement.

5.13 Cancellation of Management Agreement

5.13.1 If the Operating Partner fails to fulfil the terms and conditions which are spelt out in the Management Agreement. shall have the right to terminate the Agreement and award the total or balance work (if any) to any other Operating Partner at the risk and cost of the said Operating Partner after giving 90 days' notice to the Operating Partner as to why the said work shall not be awarded to another entity at his risk and cost. Further the Management Agreement could be terminated by C & T Dept. if:



- i) There is a force-majeure situation,
- ii) Operating Partner has given false declaration or document including affidavit,
- iii) There is conflict of interest between C & T Dept. & Operating Partner during the Management Agreement execution,
- iv) The Operating Partner defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Management Agreement,
- v) The Operating Partner or firm or any of the partner represented by the Operating Partner, in the subject Management Agreement is adjudged as Insolvent by the concerned authority and further if the Operating Partner has been wound up and dissolved,
- vi) The Operating Partner assigns/transfers/sub-lets the assignment thereof without the approval of the Competent Authority,
- vii) The Operating Partner offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Management Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Management Agreement.

Termination of the agreement shall not relieve the Operating Partner of any obligations which expressly or by necessary implication survive termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Operating Partner, shall not relieve the Operating Partner of any obligations or liability for loss or damage to C & T Dept. arising out of or caused by acts or omissions of the Operating Partner prior to the effective date of termination or arising out of such termination. Even if the Management Agreement is terminated/abandoned prematurely, C & T Dept. reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. C & T Dept. reserves the right to appropriate the Performance Guarantee, as a genuine pre-estimated damages suffered by C & T Dept. for the non-performance by the Operating Partner. C & T Dept. may also impose further penalties on the Operating Partner such as



holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of C & T Dept. shall be final. This notice shall be in accordance with the stipulated terms as per the Management Agreement.

5.14 Right to risk for procurement / rendering of services

If the Operating Partner fails to fulfill the terms and conditions of the Management Agreement, C & T Dept. shall have the right to avail the services from any other party for the execution/ completion of the scope of services under the Management Agreement and recover from the Operating Partner all charges/expenses/losses/damages which may be suffered by C & T Dept., at the risk and cost of the Operating Partner, after giving 30 (Thirty) days of notice to the Operating Partner. This will be without prejudice to the rights of the C & T Dept. for any other action including termination of the Management Agreement.

5.15 Force Majeure

5.15.1 “Force Majeure Event” means any event or circumstances or combination of events or circumstances which:

- i) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- ii) Materially and adversely affects such Party’s performance of its duties or obligations or enjoyment of its rights under this Management Agreement.

5.15.2 As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

5.15.3 If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Management Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.



5.15.4 If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Management Agreement or continue the Management Agreement on mutually agreed revised terms.

5.16 Dispute Resolution

5.16.1 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Management Agreement (including its interpretation) between C & T Dept. and the Operating Partner, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Operating Partner and C & T Dept. within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar/Cuttack. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

5.16.2 Governing law and jurisdiction: This Management Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Management Agreement.

5.17 Governing Language

The Management Agreement shall be written in English language as specified by C & T Dept. in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Management Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.



5.18 Notices

Any notice given by one party to the other pursuant to the Management Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.19 Permits & Certificates

5.19.1 Operating Partner shall obtain, maintain and keep renewing all the licenses and approvals, at their expense, required by virtue of all applicable laws, regulations, ordinances and other rules of DGCA or any other Regulatory bodies which are in force at the place where any of the work is to be performed, and Operating Partner further agrees to hold C & T Dept. harmless from any liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. Operating Partner is also responsible to get the periodic audits done by the Regulators like DGCA, as stipulated by the DGCA CAR.

5.20 General

5.20.1 The Operating Partner shall be deemed to have carefully examined all Management Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Operating Partner of his responsibility to fulfill his obligation under the Management Agreement documents.

5.20.2 Losses due to non-compliance of Instructions

Losses or damages occurring to C & T Dept. owing to the Operating Partner's failure to adhere to any of the instructions given by C & T Dept. in connection with the contract execution shall be recoverable from the Operating Partner.

5.20.3 Recovery of sums due

All costs, damages or expenses which C & T Dept. may have paid, for the recovery of outstanding payments under the Management Agreement, the Operating Partner is liable, may be recovered by C & T Dept. (The Department is hereby irrevocably authorized to do so) from any money due to or becoming due to the Operating Partner under this Management Agreement or any other Agreements and/or may be recovered by action at law or otherwise. If the same due to the Operating Partner is not sufficient to recover the recoverable amount, the Operating Partner



shall have to pay the full amount to C & T Dept., on demand.

5.20.4 The manpower deployed at BPAC shall be under the payroll of the Operating Partner(s) of BPAC. C & T Dept. in any case does not have any obligations directly or indirectly with regard to the recruitment of manpower resources and their payments thereof.

5.20.5 The Operating Partner shall comply with all applicable CARs of DGCA and/or any other Regulations applicable to FTO and ATO for each vertical separately. The Operating Partner shall ensure all mandatory positions are filled at all times and shall strictly adhere to DGCA CAR requirements.

5.20.6 The Operating Partner shall provide monthly MIS Report to C & T Dept. like type of trainings undertaken, number of students, number of hours etc. and keep updated C & T Dept. on any developments relating to the operation of BPAC on a monthly basis

5.21 Liability and Indemnity

5.21.1 Operating Partner shall indemnify, defend and hold C & T Dept. harmless against:

- i) any and all third party claims, actions, suits or proceedings against C & T Dept., for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Operating Partner of any of its obligations under the Management Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Management Agreement, or breach of statutory duty on the part of C & T Dept., its employees or consultants; and
- ii) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by C & T Dept. from third party claims arising by reason of breach by the Operating Partner of any of its obligations under this Management Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) have arisen due to negligent act or omission breach of the Management Agreement, or breach of statutory duty on the part of C & T Dept., its suppliers or Operating Partners, employees, servants or agents or any of the representations; and



iii) to the extent of the value of free issue materials to be issued till such time the entire Management Agreement is executed and proper account for the free issue materials, if any, is rendered and the left over / surplus and scrap items are returned to be C & T Dept. The Operating Partner shall not utilize C & T Dept.'s free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to C & T Dept. and in which case the Operating Partner shall be liable to C & T Dept. to pay compensation to the full extent of damage / loss and undertake to pay the same.

5.21.2 C & T Dept. remains indemnified (even if the Management Agreement ends pre-maturely) towards all or any obligations due to C & T Dept. by the Operating Partner and shall continue to remain in force till such time all or any such claims are suitably addressed.

5.22 Publicity & Advertising

Operating Partner shall not without the written permission of C & T Dept. make a reference to C & T Dept. or any Department/Company affiliated with C & T Dept. or to the destination or the description of goods or services supplied under the Management Agreement in any publication, publicity or advertising media. For the visibility of the BPAC project, C & T Dept. will do adequate publicity activities. However, for the course enrolment and training programs, the Operating Partner will do the promotion activities specific to the courses being offered at BPAC at its own expense.

5.23 Blacklisting

5.23.1 Generally, blacklisting of a business concern/entity or supplier may be resorted to in following cases which applies to this Management Agreement as well: -

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud



and tender fixing etc.

- iv) If the business concern/entity refuses / fails to return C & T Dept.'s dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which C & T Dept. has received notice from the concerned Department of Central / State Govt.
- vii) If violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

5.24 Insurance

5.24.1 The Operating Partner after taking over the BPAC facility and equipment thereof shall maintain all adequate insurance risks at all during the term of the agreement but not limited to;

- i) Aviation liability insurance
- ii) Professional indemnity insurance
- iii) General third-party insurance
- iv) Equipment all risks for aircraft and simulators
- v) Property all risks insurance
- vi) Medical & personal accident for it's own staff and students

5.24.2 Any assets owned by C & T Dept and operated by the Operating Partner, the C & T Dept shall be named as 'loss payee on record'.

5.24.3 However, Commerce & Transport Department will also maintain adequate insurance cover for its airfield facilities, properties and general third party liability.

5.24.4 Policies and certificates for insurance shall be delivered by the Operating Partner to the Officer-in-Charge/Head of Department or his nominee for the approval before the start date of the Contract and the insurance cover must be in force till the conclusion/expiry of the Management



Agreement and such insurance cover shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

5.25 Statutory and Legal requirements

5.25.1 The Operating Partner shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.

5.25.2 The Operating Partner shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.

5.25.3 The Operating Partner shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of C & T Dept. The Operating Partner has to maintain close liaison and cordial relations with the local people and authorities.

5.26 Compliances to policies and standards adopted or to be adopted by C & T Dept.

5.26.1 The Operating Partner shall abide by and ensure compliances with regard to the maintenance of aircraft, simulators and/or any other equipment being procured by the C & T Dept. for the operation of BPAC. The aircraft and Simulators require periodic checks after certain number of hours of fly for its performance. The maintenance of these machines are the sole responsibility of the Operating Partner.

5.26.2 The Operating Partner shall undertake periodic authority evaluation on training equipment from the concerned regulatory bodies.

5.26.3 The Operating Partner shall liaise with DGCA for obtaining type certificate for trainer aircraft based on the acquisition plan of the C & T Dept.

5.27 Safety

5.27.1 The Operating Partner shall comply with all the stipulations and requirements of DGCA as well as with other applicable laws concerning to FTO and ATO as applicable and relevant to its scope of services. The Operating Partner shall at all times be responsible to carry out all operations as per the extant applicable laws. The Operating Partner shall also be responsible for complying with all the statutory obligations. The Operating Partner shall ensure that its operations create no



hazards or disturbance for the surrounding environment, inhabitants and areas and all the approvals are maintained at all time. No work is carried out without the prior approval of C & T Dept.

5.27.2 C & T Dept. shall from time-to-time audit directly or indirectly the safety practices employed by the Operating Partner and the Operating Partner shall comply with the recommendations/directions made by C & T Dept. as a result of such audit. C & T Dept. is committed to set up a Governing Committee and the Committee consists of industry experts and representatives from the C & T Dept., other concerned departments, industry veterans, representative from Operating Partner etc. However, the Governing Committee shall not in any case get involved in the day-to-day operations of BPAC.

5.27.3 During the course of the contract period, if any accident occurs whether major or minor in which the Operating Partner or its employees are involved or are responsible, the Operating Partner shall immediately inform C & T Dept. without any delay, irrespective of the nature of the accident.

5.27.4 The Operating Partner shall indemnify C & T Dept. from any liability falling on C & T Dept. due to any accident, whether minor or major, or by any act of commission/omission by the Operating Partner or by its representatives or by its employees. If C & T Dept. is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to C & T Dept. by the Operating Partner as if C & T Dept. has paid on their behalf.

5.28 Use of Airstrip by other agencies

5.28.1 The Operating Partner hereby undertakes that private sector non-scheduled aircraft may be allowed use the Airstrip for landing, take-off and parking by the Collector/ Director. C & T Department reserves the right to permit other parties to use the airstrip for activities which are not in the scope of permitted activities exclusive to the bidder.

5.29 Maintenance of Records

5.29.1 The Operating Partner shall maintain accurate, up-to-date and complete financial records in accordance with the requirements of Applicable Laws in India.

5.29.2 The Operating Partner shall also maintain accurate, up-to-date and complete records relating to



the operation and maintenance of assets, which the C&T Department has handed over to the Operating Partner to operate, and to ensure operational performance of the Airstrip. The Operating Partner shall also make available and, if reasonably requested by the C&T Department, provide copies of, on reasonable notice, by the C&T Department and at reasonable times. The C&T Department shall be entitled to appoint one or more authorized representatives to check and take copies of any such records. The Operating Partner shall provide the C&T Department with such further information, explanations and other assistance as may be reasonably required by the C&T Department or any of its authorized representatives for the purpose of checking any of such records. All records required to be maintained in accordance with this Article shall be held for a period of five years from the date of creation of the relevant records or until twenty four months after the expiry or earlier termination of the Agreement period, whichever is the later, provided that the Operating Partner shall notify the C&T Department before any such disposal and provide the C&T Department with a reasonable opportunity to take delivery of such records. All such records may be maintained in the electronic form provided such electronic form is duly authenticated and admissible in evidence. It is expressly understood by the Parties that this Article shall survive the termination or expiry of this Agreement.

5.30 Rights of Inspection

5.30.1 The C&T Department or the Governing Committee of BPAC or its authorized representatives shall be permitted to inspect at any time but with reasonable prior intimation any part of the Airstrip Site or any of the assets at the BPAC Campus undertake any survey or other check in order to monitor compliance with the Operating Partner's obligations under this Agreement, or check the quality of service performance by the Operating Partner or any Relevant Authority, or for any other reason whatsoever, for which purpose the Operating Partner shall grant such access or procure the grant of such access (including to or from third parties) as they shall reasonably require in connection therewith, provided that such persons shall not interfere with the performance of the relevant works or give any instruction in relation thereto or interfere with the carrying on of the services. If any such exercise reveals that the Operating Partner has not complied in any material respect with its obligations under this Agreement, the costs of any such inspection shall be borne by C&T Department.

5.31 Sub-Contracts, Leases and Licenses



- 5.31.1 The Operating Partner undertakes that it shall have no right to sub-lease and license any part or whole of the Airstrip Site to third parties for the purpose of performance of its obligations under this Agreement.
- 5.31.2 Notwithstanding anything contained in points above, under no circumstances the Operating Partner sub-contract the overall operation and management of the Airstrip and the Operating Partner shall at all times exercise and be responsible for overall management control and supervision of the Airstrip through its senior management staff, irrespective of any sub-contracting of activities and/or services.
- 5.31.3 The Operating Partner hereby undertakes and agrees that the Government of Odisha and its instrumentalities, Government of India and its instrumentalities, Indian Defence Forces and other Ref. No. F-42/1/LA/549, Dated: 27.07.2023 79 military & security agencies shall, at all times have the right to use the Airstrip and all facilities at the Airstrip including the VHF equipment, free of charge without any restriction or constraint of any nature whatsoever when there is a situation warrants.
- 5.32 Upkeep and maintenance of assets
- 5.32.1 The Operating Partner will ensure that all materials, equipment, machinery, etc. installed and/or used at the Airstrip/BPAC Campus will be of sound and merchantable quality, that all workmanship shall be in accordance with Good Industry Practices applicable at the time of installation, construction or repair and that each part of the Maintenance will be fit for the purpose for which it is required. The Operating Partner will ensure regular maintenance of aircraft, simulators, buildings, structures, infrastructure works (except air side) and any other immovable property on or attached to the Site so as to ensure quality of assets comparable to that at the time of handover from the C&T Department and maintain fitness for the purpose for which it is required. The Operating Partner shall be responsible for safety, maintenance and fitness for use always for Aircraft & Simulators, and undertake to procure necessary Regulatory or other clearance required from any other Government Agency, as applicable.



ANNEXURE – II

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

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

Sub: Proposal for Engagement of Operating Partner(s) for Operation, Maintenance & Management of BPAC

Dear Sir/Madam,

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 C&T Department will be relying on the information provided in the Bid and the documents accompanying the Bid and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Operating Partner (OP) for the for BPAC Project at Dhenkanal Dist Odisha. We are solely responsible for any consequence arising out of any misrepresentation made in our submission.
4. We shall make available to the C&T Department for any additional information it may find necessary or require to supplement or authenticate the Bid.



5. We acknowledge the right of the C&T Department to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

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

Dated thisday of2025

(Signature)

(in the capacity of)

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

Company/Firm Seal



ANNEXURE III

Format for Power of Attorney

POWER OF ATTORNEY

(To be furnished with the Technical Bid)

Know all men by these presents, We _____(name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), _____son/daughter/wife of__and _____ presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Engagement of Operating Partner for Operation, Maintenance and Management of BPAC including but not limited to signing and submission of all applications, Proposals and other documents & writings, and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts including the Management Agreement (“CONTRACT AGREEMENT”) and undertakings consequent to acceptance of our Proposal, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the award of the said RFP and/ or upon award thereof to us and/ or till the entering into of the CONTRACT AGREEMENT with the Client.

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

INWITNESSWHEREOFWE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS __DAY OF _____ 2025.



For

Witnesses:

1.

2.

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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

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



ANNEXURE-IV

Transmission of Bank Guarantee Cover Message
<to be submitted by the applicant to BG issuing bank>

Date:

The Manager, (Bank),
(Branch)

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

Dear Sir/Mam,

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

Thanking You,



ANNEXURE-V

Statement of Legal Capacity (To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

The 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 authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you, Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of [●]

(Signature)

(Name and designation)





ANNEXURE-VI

TECHNICAL BID FORMAT

To

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

Dear Madam,

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

- Flying Training Organization (FTO)
 Approved Training Organization (ATO)

[Please tick the desired option(s) that you intend to bid for]

in conformity with the said proposal documents for the sums as specified in the price schedule contained in our financial proposal.

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

We agree to abide by this proposal for a period of 30 days after the date fixed for proposal opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period,

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

Dated thisday of.....2025

(Signature) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of

Company/Firm Seal

Registered name of the Applicant & contact details:



ANNEXURE VII

DETAILS OF THE BIDDER COMPANY

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

Signature of Applicant
Name & Designation

(Company/Firm Seal)



ANNEXURE VII A

Bidder Organization's Details

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

Sl. No.	Description	Full Details
1.	Name of the Bidder:	
2.	Address for communication: Tel: Fax Email id:	
3.	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4.	Registration / Incorporation Details Registration No: Date & Year:	
5.	Local office in Odisha If yes, please furnish contact details	Yes / No
6.	PAN No, if applicable	
7.	GSTIN No, if applicable	
8.	Annual Turnover in last three years FY 21-22, FY 22-23, FY 23-24 Average Annual Turnover in las three Financial Years: (Audited Financial Statements to be enclosed)	
9.	Experience in Similar Assignment: <ul style="list-style-type: none">• Number of years:• Total assignments:• Assignment completed in last [●] years:• Similar Assignments in last [●] years:	
10.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.	
11.	Self-Declaration on Potential Conflict of Interest	
	Any Award or Accreditation received	
12.	Any Other Relevant Details:	

Signature of Applicant

Name & Designation

(Company/Firm Seal)





ANNEXURE VIII

Financial Capacity of the Bidder

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

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

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



Signature of the statutory auditor of the Bidder:

Name of the Partner:

Name of the statutory auditor firm/company:



ANNEXURE-IX

FINANCIAL BID FORMAT

To

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

Dear Madam,

I/We the undersigned, offer to Operate, Maintain and Manage BPAC, Birasal, Odisha in the specified location by the client,

Flying Training Organization (FTO)

[Please tick the desired option(s) that you intend to bid for]

- i. Proposed Revenue sharing percentage % of Single-Engine Piston (Type 1) and Single-Engine Piston (Type II) aircraft

		Proposed Slab wise Revenue Sharing %			
Slab No.	Utilization Hours per aircraft/per year	C & T Dep	Operating Partner	Total	Minimum threshold % to C & T
1	0-1000 hours	___%	___%	100%	25%
2	Above 1000 hours	___%	___%	100%	20%

PS: The bidders are requested to quote their % of revenue share above the minimum threshold % fixed by the C & T Dept against each utilization slab.



ii. Proposed Revenue sharing percentage % of Multi-Engine Piston Aircraft – Type -3

		Proposed Slab wise Revenue Sharing %			
Slab No.	Utilization Hours per aircraft/per year	C & T Dep	Operating Partner	Total	Minimum threshold % to C & T
1	0-750 hours	___%	___%	100%	25%
2	Above 750 hours	___%	___%	100%	20%

PS: The bidders are requested to quote their % of revenue share above the minimum threshold % fixed by the C & T Dept against each utilization slab.

iii. Proposed Revenue sharing percentage % of Flight Navigation Procedure Trainer (FNPT)

		Proposed Slab wise Revenue Sharing %			
Slab No.	Utilization Hours per device/per year	C & T Dep	Operating Partner	Total	Minimum threshold % to C & T
1	0-1000 hours	___%	___%	100%	30%
2	Above 1000 hours	___%	___%	100%	25%

PS: The bidders are requested to quote their % of revenue share above the minimum threshold % fixed by the C & T Dept against each utilization slab.



Approved Training Organization (ATO)

[Please tick the desired option(s) that you intend to bid for]

- i. Proposed Revenue sharing percentage % of Full Flight Simulators (Airbus A320 NEO and Boeing 737 Max)

		Proposed Slab wise Revenue Sharing %			
Slab No.	Utilization Hours per device/per year	C & T Dep	Operating Partner	Total	Minimum threshold % to C & T
1	0-2000 hours	__%	__%	100%	50%
2	2001-3000 hours	__%	__%	100%	45%
3	3001-4000 hours	__%	__%	100%	40%
4	4001-5000 hours	__%	__%	100%	35%
5	5001-6000 hours	__%	__%	100%	30%
6	Above 6000 hours	__%	__%	100%	25%

PS: The bidders are requested to quote their % of revenue share above the minimum threshold % fixed by the C & T Dept against each utilization slab.

- ii. Proposed Revenue sharing percentage % of Fixed Base Simulators (Airbus A320 NEO and Boeing 737 Max)



Proposed Slab wise Revenue Sharing %					
Slab No.	Utilization Hours per device/per year	C & T Dep	Operating Partner	Total	Minimum threshold % to C & T
1	0-2000 hours	___%	___%	100%	50%
2	2001-4000 hours	___%	___%	100%	40%
7	Above 4000 hours	___%	___%	100%	30%

PS: The bidders are requested to quote their % of revenue share above the minimum threshold % fixed by the C & T Dept against each utilization slab.

iii. Proposed Revenue sharing percentage % of Fixed Training Device (Airbus 320 FTD1)

Proposed Slab wise Revenue Sharing %					
Slab No.	Utilization Hours	C & T Dep	Operating Partner	Total	Minimum threshold % to C & T
1	0-1000 hours	___%	___%	100%	30%
2	Above 1000 hours	___%	___%	100%	25%

PS: The bidders are requested to quote their % of revenue share above the minimum threshold % fixed by the C & T Dept against each utilization slab.

Notes

- The Operating Partner is encouraged to ensure that simulators and aircraft are utilized optimally for greater revenue generation.



- As equipment utilization grows higher, the Operating Partner's revenue share will increase in a tiered fashion. To incentivize the Operating Partner, when simulators and aircraft are utilized more for maximum revenue generation, a higher percentage of revenue share will go to the Operating Partner.
- The Operating Partner to quote revenue share % on gross revenue without taxes.
- C & T Dept. is prepared to offer support to the selected Operating Partner to stabilize the business by sponsoring a good number of eligible local youths for pilot training and other aviation training programs by availing various Govt. schemes during the initial three years.

Note: Payment is strictly as per tender conditions.

Signature and seal of the Applicant: _____

Name :

Designation :

Company/Firm :

Date :

Signature of the Bidder with seal



ANNEXURE-X

PERFORMANCE GUARANTEE FORMAT

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

(On Requisite Stamp Paper)

To

The Special Secretary to Government of Odisha,
Commerce & Transport Department
5th Floor, Kharvel Bhawan
Bhubaneswar-751001

1. In consideration of the Commerce & Transport (Transport) Department (hereinafter called "Client"), acting as the Implementing Agency on behalf of the State Government of Odisha having notified [*insert name of the Selected vendor*] as the proposed Selected Vendor and having invited [*insert name of the Vendor*] to execute the Selected Contract Agreement between..... and (hereinafter "MANAGEMENT AGREEMENT") for the appointment of Operating Partner to To Operate, Maintain and Management of BPAC [*insert name of the Vendor*] has agreed to submit to the Client an unconditional and irrevocable bank guarantee for Rs. (Rupees.....only) for the performance of obligations of the Vendor in accordance with the terms and conditions contained in the MANAGEMENT AGREEMENT.
2. 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.
3. We.....
(Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable,



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

4. We, the said Bank, further undertake to pay to the Commerce & Transport (Transport) Department any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unconditional.
5. The payment so made by us under his bond shall be a valid discharge of our liability for payment there and the Vendor shall have no claim against us for making such payment.
6. We (Indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said MANAGEMENT AGREEMENT and that it shall continue to be enforceable, till all the dues of the Client under or by virtue of the said MANAGEMENT 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 MANAGEMENT AGREEMENT have been fully and properly carried out by the said Vendor and accordingly this guarantee may be released/discharged.
7. We (indicate the name of the Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said MANAGEMENT AGREEMENT or to extend the time of performance by the said Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said MANAGEMENT AGREEMENT and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Vendor or for any forbearance or act of omission on the part of the Client or any indulgence by the Client to the said Vendor or by any such act or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Guarantor.



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

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

This guarantee shall be valid 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 of all our liabilities.

10. Under this guarantee shall stand discharged.

In the 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 the State Government of Odisha

Signature _____

Name _____



Designation _____

Dated _____

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



ANNEXURE XI

Format for submitting Pre-bid Queries

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

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

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



ANNEXURE XII

Relevant Experience of Bidder – Details of Training Centers

Name of the Bidder:

Name of the Contact Person: Email

ID:

Phone No:

Sl. No	Name & location of the Training Centre	Vertical Type	No. of years in operation	Name of Regulatory approval	Ownership structure
1		FTO			
2		ATO			

Signature & Seal



ANNEXURE XII A

Relevant Experience of Bidder – No. of active training assets

Name of the Bidder:

Name of the Contact Person: Email

ID:

Phone No:

Sl. No	List of assets	Vertical Type	Name of Regulatory body	Approval No.	Years in service
1		FTO			
2		ATO			

Signature & Seal



ANNEXURE XIII

Undertaking Regarding Debarment/ Blacklisting

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

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

Date:

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

Place:

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



ANNEXURE XIV

Pricing and specifications for Flight Simulation Training Devices (FSTDs) – (Optional)

Bidder who are Original Equipment Manufacturer (OEM)/those bidders who have special ties up with OEM may only need to fill up this Annexure. This is not to be construed as a quotation and has no bearing on the selection of the Operating Partner. The sole objective is to get a market sounding for the training devices being procured at a later stage of the project.

The bidders are encouraged to indicate the ROM price in US Dollar terms and delivery lead time in months as per the format given below.

Rough Order of Magnitude (ROM) Price

Simulators Acquisition Plan	Type	Qty	High level specs	Lead time in months	ROM Price in USD
Fixed Base Simulator	A320 Neo	1	<ul style="list-style-type: none"> ▪ FSTD Qualification Level: FTD 2 including FNPT-II/ MCC ▪ No. of Engines to be simulated: CFM Leap-1A26, PW1127G-JM ▪ Airbus Standard: AIRBUS Standard 2.2 ▪ No. FMGEC: THALES & HONEYWELL ▪ Qualification bodies: DGCA Section 7, Series D, Part VI and EASA CS-FSTD(A) Issue 2 	—	—
Fixed Base Simulator	B737 Max	1	<ul style="list-style-type: none"> ▪ FSTD Qualification Level: FTD 2 including FNPT-II/ MCC ▪ No. of Engines to be simulated: CFM Leap-1B ▪ Boeing Standard: Latest Boeing Block point ▪ No. of FMGEC: GE Rehost ▪ Qualification bodies: DGCA Section 	—	—



			7, Series D, Part VI and EASA CS-FSTD(A) Issue 2		
Flat Panel Trainer	A320 Neo	1	<ul style="list-style-type: none"> ▪ FSTD Qualification Level: FSTD Level 1 ▪ No. of Engines to be simulated: CFM Leap-1A26, PW1127G-JM ▪ Airbus Standard: AIRBUS Standard 2.2 ▪ No. FMGEC: THALES & HONEYWELL ▪ Qualification bodies: DGCA Section 7, Series D, Part VI and EASA CS-FSTD(A) Issue 2 	—	—
Full Flight Simulator	A320 Neo	1	<ul style="list-style-type: none"> ▪ FSTD Qualification Level: FFS Level D ▪ No. of Engines to be simulated: CFM Leap-1A26, PW1127G-JM ▪ Airbus Standard: AIRBUS Standard 2.2 ▪ No. FMGEC: THALES & HONEYWELL <p>Qualification bodies: DGCA Section 7, Series D, Part VI and EASA CS-FSTD(A) Issue 2</p>	—	—
Full Flight Simulator	B737 Max	1	<ul style="list-style-type: none"> ▪ FSTD Qualification Level: FFS Level D ▪ No. of Engines to be simulated: CFM Leap-1B28, CFM Leap-1B25 and CFM Leap- 1B28B1 ▪ Boeing Standard: Latest Boeing Block point ▪ No. of FMGEC: GE Rehost <p>Qualification bodies: DGCA Section 7, Series D, Part VI and EASA CS-FSTD(A) Issue 2</p>	—	—
Total Simulators		5			

Signature & Seal of the Bidder

Name of the firm