



OPERATIONS MANUAL

FOR REVENUE EARNING CONTRACTS

2023, First Edition





FOREWORD

I am pleased to know that the Directorate of Operations has prepared Operations Manual for Revenue Earning Contracts to deal with essential & highly specialized services of Ground Handling and Passenger Processing.

Ground Handling Services (GHS) facilitates the aircrafts to land and take off on time while ensuring safety & facilitation of the airline operators and passengers. The Common Use Passenger Processing Services (CUPPS) with Baggage Reconciliation System (BRS) ensures that boarding of the passengers & loading of baggage is done in a faster and efficient manner.

In the last two decades, the number of passengers and aircraft movements has increased exponentially across the airports thereby changing the nature & complexities of these services. Uniform & effective management of these services will not only enhance stakeholders & passenger experiences at AAI airports but also generate a significant amount of revenue.

I am hopeful that the manual will be very useful for the officials dealing with Ground Handling & Passenger Processing concessions in timely processing, tendering, award of concessions, efficient management of concessions including realization of revenue, ensuring compliance of terms & conditions of the agreement and maintaining uniformity across the airports.

I appreciate the efforts of the Directorate of Operations in formulation of this manual as a standard reference document to adopt standard procedures, methods and applicable regulations covering various aspects of Ground Handling and Passenger Processing Services.

Sanjeev Kumar
(Sanjeev Kumar)



PREFACE

AAI Board in its 212th meeting has approved the Operations Manual for Revenue Earning Contracts. I am confident that this manual will be effectively utilized by the officials dealing with Ground Handling & Passenger Processing concessions to follow standard procedure for appointment of agencies, management of concessions, Debtor Management, Management of Information and various other aspects.

The Operation Manual for revenue earning contracts is intended as a reference book that is consistent with the language and intent of the Standard contract Procedures. In order to use this reference effectively, it is essential that the user has a thorough understanding of the contract management and agreement provisions as well as this manual.

Many situations may arise on different contracts with different types of work, the instruction provided by this manual is general in character and is not to be construed as replacing, modifying, or superseding any of the provisions of the guidelines issued by Central Vigilance Commission and Ministry of Finance Govt. of India.

I am sure with the introduction of Operations Manual for Revenue Earning Contracts the concerned officials will be better equipped to handle revenue earning contracts in a systematic & professional manner to ensure uniformity across the airports in terms of provisions Ground Handling Services (GHS) & Passenger Processing Services (PPS) and will also help to scale up the revenue of AAI.

I recognize the hard work & perseverance shown by Mr. Vivek Anand Chourey, ED (Operations) and his team on formulation & publishing of first edition of this manual.

(M. Suresh)

Member (ANS) & (Operations)



ACKNOWLEDGEMENT

The purpose of Operations Manual for Revenue Earning Contracts is to provide procedures regarding contracts for Ground Handling Services (GHS) & Passenger Processing Services (PPS) to ensure user friendly & efficient technological solutions to Airline operators and passengers at reasonable cost by adopting best industry practices.

This manual will facilitate in conducting a transparent and timely tender process for selection of Service Providers for Ground Handling Services and Passenger Processing Services. The manual has been drafted to continue to capture the business opportunities at airports due to the changing preferences and dynamic nature of airport requirements while enriching the stakeholder experiences.

I would like to express my gratitude and appreciation to all those who gave me their valuable support to complete this manual. I thank the AAI Board for approval and suggesting modification for further improvement in this manual.

My Special thanks to Ms. R. Radhika, General Manager (Commercial), Mr. Balwant Singh, General Manager (Finance), Mr. Chandra Pratap Dwivedi, General Manager (Ops), Mr. Mukesh Kumar, DGM (Ops), Mr. Rajesh Kumar Soni, AGM (Ops/Engg (c)) & Mr. Ayush Vikram, AM (Ops) and other officers who have individually provided their valuable inputs in formulation of this Manual.

All attempts have been made to include relevant issues related to the revenue earning contracts in this manual, however we welcome any constructive feedback for further improvements.

A handwritten signature in blue ink, appearing to read 'Vivek Anand Chourey'.

(Vivek Anand Chourey)
Executive Director (Operations)

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Chapter 1: Overview

- 1.1** The main functions of Operational Directorate are to ensure:
 - Safe & efficient aircraft operations complying relevant DGCA CARs maintaining aerodrome standards.
 - Safety oversight functions
 - Passenger facilitation
 - Management and Upkeep of cityside and landside facilities
- 1.2** In addition to the main function, the works of provision of Ground Handling Services (GHS) and Passenger Processing System (PPS) managed by Commercial Directorate were transferred to Directorate of Operation vide order dated 20.08.2015 of Chairman, AAI.
- 1.3** Since the responsibility of Contract Management of Ground Handling Services, Passenger Processing System has been vested with Directorate of Operation, it is necessary to have its own Operational Revenue earning Contract Manual to deal with selection of Service Providers for PPS and management of GHS Concessions across AAI airports. It includes draft RFPs, draft Concession agreements and SOPs to manage License agreements. Any other revenue earning contracts other than covered in this manual will be dealt as per the provisions of the AAI Commercial Manual.
- 1.4** The efforts have been made while preparing Operations Manual for Revenue Earning Contracts to minimize the discretionary powers and ambiguities with the focus to give maximum administrative and financial autonomy/independence to the Airports/Regions for the selection of Service Providers for providing quality services at Airports.
- 1.5** The procedures and provisions laid down in the Operations Manual for Revenue Earning Contracts should be uniformly and comprehensively followed at all Airports.
- 1.6** An attempt has been made to define commonly used terminology in concessions/tenders for uniform application at airports and to avoid ambiguity and disputes.
- 1.7** Any policy not covered in the above Operations Manual for Revenue Earning Contracts or some conditions not applicable at a particular airport due to peculiar geographical/topographical/ seasonal factors and requiring modifications may be sent to Directorate of Operations, AAI, CHQ for consideration and appropriate directions.
- 1.8** In case of overlapping provisions in this Manual and Delegation of Powers, the provisions of DoP shall prevail. In the absence of any guidelines, standard practices/conventions shall be followed.
- 1.9** Chairman is the competent authority to carry out modifications/amendments in the Operations Manual for Revenue Earning Contracts as and when necessary, on recommendations of the Operational Advisory Board (OAB).
- 1.10** In case of deviation to procedure as laid down in the Manual, the matter with proper justification shall be placed before the next higher authority for approval as per DoP but not below the level of Executive Director. However, the Chairman shall have full

powers for approval of deviation from the procedure specified in this manual.

- 1.11** While preparing/reviewing this manual, all care has been taken so as to ensure that different aspects of Revenue Earning Contracts are covered exhaustively. However, in case, any aspect is not covered in the manual, the same should be brought to the notice of the Executive Director (Operation) at CHQ for review and approval by the Competent Authority.
- 1.12** All efforts have been made to incorporate circulars, rules, instructions, procedures relevant to Revenue Earning Contracts issued from time to time in the manual. If any errors, omissions are pointed out subsequent to the implementation, then the same will be issued in the form of Operations Instruction in future. Any letter or correspondence issued in any other form will be construed as clarification or correspondence for case specific. Only Operations Instructions will be treated as an amendment or modification of the manual, which will become part and parcel of the Operations Manual for Revenue Earning Contracts.
- 1.13** Any rates defined in Operations Manual for Revenue Earning Contracts such as tender fee, bid security etc. are subject to review from time to time at CHQ level.
- 1.14** All the terms and conditions of this Operations Revenue earning Contract Manual, 2023 shall be effective from 01.04.2023. However, All the existing operational contracts shall be governed by the terms and conditions laid down in the existing contract document, i.e. as per the provisions laid down in the license agreement executed for the said contract and terms & conditions laid down in the tender document based on which contract was awarded.

Chapter 2: Objectives

2.1 OBJECTIVES

- 2.1.1 Provide Ground Handling Services (GHS) & Passenger Processing Services (PPS) to Airlines and passengers at reasonable cost by adopting best industry practices.
- 2.1.2 Transparent and on Time Tender process for selection of Service Providers for Ground Handling Services and Passenger Processing Services (PPS).
- 2.1.3 Efficient Management of Concession including realization of revenue, ensuring compliance of the terms and conditions of the Concession Agreement.
- 2.1.4 To ensure uniformity across the airports in terms of provisions of GHS and PPS.

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Chapter 3: Classification of Airports

3.1 Classification of Airports

3.1.1 All airports within a category will be treated in similar fashion for all purposes.

3.1.2 Classification of Airports:

- (i) This manual classifies the AAI airports on the basis of Annual passenger movement data.
- (ii) The categories are defined as under:

Category of Airports	Passenger Traffic Criteria (in MPPA)
A	Greater than 10
B	Greater than 3.5 to 10
C	Greater than 0.5 to 3.5
D	Less than equal to 0.5

3.2 Revision of Category of Airports

3.2.1 An airport has to cross the threshold of next category for two consecutive years to be eligible for change of category.
(ex : An airport in category 'B' has to cross 10 million passenger threshold for two consecutive years to be changed into category 'A'). For the purpose of an existing contract, the categorization considered at the time of bidding process will continue to remain the same during the entire concession period. The change in category will be applicable for invitation of fresh tenders only.

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Chapter 4: Procedures for appointment of Ground Handling Agencies

This chapter provides standard procedures to be adopted in the bidding process.

4.1 Selection / Eligibility Criteria

Selection / eligibility criteria is a set of evaluation parameters that define a minimum benchmark that the bidder must fulfill so as to be considered for further processing of its bid for award of contract.

4.1.1 Financial Capability: The financial capability will typically be ascertained on following two components:

I. Turnover

II. Net worth

Note:

- i. Turnover / Net worth details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor.
- ii. The Turnover & Net Worth of the company should be considered in any one of the last three (03) financial years from the date of publication of RFP excluding FY 2020-21 and FY 2021-22 due to pandemic.
- iii. Unique Document Identification Number (UDIN) for documents provided against Financial Capacity shall be provided in the certificate issued by Chartered Accountant (as applicable).

4.1.1.1 Turnover Criteria: Minimum Gross Turnover Criteria requirement are to be defined as under:

Unless defined otherwise, the minimum gross turnover shall be 12 months of Minimum Monthly Guarantee (MMG) of particular Airport (s) for which tender is invited.

4.1.1.2 Net Worth: Unless otherwise specified, Net worth of the bidder should not be negative at the close of the preceding financial year and also should have not eroded by more than 30% (thirty percent) in the last three years at the close of preceding financial year excluding FY 2020-21 and FY 2021-22 due to pandemic, duly certified by Chartered Accountant/Statutory Auditor.

4.1.1.3 Technical Capability:

- (i) Nature of experience required.
- (ii) Minimum years of relevant experience.
- (iii) Total years of experience, as required is to be reckoned on the bid submission end date/bid due date.

- (iv) The experience, as claimed by the bidders should be duly supported by documents establishing the claim of the bidders.

The above parameters are to be adopted for a particular category of airports as per details provided below:

Airport Category	Airports	Technical Experience
Group A	Chennai, Kolkata	In the preceding 7 (seven) years from the Bid Due Date, the Bidders should have at least 36 months experience in providing all seven core ground handling services (as defined in Schedule I B of Standard RFP) with scheduled international flights/domestic flights. Bidder should have signed Standard Ground Handling Agreement ("SGHA") with scheduled international airlines in preceding 7 (seven) years from the Bid Due Date wherein, Bidder should have experience of providing all sub-categories defined under the seven Core Ground Handling Services handling to scheduled international airlines' wide body aircraft.
	Goa, Pune	In the preceding 7 (seven) years from the Bid Due Date, the Bidders should have at least 36 months experience in providing all seven Core Ground Handling Services (as defined in Schedule I B of Standard RFP) with scheduled international flights/domestic flights.
Group B	Amritsar, Calicut Bhubaneswar, Coimbatore, Varanasi, Patna, Indore, Bagdogra, Srinagar, Visakhapatnam	In the preceding 7 years from the Bid Due Date, the Bidders should have at least 36 months experience in providing at least five out of the seven Core Ground Handling Services (as defined in Schedule I B of Standard RFP) with scheduled international flights/domestic flights.
Group C	Trichy, Gaya, Madurai, Ranchi, Raipur, Agartala, Jammu, Udaipur, Surat, Dehradun, Vadodara, Bhopal, Vijayawada, Imphal, Portblair	In the preceding 7 years from the Bid Due Date, the Bidders should have at least 36 months experience in providing at least three out of the seven Core Ground Handling Services (as defined in Schedule I B of Standard RFP) with scheduled international flights/domestic flights.
Group D	Airports with passenger traffic less than 0.5 Million	No technical experience required

- 4.2 Bid parameter** – Bid Parameter for Ground Handling Services will be Minimum Annual Guarantee (MAG). Bidder quoting highest MAG (excluding applicable taxes) will be selected bidder. MAG will be escalated @ 20% after completion of every 5 years. The bidder will pay maximum of Revenue Share calculated or quoted MAG excluding applicable taxes.

For the avoidance of doubt, if the quoted MAG by the bidder is 'X', then at the beginning of 6th year the MAG will be escalated to '1.2X' and the concessionaires will pay premium (maximum of Revenue Share or escalated MAG) accordingly from the first day of 6th year.

4.3 Fixation of MRLF /Minimum Reserve Annual Guarantee (MRAG)

Before any bidding process, the MRLF / MRAG is to be approved by the Competent Authority as per DoP. However, the MRLF / MRAG is to be fixed as under:

- 4.3.1 For continuation of existing facility-** If the tender is floated for continuation of facility and the previous contract has completed more than 50% of the contract period then the Premium received in the preceding year plus 10% may be kept as the MRLF / MRAG. This will be subject to all ground conditions remaining unchanged. If the business potential changes, then increase or decrease up to 20% of the amount as calculated above can be approved by the Competent Authority depending upon the change in the potential in terms of flights etc.

- 4.3.2** If the previous contract has been terminated on any ground, on or before the 50% tenure of the contract period, then the amount of MRLF / MRAG may be considered as per the following:

a) If the MAG received / quoted in the tender was above 110% of the MRLF / MRAG and

(I) wherein 3 or more bids were received, the MRLF / MRAG shall be fixed at an amount equal to the amount quoted by the H2 bidder.

(II) wherein 2 bids were received, the new MRLF / MRAG shall be fixed at an amount equal to the last Premium.

b) If the MAG received / quoted in the tender was less than or equal to 110% of the MRLF / MRAG and wherein 2 or more bids were received, up to 15% reduction on the last Premium billed, may be considered to fix the new MRLF / MRAG with appropriately documenting the reasons for the same.

c) In case of single tender, the new MRLF / MRAG shall be fixed at an amount equal to the Premium of preceding financial year.

- 4.3.3** In case of MRLF / MRAG fixed as per above paras does not result in any party quoting above the MRLF / MRAG i.e., no response is received after automatic extensions on e-tendering portal, (Refer 4.10) then MRLF / MRAG downward revision is to be reconsidered up to a maximum of 30% by the Competent Authority as per DoP subject to proper justification to be recorded. The reduction should be done only once. In case, the tender

process after reduction also yields no response, then the fixation of revised MRLF / MRAG to be considered by one authority above as per provisions of DoP.

4.3.4 In case Letter of Intent of Award (LOIA) is issued for the existing floated facility and H1 emerged bidder could not commence operation, following case would be considered for MRLF / MRAG fixation.

Case I - The last tender was of single bid:

MRLF / MRAG may be fixed considering last MRLF/MRAG plus 4% annual escalation, if applicable, and ground realities i.e. aircraft movements, business potential etc.

Case II - The last tender was multi-bidder:

MRLF / MRAG may be fixed considering the rate quoted by H2 bidder plus 4% annual escalation, if applicable.

4.3.5 For additional Ground Handling Facility at existing airport (guiding principle):

MRLF / MRAG in case of Ground Handling Services will be considered from previous year Premium at the same airport (or similar airport having aircraft movement nearest to airport into reference) plus 4% annual escalation will be considered for all references.

4.4 Schedule and Stages of Tendering Process

4.4.1 Stages involved in tender process are:

S. No.	Pre-Tendering Activity	Timeline
1.	MRLF/MRAG proposal to be put up to Competent Authority for approval.	At least Twenty Months Prior to Expiry of Existing Contract
2.	Preparation & Approval of Tender document (RFP and Concession Agreement).	At least Eighteen Months Prior to Expiry of Existing Contract
3.	Publish Tender on e-tendering Portal, AAI Website.	Within 07 working days of RFP Approval.

- (i) Executive from the Dte of Operation or any officer appointed by the ED/RED/APD, as the case may be, will be the Bid Manager.
- (ii) **Preparation and Approval of RFP/Tender Document** on the basis of Standard RFP. RFP approving Authority will be as per DoP.
- (iii) **Constitution of Tender Opening Committee:** As per DoP provisions.

(iv) Floating of e-tender on e-tendering portal only. Same to be uploaded on AAI website. In case of Global tender, tender document shall be sent to embassies through email for wide publicity among eligible firms / agencies of their country to encourage their participation in global tender.

(v) **Opening of Technical Bids**

In case of single or nil bids, the bid submission date shall be automatically extended for 7 days or as per the e-tendering portal provisions. If again there is single or nil bids, the bid submission date shall be further automatically extended for 7 days or as per the e-tendering portal provisions. Even after extension, only single bid remains, the tender may be opened and processed after approval of RFP Approving Authority. In case no bids are received, even after extension, the Bidding process is to be cancelled and fresh bid to be invited.

(vi) **Constitution of Committee for Evaluation of Technical Bids**

The committee shall consist of at least two officials including Bid Manager. The Technical Bid Evaluation Committee will evaluate as per procedure and submit their recommendation with the comment either bidder is eligible or NOT eligible.

(vii) Opening of Financial bids of technically qualified bidders.

(viii) Evaluation and Processing of Financial Bids.

(ix) Acceptance by the Competent Authority as per provisions of DoP.

(x) Issuance of LOIA to H-1 bidder.

(xi) Acceptance of Award by the H-1 bidder.

(xii) Update the process in e-tendering portal, AIMS & Office records (overall & at every stage).

4.4.2 The following indicative schedule is to be followed for completion of the tendering process:

Nature of E-Tender	Publicity / Downloading/ Receipt of Tender	Technical Evaluation / (From the date of opening of Technical Bids)	Evaluation of Financial Bids, Decision/ Processing for award (From the date of the opening of Financial Bids)	Completion of all the formalities by the successful Tenderers (From the date of the letter of intent / award)
(1)	(2)	(3)	(4)	(5)
Global	30 days	21 days	15 days	

Open	21 days	21 days	10 days	As per RFP Conditions.
Limited	14 days	07 days	10 days	
Stop Gap/Short Term	07 days	3-5 days	03 days	07 days

Note

- *In case of exceptional circumstances with proper justification, any deviation to be considered in the above procedure has to be approved by RFP Approving Authority.*
- *In case the date of opening of tender falls on a holiday, the tender will be opened on the next working day.*

4.5 Integrity Pact & Independent External Monitor (IEM)

1. Integrity Pact, a tool developed in 1990 by Transparency International, to help government, business and civil society to fight corruption in the field of public contracting.
2. Integrity Pact should cover all concession/ license above a specified threshold value, and is implemented through a panel of Independent External Monitors (IEMs).
3. IEMs are a panel of eminent personalities of high integrity and reputation appointed by Airports Authority of India and approved by CVC to review independently and objectively, whether and to what extent parties (concessionaire/ licensee/ AAI) have complied with their obligations under Integrity Pact. List of AAI empaneled IEMs (from time to time) are available in AAI portal.
4. At present, all concession/license above an annual threshold value of Rupees two and half crores (Rs.2.50 cr.) shall have independent external monitor (IEM), under the provision of integrity pact 1990 amended till date. However, AAI may review the said threshold limit from time to time.
5. The name of the IEMs to be mentioned in the RFP document with value above threshold limit. A one-page brief of the work is to be forwarded to the IEMs by e-mail while releasing RFP and a copy of the same should be endorsed to gmpmq@aaiaero.
6. The correspondences to IEMs should be preferably through email and the RFP documents should mention name, email ID and phone numbers only.
7. RFP approving authority shall be responsible for incorporation of IP in the concession/ license.

4.6 Bid Security and Tender Processing Fees

4.6.1 The Bid Security for the tender will be accompanied as per amount stated below:

S. No.	Premium (Per Annum)	Amount (In Rupees)
1.	Up to Rs 10 Lakhs	1,00,000/-
2.	Above Rs 10 Lakhs up to Rs 50 lakhs	2,00,000/- plus 5% of the annual Premium amount above 10 lakhs
3.	Above Rs 50 Lakhs up to Rs 2.5 Crore	6,00,000/- plus 2.5% of the annual Premium amount above 50 lakhs
4.	Above Rs 2.5 Crore up to Rs 12.5 Crore	18,00,000/- plus 2.5% of the annual Premium amount above 2.5 Crore
5.	Above Rs 12.5 Crore up to Rs 25 Crore	54,00,000/- plus 2.5% of the annual Premium amount above 12.5 Crore
6.	Above Rs 25 Crore	100,00,000/- plus 2.5% of the annual Premium amount above 25 Crore

Note:

- (i) In case of Global Tender, the Bid Security shall be in currency as defined in RFP.
- (ii) The amount of Bid Security so calculated shall be rounded-off to the nearest thousand Rupees.
- (iii) Premium shall be highest annual Premium of preceding financial year among all the GH concessionaires operating at a particular airport or similar airport having aircraft movement nearest to airport into reference plus 4% annual escalation will be considered for all references.

4.6.2 Bid Security details to be recorded in the tender opening register.

4.6.3 The amount of Bid Security to be remitted through e-tendering Portal or as per procedure defined in tender document.

4.6.4 The Bid Security refund of all unsuccessful bidders to be initiated by the bid manager within 15 days from the date of opening of financial bid.

4.6.5 The Bid Security of successful bidder to be forwarded to Department of Finance within 15 days from the date of opening of financial bid for further processing as per tender conditions.

4.6.6 The entire Bid Security of the agency is to be forfeited in following circumstances, if:

- i) After last date of submission of bid, at any stage if an agency withdraws from tender process.
- ii) The agency does not complete the formalities within the stipulated date after award of license/concession.
- iii) The agency submits false document(s) in the tender and his/their bid is rejected during tender process before issue of LOIA.

4.6.7 Tender Fee of Document (Non-Refundable) plus applicable taxes:

S. No.	MRLF / MRAG	Amount (INR)
i.	Up to Rs 10 Lakhs	5,000
ii	Above Rs 10 Lakhs up to Rs 50 lakhs	10,000
iii.	Above Rs 50 Lakhs up to Rs 2.5 Crore	25,000
iv.	Above Rs 2.5 Crore up to Rs 12.5 Crore	50,000
v.	Above Rs 12.5 Crore up to Rs 25 Crore	1,00,000
vi.	Above Rs 25 Crore	5,00,000

Note:

1. Amount indicated is exclusive of all taxes and levies. The tender inviting authority shall ensure collection and remittance of taxes/levies as applicable to appropriate authorities.
2. In case AAI decides to cancel the tenders due to administrative reasons or otherwise with the approval of tender inviting Authority before opening of technical bids, tender fee of documents is to be refunded to the concerned agency.

4.7 Preparation of RFP/Tender Document

4.7.1 Draft RFP/Tender Document (**Appendix A**) and Draft Concession Agreement (**Appendix B**) is annexed with this manual.

4.7.2 Normally, no change in the terms & conditions indicated in the basic tender document set is to be made while inviting tenders. However, depending upon the nature and requirement of the concession/ license which are considered necessary, keeping in view the geographical/topographical/seasonal constraints/site conditions/upcoming terminal building expansion or modification project or commissioning of new terminal building/moderate density of traffic, the REDs/APDs can consider specifying Station specific terms or suitably reduce periodicity of contract with duly recorded justification and without altering the fundamental structure of the tender documents.

4.7.3 RFP/ Tender Documents are to be prepared by the Operations Directorate in line with the provisions of the Operations Manual for Revenue Earning Contracts/policy guidelines issued from time to time.

- 4.7.4** In order to achieve more competitive rates, provision of forward bidding should be kept for group A, B & C category of airports with the approval of RFP approving authority.
- 4.7.5** It should be ensured that the date and time of opening of financial bid is mentioned without exception in all tender documents. However, if there is delay in opening of financial bid (s), following needs to be adopted: -
- i.** If technical bid opening date is delayed due to receipt of nil/single response or due to issuance of corrigendum towards clarification etc, of tender conditions, involving extension of technical bid (s) opening date also (where technical bid (s) is not opened):
In such cases, date of opening of financial bid (s) as mentioned in the tender document may also be extended, by equivalent number of days by which technical bid (s) opening date has been extended/delayed.
 - ii.** If after opening of technical bid (s), in case at any stage it is envisaged that the date of opening of financial bid is likely to be delayed, then approval of the Tender Accepting Authority (Concerned Member shall have full powers) to be obtained within two working days in advance and inform all the bidders and change in the tender portal to be carried out.
- 4.7.6** Condition for Integrity pact/ Independent External Monitor has to be checked and the relevant document needs to be attached. (The details may be updated from time to time from Vigilance hyperlink from AAI website.)
- 4.7.7** Dates for Query/ Clarification as well as pre-bid meeting have to be updated after due deliberation with APD/RED/ED (Ops).
- 4.7.8** All the pages of tender document should be numbered, and the e-tender document should be digitally signed by the bid manager. Bid manager's contact details have to be shared as a part of tender document.
- 4.7.9** All tenderers/bidders irrespective of manual or e-tendering shall mandatorily be required to submit their official email id as part of technical bid documents.
- 4.7.10** In respect of e-tendering process and Guidelines, refer necessary instructions issued by e-tendering portal and IT department of AAI from time to time. The present guidelines are part of draft RFP/Tender document. However, subsequent changes/modifications, if any, hereafter shall be duly incorporated in the RFP.
- 4.7.11** Publicity of RFP / Expression of Interest (EOI) advertisement in the newspapers for all Tenders of any amount to be discontinued and replaced with Mandatory e-publishing of advertisement, uploading of tender notice on AAI website also will be done as per the norms. In exceptional cases, if press publicity is required the written permission shall be obtained from next higher authority but not below the level of Executive Director.
- 4.7.12** RFP approving Authority to ensure that all blank spaces in the RFP/Tender Documents

are filled in with the relevant information, before according approval to the RFP.

4.8 Evaluation of Technical and Financial Bids

4.8.1 Tenders are to be invited in the form of two bid system viz.

- (i) Technical Bid
- (ii) Financial Bid

4.8.2 If any complaint received after publication of RFP then the same will be examined in parallel without suspending/blocking the tender process. However, tender processing Authority shall take all measures to examine the complaints in most expeditious manner, preferably prior to the opening of financial bid if the content and intent of the complaint is related to terms and conditions of the RFP and AAI guidelines and practices.

4.8.3 Technical bid evaluation to be conducted by Operations Department. The detailed methodology is defined below:

4.8.3.1 In case, assistance/comments/opinion is required from Finance / Law Department with respect to various aspects of technical bid documents viz. constitution of bidder (Sole proprietorship/ Company/ LLP/ Partnership/ Consortium), meeting Turnover criteria (P&L/ Balance Sheet), Dues position, applicability of tax registrations etc., the same may be sought from Finance / Law Department with the approval of Tender Inviting Authority.

4.8.3.2 During scrutiny process, if it is observed that few documents are deficient i.e. the party has not submitted few documents as per RFP, then, with the approval of APD/RED/ED (Operations), as the case may be, copy of the said document(s) can be sought through e-tendering portal only. Additional clarification (if required) on the already submitted documents can also be sought with the approval of APD/RED/ED (Ops) as the case may be, through e-tendering portal only.

4.8.4 Evaluation of Technical Bid:

4.8.4.1 Technical Bid:

- (i) Ascertain whether the bidder has deposited Bid Security and Tender Fees as per directions given in Tender Document.
- (ii) Letter of Authorization in favor of person who has signed the bid documents on behalf of bidder (except in case of proprietorship entity where proprietor herself/ himself has to sign the bid).
- (iii) Whether the bidder has provided unconditional acceptance letter as per the proforma given in RFP/Tender document.
- (iv) Whether the bidder has given all declarations as stipulated in tender document.
- (v) Each page of all documents which are part of Technical bid and have been submitted by the bidder should be stamped and signed/digitally signed by the authorized signatory representing the bidder.
- (vi) Whether the bidder has submitted supporting documents in favor of meeting Eligibility criteria.

- (vii) Prepare a comparative statement on the basis of the technical bid evaluation. The format of Technical Evaluation Sheet of Technical bid is as per **Annexure I**.
- (viii) Ascertain constitution of bidder, meeting Turnover criteria, Dues position, any other financial documents (based upon supporting documents submitted by the bidder) establishing whether the bidder fulfills the technical eligibility criteria.
- (ix) A list of technically eligible and ineligible bidders shall be prepared by the Technical Evaluation Committee with proper justification which shall be duly approved by APD/RED/ED(Ops.), as the case may be.
- (x) Bidders who have been declared ineligible at Technical bid stage shall be informed through fastest mode of communication with proper mention of grounds on which they have been disqualified.
- (xi) Financial bids of duly qualified technical bidders shall be opened with the approval of RFP Approving Authority. Information in this respect shall be communicated to eligible bidders.

4.8.4.2 Financial Bid:

- (i) After opening of Financial bid, the comparative statement automatically generated by e-tendering portal should be downloaded.
- (ii) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
- (iii) Credentials in respect of experience of the highest/lowest emerged bidder (only if new agency) at AAI airports in Commercial tender may necessarily to be verified before award of licence/concession. Credentials of the highest/lowest emerged bidder including of all technical documents, profile of the company/tenderer, comparative statements in respect of technical/ financial documents should be enclosed along with proposal while forwarding the tenders to RHQ/CHQ, as the case may be.
- (iv) Evaluation sheet as per **Annexure II** shall be prepared and Airport Director/ RED shall recommend/approve award of concession as per DoP.
- (v) LOIA (Letter of Intent to Award) shall be issued to the successful bidder upon receipt of the decision/approval of Competent Authority at the earliest.
 - a. The terms and conditions in the LOIA should be strictly in accordance with the Notice Inviting Tenders and no change in the conditions should be made in the award letter in deviation to RFP conditions invited for a particular concession.
 - b. Copy of LOIA is to be sent to RHQ and CHQ.
 - c. Copy of LOIA to be furnished to the Finance, Electrical, Commercial, Civil, Fire Departments etc. at the airport.
 - d. At all stages of e-tendering Process, status at e-tendering Portal shall be updated without delay.
- (vi) Completion of Formalities by Successful Tenderer

- a. RED / APD / Head/In-charge of Operations at Airports have to ensure completion of formalities by successful Tenderer within time frame specified in the Tender Document prior to handing-over of sites/facilities. In the event of failure to do so, the reasons/ conditions have to be documented and have to be sent to RHQ/ CHQ for due approval. However, agreement has to be executed on receipt of Security Clearance.
 - b. Award as per terms and conditions of Tender Documents/ RFP shall be accepted by the selected bidder(s) within 10 days from the date of the letter of intent/award.
 - c. Payment of advance monthly / annual license fee (if any), as the case may be, shall be made on or before Commercial Operation Date (COD). Payment of security deposits/performance security shall be made within 45 days from the date of issuance of letter of intent to award (LOIA).
- (vii) Concession Agreement shall be prepared and executed strictly as per the draft Specimen Attached along with the tender/RFP documents. The non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty, shall be procured by the agency and the copy of the agreement shall be printed from AAI system where the specimen copy has been uploaded in the tender/RFP and then agreement shall be executed/witnessed by the concessionaire and concerned APD/RED/ED (Ops).

4.9 Complaint Handling Mechanism

Tender process for Award of concession takes lot of time and many a times such delay occurs on account of numerous complaints received during the tendering process. Majority of such complaints are dampening and limiting the tender process which in turn results in substantial delay in award of concession and revenue loss to AAI. In order to address such eventualities and expeditious award of concessions, following are to be adhered:

4.9.1 PART - A - TENDER PROTOCOL

- (i) In order to minimize complaints/grievances during the tender process, fair & transparent tendering practices must be followed.
- (ii) GOI policy on e-tender should be strictly adhered. AAI tender document shall be available on e-portal for each and every interested entity. Interested entities may purchase the tender if he/she chooses to do so.
- (iii) Tender document should be drafted in such a way that it is complete in all respect to avoid any ambiguity. Special care should be taken that there is no conflicting and vague clause in RFP.
- (iv) Preferably a pre-bid meeting should be conducted within 10 days of floating/publication of tender or as mentioned in the RFP. It can be in person or through virtual conference (VC).
- (v) Pre-bid queries should be expeditiously responded with clarity i.e. the response should explicitly cater to the query with full completeness in written format and the same should be uploaded along with the tender document on e-portal at least 5 days before Bid Due Date.

4.9.2 PART - B - COMPLAINT PROTOCOL

Usually complaints are received through letter or email mode of communication.

- (i) Complaints received during tender shall be recorded in the following manner:

Tender No. – CHQ/RHQ/Station Code – Department Code – Unique number in 2 digits.

CHQ/RHQ/Station Code may be obtained from SAP.

- (ii) Action on Anonymous/Pseudonymous complaints :

a) Complaints sent on email should contain postal address and mobile/telephone number, if any, of the sender. Complaints on email received without this information shall be treated as anonymous or pseudonymous and filed. (Refer CVC/Vigilance Manual updated 2021 Eighth Edition).

b) Anonymous/pseudonymous complaints will be settled/addressed as per CVC/Vigilance Manual updated 2021 Eighth Edition.

- (iii) It shall be promptly acknowledged under intimation to RFP/RFP Approving Authority.

- (iv) Any complaint received after opening of Technical Bid will be examined in parallel without suspending/blocking the tender process. However, tender processing authority shall take all measures to examine the complaints in most expeditious manner, preferably prior to the opening of financial bid if the content and intent of the complaint is related to terms and conditions of the RFP and AAI guidelines & practices.

- (v) (a) The record of all complaints shall be maintained as per format mentioned below:

S. No.	Date of receipt of complaint	Name & Address of complainant	Complaint Number	Brief of complaint	Action Taken Report	Remarks

- (b) REDs/APDs/ED(Ops) should review the proceeds on complaints on regular basis to conclusively close the complaint and may recommend the findings for systemic improvement, if the case is so.

- (vi) Complaints received after opening of Financial Bid will be dealt with as per AAI guidelines and practices without holding the tender process as RFP has various provisions like forfeiture of security deposit, black listing/debarring and penalty up to termination in case the bidder has misrepresented or suppressed relevant information.

- (vii) If the complaint is found to be malicious with intention to derail the tender process, Airport Director should initiate action under IPC section 182/195(i)(e) CrPC and/or to the process of debarring/blacklisting.

- (viii) The above listed guidelines/instruction shall be followed along with the compliance of terms and conditions of RFP.

4.10 Single Tender

- a. If against an open/limited/short tender only one or nil response is received, the last date of receipt of tender shall be extended by 7 days or as per provision of e-tendering portal and again if only one or nil response is received then the last date of receipt of tender shall again be extended by 7 days or as per provision of e-tendering portal.
- b. Even after extended time, if only single response is received, then it should be treated as single tender and processed for opening of technical/ financial bid and subsequent award of concession/ license in terms of relevant DoP provisions and amendments from time to time.

Against advertised/limited tender cases, AAI may have received sufficient number of bids but after analyzing the bids, ends up with only one responsive bid - a situation referred to as 'Single offer'. Such situation of 'Single offer' is to be treated as Single Tender and to be dealt as per DoP provisions.

4.11 Business Incubation Period & Gestation Period

- 4.11.1** Business Incubation period is the time after issuance of LOIA in which the concessionaire shall fulfil the contract formalities (like acceptance of the LOIA, formation of SPV (if applicable), submission of security deposit, security clearance etc.) as mentioned in LOIA/RFP. The Business incubation period will commence from the date of issue of LOIA and is defined as under as per category of the airport:

S. No.	Category of the Airport (s)	Business incubation period	
		Existing Concessionaire	New Concessionaire
1.	Group A, B & C	30 days	120 days
2.	Group D	30 days	90 days

- 4.11.2** Gestation period is the time after issuance of Security Clearance and before commencement of COD in which the concessionaire shall fulfil the contract formalities (like signing of Concession Agreement, signing of agreement for land & space, approval of tariff cap etc.) as mentioned in RFP. The gestation period will commence from the date of issue of Security Clearance as under:

S. No.	Category of the Airport (s)	Gestation Period	
		Existing Concessionaire	New Concessionaire
1.	Group A	30 days	120 days
2.	Group B, C & D	30 days	60 days

4.12 Security Deposit

4.12.1 The tenderer/agency has to deposit Security Deposit for the Concession for the first year in the form of DD/PO/RTGS/NEFT/ Bank Guarantee as appended below:

S.No.	Concession Period	Security Deposit	Mode of payment
(i)	Upto 1 years	Equivalent to three (03) months of quoted MAG.	SD if furnished in the form of Bank Guarantee*, to be issued only by Scheduled Bank having a validity period of 180 days from the date of expiry of contract or as specified in the Concession Agreement.
(ii)	More than 01-year upto 03 years	Equivalent to four (04) months of quoted MAG.	
(iii)	More than 03 years upto 05 years	Equivalent to six (06) months of quoted MAG.	
(iv)	More than 05 Years upto 07 years	Equivalent to eight (08) months of quoted MAG.	
(v)	More than 07 Years upto 10 years	Equivalent to ten (10) months of quoted MAG.	

***Bank Guarantee:** Shall mean Bank Guarantee issued from Nationalized / Scheduled commercial Banks as per Reserve Bank of India guidelines in the format as per **Annexure III**. No Bank Guarantee shall be acceptable from Co- operative Banks (even scheduled)/Societies/Payment Banks/Gramin Bank or by means of FDR. Bank charges shall be borne by the agency.

4.12.2 For the subsequent years, the amount of Security Deposit shall be calculated by considering Premium of preceding year.

4.12.3 "Security Deposit" if deposited in the form of DD/PO/RTGS/NEFT, no interest shall be payable by AAI.

4.12.4 BG should be unconditional and any claim thereunder should be payable on a simple written demand from AAI authorized official.

4.12.5 The date of expiry and claim period to be borne in mind to ensure that claim is lodged within validity of BG. Claim period shall be minimum three months after validity of BG.

4.12.6 Location of the bank and branch where the claim is to be made, should be duly noted well in advance so that the notice for invocation is served within the validity period of BG.

4.12.7 The Officer-in charge who is authorized to sign the Agreement shall, before acceptance of the Bank Guarantee, ensure the Bank guarantee so received is in conformity with the format provided in the Tender Document (RFP) and ensure that it is in order and verified from the issuing bank.

4.12.8 In case of any deviations/discrepancies found in Bank Guarantee which do not appear to have any material effect on the interests of AAI, the same can be considered for

acceptance by Officer-in Charge with the concurrence of Concerned Section of F&A Department.

- 4.12.9** Bank Guarantee should be routed by Applicant's Bank to AAI Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS), who in turn will advise AAI of the same. This will ensure authenticity of the guarantee.
- 4.12.10** The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to AAI Beneficiary Bank details must be furnished with the BG.
- 4.12.11** The custody of the Original Bank Guarantees shall be kept with the Finance Section of the AAI units while the onus of recording, monitoring, tracking, updation, extension invocation etc. will be with the Head of Operations at respective airports.
- 4.12.12** Dues of a concession can be adjusted with SD of same/other license/ concession of the same party at same/other airports after giving proper intimation to the party.
- 4.12.13** Upon completion of the license/concession period, SD is to be refunded after it is ascertained that no dues are payable by the licensee/concessionaire. In any case no interest shall be payable on SD amount.
- 4.12.14** If the concessions terminated/surrendered and the new concession/ license has not been awarded, SD will be refunded only after the concessionaire/ licensee has cleared all the dues, vacated and handed over the possession of the premises/facility to AAI in the original condition as it was given at the time of handing over. If under any circumstances he/she fails to do so, he/she shall be liable to pay to AAI, the deemed justifiable amount ascertained by AAI otherwise the amount to the extent of damage shall be adjusted from the security deposit.
- 4.12.15** If the concessions terminated and the matter of dues is in arbitration proceedings, then the SD in the form of DD/PO/RTGS/NEFT available with AAI will not be refunded. If the SD is in the form of BG then it should be en-cashed before the instrument lapses, if the party is not willing to get the BG renewed. The proceeds of the instrument are to be credited to AAI's account and shown as SD available in the books of account till the same is adjusted or refunded.
- 4.12.16** If the concession has been terminated within 50% of the concession period or the party has not served the requisite notice (depending upon the concession period) for surrender of concession after completion of 50% concession period, then the Security Deposit shall be forfeited as damage charges, as per the details below:

S. No.	If termination of concession occurs	Security deposit to be forfeited
(i)	Before 50% of contract period	75% Security Deposit
(ii)	Between 50% to 75%	50% Security Deposit
(iii)	Between 75% to 100%	25% Security Deposit

NOTE: If the concessionaire does not operate the concession up-to 50% of the contract period then the party is also liable to be debarred for ONE YEAR from the date of issuance of orders.

4.13 Formalities for Re-Invitation of Tenders

- 4.13.1** In case of re-invitation of tenders, all the formalities adopted originally should be followed. In case when the date and the time for sale and receipt of tenders is required to be extended due to unavoidable circumstances, a proper notice for the same will be put up on the e-portal.
- 4.13.2** Whenever it is decided to reject the tenders received and recall the same, the reasons for rejecting should be recorded and duly approved by the competent authority. If the notice inviting tender is required to be cancelled, such cancellation shall be done only after prior approval of the NIT approving authority. If the tenders are required to be cancelled or rejected after opening, the tenders shall be submitted to the authority competent to accept the tenders as per the delegation of financial powers for decision. If necessary, fresh notice inviting tenders shall be issued instead of restoring the cancelled tenders.
- 4.13.3** If corrigendum/notification is necessary to be issued for extending date of receipt of tender or due to relaxation in eligibility criteria, such corrigendum should be published through e-tendering portal similar to original call of tender to invite more bidders.

4.14 Short Term Tender under Stop Gap Arrangements

- 4.14.1** Under normal circumstances, no GH contract shall be awarded without call of tenders. However, for any contingency service, if the existing concession has already expired or will expire shortly and award of work through regular tender will take more time, as a stop gap arrangement, contract on the basis of short-term tender under stop gap arrangement for a period as provisioned in DoP shall be awarded.
- 4.14.2** GHS are essential for the running of the airport operations and may be termed as "Contingency Services". Airport Director are empowered to define the contingency services considering the smooth operation of the airport as well as passenger facilitation.
- 4.14.3** The award of work through short term tender mode is to be resorted to only in case of disruption of contingency services (as defined above). In this scenario Operations in-charge shall initiate a proposal for short term tender after recording detailed reasons.
- 4.14.4** RFP/ Tender Document, eligibility criteria etc. shall remain same as that in the case of regular tender. MRLF / MRAG shall be fixed at airport level with the approval of Airport Director in the range of plus / minus (+/-) 25% of preceding year premium with proper justifications. Since the award of license under stop gap arrangement is for a period as defined in DoP. Other Details, terms and conditions in respect of Bid Security and Tender Processing Fees shall be as per Para 4.6 of this Chapter.
- 4.14.5** Based on bids received, once the party is shortlisted for award, proposal shall be forwarded to competent authority to approve award of work under stop gap arrangement, as per DoP.
- 4.14.6** In case emergency situation arises, APD may provisionally award the facility finalized through Short Term Tender as above and simultaneously forward the proposal/ recommendations for the approval of competent authority as per DoP, as the case may be. Station may also simultaneously process their regular tenders / re invitation. In case, the existing agency gets the award for stop gap arrangement/ extension, a fresh agreement needs to be prepared/relevant clauses needs to be incorporated in award letter.

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Chapter 5: Procedure for selection of Service Provider for provision of Passenger Processing System (PPS)

The selection of service provider is presently done on revenue sharing model. This chapter provides standard procedures to be adopted in the bidding process.

5.1 Selection / Eligibility Criteria

The typical eligibility criteria for selection of PPS service provider should be as under:

5.1.1 Financial Capability: As per chapter 4.1.1

5.1.1.1 Turnover criteria: Minimum Gross Turnover shall be (Passenger processing fee x number of departing passenger (in the preceding month) x 12) months at AAI managed airport (s) for which tender is invited), out of which 50% turnover should be from services for which experience is claimed as per eligibility criteria defined in RFP.

5.1.1.2 Net Worth - Unless otherwise specified, (i) Net worth of the bidder should not be negative at the close of the preceding financial year and also (ii) should have not eroded by more than 30% (thirty percent) in the last three years at the close of preceding financial year excluding FY 2020-21 and FY 2021-22 due to pandemic, duly certified by Chartered Accountant/Statutory Auditor.

5.1.2 Technical Capability:

- (i) Nature of experience required- As per services required at the time of issuance of RFP.
- (ii) Minimum years of relevant experience – at least two years in last 7 years
- (iii) Minimum passenger handling capability- To be defined as per highest number of passengers handled in the preceding year at one of the AAI airport (s) for which tender is invited.
- (iv) Minimum Cumulative passenger handling capability at multiple airports- To be defined as per total number of passengers handled in the preceding year at AAI airport (s) for which tender is invited.
- (v) Total years of experience to be reckoned on the bid submission end date/bid due date.
- (vi) The experience, as claimed by the bidders should be duly supported by documents establishing the claim of the bidders.

5.2 Bid parameter – The competent Authority will fix an upper limit for service fee to be charged by the service provider. Bidders will be asked to quote their service fee (X) per departing pax below the upper limit. Bidder quoting lowest Service Fee will be the selected bidder.

For example, in the RFP published in the year 2022, the upper limit of Rs. 27 was fixed by the AAI for providing Passenger Processing System (CUTE, CUSS & BRS services) and bidders were asked to quote their service fee below Rs. 27. The selected bidder quoted the lowest service fee of Rs. 11.05 in the reverse auction and was declared as L-1.

5.3 Revenue Share of AAI- Revenue Share of AAI shall be kept as per decision of Competent Authority, which is presently fixed at Rs 24/- per departing pax.

For example, as per the work awarded to the selected bidder in the year 2022, the service provider will collect passenger processing fee of Rs. 35.05 from airlines for each departing passenger and will pay AAI Rs. 24 per departing passenger after deducting its per passenger service fee of Rs. 11.05.

5.4 Schedule and Stages of Tendering Process

5.4.1 Stages involved in tender process are:

S. No.	Pre-Tendering Activity	Timeline
1.	Preparation & Approval of RFP/Tender document (RFP and Concession Agreement)	At least 24 Months Prior to Expiry of Existing Contract (s)
2.	Publish Tender on e-tendering Portal, AAI Website and RFP publication in newspaper (if applicable)	Within 07 working days of RFP Approval.

- (i) Executive from the Dte of Operation or any officer appointed by the ED/RED/APD, as the case may be, will be the Bid Manager.
- (ii) Preparation and Approval of RFP/Tender Document on the basis of Standard RFP. RFP/RFP approving Authority will be as per DoP.
- (iii) Constitution of Tender Opening Committee: as per DoP.
- (iv) Floating of e-tender on e-tendering portal only. Same to be uploaded on AAI website. In case of Global tender, tender document shall be sent to embassies through email for wide publicity among eligible firms / agencies of their country to encourage their participation in global tender.
- (v) Opening of Technical Bids

In case of single or nil bids, the bid submission date shall be automatically extended for 7 days or as per the e-tendering portal provisions. If again there is single or nil bids, the bid submission date shall be further automatically extended for 7 days or as per the e-tendering portal provisions. Even after extension, only single bid remains, the tender may be opened and processed after approval of RFP Approving Authority. In case no bids are received, even after extension, the Bidding process is to be cancelled and fresh bid to be invited.

- (vi) Constitution of Committee for Evaluation of Technical Bids

The committee shall consist of at least two officials including Bid Manager. The Technical Bid Evaluation Committee will evaluate as per procedure and submit

their recommendation with the comment either bidder is eligible or NOT eligible.

- (vii) Opening of Financial bids of technically qualified bidders.
- (viii) Evaluation and Processing of Financial Bids.
- (ix) Acceptance by the Competent Authority as per provisions of DoP.
- (x) Issuance of LOIA to L-1 bidder.
- (xi) Acceptance of Award by the L-1 bidder.
- (xii) Update the process in e-tendering portal, AIMS & Office records (overall & at every stage).

5.4.2 Provision contained in Chapter 4, Para 4.4.2 to be followed.

5.5 Integrity Pact & Independent External Monitor (IEM)

Provision contained in Chapter 4, Para 4.5 to be followed.

5.6 Bid Security and Tender Processing Fees

5.6.1 The Bid Security for the tender will be accompanied as per amount stated below:

S. No.	Annual Passenger processing fee of preceding financial year ("X")	Amount (In Rupees)
1.	Up to Rs 10 Lakhs	1,00,000/-
2.	Above Rs 10 Lakhs up to Rs 50 lakhs	2,00,000/- plus 5% of "X "above 10 lakhs
3.	Above Rs 50 Lakhs up to Rs 2.5 Crore	6,00,000/- plus 2.5% of "X "above 50 lakhs
4.	Above Rs 2.5 Crore up to Rs 12.5 Crore	18,00,000/- plus 2.5% of "X "above 2.5 Crore
5.	Above Rs 12.5 Crore up to Rs 25 Crore	54,00,000/- plus 2.5% of "X "above 12.5 Crore
6.	Above Rs 25 Crore	100,00,000/- plus 2.5% of "X "above 25 Crore

Note:

- (i) In case of Global Tender, the Bid Security shall be in currency as defined in RFP.
- (ii) The amount of Bid Security so calculated shall be rounded-off to the nearest

thousand Rupees.

- 5.6.2** Bid Security details to be recorded in the tender opening register.
- 5.6.3** The amount of Bid Security to be remitted through e-tendering Portal or as per procedure defined in tender document.
- 5.6.4** The Bid Security refund of all unsuccessful bidders to be initiated by the bid manager within 15 days from the date of opening of financial bid.
- 5.6.5** The Bid Security of successful bidder to be forwarded to Department of Finance within 15 days from the date of opening of financial bid for further processing as per tender conditions.
- 5.6.6** The entire Bid Security of the agency is to be forfeited in following circumstances, if:
- After last date of submission of bid, at any stage if an agency withdraws from tender process.
 - The agency does not complete the formalities within the stipulated date after award of license/concession.
 - The agency submits false document(s) in the tender and his/their bid is rejected during tender process before issue of LOIA.

5.6.7 Tender Fee of Document (Non-Refundable) plus applicable taxes:

S. No.	Annual Passenger processing fee of preceding financial year	Amount (INR)
i.	Up to Rs 10 Lakhs	5,000
ii.	Above Rs 10 Lakhs up to Rs 50 lakhs	10,000
iii.	Above Rs 50 Lakhs up to Rs 2.5 Crore	25,000
iv.	Above Rs 2.5 Crore up to Rs 12.5 Crore	50,000
v.	Above Rs 12.5 Crore up to Rs 25 Crore	1,00,000
vi.	Above Rs 25 Crore up to 50 Crores	5,00,000
vii.	Above Rs 50 Crore up to 100 Crores	10,00,000
vii.	Above Rs 100 Crores	20,00,000

Note:

- Amount indicated is exclusive of all taxes and levies. The station concerned shall

ensure collection and remittance of taxes/levies as applicable to appropriate authorities.

2. In case AAI decides to cancel the tenders due to administrative reasons or otherwise, before opening of technical bids. Tender fee of documents is to be refunded to the concerned agency with the approval of tender inviting Authority.

5.7 Preparation of RFP/Tender Document

Draft RFP/Tender Document (**Appendix C**) and Draft Concession Agreement (**Appendix D**) is annexed with this manual.

Remaining provisions contained in Chapter 4, Para 4.7 to be followed.

5.8 Evaluation of Technical and Financial Bids

Provision contained in Chapter 4, Para 4.8 to be followed.

5.8.1 Evaluation of Technical Bid :

Technical Bid: Provision contained in Chapter 4, Para 4.8.4.1 to be followed.

Financial Bid: Provision contained in Chapter 4, Para 4.8.4.2 to be followed.

5.9 Complaint Handling Mechanism

Provision contained in Chapter 4, Para 4.9 to be followed.

5.10 Single Tender

Provision contained in Chapter 4, Para 4.10 to be followed.

5.11 Business Incubation Period & Gestation Period

- 5.11.1** Business Incubation period is the time after issuance of LOIA in which the concessionaire shall fulfil the contract formalities (like acceptance of the LOIA, formation of SPV (if applicable), submission of security deposit, security clearance etc.) as mentioned in LOIA/RFP. The Business incubation period will be 120 days from the date of issue of LOIA for new concessionaire and 30 days for existing concessionaire.

- 5.11.2** Gestation period is the time after issuance of Security Clearance and before commencement of COD in which the concessionaire shall fulfil the contract formalities (like signing of Concession Agreement, signing of agreement for land & space, SITC of equipment etc.) as mentioned in RFP. Suitable gestation period from the date of issue of Security Clearance may be decided as per the number of airports for which RFP is issued.

Note: In case of any reason, site is not handed over to agency by AAI, additional period may be granted by Authority on justifiable grounds.

5.12 Security Deposit

Provision contained in Chapter 4, Para 4.12 to be followed.

5.13 Formalities for Re-Invitation of Tenders

Provision contained in Chapter 4, Para 4.13 to be followed.

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Chapter 6: Concession Management

6.1 Handing Over/Taking Over of Site/Facility

- 6.1.1** Once the tender process has been completed and concession agreement has been signed with the selected bidder (s), the land & space should be allotted as per the provisions of the RFP and Concession Agreement and signing of separate agreements. Date of handing over of site should be as per timeline defined in the RFP, upon fulfillment of contract formalities by the concessionaire before the COD.
- 6.1.2** Arrangement of internal telephone connectivity/electricity/water connections/provisioning of electricity points for charging of Ground Support Equipment (GSE) etc. is to be ensured by AAI as per provisions and other terms and conditions of the concession agreement. Tariffs for all the mentioned services will be charged as per AAI notified rates.
- 6.1.3** The approval (NOC) for civil work/electric work should be processed by the concerned Department within 5 working days of submitting the plan or be returned to the concessionaire for compliance of the observations of AAI, if any.

6.2 Taking over

- 6.2.1** After the expiry of concession period, the concessionaire shall stop business and hand over the site after vacating the premises and settlement of dues within a period of maximum 07 days. The onus of clearing all the dues and vacating the premises within 07 days lies on the concessionaire.
- 6.2.2** If the agency fails to vacate the premises within 07 days of expiry of contract, double the amount of normal notified space rent of that area shall be charged from date of expiry of concession to the date of vacation.
- 6.2.3** If agency fails to vacate even after 15 days, the agency ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available SD along with outstanding dues if any.
- 6.2.4** Taking over document has to be signed after clearance of premises by the concessionaire.

6.3 Required clearances

- 6.3.1** Airport In-Charge to ensure the necessary clearance(s) from all concerned Departments viz. Planning/Arch., Engineering (Civil & Electrical), Commercial, Finance, Security, Fire, Electronics & IT etc.
- 6.3.2** Any assistance, if required with respect to clearances from Regulatory authorities for which concessionaires have to apply separately, has to be provided expeditiously by Airport Director in consultation with concerned departments.

6.4 Billing & Revenue Realization.

6.4.1 Billing

- 6.4.1.1 First time billing shall be coordinated between Operations and Finance departments to make sure all the chargeable items as per concession agreement are charged from the Concessionaire.
- 6.4.1.2 AIMS / billing module shall be updated with the billing information. It shall be checked from time to time to verify the escalations and other charges levied (as applicable).
- 6.4.1.3 Bill delivery and communication to the concessionaire shall be ensured.
- 6.4.1.4 GHAs will open Escrow Account at Major Airports (Group A, B & C Airports) for realization of revenue from Users and expenditures. Group D Airports constitutes small airports of AAI having limited traffic and revenue, thus the Ground Handling Agencies will open Exclusive bank account for each airport. Exclusive bank account will facilitate easy reconciliation and audit of the account for each airport.
- 6.4.1.5 Head of the operations at respective airport shall be responsible for billing as per agreement.

6.4.2 Revenue Realization

- 6.4.2.1 AAI shall raise bill so that payment is made by the concessionaire as per provisions of Concession Agreement.
- 6.4.2.2 In case the concessionaire fails to make the payment on due date, concessionaire shall be issued notice (as per **Annexure IV**) for clearance of outstanding dues. Even after notice, if the concessionaire still fails to clear the dues and the dues become equivalent to 50% of the security deposit amount or three months licence fee, whichever is lower, the dues along with penal interest shall be adjusted (as per **Annexure V**) from the security deposit, without grant of any extension whatsoever.
- 6.4.2.3 After the adjustment of outstanding dues and penal interest from security deposit, the concessionaire will have to recoup the shortfall in SD amount within 15 days.
- 6.4.2.4 If the concessionaire fails to recoup the security deposit amount within the stipulated time limit, then AAI will issue a notice of intent to terminate the concession (as per **Annexure VI & Annexure VII**). After expiry of notice period, if the default still persists, AAI is at liberty to terminate the concession forthwith.
- 6.4.2.5 In case of ex-concessionaire, their security deposits, if any, may be encashed and adjusted against outstanding dues. Balance amount, if any, may be recovered in consultation with Department of Law. The details of outstanding dues against the ex-concessionaire may be reported to RHQ/CHQ. This exercise to encash the deposits/invoking the Bank Guarantee may be completed and action under AAI Act, 1994 (Unauthorized Occupants) for recovery of balance outstanding dues may also be initiated.
- 6.4.2.6 In case, the outstanding dues exceeds 50% of the SD available or as envisaged in the

agreement provisions, whichever is lower, action to be initiated for encashment of BG/adjustment of SD by Airport Director against such outstanding dues. The party will immediately be asked to recoup the said SD as well as clearance of dues, if any, within 15 days failing which, process for termination of contract shall be initiated. In case the termination process is required to be initiated against existing concessionaire, fresh tender action for award of regular contract should be simultaneously initiated.

6.5 Management of Bank Guarantee

As per F. No. AAI/CHQ/Pre-Check/BG/2021 dated 10.01.2022 & subsequent amendments (**Annexure VIII**).

6.5.1 The validity of Bank Guarantees (if the tender condition provides for) shall be for the concession/ license period plus six months.

6.5.2 Bank guarantees to be accepted from a Branch of Scheduled Commercial Bank (listed by RBI) located in India. However, bank guarantee from any Co-operative bank (though a scheduled co-operative bank) will not be acceptable.

6.5.3 Refund/Adjustment of Security Deposit

- i. If the concession/ license is terminated in the normal course that is after the period has exhausted and the new concession/ license has been awarded then the SD is to be refunded after it is ascertained that no dues are payable by the party.
- ii. If the concession/ license is terminated but the new concession/ license has not been awarded and the process of extension is not yet approved, then the SD will be refunded only after the party has vacated and handed over the possession of the place/facility and also cleared the outstanding dues to AAI.
- iii. If the concession/ license is terminated and the party has not yet cleared the dues then the calculated dues by the station to be adjusted against the SD available and the balance is to be refunded.
- iv. If the concession/ license is terminated and the matter of dues are in arbitration proceedings, then the SD in form of DD/PO/RTGS/NEFT available with AAI will not be liable for refund. If the SD is in the form of BG then it will be mandatory to get the dates extended for sufficient time considering the time likely to be taken for the proceedings. If the party is not taking any action for extending the same, then the same should be encashed before the instrument lapses. The proceeds of the instrument are to be credited to AAI's account and shown as SD available in the books of account till the same is adjusted or refunded.

6.5.4 Duty, Responsibility and Competent Authority - Security Deposit

6.5.4.1 The station concerned will be the Competent Authority and would be responsible for the concession/ license management, debtors control and also the refund or adjustment of the SD.

6.5.4.2 If the SD is maintained at the station, the APD/ station in-charge will be the Competent Authority to approve/ authorize the encashment/release/

adjustment or any of other actions and authorize the concerned Operation and/ or finance department accordingly.

- 6.5.4.3 In case the SD is maintained centrally at the regional office or CHQ then the station concerned should give approval with details of the amount related to the concession/ license for the release or adjustment or both. The RED in the region and ED (Ops) at CHQ will take further necessary inputs from the other stations concerned with the concession/ license and Issue the consolidated approval for encashment/release/ adjustment or any of other actions and authorize the concerned Operations and/ or finance department accordingly.
- 6.5.4.4 If the release of Security Deposit involves payment of foreign currency, then the approval of concerned Member needs to be obtained.

6.6 Provision of Rebate

The rebate will be considered only if the same is provided in the RFP.

6.7 Temporary Extension of concession

Operations Manual for Revenue Earning Contracts enjoins upon to license the activities at the airport through regular tenders. Advance tender action is to be initiated prior to the expiry of existing concession/ license and extensions of existing licenses (save and except the provisions of Operations Manual for Revenue Earning Contracts/ DoP or any other guideline issued from time to time) are not to be permitted as far as possible.

- 6.7.1** However, in case of external factors/extreme circumstances/ situations beyond the control of Airport Director requiring extension of the concession, proactive measures and timely decisions have to be taken on valid grounds; reasons and justification have to be provided. Such cases must be submitted to competent authority for grant of extension with supporting facts and documents in advance viz. willingness letter from the concessionaire to continue the concession, no dues confirmation etc.
- 6.7.2** APD to ensure that the concession shall not continue beyond bona-fide concession period in any circumstance and such concession must be properly concluded/closed on expiry date including handing / taking over of premises/site. No bills should be raised beyond the bona-fide concession period and outstanding dues shall also be settled promptly.
- 6.7.3** Continuance of existing concession shall be permitted only if extension of concession is duly approved by Competent Authority as per Provisions in DoP, prior to expiry date of the bona-fide concession subject to clearance of dues except current month dues.
- 6.7.4** In case of expiry/cessation of existing concession, including passenger facilitation related license, or non-finalization of tender for award of license, provision under DoP thereafter for stop-gap arrangement should be activated and administered to ensure availability of such essential/operational facility.

6.8 Audit & Concessionaire Performance Management

To ensure Concession/ Concessionaire's compliance with the terms of agreement and

collect feedback from user to improve passenger convenience, Airports/ RHQ/ CHQ to conduct monitoring activities at airports as under:

- 6.8.1** Monitor terms of Concession Agreement
- 6.8.2** Third party Audit
- 6.8.3** Managing performance of concessionaire

Following is a snapshot of frequency and responsibility for the above-mentioned activities.

S.No.	Activity	Frequency	Responsibility	Remarks
1.	Monitor terms of Concession Agreement	Half yearly	Constituted Committee by APD	Officer from Ops/Finance/Commercial
2.	Third Party Audit	Annual	Airport Director	Through External agency to be appointed by APD
3.	Managing Concession performance	Annual	Constituted Committee by APD	Officer from Ops/Finance/Commercial

Detailed Standard Operating Procedure, formats, Checklist and scope under each activity is as follows:

6.8.1 Monitoring terms of Concession Agreement

- (i) Airport director to ensure monitoring activity for the terms of Concession Agreement at the airports
- (ii) Monitoring committee would consist of one (01) executive each from Commercial, Finance & Operations departments.
- (iii) The activity would be a half yearly exercise and would be conducted by committee as per above table.
- (iv) The monitoring activity to be a three (03) step process and would include following as under:

Step i. Ensure terms of Concession is consistently met

- 1) Concessionaire compliance to the Terms of RFP/Concession Agreement would be conducted.
- 2) The final report prepared also to be jointly signed by representative of concessionaire.

Step ii. Report, if any deviation from terms of the Concession Agreement

- 1) In case of deviation from the terms of concession agreement, the concessionaire to be informed for the same and given a show cause notice in the format in Annexure VI.
- 2) In case reply is not satisfactory, a penalty as deemed fit by Airport Director/RHQ/CHQ would be imposed to the concessionaire.

Step iii. Collect feedback from the airlines

- 1) Users of the services from the concessionaires to provide half yearly report duly signed by airlines and concessionaire in the format as **Annexure IX**.

6.8.2 Third Party Audit

If it is felt necessary, an independent assessment and presentation of state of affairs in operations department at airports, a third-party audit may be ordered by the Competent Authority to check the compliance of RFP, Concession agreement and provisions of this manual.

6.8.3 Performance Management

- (i) All concessionaires would be assessed for their performance related to dues payment, grievances, penalties against their non-compliance to terms of the concession agreement.
- (ii) Concessionaire with higher number of deviations from the contract would be considered low performing and given a notice for non-compliance.
- (iii) A suitable notice to the low performing concessionaire to be sent for further improvisation to improve and performance to be monitored.

6.9 Dispute/ Grievance Redressal and resolution

6.9.1 Dispute Resolution Mechanism

1. AAI Mediation Policy (**Annexure XI**) has come into effect from 15.08.2022.
2. In line with the Mediation policy, the Dispute Resolution mechanism and Arbitration clause, approved by competent authority, to be replaced in all future contracts be as under:

Dispute Resolution Clause

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

- (i) Through Mediation: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

- (ii) Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
- a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
 - b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed with Annexure XI.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

3. For the purpose of the above 'Initial Statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal under clause 2 ii (a) & (b) of the Dispute Resolution Clause.
4. Dispute Resolution Committee(s)/DRB shall stand replaced by Mediation Mechanism as stipulated in the policy for all future contracts from effective date of effectiveness of this Manual.
5. For disputes arising out of existing agreements pending before DRC/DRB or Arbitration Tribunal or the Courts, either of the party may come forward and explore the possibilities of Mediation as per AAI Mediation Policy by submitting request as per format attached.

6.10 Termination of Concession

Refer respective draft Concession Agreement Clauses for termination of Passenger Processing System & Ground Handling Services.

6.11 Process for forfeiture of Bid Security & Debarring

6.11.1 In case of breach of terms of concession, i.e. non-compliance to terms and conditions of the RFP/Concession Agreement and/or non-adherence to the laws of the land, minimum seven (07) days preliminary notice is to be issued to concessionaire seeking clarifications and rectifying the non-compliance.

However, in case of non-compliance of preliminary notice by the concessionaire, a show cause notice to be issued, the reply to which has to be submitted by the concessionaire within 10 working days from the issue of show case notice.

If warranted, the concession may be terminated by the Competent Authority on recommendation of RAC/OAC and necessary action may also be taken to debar the agency from future participation.

6.11.2 The following circumstances/conditions shall form the basis for debarment of an agency:

- (i) In case after opening of the technical bid and before opening of the financial bid, if any agency withdraws from tender process, the Bid Security of the party shall be forfeited.
- (ii) However, after opening of financial bid, being selected bidder(s) in the tender if the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities within the prescribed period, Bid Security shall be forfeited.
- (iii) If the concessionaires terminate the concession without serving the requisite notice of 180 days, its security deposit is liable to be forfeited/adjusted as per para 4.12.16 of Chapter 4.
- (iv) If any concession is terminated due to fraud, providing wrong information, or misrepresentation of the facts in the tender.
- (v) In case if any concession is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
- (vi) The Concessionaire directly or indirectly, undertakes or performs either itself or through agency, sub-contract, sub- concession or otherwise, any activity other than activities provided for/ envisaged under the Concession Agreement.

- (vii) If the Concessionaire uses the Facility Site for any activity other than provisioning of Concession granted as stipulated in the Agreement, without prior written consent of the Authority.

The agency is liable to be debarred for a period of one year in case (i), (ii) and (iii) and in the case of (iv), (vi) & (vii) the debarment period shall be for a period of two years.

6.11.3 Steps to be taken for debarring an Agency:

1. In the first instance, a show cause notice shall be issued by the concerned Airport Director / RHQ / CHQ for violation of breach of concession/ license in respect of circumstances/conditions as mentioned above, as the case may be. A time frame i.e. 10 days from the issue of show case notice should be indicated for replying to the show cause notice.
2. On receipt of the reply or after time period to reply is over, as the case may be, concerned station / RHQ / CHQ will process the case with all facts and supporting documents and place the same before APD/RED/ED(Ops) Chq. for consideration/deliberation.
3. The APD/RED/ED(Ops) will examine and verify the facts and recommend the course of action for the consideration of RAC / OAC. The tender accepting authority as per DoP shall give its decision on the recommendation of RAC / OAC as the case may be, for debarment.
4. Once the approval is received, a communication shall be sent to the delinquent agency for debarment outlining the breaches mentioning the period of debarment and description of concessions/ licenses etc. PAN of the agency should also be mentioned in the debarment order. A general notice is to be issued and circulated to all the Airports, Regional Offices and also pasted on the notice boards / uploaded on AAI website for wide publicity. [Link: AAI website Tenders Restraint on Issue of tender for AAI works] (format for the debarment is in **Annexure XII**).
5. The agency will be intimated about the debarring by Airport/ RHQ/ CHQ, as the case may be.
6. The complete process should be done within a maximum period of 60 days from the date of show cause notice.
7. The debarred agency may make an appeal to the next higher authority against the debarment who after deliberation will give its decision.
8. An opportunity may be given for a personal hearing to the delinquent agency to place its submission before the appellate authority (one step above tender accepting authority). However, Chairman shall have full powers.
9. After the personal hearing or consideration of the written appeal as the case may be, the appellate authority shall record her/his decision to continue with debarment or otherwise.

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Chapter 7 : Debtors Management

For effective concession management, at all stages there should be seamless flow of information between Department of Operations and Department of Finance, which shall be responsibility of Airport Director and in charges of Operations & Finance departments. The concessionaire shall make all the payments online.

7.1 Dues Monitoring

- 7.1.1 Department of Finance is to intimate the details about the payment performance including confirmation about the timely payment and position of outstanding dues (Detailed breakup with interest on delayed payment clearly indicated), if any, of each concessionaire to Department of Operations regularly and as & when felt necessary.
- 7.1.2 Department of Operations will maintain close monitoring of outstanding dues for each concessionaire, compare it with security deposit amount, issue reminder letters, notice for clearance of outstanding dues, initiate encashment of security deposit and termination if required.

7.2 Issuance of Outstanding Dues Certificate:

The guidelines with reference to issuance of Outstanding Dues Certificates (ODC) relating to Revenue Earning Concessions are as follows: -

- 7.2.1 The existing / past concessionaires of AAI intending to participate in response to RFP/tenders should have 'NIL' undisputed outstanding dues in respect of all the units of AAI (where the participating tenderer is operating revenue earning concessions or had operated revenue earning concessions) as on the scheduled date of submission of RFP/tender document as per the following criteria.

S. No.	Month of submission of RFQ/RFP/Tenders	No Dues Certificate required to be submitted along with RFQ/RFP/Tenders
1	April	For the period upto 31 st December (preceding one)
2	May	For the period upto 31 st March (preceding one)
3	June	For the period upto 31 st March (preceding one)
4	July	For the period upto 31 st March (preceding one)

5	August	For the period upto 30 th June (preceding one)
6	September	For the period upto 30 th June (preceding one)
7	October	For the period upto 30 th June (preceding one)
8	November	For the period upto 30 th September (preceding one)
9	December	For the period upto 30 th September (preceding one)
10	January	For the period upto 30 th September (preceding one)
11	February	For the period upto 31 st December (preceding one)
12	March	For the period upto 31 st December (preceding one)

Note: Timelines as amended from time to time.

7.2.2 **Quarterly re-conciliation:**

- (i) A quarterly reconciliation (between AAI and concessionaires) of agency-wise accounts of concessions operating at a particular airport is to be carried out by 15th April, 15th July, 15th October and 15th January of every quarter up to the previous quarter i.e. Jan – March, April – June, July – September and October – December or as defined in the Concession Agreement or as decided by Airport Director for better monitoring.
- (ii) The verified and reconciled accounts statement has to be signed by the concessionaire for acceptance.
- (iii) AAI to issue jointly reconciled quarterly statement of accounts latest by 20th (April/July/October/January) for the respective quarter which should be communicated to agencies through e-mail and could be used by them as 'Nil' outstanding dues certificate in case they have cleared all dues payable to AAI at respective airport.

7.2.3 In case the quarterly re-conciliation statement indicates outstanding dues against a particular agency who intends to participate in the tender, the agency shall have to pay

the said dues pertaining to the previous quarter and specifically apply for 'Nil' outstanding dues certificate(s) and specific ODC shall be issued to the particular agency indicating that they have cleared the outstanding dues pertaining to the previous quarter and have 'No Dues' payable to AAI.

- 7.2.4 In case, the agency submits a proof of payment of outstanding dues at the time of tender submission along with outstanding dues statement, this would entitle the agency of meeting the requirement of having 'Nil' outstanding dues.
- 7.2.5 Accordingly, at the time of submission of tenders, the bidders shall have the liberty to submit any one of the following documents to claim 'NIL' outstanding dues:

'NIL' outstanding dues certificate issued by AAI

OR

Jointly reconciled quarterly statement of accounts showing 'NIL' outstanding

OR

Jointly reconciled quarterly statement of accounts showing outstanding amount along with **proof of payment of such outstanding dues made by the bidder (s)**.

- 7.2.6 During the intervening period i.e. after the submission of tender and before finalization of award, if any amount is found as outstanding against the H-1 emerged bidder, the bidder shall clear such dues (undisputed ones) before award of the concession. For this purpose, all the bidders shall submit an undertaking along with tenders, that in case the bidder emerges as H-1, it shall clear all such dues before the award of concession.
- 7.2.7 In addition to above duly validated ODC, the participating bidder has also to ensure that valid Security Deposit as per the terms & conditions of the existing concession is also available with AAI and is reflected in the ODC.

Note: RHQ shall compile the reconciliation statement at the regions for ready reference.

- 7.2.8 A standardized proforma for issuance of ODC in respect of concessions is enclosed as **Annexure- XIII**.
- 7.2.9 The disputed amounts which are referred for Dispute Resolution/Arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing concession) equivalent to 50% of the value of the disputed amount. The period of this Security Deposit of disputed dues under arbitration shall be minimum 2 years from the date of DRC/Arbitration and further renewable.
- 7.2.10 In the event of specific Order/judgment from a Judicial Court / Arbitral Tribunal staying/withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.
- 7.2.11 The ODC will refer to the application of the agency and will be addressed to the agency by AAI and should be duly signed / sent from the official e-mail of the authorized signatory of AAI who has been assigned the said task by the respective Airport Director.

7.2.12 Standard Operating Procedure (SOP) for issuance of ODC:

Activity	Action
i. Specific request letter / e-mail to be received from the agency along with duly signed statement of AAI's account in the Books of Agency. (This condition to be indicated in RFP/Tender documents).	The request letter / e-mail of the agency for reconciliation of dues to be forwarded by Department of Operations to Department of Finance within 02 working days along with an intimation to the agency.
ii. In case of agency/agencies operating at multiple airports, separate requests addressed to the designated Operations officers at the concerned airport are to be made in the form of request letter/e-mail.	The Finance department to confirm the dues and intimate to Department of Operations within a period of 03 working days. The designated officer in the Department of Operations to inform the agency within 02 working days requesting it to clear such dues within 03 working days.
iii. The overall responsibility to ensure issuance of ODC within the specified time-limit shall rest with Airport Director since the same involves coordination between the agency and Departments of Operations and Finance.	In case, there are no dues, the ODC in the prescribed proforma to be prepared by Department of Finance and forwarded to the designated officer in the Department of Operations within 05 working days from the receipt of such request from Department of Operations for its issuance to the agency. The designated officer in Department of Operations to ensure issuance of validated ODC to the agency within a period of 10 working days from the date of receipt of original request.

7.3 Factoring Services

- (i) To hire the services of factoring agencies to ensure effective & efficient debtors management leading to strengthening of liquidity position, short term solvency aspect and higher debtors turnover ratio, APDs are empowered to hire the services of factoring agencies through call of quotation and L-1 should be awarded the concession/ license.
- (ii) The annual ceiling on account of such expenses should be kept not exceeding 1% of monthly billing amount.
- (iii) Further, detailed SOP and terms and conditions towards such services may be deliberated separately and subsequently.

Chapter 8: Management Information Systems (MIS)

- 8.1** MIS system helps management in short/long term planning, target setting and controlling functions.
- 8.2** All airports should be covered under AIMS (Airport Information Management System) module which will be providing information pertaining to various interfaces like Operations/Commercial/Legal/Finance etc. and needs to be updated by the concerned departments on monthly basis.
- 8.3** AIMS module shall have the capability to generate MIS reports as per requirement at various levels and desired formats.
- 8.4** Officials at the station should update all the data on AIMS module pertaining to Operations department on a regular basis of all the actions taken and as per provisions of data entry.
- 8.5** RHQ should be responsible for Data validation and analysis so that the data is usable as per the requirement (based on the information updated).
- 8.6** There shall be seamless information sharing between AIMS system and ERP(SAP) data system of AAI so that real time information in respect of outstanding dues, current status of Security deposit and its mode (BG/Cash) for each Concession is reflected on the AIMS system also.
- 8.7** Prior to that, relevant data shall be furnished by concessionaires (especially the ones with revenue sharing model) in the format requested by AAI. Operations department shall conduct random audits to check the authenticity of data. Any inconsistencies/violation of terms and conditions shall be penalized.
- 8.8** Any other additional field or data point as required at all airports has to be reviewed by CHQ and informed to AIMS solution provider to upgrade accordingly.
- 8.9** Refer **Annexure XIV** for Comprehensive list of Parameters in MIS.
- 8.10** User manual for Revenue Earning Contracts module of AIMS is downloadable from AIMS portal.

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Chapter 9: Audit & Vigilance (Efficiency cum Performance Audit)

9.1 Audit

Within AAI Operations Dte, four audits will be conducted for assessing the efficiency and effectiveness of the directorate by following agencies:

- i. **Government Audit**, conducted by Comptroller & Auditor General (CAG) of India.
- ii. **Internal Audit**, conducted by internal audit team and chartered accountant appointed by AAI.
- iii. **Safety audit of airside activities conducted by DGCA**
- iv. **Audit & Concessionaire Performance assessment, conducted** by AAI Operation Dte.

9.1.1 Government Audit

- (i) This audit is conducted by Comptroller & Auditor General of India to assess the efficiency and effectiveness of the Operations Dte.
- (ii) The audit shall be conducted at CHQ, RHQ and Station.
- (iii) The overall process of CAG audit reports creation is completed in four (04) stages as below:
 - a. Audit in Operations Dte.
 - b. Creation of half-Margin
 - c. Observation Generation
 - d. Audit Para Generation
- (iv) Audit process involves visiting the Operations Directorate and auditing the activities, processes and compliance and non-compliance.
- (v) Once the audit is complete, the auditor shall make the list of observations based on the audit
- (vi) Operations in-charge shall offer comments with supporting documents/files or part of a file to counter the observation in the audit.
- (vii) An attempt should be made by the Operations team to provide justification, documents to the auditor's observation at the time of observation.
- (viii) In case of disagreement or total compromise in the auditor's opinion on the observation between Operations team and auditor's team, the justification/supporting documents must be recorded in the file by the Operations Dte.
- (ix) The report so generated by the auditor team is called "**half-margin**".

- (x) Sincere effort by the Operations team is required to clarify the observation in case of any inconsistencies at the "half-margin" stage.
- (xi) Once half-margin report is submitted, list of observation would be generated called "**Observation report**".
- (xii) The file recorded with clarifications/justification/documents shall convey that Operations team has provided clarifications / justification / documents while the observation was recorded by the auditor.
- (xiii) Operations in-charge shall ensure that the observations are clarified and supporting documents are provided at the observation stage. After the observation, no further justification or clarifications would be accepted.
- (xiv) Further, in case the observation is not clarified at observation stage, it will form part of the "**Audit Para**" and will be shared with CAG and finally form part of their report to Parliamentary Standing Committee.
- (xv) APD shall be the responsible authority at Airport, RED at RHQ and ED – Operations for operational related matters in CHQ for Government Audit and Vigilance.

9.1.2 Internal Audit

Internal Audit to be an independent appraisal activity, conducted by Internal Audit department with support from appointed chartered accountant for the review of accounting, financial and performance (economy, efficiency and effectiveness) of the Operations department. It helps the organization accomplish its vision, mission and objectives by bringing a systematic, disciplined approach to evaluate and improve the efficiency and effectiveness of the organization:

- (i) For an effective and timely completion of audit conducted by internal audit team, it shall be imperative to be compliant with the guidelines outlined in the Operations Manual for Revenue Earning Contracts.
- (ii) Under the Comptroller and Auditor General (C&AG) of India Act 1971, the scope and extent of "Internal Audit" is determined by the C&AG and is an annual activity. The date of commencement of internal audit for Operations to be communicated by internal audit department of the Authority.
- (iii) Operations team at Airports, RHQ and CHQ to ensure that all the required documents for the audit is up to date and complied with the directions of the Operations Manual for Revenue Earning Contracts.
- (iv) Operations In-charge is responsible for providing the clarifications/ justifications/ supporting documents for the audit observation at operational activities at airport, RHQ and CHQ.

9.1.3 Safety audit of airside activities conducted by DGCA

In order to regulate the airside activities and to reduce the ground incidents for safe operation of aircrafts, DGCA will conduct the Safety audit of airside activities quarterly at airports as per the check list circulated by DGCA vide letter dated 09.10.2019. (Check list enclosed at **Annexure XV**)

9.1.4 Audit & Concessionaire performance management:

To ensure compliance to the terms of concession agreement, Operations directorate would periodically conduct audit and concessionaire performance management of the concession. Detailed guideline for the audit and performance management for concessionaire shall be as per Para **6.8** of the Operations Manual for Revenue Earning Contracts.

9.2 Vigilance

Vigilance Directorate in AAI aims at creating a corruption-free environment, transparent bidding process, high level integrity and conducive for high-level performance by each individual towards achieving AAI's Mission and Vision. The guidelines to ensure a corruption-free environment for high-level performance by individuals of Operations directorate are as under:

9.2.1 During bidding process: RFP conditions must be framed in such a way that all bidders are given equal, transparent & fair opportunity.

- (i) The eligibility/ pre-qualification, evaluation criteria, whatever AAI operations adopt, shall be made explicit at the time of inviting bids.
- (ii) Terms and Conditions of a concession should be framed in such a way that there is maximum participation and no agency get advantage above others.
- (iii) Ensure that the bidders are not connected to each other. Conflict of interest clause be properly incorporated in the RFP.
- (iv) Agencies don't violate the conditions of the RFP by creating rights over the shareholdings for transfer of shares in favor of one of the directors of the agency or otherwise.
- (v) There shall be provision of exit clause in the agreement.
- (vi) The acceptance/ rejection of any bid should not be arbitrary but on justified grounds as per laid out specifications, evaluation/exclusion criteria.
- (vii) Appointment of Independent External Monitors by AAI to all commercial tenders with Minimum Annual Guarantee (MAG) of more than Rs. 2.5 Crores.

9.2.2 Procurement and appointment of consulting and other services shall be as per the "Manual for Procurement of consultancy & other services 2022". The hyperlink for the manual is below:

https://doe.gov.in/sites/default/files/Manual%20for%20Procurement%20of%20Consultancy%20%26%20Other%20Services_0.pdf

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Chapter 10: Miscellaneous

10.1 Additional Business Incubation Period & Gestation Period

Granting of additional Business Incubation Period & Gestation Period due to delay in getting Security Clearance from BCAS or any other reasons beyond the control of the concessionaire / service provider.

- 10.1.1** At times, the proposals are received for additional Business Incubation Period & Gestation Period over and above the specified in the RFP document for the approval of the Competent Authority.
- 10.1.2** There may be certain situations where commencement of business before or on expiry of Business Incubation Period & Gestation Period could not be achieved by the concessionaire because of factors beyond the concessionaire’s control such as non-receipt of BCAS clearance in spite of timely application, delay in timely provision of essential utility/services like electric load, water supply, etc. by AAI which may be a pre-requisite for setting up the offices/equipment and commencing the operations, etc.
- 10.1.3** Grant of additional period for getting Security Clearance from BCAS will be considered under exceptional circumstances by the Competent Authority as defined below, if the same is appropriate, justified and premised on the documentary/supporting documents with explicit recommendations of the APD as well as concerned RED.
- 10.1.4** Competent authority for granting additional Business Incubation Period & Gestation Period:

S. No.	Additional Business Incubation Period & Gestation Period	Approving Authority
1.	Additional Business Incubation Period over and above the period specified in the RFP.	Concerned Airport Director
2.	Additional Gestation Period over and above the period specified in the RFP.	Regional Executive Director will be competent for Grade II, III & IV Airports and for Grade I Airports, concerned Airport Director will be the competent authority.

10.2 Constitution and Roles and Responsibilities of OAB/OAC/ RAC

Constitution and roles and responsibilities of Operational Advisory Board / Operational Advisory Committee / Regional Advisory Committee shall be as per DoP.

10.3 Regional Connectivity Scheme (RCS)

In order to promote Regional Connectivity Scheme, the Revenue Share of AAI for providing Ground Handling Services will be 'zero' till the period operating flights are covered under the Regional Connectivity Scheme and will be revised to the applicable rates in respective categories in case the flights are no longer covered under RCS.

10.4 Execution of Agreement

10.4.1 After execution of concession agreement, certified true copy should be given to the concessionaire.

10.4.2 The agreement will consist of following documents duly signed by both the parties:

- (i) RFP and Concession Document
- (ii) Corrigendum/Addendum to RFP, if any
- (iii) Bid documents submitted by the successful bidder
- (iv) Copy of LOIA
- (v) Acceptance letter of LOIA received from the concessionaire
- (vi) Handing over taking over note
- (vii) Operational readiness
- (viii) Duly executed Concession Agreement along with all annexures
- (ix) Copy of Bank Guarantee for Security Deposit/Performance Security
- (x) Proof of payment towards advance Minimum Monthly Guarantee (MMG)
- (xi) Duly executed Integrity Pact, if applicable

10.4.3 Agreement Signing Authority, prior to signing of agreement, must ensure that the agreement is complete in all respects and all the blank spaces are filled with the relevant information.

Tender action for Group A & B Airports will be initiated from the Office of APD and for Group C & D Airports from the RHQs. Agreement Signing Authority will be respective Airport Directors.

10.4.4 Standard Operating Procedure for handling Non-scheduled flight operators (NSOPs)

The NSOPs while submitting the flight plan to respective Airport Director, shall indicate the name of the Ground Handling Agency, the Ground Handling Service charges to

be paid and account details of GHAs. Airport Directors shall ensure that the Ground Handling Charges are paid by the NSOPs to Ground Handling Agencies through online mode through RTGS/Card Swapping Machine etc. to avoid any cash transactions. To maintain transparency, no cash transaction between Airline Operator/NSOP and Ground Handling Agencies will be permitted.

The Ground Handling Agencies shall provide the account details of the bank in which the Ground Handling Charges would be paid by the Airline Operator. Airport Directors shall seek the details of bank account to verify from time to time the payments received from NSOPs by the GHAs on account of Ground Handling services at respective airports.

APDs to authorize the officers at airports for coordinating with NSOPs. Prior to giving necessary clearances, should be aware of SOPs and AAI Ground Handling Regulations, 2018.

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Annexure I: Technical Evaluation Sheet

**AIRPORTS AUTHORITY OF INDIA
.....AIRPORT**

Evaluation of bids for Concession for _____

Tech. bid Opened on _____

TO BE PREPARED BY TENDER EVALUATION COMMITTEE

No.	Description of Item	Clause Reference per RFP	Document submission	Bidder (Name)	Bidder (Name)
a)	Address				
b)	Authorized Representative's Name				
c)	Authorized Representative's Address				
d)	Authorized Representative's Contact Details				

GENERAL/ENTITY

1.	Tender Fee				
2.	The Bidder shall pay bid security in the form as specified in RFP. Letter of Understanding from the Depositor to be submitted along with Bank Guarantee as per Part-II of Annexure Bid due date- BG expiry date-				
3.	Acceptance Letter from the bidder/lead member of the consortium				
4.	The Bidder may be a single entity (which may be a natural person, private entity, government-owned entity etc.) or a group of at maximum of two/three entities (the "Consortium"), coming together to implement the Project (s). Details of bidder, including all the members of the consortium has to be shared separately as per Annexure-3.				

5.	A Bidder with foreign ownership of 50% (fifty per cent) or more of its paid-up capital shall be disqualified to bid at Civil Enclaves or joint user defence airfields				
6.	No Bidder shall be a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier				
7.	Outstanding dues for the period upto _____ in respect of all the units of AAI.				
8.	Conflict of Interest (as per relevant clause of RFP)				
9.	Any entity which has been blacklisted/ barred by the Authority or the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.				
10.	A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, expelled from any project, terminated by any public entity for breach, malfeasance, any willful default or patent breach, any fraud, deceit or misrepresentation, any rescinding or abandoning of contract, etc.				
11.	A copy of the RFP and the Concession Agreement with each page initialed by the authorized person				
12.	Pre-contract integrity pact by the bidder/lead member of the consortium as per appendix 7				

13.	Submission checklist by the bidder/lead member of the consortium as per Appendix 8				
14.	Declarations as per Appendices.... by all the members on their respective letterheads				
15.	All the Bidder (s) is required to submit the following documents in the technical bid: Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.				
16.	Bidder/ Lead member of the consortium is required to submit the following documents in the technical bid: Self-attested copies of the PAN card, GST registration of Bidder/Lead Member.				
17.	Undertaking by all members with information on contracts with AAI as per Appendix....				
18.	Undertaking for Make in India Bidder and MSME Bidder on Bidder letterhead along with certificate from statutory auditor on the letterhead of the Statutory Auditor (if applicable)				
19.	Undertaking with respect to the orders issues by the Ministry of Finance on 23 rd July 2020 and 24 th July 2020 or amended time to time on restrictions on procurement from a Bidder of a country which shares land border with India on letterhead of Bidder				
FINANCIAL CAPABILITY					
1.	Unless otherwise specified, (i) Net worth of the bidder should not be negative at the close of the preceding financial year and also (ii) should have not eroded by more than 30% (thirty				

	<p>percent) in the last three years at the close of preceding financial year excluding FY 2020-21 and FY 2021-22 due to pandemic, duly certified by Chartered Accountant/Statutory Auditor.</p> <p>The Turnover & Net Worth of the company should be considered in any one of the last three (03) financial years from the date of publication of RFP excluding FY 2020-21 and FY 2021-22 due to pandemic. The annual turnover will be Rs. _ _ _ _ _</p>				
2.	Duly audited balance sheet and profit and loss account of the 3 preceding Accounting Years/ financial years (____, ____ & ____) as applicable.				
TECHNICAL CAPABILITY					
1.	Experience – As per relevant clause of RFP.				
2.	Annexure....- Certificate from Statutory Auditor/ Company Secretary regarding affiliate, if applicable by the bidder/ all members of the consortium				
3.	Appendix....- Statement of Legal capacity as per the format on the letterhead of the Bidder/ Lead Member of Consortium				
4.	Appendix ...- Power of Attorney for signing the Bid as per the format by the bidder/lead member of the consortium				
5.	Appendix...- In case of consortium, members of the Consortium shall nominate one member as the lead member (" Lead Member "). The nomination(s) shall be supported by a power of attorney, as per the format at Appendix ..., signed by all the other Members of the Consortium.				

6.	Extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing the Power of Attorney for the delegation of power hereunder on behalf of the Bidder (to be submitted wherever required)				
7.	Appendix.... – Joint Bidding Agreement				
8.	Documents of incorporation duly notarized by all the members				
9.	Any other document required (as per RFP provisions)				
TO BE TAKEN DURING SHORTFALL SUBMISSIONS					
1.	Undertaking regarding the conflict of interest and foreign ownership (Not applicable in case of Reverse / Forward bidding)				
	Recommendation of the technical evaluation committee (Eligible or NOT eligible)				

To be signed by Technical Evaluation Committee members

Annexure II: Evaluation Sheet

.....AIRPORT

EVALUATION SHEET TO BE PREPARED BY DEPARTMENT OF OPERATIONS AT CHQ/RHQ/AIRPORT

1	Name of Concession	
2	Period of Concession	
3	E-Bid/Tender No.	
4	RFP Approving Authority	
5	Date of RFP Approval	
6	Name of existing concessionaire (s)	
7	Present Annual Revenue from existing concessionaire (s), if available	
8	The date of intimation to embassies in case of Global Bid.	
9	Date of publication on e-tendering portal and AAI website	
10	Tender Fee	
11	Bid Security	
12	No. of Tender/Bids	
	(a) Sold	
	(b) Received	
	(c) Opened	
	(d) Technical Bid	
	(e) Financial Bid	
13	Tender/Bid:	

	(a) Technical Bid stipulated date	
	(b) Technical bid actually opened	
	(c) Financial Bid stipulated date	
	(d) Financial bid actually opened	
	(e) Tender Valid up to	
	f) Whether 1 st /2 nd call	

14. Details of Tenders received/Financial bids:

S. No.	Name of Agencies	Amount Quoted	Rating	Performance, in case of existing / ex-concessionaire (Satisfactory / Unsatisfactory)

15. Name(s) of the technically disqualified tenderers if any, with reasons in brief,

16. Highest valid offer(s) recommended for acceptance: (Name(s) of the selected bidder(s))

17. Selected Bidder(s) quoted Amount Rs. _____

18. Complaints received (if any) regarding tender process, if so how dealt:

19. Competent Authority to decide the award:

20. Recommendation of Operations Department:

21. Financial Concurrence by Finance Department: _____

22. Approval of Competent Authority: _____

**Annexure III: Format of Bank Guarantee for
Performance Security**

**(To be executed on Non-Judicial Stamp Paper of Rs.100/- or as applicable
State Rules by the selected bidder)**

WHEREAS by a Concession Agreement/Award letter dated _____ made between (or issued by) AIRPORTS AUTHORITY OF INDIA, (hereinafter called "the AUTHORITY") of the one part and _____ (hereinafter referred to as "the Concessionaire") of the other part, the Authority has granted to the Concessionaire _____ the _____ Concession for _____ at _____ Airport, _____ (Name of City) and the Revenue Share (in case of Passenger Processing Services)/Minimum Annual Guarantee or Premium (in case of Ground Handling Services) and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Concession Agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the Concessionaire we, _____ (Name of Bank) _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Concessionaire, any sums of money at any time or from time to time demanded by the Authority on account of the Revenue Share (in case of Passenger Processing Services)/Minimum Annual Guarantee or Premium (in case of Ground Handling Services) and other outstanding dues/charges due from the Concessionaire (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Concessionaire of any of the terms or conditions of the said Concession Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Concessionaire may have against the Authority or any dispute raised by the Concessionaire or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Concession Agreement without any consent or knowledge of the Concessionaire.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said Concession Agreement made between the Authority and the Concessionaire and/or any act of omission on part of AAI or any indulgence to the Concessionaire by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Concession Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of (Name of the Bank) or that of the Concessionaire or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of Rs _____ during the currency of the Concession and six (6) months thereafter.
- ii. This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto one hundred eighty (180) days from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank
Name
Dated :
Place:

Witnesse I:

Witnesse II:

Annexure IV: Outstanding Dues Notice

**AIRPORTS AUTHORITY OF INDIA
.....AIRPORT**

File No.

Date:

**Subject: Concession for.....
SH – Notice for Payment of Outstanding Dues.**

Ref: Concession Agreement No.....

Sir,

As you are aware, in terms of Clause No_____of the Concession Agreement dated__ signed and executed between M/s__and AAI in respect of the above mentioned concession for a period between_____to_____, concessionaire is liable to pay the amount of MMG/Revenue Share/ license fee etc. in advance by ___(date as per Concession Agreement) day of every calendar months. However, it is observed that an amount of Rs..... is outstanding against you as on(date)..... due to non-payment of MMG/Revenue Share/ license fee/electricity charges/telephone bills/Misc. charges etc. The details are given below:

- | | |
|-----------------------------------|------------|
| i. MMG/Revenue share /License Fee | : Rs _____ |
| ii. Space rent | : Rs _____ |
| iii. Electricity/Water Charges | : Rs _____ |
| iv. Telephone Charges | : Rs _____ |
| v. Misc. charges | : Rs _____ |
| vi. Interest on delayed payment | : Rs _____ |
| vii. GST/Taxes | : Rs _____ |

2. You are requested to arrange the payment of aforesaid dues together with interest on delayed payment @ __% (as applicable) per annum (i.e. an amount mentioned at column_____above) within 15 days of the issuance of this letter, failing which the entire amount of outstanding dues shall be adjusted from your Security Deposits/Performance Security available with us, without any further reference to you.

In addition, AAI shall be constraint to take further action as deemed fit including termination of license if situation so warranted.

Please acknowledge receipt.

Thanking you,

Yours faithfully,

()

*NOTE: * This can be suitably filled as per terms & conditions of Agreement*

Annexure V: Adjustment of Outstanding dues

**AIRPORTS AUTHORITY OF INDIA
.....AIRPORT**

File No.

Date:

**Subject: Concession for.....
SH – Adjustment of Outstanding Dues.**

Ref: Concession Agreement No.....

Sir,

Please refer to this office letter No. _____ dated _____
regarding payment of outstanding dues.

2. As you have failed to make payment of outstanding dues within the time stipulated in the above letter, we have encashed your Security Deposit/Performance Security and adjusted an amount of Rs _____ against the outstanding dues as on _____.
3. After adjustments as above the balance amount of Security Deposit/ Performance Security has reduced to Rs _____.
4. Therefore, you are requested to recoup the Security Deposit / Performance Security amount as per conditions of Concession within _____ days of issue of this letter, failing which necessary action to terminate the concession in terms of agreement shall be initiated, without any further reference to you.

Thanking you,

Yours faithfully

()

NOTE: This can be suitably amended as per requirement.

Annexure VI: Sample for Show Cause Notice

**AIRPORTS AUTHORITY OF INDIA
.....AIRPORT**

File No.

Date:

Subject: Concession for.....

SH – Show Cause Notice on account of non-compliance to terms of the Concession Agreement.

Ref: Concession Agreement No.....

Sir,

It is observed that Clause No _____ of the terms of the Concession Agreement dated _____, has been violated and is found to be non-compliant. The particulars of non-compliance is/ are under:

i)

ii)

2. Therefore, you are hereby called upon for your explanation within __days from the date of receipt of this notice that why appropriate actions cannot be initiated against the non-compliance.

Please acknowledge receipt.

Thanking you,

Yours faithfully,
()

NOTE: This can be suitably amended as per requirement.

Annexure VII: Termination of Contract

**AIRPORTS AUTHORITY OF INDIA
.....AIRPORT**

File No.

Date:

**Subject: Concession for.....
SH – Termination of contract on account of non-payment of dues.**

Ref: Concession Agreement No.....

Sir,

It may please be recalled that vide this office letter No _____ dated _____, you were given an opportunity to pay the outstanding dues of Rs _____. Since the dues were not paid, the amount was adjusted from your Security Deposit/ Performance Security and vide letter No _____ dated _____, you were required to recoup the amount of Security Deposit/ Performance Security to the level of Rs _____ as per terms and condition of agreements.

2. Now that, you have failed to recoup the Security Deposit/ Performance Security amount as per the requirement of Clause No__ of the agreement, it is constrained to terminate your concession by giving ____ (days) notice in terms of Clause No _____ of the Agreement.

3. You are therefore, requested to vacate the premises and hand over the space on or before..... This will be without prejudice to our rights to take legal action as deemed appropriate.

4. Please acknowledge receipt.

Thanking you,

Yours faithfully,

()

Annexure VIII: SOP for Handling Bank Guarantees



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

F.No. AAI/CHQ/Pre-Check/BG/2021

Dated: 10.01.2022

The Regional Executive Director,
Airports Authority of India
NR/WR/ER/SR/NER
Delhi/Mumbai/Kolkata/Chennai/Guwahati

The Executive Director
RCDU/FIU

The Airport Director
Kolkata/Chennai Airport

The Director
Indian Aviation Academy
New Delhi

The Principal CATC,
Prayagraj

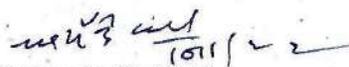
The General Manager
CRSD/E&M Workshop
New Delhi

Subject: Revised SOP for Handling Bank Guarantees – reg.

Reference is made to the Circular No. AAI/CHQ/Fin./BG/2018/1751 dated 22.11.2018 regarding SOP for handling Bank Guarantees (BGs) and User Manual for monitoring of BGs through SAP system.

2. During concurrent audit for FY 2020-21, the Auditors have made some observations regarding handling of BGs with reference to the above SOP and SAP User Manual dated 22.11.2018 and suggested some corrective actions on the same.

3. Accordingly, SOP for handling BGs has been revised and enclosed at **Annexure-I**. It may be ensured that the action be taken as per SOP and BGs may be monitored and updated in SAP immediately.


(Dharmendra Bhojwani)
Executive Director (Finance)

Copy for necessary action to:

- All HoDs at CHQ
- All GM(Fin.) at CHQ
- GM(Fin.)-NR/SR/ER/WR/NER/Chennai Airport/Kolkata Airport
- DGM(Fin.)-SAP

Copy for information to:

- OSD to Chairman
- ES to Member (Planning)/ Member (Ops)/ Member (Fin.)/Member (HR)/ Member(ANS)

ANNEXURE-I

**AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF FINANCE & ACCOUNTS**

SOP FOR HANDLING BANK GUARANTEES: BG 02/2021

SOP for handling BGs was circulated vide this Office Order No. AAI/CHQ/Fin./BG/2018/1751 dated 22.11.2018. The SOP has been revised in light of the observations given by Audit Committee in its recent meeting held on 04.10.2021.

1.0 Objectives: Primary objective of the SOP is to track and monitor bank guarantees issued by banks on behalf of various vendors and customers that are in force at any point of time, wherein AAI is the beneficiary, and to ensure that BGs are used as effective instrument to secure AAI's interest under the respective contracts.

2.0 Key aspects to be noted by User Departments:

2.1 BG should be unconditional and claims should be payable against simple written demand from authorized official.

2.2 It should be ensured that Date of validity of BG and Claim Period are as per Contract terms and claims are lodged within the validity period of BG.

2.3 Address/Location of BG issuing Bank/Branch where claim is to be made shall be noted well in advance to enable invocation, if required within the validity period of BG.

2.4 Officer authorized to sign the agreement, before acceptance of the BG shall ensure that BG submitted by the agency, is in conformity with format provided in Tender document and is in order.

2.5 User Department should ensure that the correct Unique Identifier Code of the respective Airport/Region provided by ICICI Bank is reflecting in the SFMS message of the BG issuing bank.

2.6 At the time of issuance of BG, the agency should provide complete details of AAI Bank (ICICI Bank) account where proceeds of the BG are required to be credited, if required.

2.7 BG should be routed by Applicant's BG issuing Bank to AAI Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS) who in turn will advise AAI of the same to ensure authenticity of BG.

2.8 Details of SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by contractor/concessionaire/supplier's bank to AAI's beneficiary bank.

2.9 Detailed SOP on SFMS has already been issued by CHQ on 29.6.2021 (**copy enclosed for reference**). It may be ensured that the provision is incorporated in tender documents by User Directorates.

3.0 Process:

3.1 Receipt of BG

3.1.1 User Department inviting tenders at the time of receipt of physical BG shall check that the amount, tenor and the text are as per agreed contract terms in line with tender documents/ RFQ/RFP. It shall also properly scrutinize to ensure that the original BG with all relevant pages on the stamp paper as applicable are available.

3.1.2 BG submitted by the bidders should be valid for the period stipulated in the contract agreement.

3.1.3 User Department shall enter/update records of original BGs with particulars of underlying contract in SAP and will also upload scanned copy of BG in SAP. Thereafter submit original BG to Pre-check/Bank/Cash section at CHQ/RHQ/SAUs for safe custody in safe locker against proper written acknowledgement with a copy to concerned bill processing section in

Handwritten signature/initials
10/1

Finance (in case of vendors/suppliers). BGs pertaining to non-SAUs shall be in the custody of concerned RAUs

3.1.4 Before accepting the physical BG documents for safe custody, concerned finance official should ensure that SAP details match with the BG document submitted by the concerned User departments. If any discrepancy is observed, the same to be returned immediately for correcting the SAP details.

3.2 Confirmation of BG

3.2.1 AAI has made arrangement for verification of BGs through SFMS on PAN India basis. Concerned User Departments shall ensure that relevant clauses are incorporated in Tender documents to enable operation of SFMS as advised in the SOP issued by CHQ on 29.6.2021. The concerned HODs at CHQ/REDS/APDs shall ensure that action as per SOP is taken and auto confirmation is received in the dedicated email IDs allocated to all the paying units. In respect of BGs pertaining to contracts prior to implementation of SFMS, the custodian of BG may do needful for manual confirmation of BG document directly from issuing/controlling bank branch.

3.3 Discharge of BG

3.3.1 For release of BG as per terms of contract agreement, User departments to submit request for release of BG with approval of competent authority to concerned Finance section who will review the request and submit to the custodian (Pre-check/cash/bank) section

3.3.2 The custodian will release the original BG to User department and will confirm the release to the concerned section in Finance.

3.3.3 User department shall obtain written acknowledgement w.r.t. BG returned from vendors/customers and update/upload the same in SAP for future reference.

3.4 Tracking of BG

3.4.1 Finance department shall maintain/update the data of BG in SAP and track the database and intimate the User department regarding BGs maturing over the next three months on a rolling basis -

3.4.2 User Department shall intimate concerned section in Finance regarding renewal, enhancement or invocation of BG as the case may be, at least one month in advance before expiry of the validity of the BG for needful action on the same

3.4.3 Concerned section in Finance shall review the BGs every month and follow up on the SAP triggered mails on those BGs which are slated to expire within a period of next two months for timely action by User departments. However, the responsibility for timely renewal/update action lies with the User Department.

3.5 Disposal of BG

3.5.1 In case of expiry of contract, User Department shall review and confirm whether any claim is to be made against the BG or whether BG is to be released. Note for release of BG with approval of competent authority shall be submitted by User Department to Finance Department to release the original BG duly discharged and handed over to User Department against written acknowledgement

3.5.2 In case of invocation, the decision either to invoke in full or in part shall be taken by User department well in advance before the expiry date and submitted to Finance at least one month in advance so as to allow sufficient time for submission of invocation claim to issuing bank. On getting the intimation, Finance shall issue invocation letter duly signed by authorized signatories and ensure that the same reaches BG issuing bank under acknowledgement before claim expiry date. Finance section will also follow up for settlement of claim expeditiously and on receipt of BG amount, shall inform User department and take action for accounting of proceeds in consultation with User department. In case of default by vendors/customers to comply with contractual terms and it is intended that BG be invoked, the User Department shall inform the agency to

that effect in writing well in advance linking with the agreement clauses and ensuring that action for invoking the BG is taken well in time before expiry of its validity period.

3.5.3 Draft template for invocation of BG is as per Annexure II.

3.6 Renewal/Extension of BG

3.6.1 In case of renewal of contract, vendor/customer may either submit an amendment to the BG for extension of validity period, amount, etc. or may submit a fresh BG for the required amount. All precautions and steps applicable to receipt of new BG shall be taken with regard to amendment too so as to protect AAI's interest

3.7 Expired BG

3.7.1 As far as possible instructions for disposal of BGs should be made available by User department to Finance well in advance of the expiry date of BGs. However, the custodian of BGs shall periodically review BGs and follow up on the mails triggered by SAP on expiry of BG documents in the next 60 days with the User department on a monthly rolling basis. In case of no response from User department and BG gets expired, original BG document should be returned to the User department for disposal/further necessary action as per the terms of the contract. Custodian of the BGs also shall follow up with User Department for ensuring updating of SAP records accordingly

4.0 RESPONSIBILITY

4.1 Responsibility matrix

Sl. No.	Description of activity	Responsibility
1	Ensuring the format of BG is as per Tender Document/RFQ/RFP requirement	User department
2	Collection of BG from vendor/Customer within the agreed timeline and submission to Pre-Check/Treasury/Cash/Bank section	User department
3	Updating of BG Database	User department
4	Confirmation of BG from Bank	Finance Department/SFMS
5	Safe Custody	Finance
6	MIS on BG	Finance
7	Follow-up with Vendor/Customer before expiry date	User department

5.0. SAP SOP for Handling Bank Guarantees

5.1 In order to have a systematic control over keeping record of receipt, confirmation & custody of BGs in SAP-ERP, BG module has been implemented which has the following salient features:

- a. Process for capturing details of each BG with complete Audit trail.
- b. Roles & Responsibilities of each department involved shall be predefined.
- c. Alerts for monitoring by management are configured.
- d. Extensions of BG cross referenced to original BG & complete extension history is available.
- e. Notification is being triggered in advance to various departments for Expiring BG's.
- f. Inbuilt checks for tracking confirmations for BG authentications.
- g. Facility to upload scanned copy of original BG with subsequent extensions.
- h. Register of all BG's received from Vendors/Customers for incorporation of all details shall be available.
- i. Details of BG's invoked, expired & closed during a defined period shall also be available.

- 3 -

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10/1

5.1.1 Though User Departments would update the BG details in SAP before forwarding the same to Finance, verification/editing authorizations shall also be given to Finance in Charges at SAU level, Officer authorized by GM(F) at Region (DGM(F) at RAU SAP) and GM(F) Pre-check/Revenue at CHQ level so that any discrepancy in physical and SAP data can be rectified immediately in coordination with User Departments .

5.1.2 Certain authorizations like changing status of BG which is being managed centrally by CHQ SAP Core Team would be delegated to the officers mentioned in the para 5.1.1 above to expedite rectification actions without any delay in updating the records.

5.2 An alert for expiring BG's highlighted in Red color is being initiated by FI team at least 60 days in advance with fortnightly reminders (Till Disposed/Renewed) which is being emailed to concerned directorate Head. SAP triggers are enabled to mail reminders to concerned units' mail IDs instead of personal mail IDs. However, if any personal mail ID is mapped, concerned HODs at CHQ/ RED/ APDs/ may take action for updating the same and ensure that updated mail IDs are mapped for receiving the alerts.

6.0. This Standard Operating Procedure will supersede all the earlier guidelines on the issue. The same shall be applicable with effect from the date of issue in respect of all the departments and all Airports/Regions on PAN India basis.



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

F.No.AAI/CHQ/Pre-check/BG Verification/2020-21

Dated: 29.06.2021

To

The Regional Executive Director,
Airports Authority of India
Northern/Western/Eastern/Southern/NE Region
New Delhi/Mumbai/Kolkata/Chennai/Guwahati

The Executive Director,
Airports Authority of India,
RCDU/FIU/CRSD/E&M
Workshop
New Delhi.

Airport Director,
Airports Authority of India
Kolkata/Chennai Airport

The Principal,
Civil Aviation Training College
Bamrauli,
Allahabad

Sub: SOP for BG Verification through SFMS of ICICI Bank.

AAI has made arrangement for Verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System(SFMS) of ICICI bank. The system will operate on pan india basis. For making the verification system operational at AAI Regions/Metro Airports and SAUs under respective regions the following procedure is to be implemented with immediate effect.

1. The following bank details need to be incorporated in the tender document so that the prospective successful bidder may submit BG(PBG/BG-SD/FBG) in accordance with the bank details.

CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA
BANK NAME : ICICI BANK
IFSC CODE : ICIC0000007
BG ADVISING MESSAGE : IFN 760COV (BG ISSUE)
IFN 767COV (BG AMENDMENT)
*UNIQUE IDENTIFIER CODE : Specific code for each unit as per Annexure-I
to be mentioned in field 7037 of the BG
advising message code.

* Please note that only unique identifier code will change depending on the AAI unit calling the tender.

2. While submitting the documents to BG issuing bank, the vendor/customer/concessionaire will also submit letter to the issuing bank as per

4

---2---

the format mentioned in the **Annexure-II**. Annexure-II will also form part of the tender document.

- 3 Based on the above inputs from the vendor/customer/concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units (Refer **Annexure-I**). The designated email ids will be managed by the finance department at respective units. The one-time login pw is **Authority@123**. The same may please be changed after first login.
4. While accepting the Original BG document from the vendor/customer/concessionaire, the respective department should ensure that the vendor attaches copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

This issues with the approval of Member (Finance).


(S. Radhakrishnan)
General Manager (Finance)

Copy Enclosed

Distribution:

- DGM (ES) to Chairman
- DGMS (ES) to Member (Planning)/Member(ANS)/Member(Finance)/ Member (HR)/ Member (Ops)
- ED (Fin) -II
- All HODs at CHQ/Operational Office/AAI Office Complex *with a request to include details/documents mentioned in para 1 & 2 in Tender documents.*

ANNEXURE - I

Advisory: For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message – IFN 760COV/ IFN 767COV via SFMS
 IFSC CODE: ICIC0000007
 Corporate Name- Airport Authority of India

<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>
7037	<unique identifier> (LIST ATTACHED)

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

S No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	Corporate Headquarters	pmctech@aaiaero.gov.in	AAICORHQ
2	RHQ-NR	bdv.rhqnr@aaiaero.gov.in	AAIRHQNR
3	JAMMU	bdv.jammu@aaiaero.gov.in	AAIJAMMU
4	SRINAGAR	bdv.srinagar@aaiaero.gov.in	AAISRNAGAR
5	AMRITSAR	bdv.amritsar@aaiaero.gov.in	AAIAMRITSAR
6	CHANDIGARH	bdv.chandigarh@aaiaero.gov.in	AAICHANDIGHAR
7	JAIPUR	bdv.jaipur@aaiaero.gov.in	AAIJAIPUR
8	JODHPUR	bdv.jodhpur@aaiaero.gov.in	AAIJODHPUR
9	UDAIPUR	bdv.udainpur@aaiaero.gov.in	AAIUDAIPUR
10	KHAJURAO	bdv.khajurao@aaiaero.gov.in	AAIKHAJURAO
11	CATC ALLAHABAD	bdv.catc@aaiaero.gov.in	AAICATC

②

12	SAFDARJUNG AIRPORT	bdpr safdarjungdelhi.aero	AAISAFDARJUNG
13	VARANASI	bdpr varanasi.aero	AAIVARANASI
14	DEHRADUN	bdpr dehradun.aero	AAIDEHRADUN
15	RHQ-WR	bdpr raijkot.aero	AAIRHQWR
16	INDORE	bdpr indore.aero	AAIINDORE
17	BHOPAL	bdpr bhopal.aero	AAIBHOPAL
18	RAJKOT	bdpr rajkot.aero	AAIRAJKOT
19	VADODRA	bdpr vadodra.aero	AAIVADODRA
20	SURAT	bdpr surat.aero	AAISURAT
21	AURANGABAD	bdpr aurangabad.aero	AAIAURANGABAD
22	JUHU	bdpr juhu.aero	AAIJUHU
23	NAGPUR	bdpr nagpur.aero	AAINAGPUR
24	PUNE	bdpr pune.aero	AAIPUNE
25	GOA	bdpr goa.aero	AAIGOA
26	AHMEDABAD	bdpr ahmedabad.aero	AAIAHMEDABAD
27	RHQ-ER	bdpr raijkot.aero	AAIRHQER
28	GAYA	bdpr gaya.aero	AAIGAYA
29	PATNA	bdpr patna.aero	AAIPATNA
30	RANCHI	bdpr ranchi.aero	AAIRANCHI
31	BHUBNESHWAR	bdpr bhubneshwar.aero	AAIBHUBNESHWAR
32	RAIPUR	bdpr raipur.aero	AAIRAIPUR
33	PORTBLAIR	bdpr portblair.aero	AAIPORTBLAIR
34	BAGDOGRA	bdpr bagdogra.aero	AAIBAGDOGRA
35	PAKYONG-SIKKIM	bdpr pakyong.aero	AAIPAKYONG
36	RHQ-SR	bdpr raijkot.aero	AAIRHQ-SR
37	CALICUT	bdpr calicut.aero	AAICALICUT
38	TRIVANDRUM	bdpr trivandrum.aero	AAITRIVANDRUM
39	COCHIN-CIAL	bdpr cochin.aero	AAICOCHIN
40	COIMBATORE	bdpr coimbatore.aero	AAICOIMBATORE
41	MADURAI	bdpr madurai.aero	AAIMADURAI
42	TIRUCHIRAPALLI	bdpr tiruchirapalli.aero	AAITRUCHIRAPALLI
43	HYDERABAD	bdpr hyderabad.aero	AAIHYDERABAD
44	TRIPUTI	bdpr tripati.aero	AAITRIPATI
45	VIJYAVADA	bdpr vijayavada.aero	AAIMIJYAVADA
46	VISAKHAPATNAM	bdpr visakhapatnam.aero	AAIVISAKHAPATNAM
47	BANGALORE	bdpr bangalore.aero	AAIBANGALORE
48	MANGALURU	bdpr mangaluru.aero	AAIMANGALURU
49	RHQ-NER	bdpr raijkot.aero	AAIRHONER
50	AGARTALA	bdpr agartala.aero	AAIAGARTALA
51	DIMAPUR	bdpr dimapur.aero	AAIDIMAPUR
52	DIBRUGARH	bdpr dibrugarh.aero	AAIDIBRUGARH

53	SILCHAR	bqv.silchar@aaai.aero	AAISILCHAR
54	IMPHAL	bqv.imphal@aaai.aero	AAIIMPHAL
55	GUWAHATI	bqv.guwahati@aaai.aero	AAIGUWAHATI
56	KOLKATA AIRPORT	bqv.kolkata@aaai.aero	AAIKOLKATA
57	CHENNAI AIRPORT	bqv.chennai@aaai.aero	AAICHENNAI
58	CHENNAI PROJECT	bqv.chennaiproj@aaai.aero	AAICHENNAI PROJECT
59	RAU-SAP	bqv.rausap@aaai.aero	AAIRSAUSAP

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Annexure II

Request Letter: Transmission of Bank Guarantee Cover Message (to be submitted
by applicant to BG issuing bank)

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where
beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier _____ in
field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG
amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-
ICIC00(0007).

Thanking You,

(Vendor/Customer/Concessionaire)



ANNEXURE-II

PROFORMA FOR INVOCATION OF BANK GUARANTEE IN INR

Date:

The Chief/ Branch Manager, *

**Subject : Invocation of Bank Guarantee No.....dated.....for
Rs..... Valid upto.....**

Dear Sir,

AAI hereby notify to immediately encash the following Bank Guarantee and its extension thereof issued by your bank in favour of Airports Authority of India (AAI) on account of M/s..... towards Contract No..... dated..... awarded by AAI.

Bank Guarantee No.	Bank Guarantee Date	Bank Guarantee Amount (INR)	Validity Period	Sl. No. of Letter

The Original Bank letter with Sl. No..... along with the Original Bank Guarantee and extension thereof areis enclosed for encashment.

The proceeds of Rs..... be credited to the AAI current account as per details given below :

Beneficiary Account Name : Airports Authority of India
Bank Name :
Branch :
Branch Code :
Bank Account No.
IFSC Code
SWIFT Code

Kindly acknowledge receipt of this letter.

Please treat this matter as Most Urgent.

Thanking You,

Yours faithfully,

For and on behalf of
Airports Authority of India

*To be addressed to Branch of Bank issuing B.G.
CC: Bank's Head Office

PROFORMA FOR INVOCATION OF BANK GUARANTEE (IN FOREIGN CURRENCY)

Date:

The Chief/ Branch Manager, *

Subject : Invocation of Bank Guarantee No.....dated.....for
..... Valid up to.....

Dear Sir,

AAI hereby notify to immediately encash the following Bank Guarantee and its extension thereof issued by your bank in favour of Airports Authority of India (AAI) on account of M/s..... towards Contract No..... dated..... awarded by AAI.

Bank Guarantee No.	Bank Guarantee Date	Bank Guarantee Amount (IN USD/SGD/CAD/EURO/GBP ETC.)	Validity Period	Sl. No. of Letter

The Original Bank letter with Sl. No..... along with the Original Bank Guarantee and extension thereof is enclosed for encashment.

The encashment proceeds of the bank guarantee may be credited in USD to the AAI EEFC BANK ACCOUNT as per details given below :

Beneficiary Account Name : **Airports Authority of India**

Beneficiary Bank Name :

Branch :

Branch Code :

Bank Account No.

IFSC Code

Nostro bank details of the Beneficiary bank

SWIFT Code:

Correspondence Bank Name:

Correspondent Account Number:

Kindly acknowledge receipt of this letter.

Please treat this matter as Most Urgent.

Thanking You.

Yours faithfully,

For and on behalf of
Airports Authority of India

*To be addressed to Branch of Bank issuing B.G.

CC. Bank's Head Office

Annexure IX: Airlines Feedback (Half-Yearly)

**AIRPORTS AUTHORITY OF INDIA
.....AIRPORT**

ASSESSMENT OF THE COMPLIANCE TO KEY TERMS OF GROUND HANDLING CONCESSION

NAME OF AIRLINE:

NAME OF GHA:

S. No.	Key Compliance Parameters	Compliance (Yes/No)	Remarks
1	Compliance to availability of standard equipment as per agreement.		
2	Whether sufficient number of equipment and manpower available to handle fights for on time performance?		
3	Whether Staff is wearing uniform of appropriate quality, complying with safety requirements i.e. safety shoes, safety jackets and rain coat etc.?		
4	Whether complying to Security Manual and regulations of the Regulators and AAI?		
5	Whether complying to Airside Safety Regulation?		
6	Whether complying to updating the Airport Collaborative Decision Making (ACDM) System with necessary information (if applicable) ?		
7	Whether complying to Staff deployment at AOCC with AAI's requirements (if applicable) ?		
8	Whether complying to Safety and Security training requirements as defined by the Regulator (s) and AAI?		
9	Whether complying to Airfield/Apron driving training standards as defined by the Regulator (s) and AAI?		
10	Whether complying to implementation of Safety Management System (SMS), Security Management System (SeMS) and Quality Management System. The Concessionaire shall as part of its SMS, SeMS and service quality shall		

	include a hazard identification and risk management process.		
11	Whether complying to time spent by a passenger as per standard queueing time for check-in?		
12	Whether complying to quality of the wheelchairs as per standards?		
13	Whether complying to response time for PRMs & UNMs?		
14	Whether complying to processing time (waiting + transaction) taken for Property Irregularity Report (PIR) at arrival mishandled baggage counter?		
15	Whether complying to dispatch of On-Hand (OHD) bags to the respective airline's head office?		
16	Whether complying to transfer of baggage to the relevant connecting aircraft with zero mishandling?		
17	Whether complying to delivery time of baggage at the conveyor belt as per standards or defined by the respective Airport Directors?		
18	Whether complying to incident reporting?		

(Airlines authorized signatory)

NOTE: This can be suitably amended as per requirement.

Annexure X: Handing /Taking Over Note

- 1. Concession/License name :
- 2. Name of Licensee :
- 3. Award Letter No & Date :
- 4. Agreed date of signing of Agreement :
- 5. Particulars of payment of (i) advance :
MMG/Revenue Share/License Fee;
(ii) Security Deposit/Performance
Security
- 6. Particulars of site as demarcated on :
Aerodrome grid map/building map
and measured
- 7. Date of Handing/Taking over of site :
Area and location of site handed-
- 8. over :

Certify that:

Signature of HOD Commercial
Handing Over

Signature of
Licensee _____

Name _____

Name _____

Designation _____
(With seal)

Designation _____
(With seal)

Witness: 1) _____
2) _____

NOTE: This can be suitably amended as per requirement.

Annexure XI: AAI Mediation Policy 2022



**AIRPORTS AUTHORITY OF INDIA
MEDIATION POLICY
2022**



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

संजीव कुमार, भा. प्र. से.

SANJEEV KUMAR, IAS

अध्यक्ष

Chairman

दूरभाष / Phone : 011-24632930

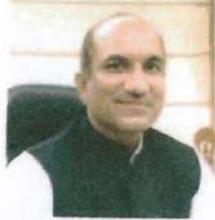
: 011-24622796

फैक्स / Fax : 011-20818201

ई-मेल / E-mail : chairman@aai.aero



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आजादी का
अमृत महोत्सव



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

राजीव गांधी भवन,

Rajiv Gandhi Bhawan,

सफ़दरजंग हवाई अड्डा, नई दिल्ली-110 003

Safdarjung Airport, New Delhi-110 003

PREFACE

Joseph Grynbaum, a renowned Mediator has rightly observed that "An ounce of mediation is worth a pound of arbitration and a ton of litigation".

Mediation, as the word suggests, is a process where a neutral person/ group of persons use specialized communication and negotiation techniques in order to facilitate the parties in resolving their disputes. Mediation can also be understood as a settlement process whereby disputing parties arrive at a mutually acceptable agreement.

And since the agreement is mutually accepted, the element of consent acts as the wind beneath the wings of resolution of the dispute, thereby, granting the much needed enforceability.

Mediation, as an Alternate Dispute Resolution (ADR) mechanism offers various benefits to the parties involved, ranging from having more control over the outcome of the proceedings, saving of time and money, avoidance of unnecessary litigation to preservation of relationships. Mediation facilitates a win-win situation between the parties and serves as the most appropriate remedy for neutral, private and speedy resolution of disputes.

COVID-19 pandemic has led to the realisation that agreements can go unperformed without any fault of either party, making it vital for an organization like AAI to adapt to new methods of dispute resolution. With the basic purpose of resolving disputes amicably, AAI has decided to frame its own Mediation Policy.

Government of India is moving towards introducing the Mediation Bill making mediation as a compulsory method of dispute resolution. AAI synchronising itself with the thought process of the Government has introduced the present policy of Mediation.

AAI aims to encourage its stake holders to take recourse through mediation for resolving disputes instead of resorting to the traditional, time consuming and expensive litigation procedures so that mutually agreeable solutions can be arrived in a timely and cost-effective manner.

It is my pleasure to introduce the AAI Mediation Policy with the expectation that it would set new precedents in the field of Alternative Dispute Resolution and improve 'ease of doing business' with AAI.

Thank you. Jai Hind!

Sanjeev Kumar
(Sanjeev Kumar)

AIRPORTS AUTHORITY OF INDIA MEDIATION POLICY

Airports Authority of India (AAI) has framed this policy to promote and facilitate mediation for resolution of disputes, on a fast track mode, arising out of its various agreements executed with its concessionaires/contractors and other stake holders.

By framing this policy, AAI has emphasised for a cost effective and speedy resolution of the disputes which arose or may arise in future while performing contractual obligations of AAI and its other stake holders, concessionaires and contractors. The nomenclature of the entities/parties is illustrative but not exhaustive.

Through this policy, efforts have been made to get the disputes resolved through the independent Mediators while maintaining the impartiality and faith of the parties and to encourage to adopt the recourse of this policy instead of approaching various courts which is not only economical but also time saving.

[A] APPLICABILITY

This policy is applicable to all dispute(s)/difference(s)/issue(s) between/amongst the Parties arising under/out of/in connection with AAI agreements with its concessionaires/contractor and other stakeholders, unless, specifically excluded.

This policy shall come into effect from 15th August, 2022.

[B] REFERENCE TO MEDIATION

All disputes, at the first instance, as and when raised by any of the parties shall be referred to mediation to be conducted by Mediation Committee of Independent Experts (MCIE) in accordance with this policy before resorting to arbitration or any proceeding before court or tribunal. Either party not inclined to mediate may choose to submit their withdrawal from Mediation in the first sitting of MCIE.

For agreements having no mediation clause, parties can consent to mediate instead of resorting to Dispute Resolution Committee/Board by giving their consent as per Annexure-I. The consent of parties to refer the disputes to MCIE shall form part of the agreement already signed with AAI from the date of consent of such party(ies).

Reference of Dispute shall be made through Online Dispute Resolution Portal of AAI.

[C] DEFINITIONS:

- (a) **Contract Management Committee:** Committee constituted at Corporate Headquarters, Regional Headquarter level and at airports consisting of officer from User department, Finance department and Law department.
- (b) **Failure Report:** Report prepared and signed after failure of mediation.
- (c) **MCIE:** means Mediation Committee of Independent Experts constituted under Clause-2.
- (d) **Mediation:** Mediation shall be a process, whether referred to by the expression mediation, pre-litigation mediation, online mediation or an expression of similar import,

whereby party or parties, request a third person referred to as mediator(s) / Mediation Committee of Independent Experts (MCIE) to assist them in their attempt to reach an amicable settlement of a dispute.

(e) **Nodal officer:** Official responsible for management, monitoring and upgradation of Online Dispute Resolution Portal of AAI.

(f) **Partial Success of Mediation:** When one or more than one but not all disputes are settled between the parties upon reference to MCIE.

(g) **Reference** means transfer of request for mediation received through Online Dispute Resolution Portal for mediation to MCIE or individual Mediator.

(h) **Settlement Agreement:** Agreement reached between the parties after completion of mediation. It includes agreement signed on partial success of mediation. Model format is attached as Annexure- 5.

[D] STANDARD OPERATING PROCEDURE (SOP)

- 1.1 Upon receipt of request through Online Portal for reference of dispute to MCIE by either party, whether AAI or Concessionaire/Contractor/ Stakeholder, as the case may be, Nodal Officer shall within 03 working days send the request to the concerned Contract Management Committee (CMC).
- 1.2 CMC shall obtain and examine the correspondence/ documents of the parties relating to the disputes, preferably within 30 days, hold discussion with the parties and crystalize the issues; prepare the agenda containing the gist on each dispute; schedule the Mediation Seating of MCIE by circulating the meeting notice and the agenda after obtaining the necessary approvals of the appropriate authorities. All appropriate authorities shall accord priority to such approvals which are expected to be accorded within 05 working days along with deputing an authorized representative on behalf of AAI. Similarly, the opposite party shall also provide details of their authorized representative who would be presenting the issue before the MCIE duly supported by their resolution or authorization as the case may be.
- 1.3 Both parties & MCIE shall meet on the date fixed, discuss the agenda and explore the possibilities of settlement. MCIE is expected to meet in short intervals to complete the mediation within the period of 120 days.
- 1.4 The mediation may be successful or partially successful or may fail, whatever be the outcome, the MCIE with the assistance of CMC will issue the Minutes after each meeting, clearly indicating the outcome/conclusions of each meeting and along with the reasons of the final/concluding meeting.
- 1.5 In the event of mediation being successful, the Contract Management Committee shall prepare the Settlement Agreement for approval of the competent authority as per DoP (Delegation of Power).
- 1.6 Mediation fee and other expenses as per Annexure-2 to be shared equally by both the parties
- 1.7 Parties and participants in the mediation shall keep confidential the following matters relating to the mediation proceedings, namely:

- (i) acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
- (ii) acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
- (iii) documents prepared solely for the conduct of mediation or in relation thereto.

This clause shall not be applicable to execution, implementation and enforcement of the Settlement Agreement.

- 1.7.1 No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants including the mediator, whether conducted in person or online to ensure confidentiality of the conduct of mediation proceedings.
- 1.7.2 No party to the mediation or any third party shall in any proceeding before a court or tribunal including arbitral tribunal, rely on or introduce as evidence any information or communication set forth in Clause 1.7 (i) to (iii) above, including any information in electronic form, or verbal communication in any court or tribunal including any quasi-judicial authority.
- 1.7.3 The Mediator may disclose general information concerning the matters that have been subject of mediation without disclosing the specific details as mentioned in Clause 1.7.
- 1.8 All the submissions made by the party recorded in the minutes of mediation proceeding shall be duly signed by MCIE and the parties. Formal pleadings to be avoided to the extent possible except acknowledgments of notices, opinion and expert advices issued and obtained by the MCIE and /or Contract Management Committee.
- 1.8.1 As far as possible, mediation be attended by the Authorized representative of the parties who are capable of giving and accepting offers and acceptance.
- 1.8.2. The arguing counsels shall not be permitted to present the matter before the MCIE unless so specifically permitted by MCIE.
- 1.8.3. Authorized representatives, presenting on behalf of AAI shall be guided by the internal guidelines issued in this regard from time to time.

2. PANEL OF MEDIATORS FOR CONSTITUTING THE MEDIATION COMMITTEE OF INDEPENDENT EXPERTS:

Panel of Independent Experts shall comprise of the following:

- a. Retired, High Court & Supreme Court Judges;
- b. Retired, Secretary & Additional Secretary to Government of India, Chief Secretary & Additional Chief Secretary of State Government;
- c. Retired, Chairman, AAI, and Board Member, AAI;
- d. Retired, Director General & Additional Director General of CPWD, PWD MES;

- e. Retired, Chairman & Members of Railway Board;
- f. Independent External Monitors deputed by CVC for AAI for the cases where they were/are IEM.
- g. Law Officers retired from PSUs/ Government Department to the level of General Manager & above.

Depending upon the response to this mechanism, the work load and requirements for speedy settlement of disputes, the panel may be expanded further with the approval of the Chairman, AAI.

2.1 Mediation Committee of Independent Experts, generally, shall comprise of the following:

- (i) A member from concerned field of the dispute
- (ii) A member from administrative background
- (iii) A member from the legal background

In case the dispute involved is of such a nature that can be resolved by an individual mediator, such dispute shall be referred to an individual mediator from the panel.

- 2.2 A reference for mediation shall be referred to the MCIE or an individual Mediator on 'rotational basis' depending upon the nature of dispute and stake involved at the sole discretion of concerned member or Chairman, AAI.
- 2.2.1 An individual mediator to be appointed in cases where the total disputed amount (claim & counter claim) is below Rs. 10 crores.
- 2.3 Broad Terms and Conditions and the Terms of Reference of the Mediation Committees are enclosed as **Annexure-2**.
- 2.4 CMC shall be headed by the committee member of the concerned Directorate who would be provided all requisite assistance by the other committee members. The CMC shall be responsible to arrange for the required infrastructure, secretarial assistance and logistic support to the Mediation Committee and also timely payment of fee to the Mediators.
- 2.5. In the event of non-availability of any one of the members of MCIE, after obtaining consent of both parties, remaining two members shall continue to proceed with the mediation which would constitute the quorum for the committee. In case, MCIE consists of a single member, the provision of quorum shall not be applicable.
- 2.6 Upon arriving at a settlement, duly signed by the parties if a settlement agreement cannot be authenticated by all three MCIE members due to non-availability of a member, in such a case, settlement agreement authenticated by two mediators shall be valid and binding upon parties.
- 2.7. The following matters shall not be referred to mediation:
- (i) Tax matters;
 - (ii) Involving fraud and forgery;
 - (iii) Involving right of third party;
 - (iv) Relating to acquisition of land and payment of compensation or

(v) Any dispute which is not permissible to be referred to mediation under law or has some other recognized mechanism, e.g. conciliatory authority for labour disputes, ongoing matters capable of being referred to Mediation Centre of respective Courts / High Courts.

3. Recommendations of the Mediation Committee:

Parties are expected to participate in the proceedings before the MCIE with an aim to settle the issue. Similarly, necessary approvals of the competent authority as per DOP would be obtained by presenter/ concerned officer from AAI in coordination with CMC wherever so required as per **Annexure-4**, including drafting of Settlement Agreement and implementation of the same.

- 3.1 After receiving requisite approvals, CMC will take all necessary steps for signing the settlement agreement, including withdrawal of the case(s) pending before the Arbitration Tribunals/ Courts, preferably within a period of 30 days.
- 3.2 The payments due from one party to the other party as per the settlement shall be made by such party within a period of 30 days of completion of the obligations by the parties which amongst others also includes withdrawal of the cases pending before Arbitration Tribunals/ Courts etc.

4. Procedure in cases already pending before the Arbitral Tribunals/ Courts:

- 4.1 In cases of disputes pending before the Arbitration Tribunals or the Courts, either of the party may come forward and explore the possibilities of Mediation through the Mediation Committee of Independent Experts by submitting as per template enclosed at **Annexure-3**. Wherever the parties to the dispute(s) agree to invoke the good offices of the Mediation Committee, CMC shall make an appropriate reference to the Mediation Committee, upon which the Committee shall proceed to examine such reference(s). However, wherever the parties agree to reach out to the Mediation Committee, they shall be required to keep the proceedings pending before the Arbitral Tribunals/ Courts in abeyance.
- 4.2 It may be noted that this is an alternate dispute resolution mechanism being put in place by the AAI and if the Concessionaire/ Contractor/ Consultant is not willing to take recourse to this process or has any reluctance, whatsoever, in this behalf, there is no compulsion and they are free to follow the provisions as per the law.
5. The provisions of this Policy shall stand replaced by law on Mediation as and when so enacted by the Government of India to the extent of their repugnancy with the provisions of such law.

Annexure-1

CONSENT LETTER (To be part of Online Form for Mediation)

To

(Tender accepting authority)

.....
.....

SUB: Consent regarding Mediation

Madam/Sir,

I/We have entered into _____ agreement for _____ with
_____ related to _____ Airport.

I/We hereby request to initiate mediation proceedings instead of Dispute Resolution Committee/ Board. We agree to be governed by AAI Mediation Policy, 2022. This shall form part of agreement dated ____.

Thanking You,

Yours faithfully


भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Authorized Representative

Date:

**Mediation Committee of Independent Experts
Broad Terms and Conditions and Terms of Reference**

1. The Panel of Independent Experts approved under this Policy shall remain valid for a period of three years from the date of empanelment. Depending upon the response from the contesting parties and the workload, the panel may be suitably expanded from time to time with the approval of the Chairman, AAI.
2. **Fee of Mediators:**
 - a. **Sitting Fee:** Each member of the MCIE shall be paid a fee of Rs. 1,00,000/- per sitting. This fee shall be inclusive of hotel accommodation. Meeting venue for mediation proceedings shall be provided by AAI. In case such venue is arranged outside AAI premises, cost of booking the venue shall be borne by both the parties equally.
 - b. **Local Transportation charges & other expenses:** Each member shall be paid Rs. 5000/- for local transport charges for each day of proceedings. An outstation member shall be reimbursed the air-fare (business class) in addition to transport charges. Applicable taxes, if any, shall also be reimbursed as per actuals.
 - c. **Withdrawal from Mediation:** In case, either of the party withdraws from mediation in the first sitting itself, a member of the MCIE would be entitled only for one fourth of the actual fee in addition to other charges.
 - d. **Cancellation/Postponement of proceedings:** Cancellation or postponement of the proceeding shall be intimated in advance. In the event when mediation proceeding has not taken place due to any reason(s), no fee shall be payable to the members of the MCIE.
 - e. **Full day proceedings:** A full day proceeding which may commence pre-lunch and continues post-lunch shall be treated as one proceeding.

Individual Mediator shall be paid the same fee as that payable to a Member of MCIE and no additional fee/charges shall be payable.
3. It is expected that the mediation proceedings shall be completed in each case through 05 sittings in a period of not more than 120 days from the date of reference to MCIE. Number of sittings may be further extended up to 05 sittings to be concluded in another 120 days after obtaining specific approval from the concerned Member/Chairman, AAI.
4. The MCIE may hold as many sittings every month as it deems appropriate keeping in view the volume of work at its disposal.
5. In the event, if MCIE is not able to complete mediation up to 10 sittings and it is recommended by MCIE a further extension of 05 sittings may be permitted by the concerned Member/Chairman without any sitting fee. Other expenses i.e. local transport charges and air fare borne by MCIE members shall be payable.
6. The Mediation Committee shall meet in the first instance and evolve its own procedures and methodologies for mediation.

7. MCIE shall preferably hold its sittings at a suitable place as per convenience of all concerned or through video conference.
8. The person appointed as a mediator shall, prior to the conduct of mediation, disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator.
9. Any disqualification of any sitting member on any account if found after initiation of Mediation proceedings, the affected party may request for change of the Member concerned and such disqualification shall not vitiate the proceedings. In case such disqualification is found after conclusion of mediation, the settlement arrived between the parties shall not stand negated.



From:

To

No. _____ Date: _____

Reference: Agreement No. _____ for the work of _____
Court Case Number/ Arbitration between _____ & _____

Subject: Request to refer the existing dispute for mediation through Medication Committee of Independent Experts.

Sir,

Please refer the subject cited above. Vide agreement dated _____ for _____, disputes arose with regard to _____ and the matter is pending for/yet to be referred for resolution/adjudication by Dispute Resolution Committee/ Dispute Resolution Board/Arbitrator/ _____ court.

I / we _____, do hereby request the Airports Authority of India to refer our ongoing dispute to MCIE as per AAI Mediation Policy dated _____.

We undertake to abide by the terms and conditions of the said policy of AAI and would not question any settlement, if arrived, through Mediation.

It is consented that by referring the matter to mediation, dispute resolution through DRC/DRB under clause _____ of the agreement, is dispensed with.

Yours faithfully,
(_____)
Requesting Party

Accepting Party

Annexure-4

Sr. No.	Brief of the Dispute by the Party	Claim Amount	Counter Claim	Settlement Amount and details thereof	Approving Authority of Settlement

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

**SETTLEMENT AGREEMENT
(Model Format)**

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between _____ (First party) (name of the party) which includes their legal heirs, successors, assigns, and their subcontractors (at any tier) and _____ (Second party) which also includes their legal heirs, successors, assigns, and their subcontractors (at any tier) .

I. BACKGROUND

- Details of the awarded work _____
- Details of dispute(s) referred by _____ (details of the part(ies) _____)

II. DETAILS OF MEDIATOR(S)

- a. _____
- b. _____
- c. _____

III. MEETINGS OF MEDIATION COMMITTEE OF INDEPENDENT EXPERTS (MCIE)

WHEREAS, in terms of clause _____ of agreement, Chairman/ Member/ Executive Director/ Regional Executive Director _____ (name of Region) (as the case may be) of the Airports Authority of India, on invocation/ request from M/s _____ (name of the party(ies)) _____ referred the above mentioned dispute to Mediation Committee of Independent Experts on _____.

WHEREAS, MCIE held _____ no. of meetings which were held on _____, _____ at _____.

AND WHEREAS, the parties after due deliberation in the meetings of MCIE, at their own free will and without any coercion or undue influence have arrived at a settlement on their disputes and do hereby voluntarily enter into this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises, contained below to resolve the dispute, it is agreed as follows:

IV. TERMS OF SETTLEMENT

1. The "Effective Date" of this Agreement will be the date when the parties sign this Agreement.
2. It has been agreed between the parties that _____ (details of complete proposal and

VIII. SEVERABILITY

If any portions of this Settlement Agreement are held invalid and unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portions.

IX. NEGOTIATED TRANSACTION

Each of the parties has participated in the drafting and negotiation of this Settlement Agreement. Accordingly, for all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the parties.

X. COUNTERPARTS

This Settlement Agreement shall be executed in two copies, each of which shall be deemed to be a counterpart original.

XI. REPRESENTATION OF AUTHORITY

Each person signing this Settlement Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

XII. CONFIDENTIALITY

a. Parties shall keep confidential the following matters relating to the mediation proceedings, namely:

- i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
- ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
- iii. documents prepared solely for the conduct of mediation or in relation thereto.

b. Parties also agree to not disclose the existence or contents of this Agreement to any third party without the prior consent of the other Party except:

- i. to its advisors, attorneys or auditors who have a need to know such information.
- ii. as required by law or court order.
- iii. as may be required in connection with the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Settlement Agreement on this day and date written above.

Signed for and on behalf of
First party

Signed for and on behalf of
Second party

MEDIATOR/ MCIE MEMBERS:

Mediator

Presiding Mediator

Mediator



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Format-I: Consent Letter

Dispute Resolution Clause – Para2(b)

To,
The Chairman/Member/Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause _____ of the _____ agreement dated _____ for _____
Sir/Madam,

1. We state that _____ (contractor/agency) was awarded work/concession _____ of _____ at _____ Airport/ _____ (other location) of Airports Authority of India through Award Letter dated _____.
2. Dispute related to _____ arose between us (contractor/agency) and AAI.
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:

- (i)
- (ii)
- (iii)

A concise statement along with claim in respect of each of such disputes is attached herewith.

4. In view of the above, we invoke arbitration under clause _____ of the _____ agreement between us and AAI and as per proviso to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the Chairman/Member/Regional Executive Director AAI to appoint arbitrator.

Thanking you,
(_____)
Authorized signatory of

Encl: As above

[Format –II for opting Mediation in existing Agreements*]

From:

_____ ,

To

No. _____ Date: _____

**Reference: Agreement No. _ for the work of _____
Court Case Number/ Arbitration between _____ & _____**

Subject: Request to refer the existing dispute for mediation through Medication Committee of Independent Experts.

Sir,

Please refer the subject cited above. Vide agreement dated ____ for _____, disputes arose with regard to _____ and the matter is pending for/yet to be referred for resolution/adjudication by Dispute Resolution Committee/ Dispute Resolution Board/Arbitrator/ _____ court.

I / we _____ , do hereby request the Airports Authority of India to refer our ongoing dispute to MCIE as per AAI Mediation Policy dated ____ .

We undertake to abide by the terms and conditions of the said policy of AAI and would not question any settlement, if arrived, through Mediation. All cost/expenses of mediation shall be borne equally with the Accepting party.

It is consented that by referring the matter to mediation, dispute resolution through DRC/DRB under clause _____ of the agreement, is dispensed with.

Yours faithfully,
(_____)

Authorized Representative of Requesting Party

(_____)

Authorized Representative of Accepting Party

* This is a model format and suitable changes may be made as per requirements. Inapplicable part to be deleted.

**Annexure XII: Format for publishing debarment on AAI
Website/ Notice board**

Airports Authority of India

AAI Vendor Debarred List

S. No.	Region	Vendor Name	Vendor Address	Circular No.	Circular date	Issued by	Restrained period from	Restrained period upto	Description	Debarred type

Annexure XIII: Format of Outstanding dues certificate

**AIRPORTS AUTHORITY OF INDIA
.....AIRPORT**

“OUTSTANDING DUES CERTIFICATE”

File No.

Date:

Date of Issuance of Certificate: _____

Name of contract: _____

Agreement Dated: _____

Commencement Date: _____

Expiry Date: _____

Period up to which “Outstanding Dues Certificate” issued: _____

Issued to : (Name of the Party) _____

S.	Nature of Dues	Amount	Amount of	Validity of the
No.		of Dues	Security	
		in INR	Deposit Available	Security Deposit
				/Validity of the
			with AAI/	
			Reference to	Orders of
			Orders	Judicial
				Court/Arbitral
			of Judicial Court/	Tribunal

						Arbitral Tribunal	
01	***	Undisputed	License				
		Fee					
		Dues					
02	***	Undisputed	Other				
		Dues					
03		Disputed Dues	referred				
			To Conciliation/Arbitration				
04		Dues Stayed/Withheld					
		from					
			Realization by order of a				
			Judicial Court/Arbitral				
			Tribunal				
		Total:					

The composite amount shown if not "NIL" on the date of issue for and up to the relevant period must be bifurcated and clearly defined so as to indicate the month up to which the Undisputed MAG/License Fee and Other Dues have been cleared by the party.

The above certificate is issued in line with the Joint Reconciliation Statement dated between the parties subject to errors and omissions in the due course of business.

(Authorized Signatory of AAI)

Name and Designation -----

Note: In case of Ground Handling Services –No Dues Certificate is to be provided even to the Non-entitled entities those who have provided services at AAI Airports under contractual obligation with airlines.

Annexure XIV: List of Parameters in MIS

AIRPORTS AUTHORITY OF INDIA
.....AIRPORT
Comprehensive list of Parameters in MIS

File No.

Date:

S. No.	Parameters
1	Region
2	Airport
3	Name of the facility
4	Type of concession/ License
5	Whether fresh advertisement issues or not
6	Last date of submission of bid
7	Date of opening of technical bid
8	No. of tender received
9	No. and name of parties qualified after technical evaluation
10	Date of opening of financial bid
11	No. and date of award letter
12	Concessionaire/ Licensee name
13	Unique Concessionaire/ Licensee code
14	Date of taking over of site
15	Concession/ license start date
16	Address of the Concessionaire/ Licensee

17	Address of the registered office, if any
18	Contact details of the Concessionaire/ Licensee
19	Email of the Concessionaire/ Licensee
20	Whether allotted on tender basis/ extension etc.
21	In case on tender basis, proposed MRLF per month (in `)
22	In case extension, period of extension (From To.....)
23	Extension granted by
24	Period of contract (from..... to.....)
25	Current revenue per month (in `)
26	Outstanding dues as on date (in `)
27	Licensee fee
28	Royalty
29	Space rental
30	GST
31	Utility charges
32	Penal interest
33	Any other
34	Details of security deposit
35	Amount (Rs.)
36	Validity upto
37	Whether ever debarred by any entity (AAI, etc.)
38	Whether concession/ license expiring within 6 months
39	Any DRC case is pending (Yes/ No)

40	Dispute raised by party/ details of the DRC
41	Whether DRC constituted at RHQ/ CHQ
42	Date of submission of DRC recommendations
43	Authority of acceptance of DRC recommendations
44	Date of acceptance of DRC recommendations
45	Presence status of case/ concession/license
46	Any arbitration case is pending (Yes/ No)
47	Dispute raised by party/ details of the arbitration
48	Details of the disputed amount
49	Name and contact details of arbitrator
50	Date of appointment of arbitrator
51	No. of hearing taken place
52	Date of next hearing
53	Present status of the case
54	Any court case is pending (Yes/ No)
55	Name of party/ petitioner
56	Disputed amount, if any
57	Bench
58	Prayer by the petitioner
59	Submission of AAI
60	Whether counter affidavit filed or not by AAI
61	Whether any interim stay has been granted
62	If yes, steps taken to vacate the interim stay

63	Date of next hearing
64	Outstanding dues disputed in DRC/ Arbitration/ Court case
65	Is the concessionaire debarred/ blacklisted by AAI (Yes/ No)
66	Reason for blacklisting
67	Period of blacklisting (from..... To.....)

Annexure XV: DGCA Check List

**AIRPORTS AUTHORITY OF INDIA
AIRPORT
GROUND HANDLING & APRON INSPECTION CHECK LIST**

Date of Inspection						
Name of the Airport						
Name of GHA/ Operator						
Responsible I/C						
Name & Desig. Of Insp. officers						
S/N	ITEMS OF INSPECTION	Reference	SAT	UNSAT	N/A	Remarks
A	General Ground Facility and per arrival checks					
1	Check Staff allocated for aircraft handling are available on stand before arrival of the aircraft.	GHM/SLA				
2	Check availability of GSE against listing of the particular type of aircraft handling.	GHM/SLA				
3	Check condition of paved surface of Apron/Bay.	CAR4B1				
4	Does the aircraft stand provide the minimum clearance, Stand marking as per requirements?	CAR4B1				
5	Check availability of safety lines.	CAR4B1				
6	Check equipment and vehicle free of loose items.	GSP				
7	Check whether Apron being regularly swept so as to ensure that aprons is clean and clear of foreign object debris (FOD), Oil, Grease, Rubber marks, other contamination etc.)	ICAO Doc 9137				
8	Check FOD bins available on the parking bays and other strategic positions and are FOD bins emptied regularly.	ICAO Doc 9137				
9	Check whether the airport has an apron	ICAO Doc				

	management service at the airport. Is Bay allocation given in time to facilitate proper bay preparation by the ground handler of the arriving aircraft.	9137				
10	Check mooring facility of aircraft. (if required)	GSP				
11	Check availability of Apron Flood Lighting of appropriate illuminance such that an aircraft stand receives light from two or more directions to minimize shadows.	CAR4B1				
12	Check whether all equipment parked at designated staging areas and parking brakes or chocks are set.	IGOM				
13	Check the compatibility of Step ladders used for the type of aircraft and its alignment prior to dis-embarkation/embarkation commencement.	IGOM				
14	Check whether all apron equipment and vehicle adhere to the speed limit on the ramp.	ASC 4 of 2007				
15	Check VDGS serviceability and calibration for accuracy	CAR 4B1				
16	Check whether VDGS is updated with the correct Aircraft type.	CAR 4B1				
17	Check PBB is positioned at home position before arrival of the aircraft.	IGOM				
18	Check whether warning signal sounds before PBBs are moved.	IGOM				
19	Check whether PBB operators are suitably trained.	IGOM				
20	Check whether emergency exit from bridge/node building clear of obstructions?	IGOM				
B.	Checks during turnaround and after departure of aircraft					
1	Check whether SOPs are developed (by Aerodrome operator) to regular the	IGOM				

	movement of vehicles and with equipment on the movement area.					
2	Check whether vehicles and equipment operating in the airside filed with serviceable anti-collision lights	IGOM				
3	Check whether the vehicle has valid AVP, RC. Fitness Certificate & Insurance. Etc..	GSP				
4	Check whether all drivers are familiar with: <ul style="list-style-type: none"> a. Topography of Aerodrome. b. Aerodrome Signs. marking and lightings. c. Terms and phrases used in aerodrome control. d. Airport rules and procedures. e. Special functions in case of Rescue and Fire Fighting etc. f. Adequate training for driving the relevant vehicle/ Equipment. 	GSP				
5	Check whether drivers are familiar with low visibility procedures (LVP).	IGOM				
6	Whether drivers adhere to the limit of maximum permissible speed and standard operating procedures when on the aprons/ramps and service roads?	IGOM				
7	Check whether vehicles permitted on the airside fitted with Speed Governor/ speed-controlled device.	IGOM				
8	Check whether Catering vehicle guided (Marshalled) into and out of position close to aircraft.	IGOM				
9	Whether catering vehicle brakes and/ or chocks are applied during servicing?	IGOM				
10	Whether safety rails are in appropriate position on Bridge (from truck to aircraft)?	IGOM				
11	Check whether Catering vehicle using reversing and raising alarm?	GSP				
12	Whether vehicles pass underneath the aircraft fuselage or wings?	IGOM				

13	Whether drives follow the designated routes, giving way to routes provided for pedestrians and aircraft?	GSP				
14	Check whether vehicle driver ensures adequate clearance behind the aircraft when aircraft engines are running.	IGOM				
15	Check whether Equipment/ vehicles retrieved from Stand after departure?	IGOM				
16	Check whether PBB disconnected and retrieved / repositioned before pushback.	IGOM				
17	Check whether SOPs followed during loading and unloading of the aircraft.	IGOM				
18	Whether the stand is clean and fit for use by next planned aircraft?	IGOM				
19	Whether any oil spillage/patch noticed, if yes. Informed to the concerned agency for clearing?	IGOM				
20	Whether the GSE positioned without contacting the aircraft?	IGOM				
21	Whether GSE lowered when not in use?	IGOM				
22	Interview:(One Sample per apron) Verify if the driver has all necessary authorization (ADP,DL) to operate a vehicle on airside and if he/she is knowledgeable on the standard operating procedures governing vehicular movement on the airport.	IGOM				
23	Whether vehicle/staff approaches the aircraft when anti-collision lights are ON?	IGOM				
24	When equipment marshaller available for positioning equipment and vehicles close to aircraft?	IGOM				
25	Whether traffic alerted before pushback on service roads (by use of traffic marshallsers/ wingwalkers)?	IGOM				
26	Whether vehicle drive through or park in the aerobridge.	IGOM				

27	Whether vehicle left unattended in the vicinity of aircraft?	GSP				
28	Whether vehicle drive into aircraft parking areas. Except those actively involved in aircraft handling or servicing?	GSP				
29	Check whether safety cones have reflective tapes for night/ LVP operations.	GSP				
30	Whether bus parking brake applied, during passenger boarding/ de-boarding process?	GSP				
31	After equipment is positioned at an aircraft whether the gear shift is in neutral or park, and the parking brakes/chocks are set before any other control is operated?	IGOM				
32	Check whether baggage trailers/ carts have intact curtains.	IGOM				
33	Check whether any ULDs (Unit Load Device) Left on ground or left unsecured at parking stand.	GSP				
34	Whether proper mechanism and procedure for securing for equipment is available?					
35	Check whether aircraft properly chocked with appropriate & good condition chocks once stationary.	IGOM				
36	Whether GHA has adverse weather SOP available?	IGOM				
37	Check weather warning receiving and disseminating mechanism among GH agents is available.	GSP				
C.	Training/ Competency					
1	Whether the process for identifying training needs and training schedule is defined and recorded in GHM?	IOSA				
2	Whether Induction training. Refresher training and introduction of new process	IOSA				

	or procedures are planned and provided?					
3	Check whether the airside work force have been imparted Ramp safety. DGR, SMS & AvSec training.	IOSA				
4	Check whether the safety training being given by duly competent personnel and evolution of training is conducted.	IOSA				
5	Check whether emergency safety response drill/training planned and conducted and whether Staff briefed for voluntarily hazard reporting?	IOSA				
6	Whether working hours are defined for each ground handling agents considering human factor principles.	GSP				
7	Check availability of training records of all Ground Equipment operator.	CAR 145.A30 (e)				
D. Aircraft Towing & Movement						
1	Check whether the Ground Handling Manual contains enough information, guidance & procedures about Aircraft Towing & Movement for staff to perform their duties.	IGOM IOSA				
2	Whether the push- back and towing procedures comply with the appropriate standards?	IGOM				
3	Check whether the operator ensures that pre or post taxi positioning of the aircraft is not executed without tow bar (wherever applicable).	IGOM				
4	Whether a trained/ authorized person assists in attaching the tow bar?	IGOM				
E. Marshalling						
1	Check availability of sufficient number of approved marshaller commensurate with the type and number of aircraft being handled.	GSP				

2	Check whether usage of Signs and markings by marshaller are appropriate?	IGOM				
F. Cargo/ Mail Handling/ Loading						
1	Check whether SOPs for Cargo/Mail Handling are available.	IOSA				
2	Whether System is available to ensure that cargo loaded in correct location?	IGOM				
3	Whether cargo loading locations are included on load sheet?	IGOM				
4	Whether cargo netting/restrain system/s adequate in all baggage trolley/pallets etc.?	GSP				
5	Whether Cargo tie-down points available?	GSP				
6	Whether system to prevent Tail Tipping available?	IGOM				
G. Re- Fueling facility						
1	Check type of facility available AFS (Aviation fueling Station) with refuellers [] Hydrant [] On-wheel []	CAR2H				
2	Check that the surrounding of the storage facilities are clean, free from accumulated water, garbage etc.					
3	Check the condition of the Refueller/Dispenser/ Hydrant.					
4	Check that the hydrant facility is provided with necessary earthing points and inspected regularly properly.					
5	Check that the hydrant pits lines and valves are grade marked, kept clean and free of water.					
6	Check that all visible pipe lines and valves are grade marked and direction of flow are marked properly.					
7	Whether hydrant pits checked after every rain/snow and any contaminants are					

	removed?					
8	Check that the hydrant system is provided with necessary firefighting facilities at the location such as fire hydrant system, foam system portable fire extinguishers, firefighting equipment.					
9	Check whether employees are using electronic devices within the refueling zones around the aircraft.					
H	Ground Support equipment maintenance checks (sample) (Check proper system for periodic maintenance /daily maintenance/ control of usage of the following equipment as per respective Service Manual)					
1	Tow Bars: ID/SN (#) _____	CAR 145.A40				
(a)	Check Towheads/couplings/locking mechanism etc, for condition.					
(b)	Check Shear pin – condition, security and correct type.					
(c)	Check availability of suitable Tow bar for all type of aircraft being operated. (mandatory for defense airfield)					
2.	Tow Tractors/ Push back tractor ID/SN (#) _____	CAR 145.A40				
(a)	Check Condition of the Toe Book					
(b)	Check Serviceability of Brakes.					
(c)	Check Serviceability of Lights, Beacon etc.					
(d)	Check availability of fire-extinguisher.					
(e)	Check condition of Tyres.					
(f)	Check condition of flame arresters.					
(g)	Check steering bypass pin installed prior to tow bar connection. Correct by-pass pin must be installed before tow bar is connected.					

(h)	Check availability of trained operator					
3	Ground Power Unit: ID/SN (#) _____	CAR 145.A40				
(a)	Check date last serviced (filters/oil change).					
(b)	Check date of last electrical output calibrated/adjusted.					
(c)	Check serviceability of all gauges.					
(d)	Check Serviceability of Brakes.					
(e)	Check Serviceability of Lights, Beacon etc.					
(f)	Check condition of Tyres.					
(g)	Check condition of flame arresters.					
(h)	Check availability of the fire- extinguisher.					
(i)	Check availability of trained operator.					
4.	Air Start Units: ID/SN (#) _____	CAR 145.A40				
(a)	Check date last serviced (filters/oil change).					
(b)	Check date of last electrical output calibrated/ adjusted.					
(c)	Check serviceability of all gauges.					
(d)	Check condition of Ducts and Coupling.					
(e)	Check Serviceability of Brakes.					
(f)	Check Serviceability of Lights, Beacon etc.					
(g)	Check condition of Tyres.					
(h)	Check condition of flame arresters.					
(i)	Check availability of the fire- extinguisher.					
(j)	Check availability of trained operator.					

5.	Ground Air Conditioning Units: ID/SN (#)	CAR 145.A40				
(a)	Check date last serviced (filters/oil change).					
(b)	Check date of last electrical output calibrated/ adjusted.					
(c)	Check serviceability of all gauges.					
(d)	Check condition of Hoses and Control panel.					
(e)	Check Serviceability of Brakes.					
(f)	Check Serviceability of Lights, Beacon etc.					
(g)	Check condition of Tyres.					
(h)	Check condition of flame arresters.					
(i)	Check availability of fire- extinguisher					
(j)	Check availability of trained operator.					
6.	HP Air Carts & nitrogen Trolley: ID/SN(#) ----- -	CAR 145.A40				
(a)	Check cylinder last hydrostatic test date.					
(b)	Check proper colour coding of cylinder.					
(c)	Check condition and security of Cylinders/pipes/flexible hoses.					
(d)	Check serviceability of HP regulators/SOVs.					
(e)	Check condition, calibration, validity of gauges.					
(f)	Check condition of wheels.					
7.	Water carts ID/SN (#) ----- -----	CAR 145.A40				
(a)	Check condition of Hose and Coupling.					
(b)	Check vehicle Brakes.					

Annexure XVI: Glossary - Definitions & General Explanations

"Addendum" shall mean any written amendment to RFP/Tender Document issued by Authority from time to time.

"Airport Premises" shall mean and include Terminal Building or any other premises/land, owned/possessed or taken on lease by AAI for the purpose of Airport and acquired by the Authority under the provision of Land Acquisition Act, 1894 or any other corresponding law for the time being in force.

"Airport Users" shall mean those persons using or involved in activities at, or in connection with or in relation to the Airport, including without limitation, staff of the Airport and airlines operating at the Airport, passengers, visitors, flight crewmembers of airlines, etc.

"Alternate Location(s)" shall mean the particular space/ area within/outside the Airport Premises/Terminal offered to the Concessionaire, in lieu of Original Location(s).

"Applicable Laws" means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under Authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or of any Governmental Authorities, as may be in force and effect during the subsistence of the Agreements.

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the development, operation and maintenance of the Locations in the Airport Premises/Terminal, for or in respect of the Concession Agreement including but not limited to the approvals from Airport Health Officer, Airport Security and all other approvals as may be required to execute, give effect to, and perform the Agreement and the approvals and consents required from Authority or any other Governmental Authority pursuant to the Tender Document/RFP or the Agreement, including any third party approvals as may be required by the Concessionaire.

"Applicant" shall mean a sole entity or a consortium of entities, submitting an application pursuant to a Tender Document/RFP.

"Application" shall mean the application to be submitted by each Applicant pursuant to RFP/Tender Document in the forms provided therein.

"Application Due Date" shall have the meaning ascribed to the term in RFP/Tender Document.

"Associate" shall mean, in relation to the Applicant, a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such

influence and includes a joint venture company.

"Affiliate" means, in relation to any Bidder or Member, a person who controls, is controlled by, or is under the common control with such Bidder or Member. As used in this definition, the expression "control" means: (a) with respect to a company, corporation or limited liability partnership the ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, or (b) with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such person.

Explanation: For the purposes of this clause, "significant influence" means control of at least twenty (20) per cent. of total share capital, or of business decisions under an agreement. (Company Act 2013 link: <http://www.mca.gov.in/SearchableActs/Section2.htm>)

"Authority" shall mean the Airports Authority of India constituted under Airports Authority of India Act, 1994, including any amendment / re-enactment thereof.

"Bank Guarantee" shall mean and include a surety amount in the form of RTGS/NEFT/Bank Guarantee having its validity equal to concession/ license period plus six month, from a branch of Scheduled Commercial bank listed by RBI that if a particular licensee defaults on a dues payment, the bank will cover for the dues.

"Bid" shall mean the technical and financial offer to be submitted by each Bidder as part of the Bid in compliance with the Bidding documents.

"Bid Security" shall mean a bid security amount that all bidders for a license/ concession are required to deposit, along with the bid, which is over and above the tender/RFP/ processing fee.

"Bidder(s)" shall mean those Applicant(s) who have submitted their bid in response to the Tender Document/RFP/CA.

"Bidding Documents" shall mean the RFP/CA/Tender Documents, as the case may be.

"Breach of Contract" shall mean non-compliance of terms and conditions of the Agreement/RFP and/or non-adherence to the laws of the land.

"Built-up Area" shall mean the area allotted for the concession/ license including the thickness of outer wall.

"Carpet Area" shall mean the net usable floor area within the Airport Premises/Terminal excluding the area that is covered by the walls, staircases, lifts, escalators, ducts, toilets, air-conditioning plant room and electrical control rooms, but shall include floor area up to spatial limits covered by walls, pillars, signage, advertisement panels and any other structures erected by the Concessionaire.

"Change in Law" shall mean occurrence of any of the following after the bid date:

- a) the enactment of any new Indian law;

- b) the repeal, modification or re-enactment of any existing Indian law;
- c) the commencement of any Indian Law which has not entered into effect until the bid date;
- d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the bid date; or
- e) any change in the rates of any of the Taxes that have a direct effect on the Project;

"Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

"CHQ" shall mean Corporate Headquarters of Airports Authority of India at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003.

"Commercial Operations Date (COD)" shall mean the date as may be intimated by Authority for the commencement of commercial operations.

"Companies Act" shall mean the (Indian) Companies Act, 2013, and any amendments issued from time to time or any other legislation governing the incorporation and existence of companies in India.

"Concession" shall mean the rights granted to a concessionaire pursuant to the execution of concession agreement for designing, developing, setting up, operating, maintaining and managing the facility(ies) at each of the location(s) within Airport Premises/Terminal and to perform the services as per the terms and conditions of the Concession Agreement.

"Concession Agreement" shall mean the agreement to be entered into between Authority and the Concessionaire, pursuant to which the Concessionaire shall be granted the Concession.

"Concession Term" shall mean, in respect of Airport Premises/Terminal, a period as specified in relevant clause of this manual, commencing on the Rent Commencement Date, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.

"Concession Year" shall mean each successive twelve (12) month period during the Concession Term hereof.

"Concessionaire" shall mean the Selected Bidder, who is either an individual or company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to the execution of Concession Agreement, pursuant to which it shall be granted the Concession.

"Conflict of Interest" is a situation in which an Applicant is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision making of that applicant. An applicant shall not have a conflict of interest that affects the bidding process. Any application found to have conflict of interest shall be disqualified.

"Construction Works" shall mean all works and things necessary to complete the construction/development of facilities in accordance with the Agreement.

“Day” or “day” means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“Global Tenders” The tenders in which eligible agencies (as per laid out eligibility criteria in RFP) across the globe can participate. The CHQ as a policy shall decide from time to time the facilities for which the global tenders are to be called.

“Good Industry Practice(s)” shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under the Concession and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with the Concession Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner.

“GoI” shall mean the Government of India and any Agency, Authority (including regulatory authority), Department, Inspectorate, Ministry or Statutory Person (whether autonomous or not) under the control and direction of GoI.

“GoST” shall mean the Government of the respective State in which a particular Airport is located and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of the respective GoST.

“Governmental Authority” shall mean any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/ entity having or purporting to have jurisdiction on the parties to the Agreements, including the GoI or GoST or any other regulatory authority appointed by the GoI or GoST having jurisdiction in relation to the subject matter of the Agreement(s) under Applicable Law, the Bureau of Civil Aviation Security, the Central Industrial Security Force, and shall where appropriate include Authority.

“Gross Turnover Criteria or GTO” shall mean the minimum gross turnover requirement a bidder shall fulfill, so as to qualify in the technical bid as per the eligibility criteria of the tender process.

“INR” shall mean Indian Rupee, being the lawful currency of Republic of India.

“IST” shall mean Indian Standard Time.

“Joint Bidding Agreement” shall mean a substantially binding agreement entered into by the members of the consortium for the purpose of submitting a proposal for the Concession. The Joint Bidding Agreement, to be submitted along with the Proposal.

“Lead Member” in respect of a Bidder where the Bidder is a Consortium, shall mean such entity, who shall have the highest equity share holding of at least 51% (fifty one percent of the subscribed and paid up equity of the SPV throughout the concession term.)

"Letter of Intent to Award" shall mean the written letter of offer as issued by Authority to the Selected Bidder intimating the acceptance of Selected Bidder's Bid for the award of the right to execute the Concession, subject to the fulfilment of conditions of award and such other conditions as set out under the Letter of Intent to Award.

"Licensee" shall mean an individual/entity which has been granted the right to develop, market, setup, operate, maintain and manage the concession/license as per RFP/Agreement.

Limited Tenders: Limited tenders are the tenders invited from only the empaneled agencies. The empanelment has to be done through due process carried out by CHQ/RHQ (unless otherwise specified). After empanelment, the tenders are to be floated by respective airports/RHQ as per directives of CHQ.

"Minimum Annual Guarantee" or "MAG" shall mean, in respect of a particular concession year, the amount defined in the RFP/Tender document as the minimum payment for each concession year as per the concession terms.

"Minimum Monthly Guarantee (MMG)" shall mean the absolute amount on a monthly basis, computed by dividing MAG for a Concession Year by number of months, i.e. twelve (12).

"Month" shall mean a Gregorian calendar month.

"Notice Inviting Tender (RFP)" shall mean a public notice issued in leading daily newspapers (national, local or international, as the case may be) /AAI portal/ CPP e-portal/mailers for invitation of tenders and contains detailed information of license/ concession, tender document, important dates, terms & conditions etc. as the case may be.

"Outstanding Dues" shall have the meaning of dues payable by the individual/entity to Authority which are lying outstanding on. However, for participating in any tender of AAI, the concessionaire/licensee has to submit outstanding dues certificate.

"Open Tender" A tender which is open to all eligible parties (as per eligibility criteria specified by RFP) all across India can participate. All concessions save and exception defined, have to be awarded based on open tenders. Generally, open tenders for award of concessions will be invited by respective airports/Regional Head Quarters unless otherwise specified.

"RHQ" shall mean of the Regional Headquarters of Airports Authority of India viz. Northern, Western, Southern, Eastern and North Eastern region.

"Selected Bidder" shall mean the Bidder selected by Authority, pursuant to the Bid Process and to whom the Letter of Intent to Award the Concession is to be issued.

"Services" shall mean activities in GHS/PPS/ other items and/or offering services related to or incidental thereto or as may be approved by Authority from time to time, to be provided to the Airport Users at the Location(s).

"Single Tender" shall mean a tender wherein only one response is received.

“Special Purpose Vehicle” shall mean a company constituted by the Selected Bidder under the (Indian) Companies Act, 2013 and modified from time to time for the purpose of executing the Concession Agreement with the Authority.

“Space Rent” shall mean, with respect to an Airport Premises/Terminal, the amount so fixed by the Authority from time to time to be the rent payable by the airport users for the use of service area within / outside such Terminal.

“Terminal” shall mean, with respect to an airport, Domestic Terminal and/or International Terminal, as the case may be.

“Threshold Eligibility Criteria” shall mean the minimum eligibility criteria as prescribed in Chapter 4 and Chapter 5, to be satisfied by an applicant (in case of Consortium, the lead member), to be eligible for pre- qualification and short-listing in terms hereof.

Note: In case any day mentioned in RFP/Tender document happens to be a holiday in India, then the next working day will be considered.

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.

Tender ID: <to be inserted>



AIRPORTS AUTHORITY OF INDIA

Request for Proposal

CONCESSION FOR GROUND HANDLING

SERVICES

at

<Airport/Group to be inserted>

DISCLAIMER

1. The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidder(s), whether in documentary form, by or on behalf of the Authority or any of its employees or advisors is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement and nor an offer by the Authority but an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid for qualification and selection for each Airport pursuant to this RFP ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the subject Concession(s). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability, current scenario of market and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on ¹law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Bidder or Concessionaire.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that the Authority is bound to appoint the Selected Bidder or Concessionaire, as the case may be, for the Concession and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the RFP process.
9. The Bidder shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this RFP and ensure accuracy thereof. The Authority or its employees or its advisors shall accept no responsibility or liability for any deficiency that may be made by the bidder. Any false declaration made by the Bidder shall invite action as may be decided by the Authority including termination debar, forfeiture of EMD and/ or Bid Security. The Bidder shall also indemnify the Authority, its employees and advisors from actions arising out of this RFP

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DEFINITIONS

In this <to be inserted i.e Global tender/Domestic tender> Request for Qualification, the following expressions shall have the meaning stated herein:

"Affiliate"/"Associate" shall have the meaning ascribed to it in Clause 2.2.7;

"Authority" shall have the meaning ascribed to it in Clause 1.1.1;

"Airports" shall have the meaning ascribed to it in Clause 1.1.1;

"Accounting Year/Financial Year/FY" shall mean financial year commencing from the first day of April of a calendar year and ending on the thirty-first day of March of the next year or as per definition defined by Government of India from time to time;

"Additional Extension" shall have the meaning ascribed to it in Clause 3.5.10;

"Bid Due Date" shall have the meaning ascribed to it in Clause 1.1.7;

"Bid Security" shall have the meaning ascribed to it in Clause 1.3.4;

"Bid" shall have the meaning ascribed to it in Clause 1.3.3;

"Bidder" shall have the meaning ascribed to it in Clause 2.2.1;

"Bidding documents" shall have the meaning ascribed to it in Clause 1.1.7;

"Bidding process" shall have the meaning ascribed to it in Clause 1.3.1;

"Concessionaire" shall have the meaning ascribed to it in Clause 1.1.2;

"Concession Agreement" shall have the meaning ascribed to it in Clause 1.1.2;

"Conflict of Interest" shall have the meaning ascribed to it in Clause 2.2.1 (c);

"Consortium" shall have the meaning ascribed to it in Clause 2.2.1;

"Financial Bid" shall have the meaning ascribed to it in Clause 1.3.3;

"Financial Capacity" shall have the meaning ascribed to it in Clause 3.2.2;

"First Highest MAG" shall have the meaning ascribed to it in Clause 3.5.2.10

"First Selected Bidder" shall have the meaning ascribed to it in Clause 3.5.2.10;

“Forward Bidding/auction” means an online real-time purchasing technique to select the Selected Bidder/s subject to RFP conditions, which involves presentation by the Qualified Bidders of successively more favorable Financial bid during a scheduled period of time as set out in this RFP and automatic evaluation of such Financial Bid. <This provision will be kept, if Forward Bidding/Auction to be considered>

“Ground Handling Facilities” means the facilities for the provision of the Ground Handling Services to be designed, constructed, developed, financed, procured, installed, commissioned, operated, managed and maintained by the Selected Bidder(s)/Concessionaire (s) including without limitation, equipment, the ground support equipment facility and other movable and immovable properties, as more particularly defined in the Concession Agreement.

“Ground Handling Services” shall have the meaning ascribed to it in Schedule I;

“Ground Handling Tariff Cap” shall have the meaning ascribed to it in Clause 1.1.9;

“Actual Gross Revenue”: means all pre-tax gross revenue earned by a Concessionaire under or pursuant to the relevant Concession Agreement, during the subsistence of such Concession Agreement, and shall include any monies received from the Users and other persons, by the Concessionaire but shall exclude the following:

- (i) any insurance proceeds received by the Concessionaire relating to (a) third party liability insurance paid or to be paid to the person whose claim(s) constitute(s) the risk or liability insured against; and (b) any form of physical damage of assets, and the Concessionaire has incurred or will incur an expenditure greater than or equal to such proceeds received for repair, reinstatement or otherwise replacement, promptly and diligently of such assets;
- (ii) any monies received by the Concessionaire, for or on behalf of any Government Instrumentality, as an authorized agent of such Government Instrumentality; and
- (iii) any income collected by the Concessionaire on behalf of third-party service providers, after approval from the Authority; however, any commission received by the Concessionaire from such third-party service providers shall be considered as part of Actual Gross Revenue; and
- (iv) any revenue recognized for construction or upgrade services under the provisions of Appendix A (Service Concession Arrangements) of the Indian Accounting Standards (Ind-AS) 11, Construction Contracts and references therein, including subsequent amendments thereof in relation to the recognition of revenues/consideration for construction or upgrade services under Ind-AS, as per Applicable Laws

It is expressly clarified that:

- (i) insurance proceeds referred to in exclusion (i) above, shall not include any exclusion of insurance proceeds received for loss of revenues and/ or

- business interruption;
- (ii) monies referred to in exclusion (ii) above, shall be excluded only if the same has been credited or will be credited by the Concessionaire to the relevant Government Instrumentality promptly and diligently and any fine, penalty or other amounts of similar nature that may accrue as a result of non-payment or delayed payment of such monies under the applicable laws, will not be excluded;
- Actual Gross Revenue will be computed on an annual basis for an Accounting Year, in accordance with the Indian Generally Accepted Accounting Principles
- (iii) in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Actual Gross Revenue, the decision of the Authority, at its sole discretion, shall be final;

"IATA Standard Ground Handling Agreement" or "SGHA" means the standard ground handling agreement issued by IATA (2008 , 2013 or 2018 version) as per the IATA Airport Handling Manual issue 2008/2013/2018, AHM 810 and as generally used between airlines and ground handling service providers for the provision of ground handling services and shall include corresponding SGHA of all future issues of IATA Airport Handling Manual;

"Joint Bidding Agreement" shall have the meaning ascribed to it in Clause 2.2.4 (v);

"LOIA" shall have the meaning ascribed to it in Clause 3.5.9;

"LOA" shall have the meaning ascribed to it in Clause 3.5.10;

"Major Airports" shall have the meaning as ascribed in the AERA Act 2008;

"Minimum Annual Guarantee (MAG)" shall have the meaning ascribed to it in Clause 3.4.2;

"Minimum monthly Guarantee (MMG)" shall have the meaning ascribed to it in Clause 3.4.8;

"Minimum Reserve Annual Guarantee (MRAG)": The Minimum Reserved Annual Guarantee as decided by Authority, the bidder have to quote their MAG over and above MRAG.

"Net Worth" shall have the meaning ascribed to it in Clause 3.2.2;

"Non-major Airports" shall have the meaning as ascribed in the AERA Act 2008

"Projects" shall have the meaning ascribed to it in Clause 1.1.1;

"Premium" shall have the meaning ascribed to it in Clause 3.4.5;

"Qualified Bidder" shall have the meaning ascribed to it in Clause 1.1.2;

"Revenue share" shall have the meaning ascribed to it in Clause 3.4.1;

"RFP" shall have the meaning ascribed to it in the Disclaimer;

"Second Selected Bidder" shall have the meaning ascribed to it in Clause 3.5.2.10;

"Selected Bidders" shall have the meaning ascribed to it in Clause 1.1.2;

"Scheduled Domestic Passenger Flight" a scheduled passenger flight which is notified by DGCA and where the departure and the arrival take place within India;

"Tax" shall have the meaning ascribed in the Concession Agreement;

"Technical Bid" shall have the meaning ascribed to it in Clause 1.3.3;

"Technical Capacity" shall have the meaning ascribed to it in Clause 3.2.1;

"Users" shall have the meaning ascribed in the Concession Agreement

Tender ID: <to be inserted>

NOTICE INVITING E- BID (NIEB)

I. Global E-Bid is hereby invited for granting concession for the following:

Name of Facility	Concession Period	Minimum Reserve Annual Guarantee (MRAG)	Bid Processing Fees (in INR)	Earnest Money Deposit (EMD)/Bid Security (in INR)
Concession for Ground Handling Services at <name of airport/Group> Airport.	10 (Ten) years from the COD	<as decided by competent authority>	<as per applicable Manual>	<as per applicable Manual>

NOTE:

- a) The procedure given in clause 3.5.2.10 of the RFP shall be the sole parameter for selection of First and Second Selected Bidder.
- b) Request for rebate on Premium of any kind including non-operation/shutdown of flights/airlines will not be considered.
- c) In addition to the Premium, the Selected Bidder (s) shall be liable to pay the applicable space and Land rent (as notified by AAI from time to time) for land allotted to bidders for the parking of GHA equipment and office allotted in the terminal building. The Bidder (s) have to enter into a separate agreement with the Airport Director, <name of airport > for Space and Land allocation. The present rates applicable at respective Airports are provided as **Appendix-15.**
- d) In addition, Concessionaire(s) are required to pay all applicable Government Taxes including GST (presently at the rate of 18% or at the rates declared by Government of India or State Government from time to time).
- e) Concessionaire(s) are also required to pay for the consumption of electricity, water and any other utility used for the purpose of this Concession as becomes due and payable and in accordance with the directions of the Authority. The rate for these utilities will be fixed by AAI from time to time.
- f) The bidder may verify the applicable rates of the respective airport before submission of bids and at the time of signing of Concession Agreement.

- II. **Period of Concession:** 10 years from the Commercial Operations Date (COD). Prior to the expiry of the Term of the Concession, the Authority shall have the right to extend the term thereof by a written notice for an additional term of 01 years on the same terms and conditions as provided in the Concession Agreement.
- III. The prospective Bidders are requested to go through the Bid conditions and visit the Airports to assess the feasibility of business / undergo proper diligence study and thereafter may submit the Bid. No reduction in Premium will be entertained by AAI at any stage for whatever reasons.
- IV. The prospective Bidders are required not to give any conditional bid and adhere to the terms and conditions indicated in the Bid documents provided by AAI. Conditional Bids would be summarily rejected.
- V. The following are the broad timelines to be followed:

Particulars	Timelines
Formation of SPV	The agency has to make an application to the O/o Registrar of Companies within 07 working days of issuance of LOIA and form the SPV within 30 days from the date of issue of LOIA. In case of delay in application and formation of SPV, the delay period will be deducted from gestation period.
Submission of Security Deposit	45 days from LOIA
Security Clearance	The agency has to make an application in the e-sahaj portal of BCAS within 07 working days after formation of SPV and obtain security clearance within 120 days from the date of issue of LOIA.
Issuance of LOA	LOIA will be deemed to be LOA after obtaining security clearance.
Signing of Concession Agreement (Effective Date)	15 days from Issue of LOA
Allocation of Ground Handling Site (Commencement Date)	15 days from signing of the Concession Agreement

Application to AERA for approval of Tariff	15 days from signing of the Concession Agreement
Commencement of Ground Handling Operation (COD)	120 days from date of Security Clearance

Non-adherence of above timeline by the Selected Bidder (s) will result in cancellation of LOIA/LOA/Concession Agreement at sole discretion of the Authority unless extended by the Authority, failing which the Authority shall have the right to forfeit the Bid Security and the agency will be debarred for one year for future tender from the date of debarment.

VI. Handing Over of Site:

- a. Site will be handed over on an "as is where is basis" to the Selected Bidder(s) upon fulfillment of conditions of award within the stipulated time as described in above V.
- b. If the Concessionaire fails to complete the conditions of award which are prerequisite for handing over of site, actual handing over of sites shall only be done after completion of all conditions of award.

VII. Gestation Period:

Gestation period of 120 days reckoned from the date of issue of Security Clearance. The Selected Bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.

E-TENDERING GUIDELINES TO THE BIDDERS

E-tendering guideline to the bidder should be kept as per circular/instruction issued by competent authority time to time

INTRODUCTION

1.1 Background

1.1.1 Airports Authority of India ("**Authority**"), established under Airports Authority of India Act, 1994, is a Category-I Mini-Ratna Public Sector Enterprise. The Authority is mandated under the Airports Authority of India Act, 1994 to, *inter alia*, manage the airports, civil enclaves and the aeronautical communication stations efficiently (other than airports and airfields belonging to, or subject to the control of, any Armed Force of the Union). The Authority, in its persistent efforts to provide world-class infrastructure and services to stakeholders, has been endeavoring to excel amongst its global peers by undertaking various initiatives.

As one of the initiatives, the Authority has decided to undertake an open Global competitive bidding process in accordance with the procedure set out herein for the purpose of selecting an entity or entities who will be responsible to provide the Ground Handling Facilities and Ground Handling Services at AAI managed Airports ("**the Project**"), in accordance with this RFP and the Concession Agreement (as defined below).

For the purpose of this RFP, Authority means Airport Director, <name of airport> wherever mentioned.

1.1.2 The Authority intends to qualify and short-list eligible Bidders (the "**Qualified Bidders**") who have the Technical and Financial Capacity as specified in Clause 2.2.2 and Clause 3.2. The Financial Bids of only the Qualified Bidders will be opened for evaluation in accordance with this RFP. The Bidders to whom the Project is awarded ("**Selected Bidders**") shall incorporate a special purpose vehicle (SPV) under the (Indian) Companies Act, 2013 (the "**Concessionaires**") within 30 (thirty) days from the date of issue of LOIA. The SPV is to be registered in the respective city where awarded Airport is located. The Concessionaires shall be responsible for implementing the Project in accordance with the agreement (the "**Concession Agreement**") to be entered between the Concessionaire and Authority in the form provided as part of the Bidding Documents pursuant hereto.

- a. The term of the Concession Agreement shall be for a period of 10 (ten) years from the COD (as defined in the Concession Agreement).
- b. The Concession Agreement sets forth the detailed terms and conditions for implementation of the Project, including the scope of the Concession, rights and obligations of the Authority and the Concessionaire in respect of the Project (s).

1.1.3 The Concessionaire shall be required, *inter alia*, to provide the Ground Handling Facilities and Ground Handling Services thereof in accordance with the terms of the Concession Agreement, terms of this RFP and other applicable laws.

1.1.4 The Authority will provide the land and/or space, as per the terms defined in the Concession agreement, to the Concessionaire(s) to establish the Ground Handling Facilities at its own cost.

- 1.1.5 The Concessionaire shall pay to the Authority, on monthly-basis, a fee in accordance with the Concession Agreement and Clause 3.4 in this RFP. **The Premium paid should be excluding GST.**
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the draft Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, Concession Agreement and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4.1 for submission of Bids (the "**Bid Due Date**").
- 1.1.8 **NON-EXCLUSIVE CONCESSION:**
The grant of Concession to the Concessionaire shall be on a non-exclusive basis, to provide Ground Handling Services at the Airport as set out above. At any time during the Concession Term, the Authority may enter into other agreement(s) with other parties for providing Ground Handling Services. It is understood and agreed that nothing in the RFP or the Concession Agreement is to be construed to grant or authorize the granting of an exclusive right to the Concessionaire.
- 1.1.9 The tariff for Ground Handling Services ("**Ground Handling Tariff Cap**") shall be approved from MoCA in case of Non-Major Airports and AERA for Major Airports. For avoidance of doubt, it is clarified that in the event a Non-Major Airport is notified as a Major Airport, the Ground Handling Tariff Cap shall be the tariffs as determined by AERA.
- 1.2. Brief Description of the Airport**
- 1.2.1. The Bids are invited for <name of airport> airport, defined in as per Schedule II of this RFP.
- 1.2.2. The details of Airport are available on the website of AAI. Bidders are advised to conduct their own independent assessment of the Project (s).
- 1.2.3. The number of Concessionaires to be appointed, at <name of airport> Airport, as part of this bid process is provided in Schedule II of this RFP. The Authority, however, reserves the right to increase or decrease the number of Concessionaires to be appointed at <name of airport> Airport.

1.3. Brief description of Bidding Process

- 1.3.1. The Authority has adopted a single-stage bidding process (the Technical cum Financial Bid) (the "**Bidding Process**") for selection of the Bidder (s) for award of the Project. The E-Bid documents indicating full details of the Concession can be seen in the e-tender documents uploaded on the E-tendering Portal.
- a) The bids shall be submitted only on the E-Tendering Portal.
 - b) The bids shall not be accepted in any other form.
 - c) The e-tendering process is online at E-Tendering Portal.
 - d) Bidders are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at E-Tendering Portal.
 - e) Clarification needed, if any, may be sent through E-Tendering Portal only.

Note:- The tendering portal (which will be used for tender) and their related clauses shall be amended as per circular/instruction issued time to time>

- 1.3.2. Bidders are required to make payment of a non-refundable Tender fee ("Tender Fee") of Rs. <as per applicable manual> plus applicable GST, by way of online transfer through the payment gateway on the CPP portal (Refer Appendix 13 for operational procedure). The Bidders shall ensure that the net credit in the Authority's account shall be for an amount equal to the Tender fee plus GST @18%. Any applicable bank charges and/or portal charges shall be borne by the Bidder. The Authority shall not be responsible or liable for any delay in credit of such payment made by the bidder. Bid without payment of Tender Fee will not be accepted.
- 1.3.3. The Bidders are being called upon to submit their technical and financial capacity details (**Technical Bid**) and financial proposals (**Financial Bid**) (Technical Bid and Financial Bid shall collectively referred as "**Bid**") in accordance with the terms specified in this RFP and other documents provided by the Authority. Upon completion of evaluation of Financial Bids, the Qualified Bidders will finally be ranked in descending order and subject to clause 3.5 (Electronic Forward Bidding). The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 1.3.4. The Bidder shall pay Bid Security for Airport by way of online transfer through the payment gateway on the CPP portal (Refer Appendix 13 for operational procedure) or Bid Security in the form of a Bank guarantee as per format specified in Annexure 2, ("Bid Security"), refundable no later than 180 (one eighty) days from the Bid Due Date, except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Security Deposit under the Concession Agreement. The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date plus claim period of 60 (Sixty) days and may be extended as mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

The amount of Bid Security is given in the table below:

Bidder is submitting bid for:	Amount of bid security
<name of airport> Airport	Rs. <as per applicable manual>

The Bid Security for Airport is to be submitted by way of online transfer through the payment gateway on the e-tendering portal (Refer Appendix 13 for operational procedure) or in the form of a bank guarantee and the original copy of the Bid Security is to be submitted in an envelope at the office of <address to be inserted> between 1000 hrs to 1700 hrs IST at the address provided in Clause 1.6, within 5 (five) working days after the Bid Due Date.

In the event, the Bid Security is not submitted by a Bidder as mentioned above, then the Bid of such Bidder(s) shall be rejected considering it as non-responsive and their Technical Bid shall not be opened and if opened then it will not be evaluated. The Bidder should submit the scan copy of the bank guarantee on the NIC CPP portal. The Authority shall not be responsible or liable for any delay in credit of such payment made by the bidder.

Further, Bidder will have to comply with the requirement as provided in Appendix 14 with annexure.

For the avoidance of doubt, it is clarified that if the Bidder uploads a copy of the bank guarantee in the NIC CPP portal, however, fails to submit the original bank guarantee or vice versa, the Bid of such Bidder shall be summarily rejected.

1.3.5. The Bid Security and the Tender Fee submitted in form of cash or any other form except as provided in the RFP, shall not be accepted.

1.3.6. During the Bidding Process, Bidders are invited to examine the Project(s) in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the relevant Concession including implementation of such Concession.

1.3.7. Brief description of the bidding process is illustrated below:

a) Bidders meeting the technical & financial eligibility criteria as defined in Clause 2.2.2 shall be considered for further stages of evaluation.

b) "Authority will open the Financial Bid of only the Qualified Bidders shortlisted as per Clause 2.2.2. In financial bid, Bidders are required to offer a **Minimum Annual Guarantee ("MAG") over and above the Minimum Reserve Annual Guarantee (MRAG).**

Airport Name	Minimum Reserve Annual Guarantee (MRAG)
<name of airport to be inserted>	<MRAG to be inserted>

The Bidders will be ranked based on their financial bid.

The Concession terms and other terms are pre-determined, as indicated in the draft Concession Agreement, and the procedure given in clause 3 shall be sole criteria for evaluation of Bids of the Qualified Bidders."

1.3.8 DELETED

1.4. **Schedule of RFP Process**

- 1.4.1. The Authority shall endeavor to adhere to the Bid Process Schedule, as prescribed below. However, all scheduled dates indicated in the Bid Process Schedule are subject to change at the sole discretion of the Authority, without the requirement of any prior notice to the Interested Parties/ Bidders.

S No	Items	Date
1	Published Date & Time	<Dates to be inserted>
2	Download / Sale of e-Bid from NIC CPP Portal	
3	Bid Submission Start Date & Time	
4	Submission of queries related to e-Bid if any, on NIC CPP portal only	
5	Bid Document Download/ Sale End Date & Time	
6	Bid Submission End Date (Bid due date) & Time	
7	Last Date & Time of Submission of original Bid Security as per Clause 1.3.4 & Annexure 8	
8	Tech Bid Opening Date & Time	
9	Financial Bid Opening Date & Time	
10	Forward Bidding Date & Time <to be deleted if not applicable>	To be intimated through e-tendering portal.

1.5. **Deleted**

1.6. **Address for Correspondence**

Any correspondence(s) in relation to submission of Bid Security required under this RFP shall be addressed to:

<address to be inserted>

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. Scope of Application

2.1.1. The Authority wishes to receive Technical and Financial Bid in order to appoint experienced and capable Concessionaire (s) to provide ground handling services at the <name of airport> Airport.

2.2. Eligibility of Bidders

2.2.1. For determining the eligibility of bidders ("**Bidders**") for their qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity (which may be a natural person, private entity, government-owned entity etc.) or a group of at maximum of three entities (the "**Consortium**"), coming together to implement the Project (s). However, no Bidder applying individually or as a member of a Consortium, as the case may be, cannot be a member of another Bidder who is bidding for the same Airport. For avoidance of doubt, a Bidder bidding individually or as a member of Consortium shall not be entitled to submit another bid either individually or a member of Consortium for the same Airport. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this RFP.
- (c) A Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. The Bidder, its Member or Affiliate (or any constituent thereof) and any other Bidder, its Member or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, Member or Affiliate, as the case may be) in the other Bidder, its Member or Affiliate is less than 20% (twenty per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, or a public financial institution referred to in 2 (72) of the Companies Act, 2013 or as amended from time to time.

For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows (aa) where any intermediary is controlled by a person through management control or voting power or otherwise, the entire shareholding held by such controlled

intermediary in any other person ("**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 % (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bids of either or each other; or
- vi. such Bidder, or any Affiliate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Concession.
- vii. such Bidder, its Member or Affiliate (or any constituent thereof) who is bidding for an Airport where AIASL has an ongoing contract to provide Ground Handling Services, and such Bidder, its Member or Affiliate (or any constituent thereof) has shareholding in AIASL.

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, Member or Affiliate, as the case may be) in the AIASL is less than 20% (twenty per cent) of the subscribed and paid up equity share capital thereof.

- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project (s) is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project(s). For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

- (e) A Bidder with foreign ownership of 50% (fifty per cent) or more of its paid-up capital shall be disqualified to bid at Civil Enclaves or joint user defence airfields.
- (f) No Bidder shall be a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier.
- (g) If the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) is an existing or past concessionaires or licensees of AAI or has/ had worked at the AAI airport either through a direct contract with AAI or through a contract with Airlines (for example as non-entity) or any other party (in any capacity whatsoever and not being limited to as a role of a Concessionaire or license at AAI), intends to participate in response to RFP, then the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) should have 'NIL' outstanding dues for the period up to <as per applicable Manual> in respect of all the units of AAI (where the participating tenderer is operating concessions/licenses or had operated concessions/licenses) as on the bid submission date. However, AAI reserves the right to cross check the outstanding dues to rule out any discrepancy and may ask the participating bidders to clear their dues, if any while seeking shortfall documents.

The outstanding dues on differential royalty (Amount payable as per royalty percentage (%) specified by AAI minus (-) Royalty amount @ 13%) in respect of NEEs shall be considered as disputed dues for participation in this GHS tender process as the matter is under adjudication before Hon'ble High Court of Madras. However, in the event of:

- (a) the failure of the Writ Petitions in the Hon'ble High Court of Madras, or
- (b) a decision by Hon'ble High Court of Madras to the effect to pay the disputed amount of royalty to Airports Authority of India by NEEs,
 - before the award of work in the tender process for appointment of GHAs, LOI will be issued only after the recovery of disputed amount of royalty, and
 - in case the decision by Hon'ble High Court of Madras comes after the award of work, the successful Agency in the Tender Process will be allowed to continue to operate and disputed amount will be recovered by AAI by due process of law;

In addition, if the Bidder is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor

having established business with AAI and has outstanding dues payable to the Authority then the Bidder shall not be allowed to participate in the bid.

- a. The Bidder(s) is required to submit a No dues certificate as per Appendix 9A and Appendix 9B. The certificate is to be submitted at the time of bid submission. A Bid without the No dues certificate shall be rejected by the Authority as non-responsive. For avoidance of doubt, any disputed amount which is referred for Dispute Resolution/Arbitration by the Authority shall not be considered as outstanding dues.

In the event of specific order/judgement from the Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues, the adherence of the above condition will be exempted and regulated in accordance with specific orders.

- b. During the intervening period i.e. after the submission of tender and before finalization of award, if any amount is found as outstanding against the First Selected bidder and the Second Selected Bidder, the bidder shall clear such dues (undisputed ones) before award of the license for this purpose, all the bidders shall submit an undertaking along with tenders, as per Appendix 9C.

(h) DELETED

- (i) The Bidder shall be eligible to participate under the extant laws including but not limited to applicable orders issued by the Central Government (including Order No. F/No.6/18/2019-PPD and Order No. P- 45021/112/2020-PP (BE-II) (E-43780) by Ministry of Finance, Ministry of Commerce and Industry, Department of Expenditure, Public Procurement Division dated 23 July 2020, 24 August 2020 and 30 March 2021 and as per amendments from time to time if any). The Bidder, who have beneficial ownership in countries which share land border with India and intend to participate in public procurement in India have to get registered with the competent authority.

- (j) For getting registered with the competent authority the Bidder needs to apply for "Registration" and for "Security Clearance" in the format provided in above mentioned orders. Only those Bidders who have been registered with the competent authority will be allowed to participate in this RFP. The Bidders need to submit undertaking as per Appendix 12.

2.2.2. To be eligible for shortlisting, a Bidder shall fulfil the following conditions of eligibility:

- (A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 7 (seven) years preceding the Bid Due Date, have provided services as set forth in clause 3.2.1.

- (B) Financial Capacity: The Bidder shall have a minimum Net Worth and turnover as set out in Clause 3.2.2.

In case of a Consortium, the combined technical capacity, net worth and turnover of those Members who have and shall continue to have an equity shares of at least 26% (twenty-six per cent) each in the SPV, will be considered; provided that each such Member shall, for the entire Concession Term of the Project (s), hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity of the SPV.

In case of a Consortium, the Net Worth and turnover will be computed as a summation of the Net Worth and turnover respectively of each such Member who has 26% or more share in the Consortium.

- 2.2.3. In case the Selected Bidder is a single entity, then the Selected Bidder shall, at all times, hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire during the Concession Term.

- 2.2.4. Where the Bidder is a single entity, it may be required to form an appropriate special purpose vehicle ("the SPV") incorporated under the Indian Companies Act, 2013 ("the SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (i) the Bid should contain the information required for each Member of the Consortium;
- (ii) members of the Consortium shall nominate one member as the lead member ("**Lead Member**") who shall have an equity shareholding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV during the entire Concession Term. The nomination(s) shall be supported by a power of attorney, as per the format at Appendix 4, signed by all the other Members of the Consortium;
- (iii) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical obligations;
- (iv) an individual Bidder cannot at the same time be member of a Consortium applying for the same Airport. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the same Airport;
- (v) members of the Consortium shall enter into a binding Joint Bidding Agreement, in the form specified at Appendix 5 ("**Joint Bidding Agreement**"), for the purpose of submitting a Bid for the Concession. The Joint Bidding Agreement, is to be submitted along with the Bid, shall, *inter alia*:
 - i. convey the intent to form the SPV with shareholding/ ownership equity commitment (s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all

- the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- ii. clearly outline the proposed roles and responsibilities, if any, of each Member;
- iii. commit the minimum equity stake to be held by each member;
- iv. commit that the Lead Member shall at all times during the Concession Term shall continue to commit to have at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV;
- v. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Concession Term, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity of the SPV; and
- vi. include a statement to the effect that all the Members shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession until the execution of the Concession Agreement; and

except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.5. Any entity which has been blacklisted/barred by the Authority or the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.6. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in Clause 2.2.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and

the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it satisfied with the grounds of such representation and is further

satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.7. In computing the Technical and Financial Capacity of the Bidder/Consortium Members under Clauses 2.2.2 and 3.2, the Technical Capacity, turnover and Net worth of their respective Associates/Affiliates would also be eligible hereunder.

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

2.2.8. The following conditions shall be adhered to while submitting a Bid:

- (a) Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidder may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the Bid submission, Bidder should demonstrate their capabilities in accordance with Clause 3.2; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the Bid requirements to the extent specified herein

2.2.9. The following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 25% (twenty-five per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member; then the Bid of such Bidder or in the event described in sub-clause (b) above, the continued eligibility of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining

such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

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

2.3. Change in Composition of the Consortium

2.3.1. No Change in the composition of a Consortium will be permitted by the Authority once the Bids have been submitted till the selection of the Concessionaire.

2.4. Number of Applications and costs thereof

2.4.1. No Bidder shall submit more than one Bid for a particular Airport. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be, for the same Airport, subject to the provisions of the Clause no- 2.2.1 (c).

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

2.5. Site Visit and verification of information

2.5.1. The Bidders are advised to submit their respective Bids after visiting the Airport site and ascertaining for themselves the Airport site conditions, passenger volumes, annual pax and aircraft movements, growth, aircraft types, location, surroundings, availability of power, water and other utilities, access to the site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them. Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

The following are the contact details of the Nodal officer at Airports:

<name of airport> Airport: <name of officer, designation, M.No., email address>

2.6. Acknowledgement by Bidder

2.6.1. It shall be deemed that by submitting the Bid, each Bidder has:

- i. made a complete and careful examination of the RFP;
- ii. received all relevant information requested from Authority;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 and 2.6.1 (ii) above; and
- iv. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7. Verification and Disqualification

2.7.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.

2.7.2. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.7.3. The Authority reserves the right to reject any Bid, and appropriate the Bid Security, if:

- (i) At any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened & Forward Bidding process has been completed and the First Selected Bidder/Second Selected Bidder gets disqualified / rejected, then the Authority will invite fresh bidding process for selection of First Selected Bidder/Second Selected Bidder as the case may be.

For avoidance of doubt, in case First Selected Bidder is rejected/withdrawn, the fresh tender process will be initiated for First Selected Bidder only and Second Selected Bidder will be selected for the airport as per tender condition and vice versa.

2.7.4. In case it is found during the evaluation or at any time before execution of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the conditions for shortlisting have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Concessionaire either by issue of the LOIA, LOA or entering into of the Concession Agreement, as the case may be, and if the Bidder/ SPV has already been issued the

LOIA,LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable laws.

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

Note:- For Group D airports, the bidders which are single entity shall not be allowed to form SPV and RFP provisions should be modified accordingly.

B. DOCUMENTS

2.8. Contents of this RFP

2.8.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

- Section 1: Introduction
- Section 2: Instructions to Bidders
- Section 3: Criteria for Evaluation
- Section 4: Fraud and Corrupt Practices
- Section 5: Deleted
- Section 6: Miscellaneous

Schedules:

- Schedule I A: Ground handling services
- Schedule I B: Core Ground handling services
- Schedule II: Airport

Annexures:

- Annexure 1: Financial Bid Format
- Annexure 2: Bank Guarantee format
- Annexure 3: Details of Bidders
- Annexure 4: Financial Capacity of the Bidder
- Annexure 4A: Deleted
- Annexure 5 A: Technical Capacity of Bidder
- Annexure 5 B: Certificate from Airlines
- Annexure 5 C: Self Certification from GHS
- Annexure 6: Certificates from Auditor
- Annexure 7: Deleted

Annexure 8: List of Originals documents to be submitted

Appendices:

Appendix 1: Acceptance Letter

Appendix 2: Statement of Legal Capacity

Appendix 3: Power of Attorney for signing of Bid

Appendix 4: Power of Attorney for Lead Member of Consortium

Appendix 5: Joint Bidding Agreement for Consortium

Appendix 6: Format of Affidavit

Appendix 7: Pre-Contract Integrity Pact

Appendix 8: Submission Checklist

Appendix 9A: Undertaking with information on contracts with AAI

Appendix 9B: Format of outstanding dues/ no dues certificate

Appendix 9C: Undertaking related to no dues at AAI airports

Appendix 10: Declaration

Appendix 11: List of near relatives employed in Airports Authority of India

Appendix 12: Undertaking related to the orders issued by Ministry of Finance

Appendix 13: Operational instruction for payment of Tender Fee/
Earnest Money Deposit through CPP portal

Appendix 14: SOP for BG Verification through SFMS of ICICI Bank Annexure 1 of
Appendix-14: Advisory: For applicant and its B.G. Issuing Bank Branch.

Annexure 2 of Appendix-14: Request Letter: Transmission of Bank
Guarantee cover message<to be submitted by applicant to B.G. Issuing
Branch>

2.9 Clarifications

2.9.1 The Bidders seeking any clarification(s) on the RFP may notify the Authority through e-tendering portal only in accordance with Clause 1.4. They should send in their queries before the date specified in the schedule of RFP Process contained in Clause 1.4. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The Authority will publish all the queries and its responses thereto on e-tendering portal only for the benefit of all purchasers of the RFP without identifying the source of queries.

2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question(s) or to provide any clarification(s).

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority and shall not alter the terms of the

RFP.

2.9.4 Any queries or request for additional information concerning this RFP shall be submitted through e-tendering portal only. Any correspondence through E-MAIL or BY POST shall be summarily rejected and will not be accepted for any reason, whatsoever.

2.10 Amendment of RFP

2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarification(s) requested by a Bidder, modify the RFP by the issuance of addenda.

2.10.2 Any addendum thus issued will be posted only on NIC CPP portal.

2.10.3 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English. The 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, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered in evaluation of the Bid. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of bid

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.12.2 The Bid document shall be digitally signed, at any time uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by scanned copy of written power of attorney accompanying the Bid. All the pages/documents of the Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.

2.12.3 DELETED

2.12.4 Information provided by the Bidder must apply to the Bidder.

2.13 Documents constituting the Bids

2.13.1 The Bidder shall submit the Bid in the format specified in Appendix 1, together with the documents specified in Clause 2.13.2.

2.13.2 The Technical Bid shall contain the following documents:

- a. Bid in the prescribed format Appendix-1 along with Annexures and supporting documents;
- b. Statement of Legal Capacity as per the format at Appendix-2;
- c. Power of Attorney for signing the Bid as per the format at Appendix- 3;
- d. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-4;
- e. copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-5;
- f. Tender fee as per Clause 1.3.2;
- g. copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- h. copies of Bidder's duly audited balance sheet and profit and loss account for **<as per applicable manual>**.
- i. Bid Security in the format at Annexure 2;
- j. A copy of the RFP and the Concession Agreement with each page initialed by the authorized person;
- k. Self-attested copies of the PAN card, GST registration of Bidder/Lead Member. In case any or all the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the Bidder;
- l. Declaration in respect of near relatives working in AAI, as per Appendix 11; and
- m. signing the Bid in pursuance of the Power of Attorney referred to in hereinabove.

2.13.3 The Bidder shall submit the Financial Bid (the "Financial Bid") in the format uploaded on CPP portal (format provided for reference under Annexure 1).

2.13.4 Bids submitted by physical, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Bid Due Date

2.14.1 Bid should be submitted by the Bidder at e-procurement website not later than the time specified on the prescribed date (as the server time displayed on the e-procurement website). The Authority, may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15 Late Bids

2.15.1 Bids received by the Authority after the specified time on the Bid Due Date shall not

be eligible for consideration and shall be summarily rejected. The Authority will not be responsible for any delay in receipt of Bids.

2.15.2 Once the Bid submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during Bid submission process.

2.16 Modifications/ substitution/ withdrawal of Bids

2.16.1 At any point of time, a Bidder can withdraw his/her Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-tendering portal. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected Bid.

2.16.2 No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of e- bid validity. Withdrawal of a Bid during this interval shall result in the forfeiting of Bidder's Bid security.

2.16.3 The Bidder can re-submit his/her Bid as when required till the Bid submission end date and time. The Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised Bid and the new Bid submission summary generated after the successful submission of the revised Bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-tendering portal. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised Bids documents.

2.16.4 The Bidder can submit their revised Bids as many times as possible by uploading their Bid documents within the scheduled date & time for submission of Bids.

2.16.5 No Bid can be resubmitted subsequently after the deadline for submission of Bids.

2.17 Validity of Bids

- 2.17.1 Bid shall remain valid for 180 days (the "Bid Validity") from the Bid Due Date. A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- 2.17.2 In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

D. EVALUATION PROCESS

2.18 Opening and Evaluation of Bids

- 2.18.1 The Authority shall open the Technical Bids, on the prescribed date and time of opening at <address to be inserted>. In the event of the specified date Bid opening declared a holiday for the Authority, the Bids shall be opened at the appointed time and place on the next working day.
- 2.18.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.18.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in Clause 3.2.
- 2.18.4 The Bidders are advised that selection of Bidder will be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that no explanation(s) or justification(s) on any aspect of the Bidding Process or selection will be given.
- 2.18.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, officials, successors or assigns, but shall be binding against the Bidder if the Concession is subsequently awarded to it on the basis of such information.
- 2.18.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons. The Tender Fee shall be non-refundable in all circumstances.
- 2.18.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information/document from further evaluation.
- 2.18.8 In an event, the Bidder furnishes false information or a material misrepresentation, the Bid submitted by the Bidder is liable to be rejected at any stage, in accordance with the provisions set forth in Clause 2.7 and the Authority is free to take any other action as it deems fit including forfeiture of Bid security

2.19 Confidentiality

2.19.1 Information relating to the examination, clarification(s), evaluation, and recommendation(s) for the shortlisted Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.20 Test of Responsiveness

2.20.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid for each Group shall be considered responsive if:

- a. it is received as per format at Appendix 1
- b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14;
- c. it is accompanied by the Bid Security as specified in Clause 1.3.4
- d. it is accompanied by the Power of Attorney as per format in Appendix 3 and in the case of a Consortium, the Power of Attorney as per format in Appendix 4;
- e. it contains scanned copy of the Bid Security;
- f. it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Concession, as stipulated in Appendix 5;
- g. it is accompanied by an affidavit as per the format in Appendix 6;
- h. it does not contain any condition or qualification; and
- i. it is non-responsive thereof.
- j. It is accompanied by the Pre-contract Integrity Pact as per the format in Appendix-7.

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

2.21 Clarifications

2.21.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be via E-tendering Portal.

2.21.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application

is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. Qualification & Bidding

2.22 Shortlisting and notification

2.22.1 Upon the completion of Forward Bidding, the Authority would announce Two Selected Bidders (subject to condition of RFP for selection) for the Airport who will be granted the Concession for providing ground handling services. At the same time, the Authority shall not be bound to notify the other Bidders that they have not been shortlisted. The Authority will not entertain any query(s) or clarification from Bidders who fail to be selected.

2.23 Proprietary data

All documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.24 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3 CRITERIA FOR EVALUATION

3.1. Evaluation parameters

3.1.1. Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.2. Technical and Financial Capacity for purpose of evaluation

3.2.1. Technical Capacity for Purpose of evaluation

Subject to the provision of Clause 2.2, the following category of experience will qualify as eligible experience:

I. To bid Airport listed in Schedule II

In the preceding 7 (seven) years from the Bid Due Date, the Bidders should have at least <period as per applicable manual> experience in providing <numbers of core ground handling services, as per applicable manual> core ground handling services (as defined in Schedule I B) with scheduled international flights/domestic flights. For avoidance of doubt, Bidder may showcase experience of providing Core Ground Handling Services through multiple set of airlines. For clarification, the Bidder might have undertaken some set of activities through one airline and balance set of activities through other airlines. Cumulatively the bidder should be able to showcase <number of core ground handling services, as per applicable manual> the Core Ground Handling Services through multiple airlines.

Bidder shall submit duly signed Standard Ground Handling Agreement or Ground Handling Agreement with scheduled international flights/domestic flights to showcase provision of above-mentioned services in the last 7 years. In addition, Bidder shall submit a letter from the Airlines as per the Annexure 5 B. In case, Bidder needs to show experience of services performed for an airline which has ceased operations, the Bidder can provide duly signed SGHA or GHA and self-certified letter as per Annexure 5C along with the proforma.

Only duly filled proforma with mapping from SGHA will be considered for evaluation, if <number of sub-services as per applicable manual> sub-services listed under the 7 core services as per Schedule 1B of the RFP is not provided on experience certificate from the airlines. A separate proforma for each airlines is to be provided.

Agency has to provide SGHA with Airlines in the documents. If non-disclosure clause is applicable then bidder can mask the rates and the relevant clauses while submitting the SGHAs.

It is hereby clarified that each Bidder must showcase their experience of undertaking <number of services as per applicable manual> core ground handling services mentioned in Schedule 1B for a period of at least 36 months in the past 7 years. It is further clarified that Bidder must showcase some experience of providing <number of services defined as sub category as per applicable manual> as a sub-category under these Seven Core Ground Handling Services of scheduled international flights/domestic flights; however, the sum total of the experience in these sub-categories should be at least 36 months cumulatively.

II. In addition to experience listed in Clause 3.2.1 (I), Bidder should: have signed Standard Ground Handling Agreement ("SGHA") with scheduled international airlines in preceding 7 (seven) years from the Bid Due Date wherein, Bidder should have experience of providing <number of sub-category as per applicable manual> sub-categories defined under the seven Core Ground Handling Services handling to scheduled international airlines' <Type of aircraft i.e wide/narrow as per applicable manual> body aircraft.

For avoidance of doubt, Bidder needs to provide evidence of providing <number of core ground handling services as per applicable manual> Core Ground Handling Services to <Type of aircraft i.e wide/narrow as per applicable manual> body aircrafts of scheduled international airlines. Bidders can showcase the experience of providing <number of core ground handling services as per applicable manual> Core Ground Handling Services to one airline or it can showcase providing different services listed under Core Ground Handling Services to multiple airlines. To be eligible, Bidder has to showcase experience of providing <number of core ground handling services as per applicable manual> of the service listed under the Core Ground Handling Services, cumulatively across multiple airlines.

Bidder is required to submit letter from each airline (as per Annexure 5B) along with copies of duly signed SGHA. In case, Bidder needs to show experience of services performed for an airline which has ceased operations, the Bidder can provide duly signed SGHA and self-certified letter as per Annexure 5C along with proforma. In case, Bidder needs to show experience of services performed for an airline which has ceased operations, the Bidder can provide duly signed SGHA or GHA and self-certified letter as per Annexure 5C.

Note:- For Group D airports clause 3.2.1 is not applicable

3.2.2. Financial Capacity for purposes of evaluation

- (i) To be eligible, the annual turnover should be Rs. <as per applicable manual>. The financial Turnover of the company will be considered in any one of the last three financial years i.e. from the date of publication of RFP excluding FY 2020-21 & FY 2021-22 due to pandemic.

The Net worth should not be Negative at the close of the preceding financial year and also should have not eroded by more than 30% in the last three years at the close of

preceding financial year excluding FY 2020-21 & FY 2021-22 due to pandemic, duly certified by chartered accountant/statutory auditor.

The Bidder shall enclose with its Bid certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the financial year <financial year to be inserted>, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of the Clause 3.2.2 (ii).

- (ii) For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the aggregate value of the paid-up share capital and all reserves created out of profits and security premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

(iii) Unique Document Identification Number (UDIN) for documents provided against Financial Capacity shall be provided in the certificate issued by Chartered Accountant (as applicable).

3.3. Shortlisting of Bidders

- 3.3.1. The Bidders who are qualified in the Technical Bids would then be invited for the opening of the Financial Bids.

3.4. Financial Bid

- 3.4.1. Each Concessionaire operating at the Airport(s) is required to calculate the Revenue Share ("Revenue Share") as:
 - a. <as per applicable manual> of the Actual Gross Revenue from Scheduled Domestic Passenger Flight.
 - b. <as per applicable manual> of the Actual Gross Revenue from Users other than Scheduled Domestic Passenger Flights and RCS flights; and
 - c. <as per applicable manual> for RCS flights

Revenue share for RCS flights will be revised to applicable rates for respective categories of Users as mentioned in clause 3.4.1 in case the flights are no longer covered under the Regional Connectivity Scheme.

- 3.4.2. The Bidder is required to quote **Minimum Annual Guarantee** ("MAG") ("**over and above the MRAG**") will be used only if MRAG is discovered at airport) as the financial bid ("Financial Bid") as per the format provided in Annexure 1.
- 3.4.3. The **Financial Bid** shall be furnished in 'MS excel – BOQ' file as uploaded on CPP portal (in the format provided, for reference, in Annexure 1 hereto), clearly indicating the MAG in both figures and words and upto 2 (two) decimal points. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Bid shall be submitted by each Bidder online on the e-tendering portal only.

3.4.4. The <number of bidder> Bidder will be selected as per process defined in clause 3.5. The Selected Bidders shall incorporate a special purpose vehicle under the (Indian) Companies Act, 2013.

3.4.5. Concessionaire (s) would be required to pay maximum of the MAG or Revenue Share for that year ("Premium"). **MAG will be escalated at 20% on completion of every five years.**

For the avoidance of doubt, at the beginning of 6th year the quoted MAG will be escalated to 20% and the concessionaires will pay maximum of Revenue Share or escalated MAG.

Note: Component of MAG, MAG and/or Premium shall not be considered as a pass-through expenditure for the purpose of determination of tariff under the extant AERA regulatory framework. The pass-through component for tariff determination shall be limited to the Revenue share determined by using the percentages defined in Clause 3.4.1.

3.4.6. DELETED

3.4.7. For avoidance of doubt, illustration is provided for the both first and second selected bidders.

- Revenue share from Actual Gross revenue earned from Users other than Scheduled Domestic Passenger Flight is <as per applicable manual>
- Revenue share from Actual Gross Revenue earned from Scheduled Domestic Passenger Flight is <as per applicable manual>.
- Note:- For Group C & D the Actual Gross Revenue from Scheduled Domestic Passenger Flight will be 5%. Hence calculation in illustration will be calculate accordingly.
- Both the selected bidders shall form an SPV for the execution of the Concession Agreement (SPV_A & SPV_B). The illustration given below will be applicable on both the bidders.
- The following table provides profile of the revenue share to be paid by the SPV_A & SPV_B)
- Every year, the revenue share paid by SPV_A & SPV_B shall be calculated as maximum of either the MAG or the revenue share calculated as a fixed percentage (*as defined in the bid documents*) of revenue earned in that year.

Year	Year 1	Year 2	Year 3
Revenue of SPV _A & SPV _B from Users other than Scheduled Domestic Passenger Flight (R _{IA})	300	200	320
Revenue share from the Actual Gross revenue earned from Users other than Scheduled	45	30	48

Domestic Passenger Flight ($15\% * R_{IA} = R_{SIA}$)			
Revenue of SPV _A & SPV _B from Scheduled Domestic Passenger Flight (R_{DA})	50	80	100
Revenue share from the Actual Gross revenue earned from Scheduled Domestic Passenger Flight ($3\% * R_{DA} = R_{SDA}$) Note:- For Group C & D the Actual Gross Revenue from Scheduled Domestic Passenger Flight will be 5%.	1.5	2.4	3
MAG _A	50 (this is the quoted bid by the Selected Bidder A)	50 (this is the quoted bid by the Selected Bidder A)	50 (this is the quoted bid by the Selected Bidder A)
Total Revenue share calculated basis % defined in clause 3.4.1 ($TR_A = R_{SIA} + R_{SDA}$)	46.5	32.4	51
Premium to be paid (R_{PA}) Max (MAG _A , TR _A)	Max (50, 46.5) = 50	Max (50, 32.4) = 50	Max (50, 51) = 51

Please note that the above is for illustration purposes. The format for reporting the financial and other data will be governed by the Concession Agreement.

3.4.8. MAG for the year, will be divided by twelve to arrive at **Minimum Monthly Guarantee** ("MMG"). Likewise, Monthly Revenue Share shall be the revenue share calculated every month by applying respective revenue share percentages as per Clause 3.4.1 on monthly revenue earned by the Concessionaire. On the date of the COD, the Concessionaire shall pay MMG to the Authority. By the 5th day of every month following the month of COD, Concessionaire will pay the MMG to the Authority. Reconciliation of cumulative MMG and Monthly Revenue Share for three months shall be undertaken by the 15th day of the fourth month. Concessionaires would be required to pay cumulative positive difference for the three months, if any to the Authority by 15th day of the fourth month.

By the 15th day of the close of each year, reconciliation of cumulative MMG and Monthly Revenue Share for the entire year shall be undertaken. Authority or the Concessionaire, as the case may be, would be required to pay the amount such that the Concessionaire is liable to pay higher of the MAG or the Revenue Share calculated for the entire year.

Following is the illustration for clarity:

- Suppose a Concessionaire wins the contract and achieves COD on 29th October 2022. The MAG quoted by the Concessionaire is Rs. 120 crore, then the MMG for the first year will be $120/12 =$ Rs. 10 crores. The first instalment of MMG will be paid on 29th October 2022. By 5th day of next month, Concessionaire will pay Rs. 10 crores to the Authority. This amount is to be paid irrespective of the actual monthly revenue.

Month	% Revenue share calculated as per 3.4.1 (cr)	MMG (cr)	MMG paid to Authority (cr)	Positive amount to be paid by Concessionaire at reconciliation (cr)
October	Rs. 8	Rs. 10	Rs. 10	
November	Rs. 5	Rs. 10	Rs. 10	
December	Rs. 15	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 28	Rs. 30		0
January	Rs. 12	Rs. 10	Rs. 10	
February	Rs. 10	Rs. 10	Rs. 10	
March	Rs. 15	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 37	Rs. 30		Rs. 7
April	Rs. 5	Rs. 10	Rs. 10	
May	Rs. 6	Rs. 10	Rs. 10	
June	Rs. 10	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 21	Rs. 30		0
July	Rs. 12	Rs. 10	Rs. 10	
August	Rs. 20	Rs. 10	Rs. 10	
September	Rs. 5	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 37	Rs. 30		Rs. 7
RECONCILIATION At end of the year	Rs. 123		Rs. 120	Rs. 14

	Total Amount (cr)
Amount Paid by Concessionaire as MMG (A)	Rs. 120
Positive difference paid by the Concessionaire at time of reconciliation (B)	Rs. 14
Total Amount Paid by Concessionaire (A+B)	Rs. 134
MAG (C)	Rs. 120

Total amount of Revenue share calculated as per % defined in 3.4.1 (D)	Rs. 123
Premium (highest of C or D)	Rs. 123
Amount to be paid by Authority at the time of reconciliation	Rs. 134- Rs. 123= Rs. 11

- After every three months, there will be reconciliation of the amount and the any positive difference will be paid by the Concessionaire. At the end of the year, the total amount will be reconciled. In case any amount is recovered over and above the Premium by the Authority, such amount shall be readjusted without any interest in the next MMG payment(s) by the Concessionaire to the Authority. At the time of termination of the Agreement for whatsoever reason, the Authority shall pay back such amount without any interest and after any adjustments of any other payments or Damages, as the case may be, that are due on Concessionaire.

Bidders to note that a joint venture or a subsidiary of the AI Assets Holding Limited will not be liable to provide any Minimum Annual Guarantee at any of these Airports. This condition shall continue to apply for 84 months from the date a joint venture or a subsidiary of the AI Assets Holding Limited ceased to be a subsidiary or a JV of Public Sector Undertaking.

3.5. Selection of Bidder

3.5.1. After opening of Financial Bid, Bidders would be ranked from highest to lowest on the basis of the Minimum Annual Guarantee quoted (MAG) over and above of MRAG. Highest MAG quoted by the Qualified Bidder will be displayed as a base price for Forward Bidding.

3.5.2 Electronic (Online) Forward Bidding

3.5.2.1:- Forward Bidding will be conducted after the opening of the Financial Bid. Highest Quoted MAG will be displayed in INR as a base price for Forward Bidding. Highest Quoted MAG shall be visible to the Qualified Bidders (Bidder's details shall not be available at this stage to anyone). System will generate comparative chart; it will show to the Qualified Bidders quoted rate in the Financial Bid.

3.5.2.2:- In case of submission of erroneous or incorrect Financial Bid which led to the rejection of the Bid, Financial Bid submitted by the Qualified Bidders will also be summarily rejected even if the Qualified Bidders participated in Forward Bidding after opening of Financial Bid.

3.5.2.3:- Forward Bidding will be conducted online with Qualified Bidders from their own offices. For training on Forward Bidding, online help shall be available through CPP Portal.

3.5.2.4:- Forward Bidding process will be conducted for a period of one hour

where the Qualified Bidders will be allowed to enhance their respective MAG from the beginning. Thereafter, the MAG shall be enhanced repeatedly.

- 3.5.2.5:- In case any Qualified Bidder submits the price within 5 (five) minutes of closing of Forward Bidding timing, the system will automatically extend the Forward Bidding time to further 15 (fifteen) minutes. All participant Qualified Bidders can enhance the price during this time.
- 3.5.2.6:- If the above situation repeats, i.e. a Qualified Bidder submits price enhancement in last 5 (five) minutes of closing of auction, further 15 (fifteen) minutes extension will be automatically allowed.
- 3.5.2.7:- The number of extensions in Forward Bidding is not restricted. System has the provision to perform auto extension. When auto extension is selected, elapse time can be configured to the required period and it extends without restriction of counts.
- 3.5.2.8:- System will allow the Qualified Bidder to quote between the limit which is decided by (" Minimum Seal Percentage") that shall be defined by the AAI as X percent (%) or fixed incremental amount at the time of Forward Bidding. The value should be in the Multiple of Increment Value mentioned by AAI.
- 3.5.2.9:- The ("Minimum Increment") shall be the minimum amount, a Qualified Bidder has to enhance in order to beat a higher bid. This shall only be in 'absolute value' fixed by AAI and will be available as "Incremental value" in e-Forward 'Basic Details' window. This minimum increment may be decided by the AAI and that can be defined at the time of auction creation.
- 3.5.2.10:- After Forward Bidding end time, system will generate price comparative chart, which will show the names and rates of Qualified Bidders. Highest MAG quoted bidder shall be the "First Selected Bidder" and the Second highest MAG quoted Bidder shall be the "Second highest Bidder" only the Second Highest quoted MAG bidder shall be invited to match the MAG of First Selected Bidder. If the Second Highest Bidder fails to match the bid of First Selected Bidder then the Authority will select only One concessionaire i.e First Selected Bidder and for Second Selected bidder, Authority rejects or annuls all the Bids. If Second Highest Bidder match the bid of First Selected Bidder then the bidder will be the Second Selected Bidder.
- 3.5.2.11:- The MAGs received in the Forward Bidding shall be final and shall be inclusive of all costs except GST as per the published BoQ. No extra

amount on any count for the published BoQ shall be agreed.

3.5.3 DELETED

3.5.4 DELETED

3.5.5 In the event that the First Selected Bidder or Second Selected Bidder or both withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority annul the bidding process for the position the bidders selected has withdrawn or both as the case may be.

3.5.6. DELETED

3.5.7. DELETED

3.5.8. DELETED

3.5.9. After selection, a Letter of Intent to Award (“**LOIA**”) shall be issued, in duplicate, by the Authority to the Selected Bidders. The Selected Bidders shall, within 10 (Ten) days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the LOIA duly signed by the Selected Bidders is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOIA.

3.5.10. After acknowledgement of the LOIA as aforesaid by the Selected Bidders, it shall fulfill the conditions set forth as below:

Particulars	Timelines
Formation of SPV	The agency has to make an application to the O/o Registrar of Companies within 07 working days of issuance of LOIA and form the SPV within 30 days from the date of issue of LOIA. In case of delay in application and formation of SPV, the delay period will be deducted from gestation period.
Submission of Security Deposit	45 days from LOIA
Security Clearance	The agency has to make an application in the e-sahaj portal of BCAS within 07 working days after formation of SPV and obtain security clearance within 120 days from the date of issue of LOIA.
Issuance of LOA	LOIA will be deemed to be LOA after obtaining security clearance.
Signing of Concession Agreement	15 days from Issue of LOA

(Effective Date)	
Allocation of Ground Handling Site (Commencement Date)	15 days from signing of the Concession Agreement
Application to AERA for approval of Tariff	15 days from signing of the Concession Agreement
Commencement of Ground Handling Operation (COD)	120 days from date of Security Clearance

The Selected Bidders shall procure all necessary security clearances under Applicable Laws, within the time specified in this clause. In case the Selected Bidders fail to obtain the security clearances as per the time specified, the Authority, at its discretion, reserves the right to extend the period for obtaining necessary security clearance (“Additional Extensions”), provided, the Selected Bidders provide reasonable justification for not being able to obtain such security clearances for reasons beyond its control. In the event, the Selected Bidders fail to procure security clearances even after such Additional Extensions, the Authority may annul the bid process and invite fresh tender. The Authority also reserves the right to forfeit the Security Deposit of the Selected Bidder who is unable to obtain the necessary security clearance even after such Additional Extensions.

3.6. Contacts during Bid Evaluation

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

4 FRAUD AND CORRUPT PRACTICES

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

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent,

engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

“corrupt practice” means:

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);or
- (ii) save and except as permitted under Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Concession or the LOIAA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Concession;

“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“undesirable practice” means

(i). establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

(ii). having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 Deleted

6. INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app> or other tendering portal as per circular/instruction issued from time to time.

REGISTRATION

Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) or other tendering portal as per circular/instruction issued from time to time by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.

The bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built-in in the CPP Portal, to facilitate bidders' search for active Bids using several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the Bids they are interested in, they may download the required documents / tender schedules. These Bids can be moved to the respective 'My Tenders / My Bids' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case of any corrigendum issued to the tender document.

The bidder should make a note of unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

The bidder should, of its own accord, take into account any corrigendum published on the tender document before submitting their bids.

Please go through this tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid additional time and effort required to upload the same set of standard documents which are required to be submitted as a part of every bid, a provision to upload such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

The bidder should log into the site well in advance for bid submission so that they can upload the bid on time i.e. at or before the bid submission time. Bidder will be responsible for any delay due to other reasons.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

The bidder has to pay the tender fee online on the portal as per details given in Appendix 13 of this RFP. Bidder can also pay Bid Security through online on the portal as per details given in Appendix 13 of this RFP as applicable and enter details of the instrument.

In case bidder is not making payment of EMD/Bid Security through online on the portal, the bidder should prepare the EMD/Bid Security as per the instructions specified in the tender document. The original BG of EMD/Bid Security should be posted/couriered/delivered in person to the concerned official on or before the date and time specified in the tender documents. The details of the BG (Bank Guarantee) physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, failing which the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled in by all the bidders. Bidders are required to download the BOQ file (which is an excel file), open it and fill in the white colored (unprotected) cells with their respective

financial quotes. No other cells should be changed. Once the details have been completed, the bidder should save the filled in file and submit it online, without changing the filename.

If the BOQ file is found to be modified by the bidder, the bid will be rejected. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

The uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid and all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

PASSWORD MAINTENANCE

The length of the password should be between 8 to 32 characters

The password should contain any English lowercase and uppercase (a-z and A-Z) characters.

The password must contain at least one number between 0-9.

The password must contain at least one special character from these [! @ # \$ ^ * _ ~]

Sample password: Admin123\$, India2000#, etc.

ABOUT DSC

Digital Signature Certificates (DSC) are the digital equivalent (i.e. electronic format) of physical paper certificates. Just as physical documents are signed manually, electronic documents, for example e-forms, are required to be signed digitally using a Digital Signature Certificate. Transactions that are done through the Internet, if signed using a Digital Signature certificate become legally valid.

Bidders are required to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 certificates are valid for e-tendering purpose.

The Certifying Authorities are authorized to issue a Digital Signature Certificate with a

validity of one (or) two years. The maximum period for which the DSC may be issued is two years. On the expiry of the term, the Digital Signature Certificate may be revalidated by paying the required fees.

Digital Signatures are legally admissible in a court of law, as provided under the provisions of the Indian Evidence Act, 1872.

Digital Signature Certificate (DSC) is not required for Companies but for individuals. For example- the Director or the Authorized signatory signing on behalf of a Company requires a DSC.

Bidders shall ensure that DSC should be issued in the name of the Authorized Signatory as per Power of Attorney only and same shall be used for submission of Bid

Each user logs in to the tender site through the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if the wrong password is given many times successively.

DSC PROVIDERS FOR PRIVATE FIRMS

A licensed Certifying Authority (CA) issues digital signature certificates. Certifying Authority (CA) is an authority that has been granted a license to issue a digital signature certificate under Section 24 of the Information Technology Act 2000.

Vendors such as TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) issue DSCs for bidders. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

SYSTEM REQUIREMENTS

Windows XP with latest service pack
Loaded IE 7.0 or above
Loaded JRE 1.6 or above
Antivirus Software with latest definition.
Internet connectivity
Scanner to scan the documents if required
Printer and PDF Creator.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the BID Inviting Authority for the tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact:

Mobile Numbers: +91 7878007973 Note: (Numbers shall be checked at the time of tender)

7. MISCELLANEOUS

- 7.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i). suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii). consult with any Bidder in order to receive clarification or further information;
 - (iii). shortlist or not to shortlist any Bidder and / or to consult with any Bidder in order to receive clarification or further information;
 - (iv). retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (v). independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.4. Ensure and procure that the vendor comply with all applicable permits and applicable laws including all applicable Labour Laws in the performance by them of any of Concessionaire's obligation under agreement.
- 7.5. In the scenario where post disinvestment of a joint venture (or subsidiary) of AI Assets Holding Limited, the new private entity taking over the joint venture (or subsidiary) of AI Assets Holding Limited or any entity where this new private entity has direct or indirect or common share holding of more than 20%, will not be allowed to participate in this bid.

In the scenario where the disinvestment of a joint venture (or subsidiary) of AI Assets Holding Limited is undertaken post or during the award of this Concession, then the Selected Bidder or the Concessionaire (in case of conflict with entity taking over

the joint venture (or subsidiary) of AI Assets Holding Limited) selected for any AAI airport through the tender(s) would have to forgo or terminate this agreement under the provision provided in the Concession Agreement.

SCHEDULE I A - GROUND HANDLING SERVICES

RAMP HANDLING

1. Aircraft Handling

- a. Attendance
- b. Marshalling
- c. Parking
- d. Starting
- e. Safety measures
- f. Moving of aircraft
- g. Mooring of aircraft
- h. Ramp to flight deck communication

2. Aircraft Servicing

- a. Liaison for fueling and defueling
- b. Liaison with suppliers for replenishing of oil and other fluids
- c. Cabin Equipment
- d. Routine & Non-Routine Services
- e. Cooling and heating
- f. Storage of cabin material

3. Aircraft Cleaning

- a. Exterior cleaning
- b. Interior cleaning
- c. Toilet service
- d. Water service

4. Loading and Unloading

- a. Loading and unloading of passenger baggage
- b. Transshipment of passenger baggage
- c. Operation of loading/unloading equipment
- d. Position and removing of passenger stairs/bridges
- e. Emplane/deplane passengers
- f. Break/make-up of baggage

- g. Bussing of passengers/crew
- h. Bulk loading/unloading of baggage
- i. Catering ramp handling
- j. Load control
- k. Communication
- l. Flight operations
- m. Crew administration

5. Cargo handling services at Airside (excluding Cargo Terminal/Warehouse Activities; Cargo Terminals/Warehouse will include Domestic Air Cargo Terminal, International Cargo Terminal, Courier, Transit/Transshipment terminal and Cold Storages etc.)

- a. Loading, off-loading, export, import and transshipment cargo to/from the aircraft.
- b. Post office mail handling services
- c. Operate/provide/arrange essential equipment for handling of cargo
- d. Transshipment of cargo
- e. Bulk loading or unloading to/from aircraft
- f. Customs control
- g. Documentation handling
- h. Physical handling outbound/inbound at ramp side
- i. Transfer/ transit cargo
- j. Courier cargo handling at airside
- k. Palletisation or containerisation of cargo only at ramp side
- l. Break-up or Make-up of cargo container or unit load device only at ramp side

6. Support Services

- a. Accommodation
- b. Automation or Computer systems
- c. Unit load device control
- d. Ramp fueling or defueling operations
- e. Surface transport
- f. Catering services – liaison and administration

Traffic Handling

1. Terminal Services

- (a) Handling documents and load control
- (b) Passenger and baggage handling at the airport terminals
- (c) Traffic services at the airport terminals including passenger check-in

2. Flight Operations

- (a) Inform the carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility
- (b) Flight preparation at the airport of departure
- (c) Flight preparation at a point different from the airport of departure
- (d) In-flight assistance
- (e) Post flight activities
- (f) In-flight re-dispatch
- (g) Communication system association with ground handling
- (h) Material handling

3. Surface Transport

- (a) Arrangement for the transportation of passengers/ baggage and cargo between separate terminals at the same airport
- (b) Arrangements for passengers or crew transport together with their baggage between airport and city or other agreed points

4. Representational Services

- (a) Liaison with local authorities
- (b) Information to interested parties, movement of carrier aircraft
- (c) Disbursement of payment on behalf of the carriers at all airports
- (d) Supervision and administration services

Note: The services of the Ground Handling Agencies (GHAs) will be confined to the air side/ramp area only and out of Air Cargo Terminal. The Air Cargo Terminal Operator will undertake air cargo handling services within the air cargo terminal by appointment of different agencies other than GHAs appointed by the Airport Operator or as per local arrangement.

As far as Import/Domestic Inbound/Inbound transshipment cargo handlings are concerned, the GHS agency shall transfer the cargo from air side tarmac to the designated handshaking point and then hand over to the respective air cargo terminal operator on behalf of the airlines and subsequently remove all the empty ULDs to the

designated area for their use in Ramp area. The appointed GHS will ensure Deposit of International Air Cargo within the Customs stipulated time to the Air Cargo Custodian.

Similarly, the GHS agency will assume taking over of the export/outbound domestic/outbound transshipment cargo from the designated handshaking point as described by the Airlines and Air Cargo Terminal Operator. The provision of empty ULDs and the cargo handling accessories shall be arranged by the airline through GHA agency and handed over to the air cargo terminal operator for processing of export/domestic outbound/outbound transshipment cargo within the air cargo terminal.

In case of Ramp transfer/tail to tail transfer of Transshipment cargo directly undertaken by Airlines by not handing over to Air Cargo Terminal Operator, the same may be appropriately dealt by Airlines themselves as per Customs regulations in association with GHS including updation of Customs EDI records.

SCHEDULE I B - CORE GROUND HANDLING SERVICES

Seven core services include aircraft handling, aircraft servicing, loading and unloading, cargo handling at air side, terminal services, flight operations and service transport.

RAMP HANLDING

1. Aircraft Handling

- a) Marshalling
- b) Safety measures
- c) Moving of aircraft
- d) Ramp to flight deck communication

2. Aircraft Servicing

- a) Cabin Equipment
- b) Routine & Non-Routine Services

3. Loading and Unloading

- a) Loading and unloading of passenger baggage
- b) Transshipment of passenger baggage
- c) Operation of loading/unloading equipment
- d) Position and removing of passenger stairs/bridges
- e) Emplane/deplane passengers
- f) Break/make-up of baggage
- g) Bussing of passengers/crew
- h) Bulk loading/unloading of baggage
- i) Load control

4. Cargo handling services at Airside (excluding Cargo Terminal/Warehouse Activities; Cargo Terminals/Warehouse will include Domestic Air Cargo Terminal, International Cargo Terminal, Courier, Transit/Transshipment terminal and Cold Storages etc.)

- a) Loading, off-loading, export, import and transshipment cargo to/from the aircraft.
- b) Operate/provide/arrange essential equipment for handling of cargo
- c) Transshipment of cargo
- d) Bulk loading or unloading to/from the aircraft.

Traffic Handling

1. Terminal Services

- a) Handling documents and load control
- b) Passenger and baggage handling at the airport terminals
- c) Traffic services at the airport terminals including passenger check-in

2. Flight Operations

- a) Flight preparation at the airport of departure
- b) Communication system association with ground handling

3. Surface Transport

- a) Arrangement for the transportation of passengers/baggage and cargo between separate terminals at the same airport

SCHEDULE – II Airport

S. No.	Airport	Number of Concessionaire(s) to be appointed in addition to a joint venture or a subsidiary of the AI Assets Holding Limited	Presence of a joint venture or a subsidiary of the AI Assets Holding Limited
1.	<name of airport>Airport	<as decided by APD>	<Yes/No to be decided by APD>

ANNEXURE 1

(Only for reference purposes. The bid to be submitted in the MS Excel - BOQ file as provided on the E-tender portal)

Name of the Bidder:

Note:- If MRAG is discovered at the airport then the following table will be used.

S. No.	Airport	Minimum Reserve Annual Guarantee (MRAG)	MAG (INR; in figures and upto 2 decimal points) excluding of GST.	MAG offered (in words) excluding of GST.
1.	<name of airport> Airport			

Note: The Bidder is required to quote **Minimum Annual Guarantee** ("MAG") over and above the MRAG as the financial bid.

Note:- If MRAG is not discovered at the airport then the following table will be used.

S. No.	Airport	MAG (INR; in figures and upto 2 decimal points) excluding of GST.	MAG offered (in words) excluding of GST.
1.	<name of airport> Airport		

ANNEXURE 2
Part I FORMAT OF BANK GUARANTEE

B.G. No. Dated:

1. In consideration of you, Airports Authority of India , having its office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 110003, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Ground Handling Services at <Airport Name> (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.3.4 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date plus claim period of 60 (Sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the

- terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
 10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
 13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank

in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Date:

Place:

Witness I:

Witness II:

ANNEXURE 2
Part II

(Letter of Understanding from the Depositor to be submitted along with Bank Guarantee)

The Branch Manager,

..... Bank,

.....

Sub: My/Our bank Guarantee No.dated.....for Rs.....Issued
in favour of s AAI A/c No 00000033404514673.

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security/Earnest money on account of contract awarded/to be awarded by M/s Airports Authority of India to me/us.

I hereby authorize the AAI in whose favour the deposit is made to encash / close the subject bank guarantee before maturity/on maturity towards adjustment of dues without any reference/consent/notice from me/our side and the bank is fully discharged by making the payment to Airports Authority of India.

(Signature)
Name

Designation of Authorized
Representative (Depositor)
Address
Contact Details (e-mail & phone)

Place:

Date:

ANNEXURE 3
DETAILS OF BIDDER/ MEMBERS OF CONSORTIUM

1. The following information:
 - a. Name of Bidder (Lead Member/other Members):
 - b. Country of incorporation:
 - c. Address of the corporate headquarters and its branch office(s), if any, in India:
 - d. Date of incorporation and/ or commencement of business:
 - e. Deleted
 - f. PAN Number and GST Registration Certificate (as applicable);

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Concession (please provide details of the airports/ cities/ countries the Bidder is operational):

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:

4. Particulars of the authorized signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:

5. In case of a Consortium:
 - a. The information mentioned above in Clause 1, 2 and 3 shall be provided for all the Members of the Consortium;
 - b. A copy of the Joint Bidding Agreement, as envisaged in Appendix 5 shall be attached to the Bid;
 - c. Information regarding the role of each Member should be provided as per table below:

S.no.	Name of the Member	Role of the Member	Percentage of equity stake in the Consortium
1.			
2.			
3.			

The following information shall also be provided for each Member of the Consortium:

Name of the Bidder/Member of the Consortium:

Sr. No.	Criteria	Yes	No
1.	Has the Bidder/Member of the Consortium been barred by the Central/State Government, or any entity controlled by it, from participating in any concession/project?		
2.	Has the Bidder/Member of the Consortium been barred or blacklisted by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Inter-American Development Bank, Asian Infrastructure Investment Bank, etc. or the United Nations or any of its agencies, from participating in any concession/project.		
3.	If the answer to 1 is yes, does the bar subsist as on the date of this Bid?		
4.	Has the Bidder/Member of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

6. A statement by the Bidder and each of the Members of the Consortium (where applicable) or any of their Affiliates disclosing material non-performance or contractual non-compliance in past contracts/licenses, contractual disputes and litigation/arbitration in the recent years as given below (attach extra sheets, if necessary):

7. Staff Strength of Bidder

- a. Organizational Structure of the Company:
- b. Number of staff:

Note: This information is to be provided for all the Members of the Consortium.

(Signature, Name and Designation of Authorized
Signatory)

Address

Contact details (Phone no. & e-mail)

Name and seal of the Bidder/ Lead Member

Date:

Place:

ANNEXURE 4
FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clauses 3.2.2 of the RFP)

[On the letterhead of the statutory auditor of the Bidder/ Affiliate/
Member of the Consortium]

Net worth and Turnover of the Bidder

Subject: Bid for shortlisting of Bidders for Concession for providing Ground Handling Services at <Airport Name>,

Based on the books of accounts and other published information authenticated by it, this is to certify that [•] (insert name of the Bidder/ Affiliate/ Member of the Consortium) is having net worth & turnover as per table below for the Accounting Years/ financial years [•].

Name of the Bidder/ Affiliate/ Member of the Consortium	Net worth (INR) for the Financial Year <as per applicable manual>		

Name of the Bidder/ Affiliate/Member of the Consortium	Turnover Amount (INR lakhs)		
		as per applicable manual	

(Signature of authorized signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/Membership Number of
authorized signatory:

Date:

Place:

Name of the statutory
audit firm:

Seal of the statutory
audit firm:

Registration number:

ANNEXURE 4A
Airport Preference

DELETED

ANNEXURE 5A

TECHNICAL CAPACITY OF THE BIDDER

(Refer to Clauses 3.2.1 of the RFP)

Note:- This Annexure will not be applicable for Group D Airports.

DETAILS OF TECHNICAL CAPACITY OF BIDDER

Experience of the Bidder in providing ground handling services at various airports

Name of the Bidder/Member of consortium:

- a. Bidder/Member of consortium with Technical Capacity:
- b. Percentage share of Bidder /Member of consortium of the paid up and subscribed share capital of the SPV (in figures and words):

Details of the Ground Handling Agreement with Airlines

- a. Name of Affiliate/Bidder whose experience is shown below, if applicable:
 - Certificate from Company Secretary/ Statutory Auditor regarding Affiliate (Annexure 6) provided, if applicable:
 - Yes
 - N
- o 1. Name of
airline:
 - A. Bidder/ Affiliate has been providing ground handling services at airport from to [enter the tenure] for narrow/wide body aircraft* for domestic/international* airlines in last 7 years:
 - Yes
 - No
 - B. Nature and scope of agreement (in less than 300 words):
 - C. Certificate from airline/self-certification (as per Annexure 5B, 5C) provided:
 - Yes
 - No

D. Whether the Bidder/ Affiliate has entered with the airline in a Standard Ground Handling Agreement/Ground Handling Agreement* for providing ground handling services to international/ domestic flights in preceding 7 years from the Bid Due Date (tick one):

- Yes
- No

(Bidder may add entries so as to demonstrate the experience as required by the RFP)
(* Please strike if not applicable)

Security Clearance

- a. Name of Bidder/ Lead Member whose experience is shown below, if applicable:
- b. Proof of security clearance/ approval from BCAS for ground handling or similar airside activities or security clearance/ approval from their operating country for ground handling operations:
 - Yes
 - No

Proof of a security clearance which is pending for renewal from BCAS appended with copy of previous security clearance from BCAS in such case.

- Yes
- No

[Documental proof for each of the entries is to be provided as per the formats specified in the RFP (wherever applicable)]

[All information provided in this table should be consistent with information provided in other parts of the RFP including other Annexures]

Signature of Authorized
Signatory: Name:
Designation:
Date:
Place:
Seal/Stamp of Bidder:

ANNEXURE 5B

Certificate from the airline for providing ground handling services

[On the letterhead of the airline, please ensure that the list of services mentioned below are as per schedule I B]

Note:- This Annexure will not be applicable for Group D Airports.

To,

<Address>

Sub: Experience certificate for providing ground handling services

Dear Sir,

This is to certify that M/s.....has been working as a ground handler for.....airline atairport(s) from.....to.....

We also would like to certify that M/s.....has signed Standard Ground Handling Agreement/ Ground Handling Agreement* with us for providing ground handling services to our scheduled international flights/domestic flights* atairport. The agreement is/was* valid fromto..... These set of services were provided to our wide body/narrow body* aircraft.

Sno.	List of services

The performance of the M/s.....has been found to be satisfactory during its service, it has provided ground handling services {provide list of services provided by the Ground handling agency} to our flights on scheduled basis in the time period specified above.

(Signed and sealed by the authorized signatory of the airline)

Name:

Designation:

Airline name:

Date:

Place:

*Please strike out if not applicable

Note:

- 1.** For proof of ground handling services, the Bidder shall also produce Standard Ground Handling Agreement/Ground Handling Agreement executed with the airlines within India or abroad, as the case may be.
- 2.** Please ensure that the Bidder has to provide <number of sub-services> sub-services listed under the 7 core services as per Schedule 1B of the RFP. This clarification is either to be provided on experience certificate from the airlines confirming provision of required sub-services listed under the 7 core services as per Schedule 1B of the RFP or map the sub-services defined under the seven core services (defined in the Schedule 1B RFP) with the equivalent service mentioned in the signed SGHA on agency letterhead as per enclosed proforma with seal and signature of Authorized signatory.
- 3.** Only duly filled proforma with mapping from SGHA will be considered for evaluation, if <number of sub-services> sub-services listed under the 7 core services as per Schedule 1B of the RFP is not provided on experience certificate from the airlines. A separate proforma for each airlines is to be provided.
- 4.** Agency has to provide SGHA with Airlines in the documents. If non-disclosure clause is applicable then bidder can mask the rates and the relevant clauses while submitting the SGHAs.

ANNEXURE 5C

SELF CERTIFICATION

[On the letterhead of the GHA]

Note:- This Annexure will not be applicable for Group D Airports.

To,

Executive Director (Operations),
Airports Authority of India Rajiv Gandhi Bhawan,
Safdarjung Airport, New Delhi -110003

Sub: Self- Certification of experience for providing ground handling services

Dear Sir,

This is to certify that we, M/s _____ has signed Standard Ground Handling Agreement/
Ground Handling Agreement* with _____ airline, for providing ground handling services
to their international/domestic scheduled flights* at.....airport. The agreement is/was*
valid from _____ to _____ .

The following ground handling services {**Name of specific services**} were provided to the
wide/narrow* body scheduled aircraft operating on international/domestic* segment.

We also confirm that the information provided is correct and any false declaration made by
us shall invite action as may be decided by the Authority including termination, debar,
forfeiture of Bid Security.

(Signed and sealed by the authorized signatory of the Ground Handling Company)

Name:
Designation:
Company name:
Date:
Place:

*Please strike out if not applicable

Note:

1. For proof of ground handling services, the Bidder shall also produce Standard Ground Handling Agreement/Ground Handling Agreement executed with the airlines within India or abroad, as the case may be.

- 2.** Please ensure that the Bidder has to provide <number of sub-services> sub-services listed under the 7 core services as per Schedule 1B of the RFP. This clarification is either to be provided on experience certificate from the airlines confirming provision of required sub-services listed under the 7 core services as per Schedule 1B of the RFP or map the sub-services defined under the seven core services (defined in the Schedule 1B RFP) with the equivalent service mentioned in the signed SGHA on agency letterhead as per enclosed proforma with seal and signature of Authorized signatory.
- 3.** Only duly filled proforma with mapping from SGHA will be considered for evaluation, if all sub-services listed under the 7 core services as per Schedule 1B of the RFP is not provided on experience certificate from the airlines. A separate proforma for each airlines is to be provided.
- 4.** Agency has to provide SGHA with Airlines in the documents. If non-disclosure clause is applicable then bidder can mask the rates and the relevant clauses while submitting the SGHAs.

FORMAT FOR MAPPING OF CORE GROUND HANDLING SERVICES WITH SGHA

To be submitted on letter head

Note:- This Annexure will not be applicable for Group D Airports.

AIRLINES: _____

S.No.	CORE GROUND HANDLING SERVICES	SGHA Page Nos.	Remarks
	RAMP HANLDING		
1.	Aircraft Handling		
a)	Marshalling		
b)	Safety measures		
c)	Moving of aircraft		
d)	Ramp to flight deck communication		
2.	Aircraft Servicing		
a)	Cabin Equipment		
b)	Routine & Non-Routine Services		
3.	Loading and Unloading		
a)	Loading and unloading of passenger baggage		
b)	Transshipment of passenger baggage		
c)	Operation of loading/unloading equipment		
d)	Position and removing of passenger stairs/bridges		
e)	Emplane/deplane passengers		
f)	Break/make-up of baggage		
g)	Bussing of passengers/crew		
h)	Bulk loading/unloading of baggage		
i)	Load control		
4.	Cargo handling services at Airside (excluding Cargo Terminal/Warehouse Activities; Cargo Terminals/Warehouse will include Domestic Air Cargo Terminal, International Cargo Terminal, Courier, Transit/Transshipment terminal and Cold Storages etc.)		
a)	Loading, off-loading, export, import and transshipment cargo to/from the aircraft.		
b)	Operate/provide/arrange essential equipment for handling of cargo		
c)	Transshipment of cargo		
d)	Bulk loading or unloading to/from the aircraft		
	Traffic Handling		
1.	Terminal Services		

a)	Handling documents and load control		
b)	Passenger and baggage handling at the airport terminals		
c)	Traffic services at the airport terminals including passenger check-in		
2.	Flight Operations		
a)	Flight preparation at the airport of departure		
b)	Communication system association with ground handling		
3.	Surface Transport		
a)	Arrangement for the transportation of passengers/baggage and cargo between separate terminals at the same airport.		

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Name & Signature of Authorized Signatory

Designation

Name and Seal of the Bidder / Lead Member

Place:

ANNEXURE 6

Certificate from Statutory Auditor/ Company Secretary regarding Affiliate

Subject: Bid for shortlisting of Bidders for Concession for providing Ground Handling Services at <name of airport> Airport.

Based on the authenticated records of the Company, this is to certify that of the subscribed and paid up voting equity of (name of the Bidder/ Member/ Affiliate) is held, directly or indirectly, by (name of Affiliate/ Member/ Bidder) as on ____ (insert date). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Affiliate in terms of definition of Affiliate in the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder or the Member and the Affiliate. In the event the Affiliate is under common control with the Bidder/ Member, the relationship may be suitably described and similarly certified herein}

Name of the audit firm:

Seal of the audit firm:

(Signature, Name, Designation and Address of the authorized signatory)

Date:

Place:

ANNEXURE 7

Deleted

ANNEXURE 8

List of original documents to be submitted as per RFP

Following original documents are to be sent to the below mentioned address within 5 working days from Bid due date.

<address>

S. No.	Document
1.	Bid Security- Bank Guarantee in original

APPENDIX 1
Acceptance Letter

Date:

To,

<address>

Sub: Acceptance of AAI Tender Conditions.

Dear Sir,

With reference to your RFP document with Tender ID No.<Tender ID> Dated provided to me/us by Airports Authority of India and;

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of Clause IV of Notice inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I/We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I/We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/We certify that I/we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our partner have I/ we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.

9. I/ We hereby declare that:
- a. I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.
 - b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 4.1 to 4.3 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/ We do not have any conflict of interest in accordance with Clause 2.2.1 of the Tender Document. Further, we hereby confirmed that there is none of our Affiliate/Associate is participating in the tender with whom there is Conflict of Interest.
10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.
12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.
13. I / We confirm having submitted the Tender Processing Fee of Rs.(Rupees.....) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
14. I / We confirm having submitted the EMD/Bid Security of Rs..... (Rupees.....) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
15. I / We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.

16. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.
17. I/We declare that I/We have not paid and will not pay any bribe to any Officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills. If any officer of AAI asks for bribe/gratification, I will immediately report it to the appropriate authority in AAI.

Dated thisDay of, 20__.

Name & Address of the Applicant:	
Name, Signature & Seal of the Authorized Representative	

APPENDIX 2
STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To,

<address>

Subject: Bid for shortlisting of Bidder for Concession for providing Ground Handling Services

Dear Sir,

We hereby confirm that We/ our Members in the Consortium (constitution of which has been described in the Bid)* satisfy the terms and conditions laid out in the RFP document. |

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours

faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*Please strike out whichever is not applicable. |

APPENDIX 3
POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on stamp paper Rs. 100 and duly notarized)

Know all men by these presents, we(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms [●], Son/ daughter/ wife of [●] and presently residing at [●], who is presently employed with us/ the Lead Member of our [●] Consortium and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Concession to provide Ground Handling Services at <Airport Name> in India ("Concession") proposed by Airports Authority of India ("Authority") including but not limited to signing and submission of all Bids, and other documents and writings, participate in pre-bid conference(s) and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.]

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. |IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●] 2022

For

Witness:

(Signature, name, designation and address)

- 1.
- 2.

(Notarized)

Accepted:

Signature

(Name, Title and Address of the Attorney)

Notes:

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

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

APPENDIX 4
POWER OF ATTORNEY FOR LEAD MEMBER OF
CONSORTIUM

(To be executed on stamp paper of Rs. 100 and duly notarized)

Whereas the [●] (the "Authority") has invited bids from pre-qualified and short-listed parties for the [●] Concession (the "Concession").

Whereas, [●] and [●] (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Concession to provide Ground Handling Service at <Airport Name> in India, in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Concession, and;

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Concession and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [●] having our registered office at [●], M/s. [●], having our registered office at [●], and M/s. [●], having our registered office at [●], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [●], having its registered office at [●], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Concession, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Concession, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out

of the Consortium's bid for the Concession and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done

by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●] 20[●]

For|(Signature, Name & Title)

For|(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

- 1.
- 2.

Notes:

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

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

APPENDIX 5
JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of Rs. 100 and duly notarized)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of <year>

AMONGST

1. _____, a company incorporated under the Companies Act, 1956/2013 and having its registered office at _____ (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. _____, a company incorporated under the Companies Act, 1956/2013 and having its registered office at _____ (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. _____, a company incorporated under the Companies Act, 1956/2013 and having its registered office at _____ (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".|

WHEREAS,

THE AIRPORTS AUTHORITY OF INDIA, established under the Airports Authority of India Act, 1994, represented by its Chairman and having its principal offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi- 110003 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids ("**Bids**") by its Request for Proposal No _____ dated ("**RFP**") for short-listing of Bidders for Concession to provide Ground Handling Services at the Authority managed airports in India (the "**Concession**").|

- (a) The Parties are interested in jointly bidding for the Concession as Members of a Consortium and in accordance with the terms and conditions of the RFP
- (b) _____ document and other Bid documents in respect of the Concession, and

It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium ("**Consortium**") for the purposes of jointly participating in the Bidding Process for the Concession.

The Parties agree that the change in the composition of the Consortium shall not be permitted by the Authority after the submission of the Bid.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Concession, it shall incorporate a special purpose vehicle ("SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Concession.

4. Role of the Parties

The Bidder / all the members in the case of consortium undertake to perform all the roles and responsibilities required to be fulfilled for the concession. The role and responsibility of the other members of the consortium are as follows:

First Party:

Second Party:

Third Party:

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Concession and in accordance with the terms of the RFP and the Bidding Documents, till such time as the commercial operations of the Concession are achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: [●]

Second Party:

[•]

Third Party: [•]

The Parties undertake that more than 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the expiry of the term of Concession, be held by the lead partner.

The Parties undertake that the Members whose experience has been evaluated for Technical Capacity and Financial Capacity for the purposes of this RFP, hold a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV, until the entire Concession Term in accordance with the provisions of the Concession Agreement.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the

financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Concession Term is achieved under and in accordance with the Concession Agreement, in case the Concession is awarded to the Consortium. However, the Agreement will stand terminated in case the Bidder is not shortlisted or upon return of the Bid Security by the Authority to the Bidder, as the case may be, whichever is later.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE MENTIONED

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of Second Part	SIGNED, SEALED AND DELIVERED For and on behalf of Third Part
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)

In the presence of:

- 1.
- 2.

Notes:

The mode of the execution of the Joint Bidding Agreement 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.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

**APPENDIX 6
FORMAT OF AFFIDAVIT**

(To be executed by Bidder (all Members of the Consortium, in the case of a Consortium) on stamp paper of Rs. 100/- and duly notarized)

I,S/o....., the authorized signatory for
M/s do hereby solemnly affirm and declare as under:

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for shortlisting of the Bidders for the aforesaid Concession, and we certify that all information provided in the Bid, Schedule I to II, Appendix 1 to 11 and in Annexes 1 to 8 are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of shortlisting as a Bidder for providing Ground Handling Services on the basis of aforesaid Concession.
3. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the qualification statement.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason(s) or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the preceding 3 (three) years, we/ any of the Members of the Consortium or our/ their Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any addendum issued by the Authority;
 - (b) I/ We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) and Clause 2.2.1 (d), and I/ we shall comply with 2.2.1 (f) and 2.4.1, mentioned in the RFP document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State.
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) {I/ We hereby certify that we are in conformity with the provisions of Clause 2.2.4 (i), 2.2.4 (ii), 2.2.4 (iii), 2.2.4 (iv) and 2.2.4 (v) of the RFP document.}
 - (f) The undertakings given by us along with the Bid in response to the RFP for the Concession are true and correct as on the date of making the Bid and I/We shall continue to abide by them.
 - (g) I/ We declare that we/ any Member of the Consortium, shall not simultaneously submit the Bid as an individual entity and as a Member of a Consortium for the same Airport. In case, I/We do not abide by the same, our/my Bid shall be liable for rejection by the Authority.
 - (h) I/ We declare that there is no pending, active or previous legal action that prevents me/ us from submitting the Bid and executing the Concession Agreement or fulfilling the conditions of the Concession.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Concession, without incurring any liability to the Bidders, in accordance with Clause 7.2 of the RFP document.
8. I/ We believe that we/ our Consortium satisfy(s) the turnover criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit the Bid.
9. I/We declare that we, any Member of the Consortium and any of our/ their Affiliates does not have any Ownership Interest in any of a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Concession or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ its Affiliates or against our CEO or any of our directors/ managers/ employees.
13. I/We further certify that we or any of our Affiliates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Bid.
14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/We are attracted by the provisions of disqualification as per this RFP, I/We shall intimate the Authority of the same immediately.
15. I/ We acknowledge and agree that in the event of a change in control of an Affiliate, whose Eligibility Criteria would be taken into consideration for the purposes of short-listing and selection under and in accordance with the RFP, I/We shall inform Authority forthwith along with all relevant particulars and Authority may, in its sole discretion, disqualify us/ our Consortium or withdraw the Letter of Intent to Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without Authority being liable to us in any manner whatsoever.]
16. The Statement of Legal Capacity as per format provided in the RFP documents, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided in RFP are also enclosed.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the shortlisting of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Concession and the terms and implementation thereof.
18. I/ We have studied the RFP documents carefully and also surveyed the site at the airport. We understand that we shall have no claim, right or title arising out of any

documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

19. I/We agree and understand that the Bid is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. {We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the expiry of the Concession Term in accordance with the Concession Agreement.}
22. The amount quoted by me in the Financial Proposal and in Forward Bidding have been quoted by me/us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Project and implementation of the Project.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP.

DEPONENT

VERIFICATION

I,....., the above name deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 21 are true and correct to the best of my/our knowledge and belief and nothing is concealed there from.

Verified at this day of2022

DEPONENT

<name of IEMs to be inserted as per circular/instruction>

APPENDIX- 7

PRE-CONTRACT INTEGRITY PACT (or as revised by Authority)

This Pact made this day of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers, or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

represented by of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

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

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

AND WHEREAS the Bidder is submitting a tender to the Authority for.....

In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

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

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the

high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the Authority;

- 1.1. The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of Bidders/Contractor.

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

The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2(i) The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2(ii) The Bidder / Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/ Contactor shall when presenting his/her bid disclose any and all the payments he/she has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/ Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he/she has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details,

including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder/ Contractor will inform to the Independent External Monitor.
 - 3.10.1 If he receives demand for an illegal/undue payment/benefit.
 - 3.10.2 If he comes to know of any unethical or illegal payment/benefit.
 - 3.10.3 If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/ Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/ Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/ work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1. The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2. The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

- 4.3. That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor (s) and associate (s) whose value of the work contribution exceeds Rs 0.5 Crores.(Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point Five Crores.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5. That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6. That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
- 5. Bid Security, Tender Fee, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**

While submitting bid, the BIDDER shall deposit an TENDER FEE/Bid Security/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT/ tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contracts.

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other

than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount, equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2. The Authority will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks lit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

- 6.4. That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5. The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

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

- 8.6. That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7. That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8. That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9. The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance jurisdiction is the Corporate Headquarter / the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

- 11.1. That the changes and supplements as well as termination notices need to be made in writing.
- 11.2. That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.
- 11.3. The person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she shall await their decision in the matter.

12. Pact duration (Validity)

- 12.1. That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made /lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3. That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at on _____

Buyer	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	Witness
Deptt. / Ministry / PSU	1.
Witness	
1.	
	2.
2.	

APPENDIX 8

SUBMISSION CHECKLIST

The Bidders are advised to arrange the submissions/documents in the following order. Each page of the Bid is to be serially numbered, signed and stamped by the authorized signatory of the Bidder.

No.	Document Name	To be furnished by	To be notarized	To be provided on Stamp Paper of INR 100/-	Submitted (Yes/No)
1.	Index of submissions	Bidder/ Lead Member	No	No	
2.	Appendix 1- Acceptance Letter	Bidder/ Lead Member	No	No	
3.	Annexure 2 (Part I and Part 2)- Bank Guarantee	Lead Member	No	No	
4.	Annexure 3 – Details of Bidder	All Members (separately)	No	No	
5.	Annexure 4– Financial Capacity of the Bidder.	Bidder/ Lead Member/ All Members	No	No	
6.	Annexure 4A- DELETED	DELETED			
7.	Annexure 5 – Technical Capacity (contains certificates 5A, 5B, 5C)	All Members (separately, as applicable)	No	No	
8.	Annexure 6 – Certificate from Statutory Auditor/ Company Secretary regarding affiliate	Bidder/ All Members	No	No	
9.	Appendix 2- Statement of Legal Capacity	Bidder/Lead Member	No	No	
10.	Appendix 3- Power of Attorney for signing the Bid	Bidder/Lead Member	Yes	Yes	
11.	Appendix 4 (applicable in the case of Consortium)- Power of Attorney for Lead Member of Consortium	Jointly by all Members	Yes	Yes	

	Document Name	To be furnished by	To be notarized	To be provided on Stamp Paper of INR 100/-	Submitted (Yes/No)
12.	Extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing the Power of Attorney for the delegation of power hereunder on behalf of the Bidder (to be submitted wherever required)	Bidder/ Lead Member/ Member (as applicable)	Yes	No	
13.	Appendix 5- (applicable in the case of Consortium)- Joint Bidding Agreement	Jointly by all Members	Yes	Yes	
14.	Appendix 6-Affidavit	Bidder/Lead Member	Yes	Yes	
15.	Documents of Incorporation	All Members	Yes	No	
16.	Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed	All Members	No	No	
17.	Duly audited balance sheet and profit and loss account of the financial years 2017-18, 2018-19 and 2019-20.	Bidder/ Lead Member/ Member (as applicable)	No	No	
18.	Documentary proof of payment of Bid Security.	Bidder/ Lead Member	No	No	
19.	Scan copy of PAN card and GST certificate	Bidder/ Lead Member	No	No	

	Document Name	To be furnished by	To be notarized	To be provided on Stamp Paper of INR 100/-	Submitted (Yes/No)
20.	Copies of the SGHA/ Airline Ground Handling Agreement for evaluation of ground handling experience	Bidder/ Lead Member/ Member	No	No	
21	Appendix 7- Pre-Contract Integrity Pact	Bidder/ Lead Member	No	No	
22	Appendix 8- Submission Checklist	Bidder/ Lead Member	No	No	
23	Appendix 9A- Undertaking with information on contracts with AAI	All Members	No	No	
24	Appendix 9B – Outstanding Dues	All Members	No	No	
25	Appendix 9C – Undertaking related to no dues at AAI airports	All Members	No	No	
26	Appendix 10-Declaration	All Members	No	No	
27	Appendix 11- List of relatives	All Members	No	No	
28	Appendix 12- Undertaking related to the orders issued by Ministry of Finance	Bidder/ Lead Member	No	No	

Date:

Place:

Signature:

Name: Designation:

Seal of the Bidder/Lead Member:

APPENDIX 9A

Undertaking with information on contracts with AAI or through contract with Airlines (Non-entities)

I/We hereby declare that we are having/had the following contracts with Airports/offices controlled by Airports Authority of India through a direct contract or through a contract with Airlines (for example as non-entity) or any other party (in any capacity whatsoever and not being limited to as a role of a Concessionaire or license at AAI)

S no.	Airport Name	Facility/Contract	Contract Period	
			From	To

(In case of no contracts in AAI controlled Airports, indicate NIL)

Date:

Signature:

Name:

Designation:

Address:

Place:

Seal of the Bidder/Bidder's Affiliate/Lead

Member:

Notes:

Please ensure that there is no discrepancy about the names of the airport where the bidders/ consortium members have worked/ are working as mentioned by you in Appendix 9(A), 9(B), Annexure 3, 5(B), 5(C) and other parts of the bid documents submission. In case of discrepancy, AAI reserves the right to reject the bid.

APPENDIX 9B

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

1. Name of Contract :
2. Agreement No.
(if contract is with AAI) :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period
7. Amount of Outstanding Dues upto 30.06.2022 (Disputed and un-disputed amounts to be shown separately)

Item	Disputed Amount (Rs)	Un-disputed Amount (Rs.)	Remarks
Licence Fee			
Space Rent			
Utility Charges			
Interest			
Any other item			
Total			

8. Details of any arbitration/litigation

Signature of Airport Director

Name: [•]

Designation: [•]

..... Airport

Note: A separate certificate has to be produced in respect of each contract

APPENDIX 9C

Undertaking to be submitted on the letterhead

To,
 <address>

Dear Sir

We confirm that we have read all the clauses mentioned in the RFP Tender ID no: <XXXX>, dated <XXXX> and understand that in case we/ our consortium, are the First Selected bidder/Second Selected Bidder , then in the intervening period i.e. after the submission of tender and before finalization of award, if any amount is found as outstanding against us, we shall clear such dues (undisputed ones) before the award of the license.

Regards

Name & Signature of Authorized Signatory
Designation
Name and Seal of the Bidder / Lead Member
Date:
Place:

APPENDIX 10

DECLARATION

(On letterhead of the Bidder/Lead Member)

I _____ <Name,
Designation & Company Name with Address>, do hereby solemnly affirm and state as follows:

1. I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India:

S. No	Airport Name	Facility/Contract	Contract Period		Details of Security Deposit	Dues (Disputed & Undisputed)
			From	To		
1						
2						

(In case of no contracts in AAI controlled Airports, indicate NIL)

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details).
3. I/We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues with AAI". (In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in clause 2.2.1 of general terms and conditions of tender document.
7. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature:

Name:

Designation:

Address:

Place:

Seal of the Bidder/Lead Member:

APPENDIX 11

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

S.No	Name of Employee	Designation	Relationship with Tender(s)	Place of Posting

Date:

Place:

Signature:

Name:

Designation:

Address:

Seal of the Bidder/Lead Member

APPENDIX 12

Undertaking to be submitted on the letterhead of the lead bidder

To,
<address>

Dear Sir

We have read the Orders issued by Ministry of Finance (Public Procurement 1, Public Procurement 2 and Public Procurement 3; Order No. F/No.6/18/2019-PPD and Order No. P-45021/112/2020-PP (BE-II) (E-43780) by Ministry of Finance, Ministry of Commerce and Industry, Department of Expenditure, Public Procurement Division dated 23 July 2020, 24 August 2020 & 30 March 2021 and as per amendments from time to time if any) regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that, M/S..... and all our consortium members are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/S..... and all our consortium members fulfills all requirements in this regard and is eligible to be considered.

Regards

Name & Signature of Authorized Signatory
Designation
Name and Seal of the Bidder / Lead Member
Date:
Place:

APPENDIX 13

Operational instruction for payment of Tender Processing Fee/ Bid Security/Earnest Money Deposit through CPP portal



Airports Authority of India
O/o Member (Operations)
Rajiv Gandhi Bhawan, New Delhi. 110003

AA/MO/124/2020/132

(Dated: 16 Oct 2020)

OPERATIONAL INSTRUCTION - 05 OF 2020

Subject: Payment Gateway Integration on CPP Portal for Collection / Refund / Settlement of Tender Processing Fee and Earnest Money Deposit.

AAI has implemented the online acceptance of Tender Processing Fee and Earnest Money Deposit (EMD) through payment gateway on CPP Portal. The settlement of Tender Processing Fee, forfeiture / refund of EMD as the case may be, will be executed through online mode except if the EMD was submitted in the form of Bank Guarantee (BG)-paper form.

2. State Bank of India (SBI) has been authorized as a Nodal Bank and its payment gateway has been integrated / mapped with CPP Portal for the collection of Tender Processing Fee and EMD through e-procurement portal from the bidders participating in e-tendering / e-procurement.

3. Standard Operating Procedure (SOP) for online payment, refund and settlement of Tender Processing Fee/ EMD is enclosed as Annex -I

4. All concerned are instructed to take necessary actions to incorporate the online payment option in the fresh NITs / RFPs / RFCs for procurement of Goods / Services / Works so that collection of Tender Processing Fee / EMD (if paid through online mode), refund of EMD to unsuccessful bidders, settlement of Tender Processing Fee and forfeited EMD, refund of Tender Processing Fee and EMD after cancellation/ re-tendering before opening as well as after opening of tender could be done through online mode with immediate effect.

5. The existing practice of offline submission of Tender Processing Fee/ EMD shall not be accepted in fresh NITs / Tenders. Contractors may have the option to submit EMD in the form of Bank Guarantee (BG) -paper form if EMD amount is more than Rs. 10.00 Lacs. The relevant clauses of NITs/ Tender documents should also be amended accordingly.

6. It is enjoined upon all for strict compliance herewith.


Member (Operations)

Encl: As Above

Distribution:

1. ED (AL)/ ED (IT)/ ED (Ops)/ ED (Security)/ ED (Tech)
2. RED-ER/ NR/ NER/ WR/SR
3. APD Kolkata & Chennai

Page 1 of 1

Prof. Dr. Anand (Member, Ops)
19/10/2020

Standard Operating Procedure

for

Online payment, refund and settlement of EMD and Tender Fee through CPP Portal

e-Tendering brings in economy, efficiency and transparency in the procurement of goods, works and services. CVC are inclined to force implementation of e-Tendering in all Govt. departments & PSUs. Online payment gateway for payment, refund and settlement of EMD and Tender Fee is part of the implementation of e-Tendering system i.e. CPPP <https://etenders.gov.in>

Stakeholders:

1. **Tender Floating Department:** Airports Authority of India (AAI)
2. **The Technical Service Providers (TSP) -** NIC to facilitate CPP Portal with entire back end process and providing technical support to the Government Dept.
3. **Bank -** AAI has authorized State Bank of India as nodal bank provides payment gateway services and receives Tender fees and Earnest Money Deposits (EMDs) from various bidders participating in e-Tendering/ e-procurement process, holds the amount in Current/Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of all bidders, Bank will refund EMD to unsuccessful bidders and the EMD of L 1 bidder will remain in the pooling account and after AOC completion on the portal, the L 1 bidders EMD amount will be refunded to their source account. This will be happened as per instruction received from TIA through online portal. Customized MIS will be provided to the Tender Floating Department i.e. AAI.
4. **The Bidders -** The bidders are organizations/corporate/individuals who apply for the tender floated by the tender floating department and participate in the tendering process.
Bidders are directly involved in making the use of this e-System for making payments and getting refunds into their accounts.

Eligibility (Prerequisite for e-Tendering)

1. Tender Inviting Authorities (TIA) & the bidders should enroll on CPP Portal <https://etenders.gov.in> to carry out the procurement activities.
2. Portal login will be through two factor authentication i.e. User id & password followed by the login through DSC.
 - TIA must have Digital Signature Certificate (DSC) with Signing and Encipherment feature
 - Bidders must have DSC with Signing feature

Bank Account Details

- a. Common Pooling A/C for EMD and Tender Fee Collection
- b. Tender Fee Settlement A/c for Settlement of Non-refundable Tender Fee amounts
- c. Forfeited EMD Settlement A/c for Settlement of forfeited EMD amounts

Payment gateway for End to End Procedures:

1. **Collection Process:**
 - a. **Online collection of EMD and Tender Fee:** As per current provision in the portal, TIA will allow the option of **Online Mode** for collection of EMD and Tender Fee while publishing

tender, so that the bidders can deposit these fees through **Net Banking (SBI and Other Banks)** and **NEFT/RTGS**.

- b. **Collection of EMD through Bank Guarantee (BG):** During the tender creation TIA will allow the option of "EMD through BG or EMD Exemption" so that bidders will be able to upload the copy of BG or Exemption certificate as per tender terms and condition.

Note: Keeping in the view of running tender status, the portal currently has both online and offline payment options for next few days, after which the offline mode will be disabled.

2. During the collection process the amount will be debited from the bidder account and credited to the collection pooling account of the AAI.
3. Till the tender opening all the collected amount will be residing in the collection pooling account of AAI.
4. **Refund and Settlement process:**
 - a. **Step-I:** After opening the tender, bid submitted successfully along with the online payment, the tender fee settled to 'Tender Fee Settlement Account' and EMD amount will remain in 'Pooling Account'.
 - b. **Step-II: On Technical Evaluation:** After submission of technical evaluation report on the CPP portal, the EMD of Technically Qualified bidders will remain in the pooling account' and EMD amount of rejected bidders will be refunded to their source account.
 - c. **Step-III: On Financial Evaluation:** After submission of financial evaluation report on the CPP portal, the EMD of LI bidder will remain in the pooling account' and EMD amount of rejected bidders will be refunded to their source account.
 - d. **Step-IV: EMD Refund of LI:** After AOC completion on the portal, the LI bidders EMD amount will be refunded to their source account and for this Bid managers are advised to complete the AOC process:
 - Only after receiving the PBG and its confirmation from the bank.
 - or
 - Adjustment of Security Deposit (SD) as per NIT Condition.
5. **In the case of "Cancellation of tender" before opening and "Re-Tender":**
 - All the submitted amount will be refunded to the bidders.
6. **In the case of "Cancellation of tender" after opening and "Re-Tender":**
 - The tender fee has already settled to the AAI's tender fee settlement account at the End of tender opening.
 - Now only EMD residing in the collection pooling account, the EMD will be refunded to the bidders.
7. **In case of "Withdraw of bid" by the vendor:**
 - Procurement system allows the bidder to withdraw till the bid submission closing date, assume that the bidder has paid the amount and withdrawn the bid, eProcurement system will initiate the refund of EMD on the day of tender opening.

4. In case of Revocation Corrigendum:

- If TIA publishes revocation corrigendum to accept the rejected bidder than TIA must ask EMD again via offline mode before publishing the revocation corrigendum because EMD amount has already been refunded or refund initiated to the rejected bidders A/c.

5. Procedure for Forfeiture of EMD through CPP Portal:

Forfeiture activity can be performed at the time of rejection of the bidder.

Step I: Rejected the bidder during the Technical or Financial Evaluation process.

Step II: On the same day, use the menu "Forfeiture Menu" to Forfeit the EMD.

Step III: Select the tender and then the bidder to forfeit the EMD

Step IV: At the end of the day System will settle the Forfeited EMD to "Forfeited EMD Settlement A/c"

Note: Forfeiture of EMD will have to be claimed on same day of rejection otherwise it will not be available in the system because at the end of the day CPPP will initiate refund to the rejected bidders.

6. Following procedures are attached on subsequent pages:

- a. Procedure to allow the online **Payment Option** in CPP Portal by TIA.
- b. Procedure for checking the **Payment Status** by TIA
- c. Procedure for **Online Collection** of EMD and Tender Fee from Bidders

Procedure to allow the Online Payment Option in CPP Portal by TIA

1. TIA/Bid Manager will login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of tender creation.
2. After completion of Basic and Cover Details go to next stage for Fee Details and select the option as per below screen:

The screenshot displays the 'TENDER MANAGEMENT' interface for 'Tender ID: 443744 - 1 - Fee Details'. The left sidebar contains navigation menus for 'Master Management', 'User Management', and 'Tender Management'. The main content area shows the 'Fee Details' form with the following fields and options:

- Fee Payment Mode:** Radio buttons for 'Cashless' (selected), 'Online', and 'Not applicable'.
- Tender Fee Mode:** Radio buttons for 'Yes' (selected) and 'No'.
- EMD Mode:** Radio buttons for 'Fixed' (selected) and 'Percentage'.
- EMD Amount in %:** Input field with value '1'.
- EMD in %:** Input field with value '1'.
- EMD Waiver 40% in other countries allowed:** Radio buttons for 'Yes' (selected) and 'No'.
- EMD Fee Waiver 1%:** Input field with value '10000'.
- EMD Fee Waiver 4%:** Input field with value '10000'.
- Online mode:** Radio button for 'Yes' (selected).

A callout box with a white background and black border points to the 'Allow Online mode for EMD and Tender Fee Payment' option, which is represented by the 'Online' radio button under 'Fee Payment Mode'.

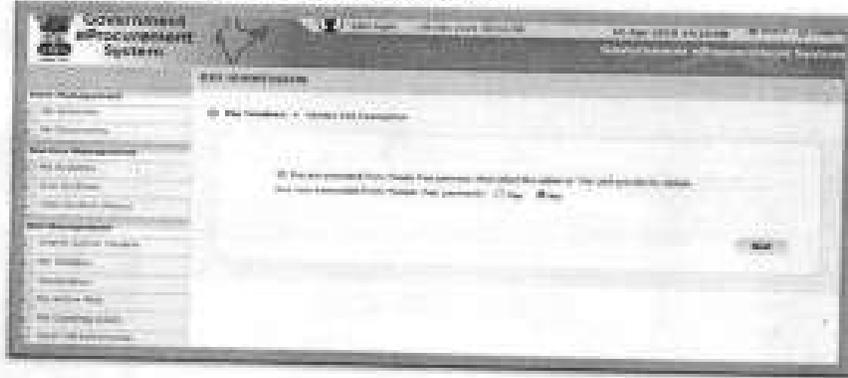
Procedure for checking the Payment Status by TIA

1. Payment confirmation can be find out at the time of Tender Opening process.
2. TIA/Bid Manager will login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of tender opening.
3. After opening of tender, click on first cover (i.e. Fee Cover) and select Bid Opening or Quick Bid Opening option against each Bidder.
4. Payment status will be checked/verified for Individual Bidders.
5. Click on View Paid Information link and get the bidder details along with Payment detail.
6. If Status is seen as "Success" it means that bidder has successfully paid for Tender Fee/EMD Successfully. Screen shot is attached herewith for the reference.

 Government eProcurement System	Government eProcurement System Bid Submission Confirmation		Date : 24-Jul-2020 09:29 PM <input type="button" value="Print"/>																																																
	<table border="1"> <thead> <tr> <th align="left" colspan="2">Bid Information</th> </tr> </thead> <tbody> <tr> <td>Bid ID :</td> <td>181504</td> </tr> <tr> <td>Bidder Name :</td> <td></td> </tr> <tr> <td>Organization Code :</td> <td>Airports Authority of India/Western Region - AAJ(AHMEDABAD - AAJ)ENGG ELECT-VARH - AAJ</td> </tr> <tr> <td>Tender Ref No. :</td> <td>AAJ_AH_ENGG_112_PPE OUTLET</td> </tr> <tr> <td>Tender ID :</td> <td>2020_AAJ_23772_1</td> </tr> <tr> <td>Tender Title :</td> <td>PPE Equipment Order</td> </tr> <tr> <td>Bid Submitted Date & Time :</td> <td>19-Jul-2020 09:28 PM</td> </tr> </tbody> </table>			Bid Information		Bid ID :	181504	Bidder Name :		Organization Code :	Airports Authority of India/Western Region - AAJ(AHMEDABAD - AAJ)ENGG ELECT-VARH - AAJ	Tender Ref No. :	AAJ_AH_ENGG_112_PPE OUTLET	Tender ID :	2020_AAJ_23772_1	Tender Title :	PPE Equipment Order	Bid Submitted Date & Time :	19-Jul-2020 09:28 PM																																
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Procedure for Online Collection of EMD and Tender Fee from Bidders

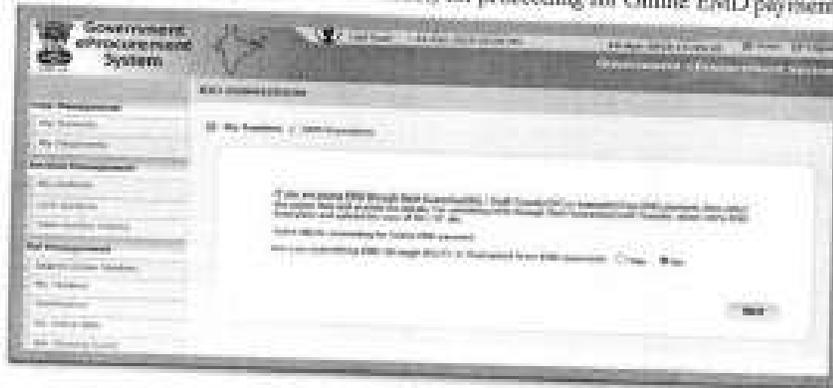
1. Bidder will login to the portal <https://gtenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of participation to the tender.
2. After Login search the tender in "Search Active Tender" tab with different criteria after that click on "set as favorite" to move on "My Tender". Then click on "My tender" and view the tender details and click on proceed for Bid Submission.
3. For submission of online Tender Fee and EMD, click on Button as "Pay Online"
4. **In case of Tender Fee:** If the Bidder is exempted from the tender fee payment, then select the option to "Yes" other wise "NO" as per below screenshot:



5. **In case of EMD:** If Bidder is paying EMD through any of below options, Select the option "Yes" (as per below screenshot) and provide the details and upload copy, as a proof.
 - Bank Guarantee (BG)/Swift Transfer (ST)
 - Exempted from EMD Payment,

Note: For submitting "EMD through BG/ST" or "Exemption from EMD payment" bidder must select "Yes" otherwise bidders will not have the option to pay EMD through Bank Guarantee. Once proceeded it is not possible to revert the option.

6. Select option "NO" (as per below screenshot) for proceeding for Online EMD payment.



After selecting the option, click on "Next" Button as per above screenshot. Further process to be followed as per subsequent screen.

STEPS FOR MAKING TENDER PAYMENTS IN ETENDERS SYSTEM VIA SBI BANK GATEWAY

(SBI AND NON SBI ACCOUNT HOLDERS)

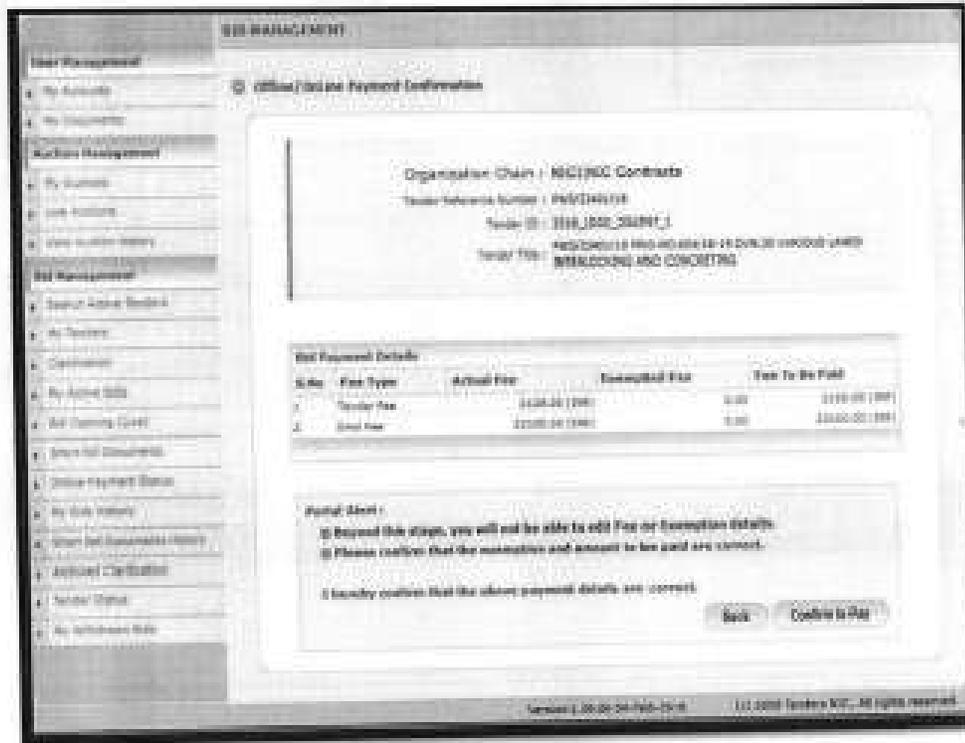
Home Page.

Login as a bidder into etenders.gov.in to proceed for payment.



Step 2) Click "Confirm to Pay" to proceed with the payment gateway, as below.

Note: Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.



Step3] Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option SBI MOPS and Submit, as below.

Note: in case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.

PAY MANAGEMENT

Access Payment Gateway

Organization: MCC/910 Contracts
 Tender Reference Number: 9020940/19
 Tender ID: 104_1000_10400_1
 Tender File: 9020940/19 MCC/910/19-19 ONV-00 (Vendor Uploads) 0706/00000 And-Contractors

Fee Type	Actual Fee	Exempted Fee	Fee To be Paid
Tender Fee	1,000	0	1,000
EMD Fee	37,000	0	37,000
Total Fee			38,000

Choose Payment Option

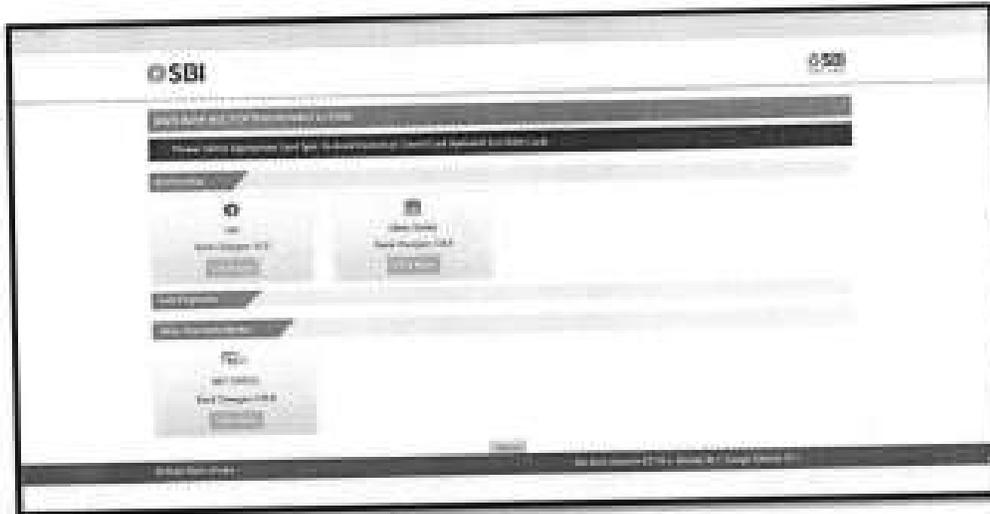
SBI MOPS

Version: 2019-04-16-11:11 | © 2019 National NIC. All rights reserved.

Step 4) Check and Follow the Terms and Conditions, and then Submit, as below



Step 5) Bidders may choose the type of transaction and proceed for payment.



Step 6) Once the Payment type is selected it navigates to the respective landing page.

a) SBI

↳ Bidders with SBI account may click **SBI** option to proceed to its Net Banking Page.



1. Bidders may enter SBI Net banking user ID and Password and Click on Login to proceed.

The screenshot shows the SBI Net banking login interface. The page title is "Login to NetBanking". The SBI logo is in the top left, and "SBI CLINET" is in the top right. The main heading is "Login to NetBanking". Below the heading, there are two tabs: "Net Banking" and "Net Banking". The "Net Banking" tab is selected. The login form includes a "User ID" field, a "Password" field, and a "Forgot Password?" link. A large numeric keypad is visible on the right side of the login form. At the bottom of the page, there are several checkboxes for terms and conditions, and a "Login" button.

iv. As in below, you will receive bank response immediately by verifying the payment status, whether **Success** or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.

The screenshot displays the 'BID MANAGEMENT' interface. On the left is a navigation menu with categories: 'Your Management', 'Account Management', 'Bid Management', and 'My Bid Management'. The main content area is titled 'Bank Response On Payment Details' and shows a confirmation message: 'Your Debit transaction has been completed successfully.' Below this, transaction details are listed: Organization Name (NIG PSC Contracts), Tender Reference Number (NIG/2019/10), Tender ID (BID 1000100001), and Tender Title (PAGGOLUO RICE AND SOY TO BE PAID IN NATIONAL CASH APPLICATION AND CONTRACT).

A second box titled 'Bank Response On Payment Details' provides the following information:

eProcurement Ref. Number	100001000001
BID Number	100001000001
Bank / UFI Number	100001000001
Bank Name	SB Bank
Status	Success
Status Description	Completed successfully.
Tender Fee in ₦	1
END Fee in ₦	1
Total Fee in ₦	2

A 'Next' button is located at the bottom right of the confirmation box.

v. Please ensure that the Pay Online option is not shown after successful payment, as below, for confirmation. From here, you may proceed with Encrypt and Upload to upload tender documents, and further submission process.

The screenshot displays the 'BID MANAGEMENT' section of a web application. On the left is a navigation menu with categories like 'Tender Management', 'Bidding Management', and 'Bid Management'. The main content area shows details for a specific tender:

- Organization Name:** MTC (MTC Contracts)
- Tender Reference Number:** MTC0246104
- Tender ID:** MTC_02461_04
- Tender Title:** PROCUREMENT OF ROAD SIGNAGE FOR ALL THE VARIOUS LANES DEVELOPING AND CONSTRUCTION

Below this, there are two tables:

Bid Finance Log

ID No.	Bid Process	Action
1	Tender	

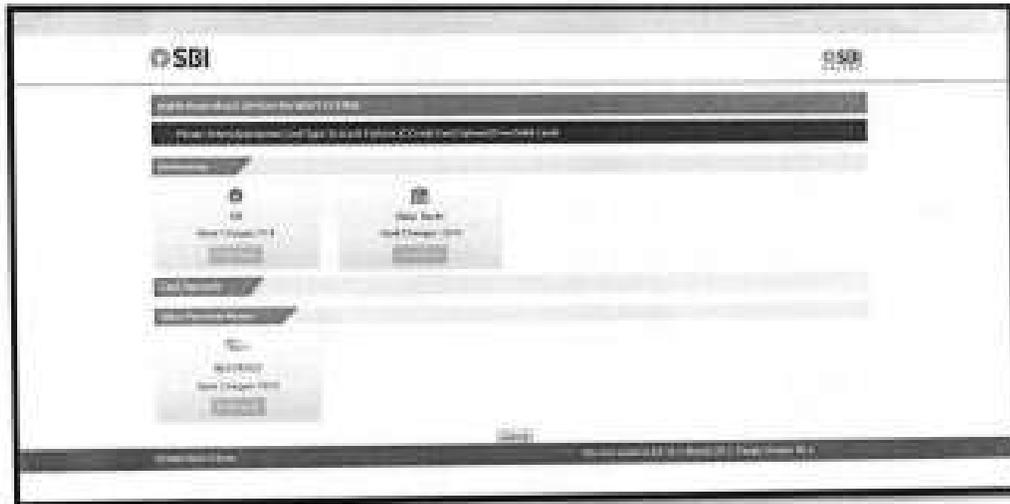
Bid Payment Details

ID No.	Item Type	Actual Fee	Escrowed Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	1,000,000	0.00	0.00	1,000,000
2	Escrow Fee	1,000,000	0.00	0.00	1,000,000

At the bottom right of the main content area, there is a button labeled 'Encrypt/Upload'.

b) OTHER BANKS :

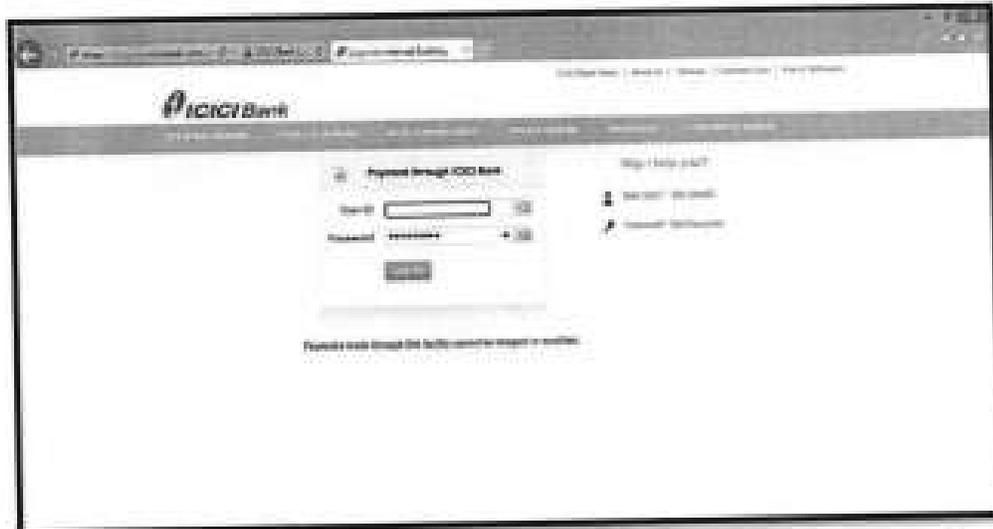
- Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page



You may select the appropriate Bank from selection page. As an example, we are proceeding with ICICI Bank in the provided dropdown box of **All Banks**.



- ii. After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.



Make a Payment

For more information regarding our services, visit our [Helpdesk](#).

Payment Details

Name:

PAN:

Amount (INR):

Payment Method:

Payment Instructions & Conditions

Notes

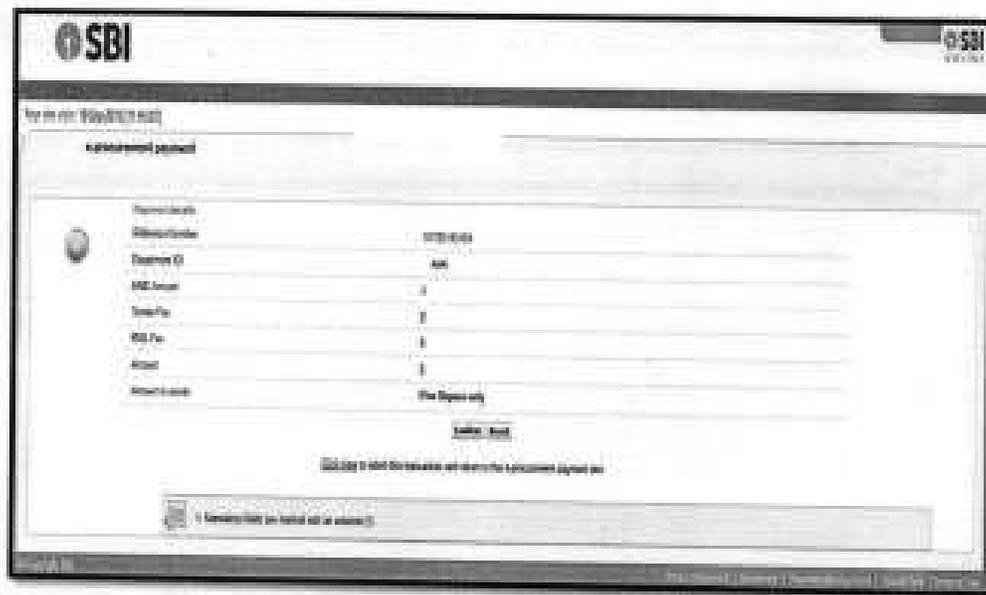
- 1. This is a one-time payment. It is not a recurring payment.
- 2. This is a one-time payment. It is not a recurring payment.
- 3. This is a one-time payment. It is not a recurring payment.
- 4. This is a one-time payment. It is not a recurring payment.

Footer

Customer Service	Branches	ICICI Bank Limited
Customer Care	ICICI Bank Limited	ICICI Bank Limited
ICICI Bank	ICICI Bank Limited	ICICI Bank Limited



- iii) Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click Confirm button as below, to transfer payment.



(iv) Click Confirm button as below, to transfer payment.

Payment Details	Amount
Payment Mode	₹ 1000.00
Bank Name	SBI
Branch	SBI
City	SBI
State	SBI
Country	SBI
Reference	Net Banking

Confirm

(v) The challan is generated after successful transaction.

Challan Details	Amount
Challan No	₹ 1000.00
Bank Name	SBI
Branch	SBI
City	SBI
State	SBI
Country	SBI
Reference	Net Banking

Print

(v) The Downloaded challan of the e-procurement RTGS/NEFT Remittance Information

e-procurement payment RTGS/NEFT Remittance Information Form	
Beneficiary Details	
Beneficiary Details	
Beneficiary Account Number (to be entered as it appears)	PSBGACFIB023187
Amount	Rs. 5
Amount In Words	Five Rupees only
Beneficiary Bank	State Bank of India
Beneficiary IFSC Code	SBIN0017876
Name and Address	e-procurement payment
Beneficiary Reference No	117720100158
Instructions for remitting Bank:	
<p>a. This form is valid for remittance through non-SSB branches. b. Beneficiary account no. is alphanumeric and case sensitive. It should be entered as it appears above. c. Amount to be remitted should not be higher or lower and should be the same as shown above.</p>	
Note for Bidder:	
<p>a. Bidder should ensure that account no. entered during RTGS/NEFT remittance of any bank branch or Internet banking site is the same as it appears in this remittance form. Bidder should not truncate or add any other detail to the above account number. b. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for RTGS/NEFT remittance. c. Account to Account transfer or Cash payments are not allowed and are treated mode of payment. Hence, this remittance form is to be used only for RTGS or NEFT payment. d. Bidder should ensure that remittance document form and EMD are remitted as one single transaction and not separate. The remittance should be within the prescribed time and as per the terms and conditions specified in tender. e. Please ensure the correctness of details reported while remittance through RTGS/NEFT. Please also ensure that your bank fees in the Account Number (which is case sensitive) as displayed in this form. SBI and Allahabad Bank. f. For RTGS the purpose should not be for withdrawal of money. g. Bid for which Payment is received after closing date then the submission of bank that would be rejected.</p>	

7. This Technical Instruction will supersede earlier issued Technical Instruction No-10 vide Ref. No. AA/Member (Plg)/CPPP/2019 Dated 23rd March, 2019

All Technical Instructions/ Circulars issued are available on AAJ website under following path:

www.aajra.co.in → Engg Login → Circulars & Orders (Disable click) → Click Circulars only → Department type (Engg.) → check all 3 options → Circular Type (Technical) → check all 3 options → Search

End: As above


(A.K. Pathak)
Member (Planning)

Distribution: As per standard list

APPENDIX 14

Sub: SOP for BG Verification through SFMS of ICICI Bank

AAI has made arrangement for Verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System (SFMS) of ICICI bank. The system will operate on pan India basis. For making the verification system operational at AAI Regions/Metro Airports and SAUs under respective regions the following procedure is to be implemented with immediate effect.

1. The following bank details need to be incorporated in the tender document so that the prospective successful bidder may submit BG(PBG/BG-SD/FBG) in accordance with the bank details.

CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA

BANK NAME : ICICI BANK

IFSC CODE : ICIC0000007

BG ADVISING MESSAGE : IFN760COV (BG ISSUE)

IFN767COV (BG AMENDMENT)

UNIQUE IDENTIFIER CODE : Specific code for each unit as per Annexure-1 of Appendix-14 to be mentioned in field 7037 of the BG advising message code

2. While submitting the documents to BG issuing bank, the Bidder will also submit letter to the issuing bank as per the format mentioned in the Annexure-II.
3. Based on the above inputs from the Bidder, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units.
4. While submitting the original BG document to the AAI, the vendor has to attach a copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

Enclosure: Annexure-1 & 2 of Appendix-14

ANNEXURE-1 of Appendix-14

Advisory: For Applicant and its BG Issuing Bank Branch,

It is to be noted that along with physical BG, we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message – IFN 760COV/ IFN 767COV via SFMS
 IFSC CODE: ICIC0000007
 Corporate Name- Airport Authority of India

Field Number

Particulars (to be mentioned in Row 1)

7037

<unique identifier> (LIST ATTACHED)

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

S No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	Corporate Headquarters	corporate@aviatn.aai.in	AAICORHQ
2	RHO-NR	rho.nr@aviatn.aai.in	AAIRHONR
3	JAMMU	rho.jammu@aviatn.aai.in	AAIJAMMU
4	SRINAGAR	rho.srinagar@aviatn.aai.in	AAISRNAGAR
5	AMRITSAR	rho.amritsar@aviatn.aai.in	AAIAMRITSAR
6	CHANDIGARH	rho.chandigarh@aviatn.aai.in	AAICHANDIGHAR
7	JAIPUR	rho.jaipur@aviatn.aai.in	AAIJAIPUR
8	JODHPUR	rho.jodhpur@aviatn.aai.in	AAIJODHPUR
9	UDAIPUR	rho.udaipur@aviatn.aai.in	AAIUDAIPUR
10	KHAJURAHO	rho.khajuraho@aviatn.aai.in	AAIKHAJURAO
11	CATC ALLAHABAD	rho.catc@aviatn.aai.in	AAICATC



12	SAFDARJUNG AIRPORT	bqv.safdarjung@aai.aero	AAISAFDARJUNG
13	VARANASI	bqv.varanasi@aai.aero	AAIVARANASI
14	DEHRADUN	bqv.dehradun@aai.aero	AAIDEHRADUN
15	RHQ-WR	bqv.rhqwr@aai.aero	AAIRHQWR
16	INDORE	bqv.indore@aai.aero	AAINDORE
17	BHOPAL	bqv.bhopal@aai.aero	AAIBHOPAL
18	RAJKOT	bqv.rajkot@aai.aero	AAIRAJKOT
19	VADOORA	bqv.vadodra@aai.aero	AAVADODRA
20	SURAT	bqv.surat@aai.aero	AAISURAT
21	AURANGABAD	bqv.aurangabad@aai.aero	AAIAURANGABAD
22	JUHU	bqv.juhu@aai.aero	AAJUHU
23	NAGPUR	bqv.nagpur@aai.aero	AAINAGPUR
24	PUNE	bqv.pune@aai.aero	AAIPUNE
25	GOA	bqv.goa@aai.aero	AAIGOA
26	AHMEDABAD	bqv.ahmedabad@aai.aero	AAIAHMEDABAD
27	RHQ-ER	bqv.rhqer@aai.aero	AAIRHQER
28	GAYA	bqv.gaya@aai.aero	AAIGAYA
29	PATNA	bqv.patna@aai.aero	AAIPATNA
30	RANCHI	bqv.ranchi@aai.aero	AAIRANCHI
31	BHUBNESHWAR	bqv.bhubneshwar@aai.aero	AAIBHUBNESHWAR
32	RAIPUR	bqv.raipur@aai.aero	AAIRAIPUR
33	PORTBLAIR	bqv.portblair@aai.aero	AAIPORTBLAIR
34	BAGDOGRA	bqv.bagdogra@aai.aero	AAIBAGDDGRA
35	PAKYONG-SIKKIM	bqv.pakyong@aai.aero	AAIPAKYONG
36	RHQ-SR	bqv.rhqsr@aai.aero	AAIRHQ-SR
37	CALICUT	bqv.calicut@aai.aero	AAKALICUT
38	TRIVANDRUM	bqv.trivandrum@aai.aero	AAITRIVANDRUM
39	COCHIN-CIAL	bqv.cochin@aai.aero	AAICOCHIN
40	COIMBATORE	bqv.coimbatore@aai.aero	AAICOIMBATORE
41	MADURAI	bqv.madurai@aai.aero	AAIMADURAI
42	TIRUCHIRAPALLI	bqv.tiruchirapalli@aai.aero	AAITIRUCHIRAPALLI
43	HYDERABAD	bqv.hyderabad@aai.aero	AAHYDERABAD
44	TRIPUTI	bqv.triputi@aai.aero	AAITRIPATI
45	VLIYAVADA	bqv.vliyavada@aai.aero	AAVLIYAVADA
46	VISAKHAPATNAM	bqv.visakhapatnam@aai.aero	AAVISAKHAPATNAM
47	BANGALORE	bqv.bangalore@aai.aero	AAIBANGALORE
48	MANGALURU	bqv.mangaluru@aai.aero	AAIMANGALURU
49	RHQ-NER	bqv.rhqner@aai.aero	AAIRHONER
50	AGARTALA	bqv.agartala@aai.aero	AAIAGARTALA
51	DIMAPUR	bqv.dimapur@aai.aero	AAIDIMAPUR
52	DIBRUGARH	bqv.dibrugarh@aai.aero	AAIDIBRUGARH

53	SILCHAR	http://silchar@aii.org	AAISILCHAR
54	IMPHAL	http://imphal@aii.org	AAIMPHAL
55	GUWAHATI	http://guwahati@aii.org	AAIGUWAHATI
56	KOLKATA AIRPORT	http://kolka@aii.org	AAIKOLKATA
57	CHENNAI AIRPORT	http://chennai@aii.org	AAICHENNAI
58	CHENNAI PROJECT	http://chennai@aii.org	AAICHENNAI PROJECT
59	RAJ-SAP	http://raj@aii.org	AAIRAJ-SAP



ANNEXURE-2 of Appendix-14

Request Letter: Transmission of bank Guarantee cover Message <to be submitted by applicant to BG issuing bank>

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAJ while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier AAJCORHQ in field 7037 of the SFMS cover messages (FN COV 760 (for BG Issuance) and FN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

Request Letter: Transmission of bank Guarantee cover Message <to be submitted by applicant to BG issuing bank>

Date: _____

The Manager,

(Bank),

(Branch)

Sub: inclusion of unique identifier code of AAJ while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-IC00000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier AAJCORHQ in field 7037 of the SFMS cover messages (FN COV 760 for BG issuance) and FN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-IC00000007).

Thanking You,

(Vendor/Customer/Concessionaire)

APPENDIX 15
Land and Space Rentals



No. AAI/CHQ/LM/CIR/RENT REVISION/2022/166/172

SPEED POST

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

June 04, 2022

Regional Executive Director(s),
SR/WR/NR/ER/NER
Chennai/Mumbai/Delhi/Kolkata/Guwahati

Airport Director(s)
Chennai Airport/NSCBI Airport,
Chennai/Kolkata

Land Management Dte. Circular No. 22

Sub: - Revision of License Fee/Lease Rental effective from 01.4.2022 and Related Policies /Norms

This is further to CHQ letter No. AV.21012/58/2016-LM/440-677 dated 04.12.2017 and Land Dte. Circular No. 17 issued vide communication No. AAI/CHQ/LM/CIR/2007 dated 20.3.2020 regarding applicability of Licence Fee/Lease Rental in respect of AAI Airports/AAI land.

2. The revision of Land Rental/License Fee was due from 01.04.2022. AAI Board in its 208th meeting held on 13.05.2022 approved the revision of Licence Fee/Lease Rental effective from 01.04.2022 as well as related Policies/Norms, which are given as hereunder: -

A. Land Rentals

- a. The revised land rental rates, as applicable for a period of 03 + 03 years from 01.04.2022 to 31.03.2025 and from 01.04.2025 to 31.03.2028 are enclosed at Annexure-A to E.
- b. The rental rate for land leased in operational area shall continue to be 75% of the normal rates.
- c. Paved land rate shall continue to be 20% higher than the normal rental rate at respective airports.

B. Hangar Rentals: -

The rental rate for the built-up hangar space and Annexe buildings etc. for the period of 03+03 years i.e. from 01.04.2022 to 31.03.2025 and from 01.04.2025 to 31.03.2028 are attached at Annexure-F to J.

C. Other terms: -

- I. The discount (50% concession) in space rental for allotment at **closed/abandoned airports** (e.g. Begumpet – Hyderabad, HAL Bangalore, old Terminal Chandigarh Airport or any other such airport in future) earlier granted vide CHQ. Circular dated 26.09.2018 stand discontinued from 01.04.2022 and these cases are to be dealt on merits as per approval of the Competent Authority.

राजीव गांधी भवन
Rajiv Gandhi Bhawan

सफदरजंग हवाई अड्डा नई दिल्ली-110003
Safdarjung Airport, New Delhi-110003

दूरभाष : 24632950
Phone : 24632950

- II. The above rental rates and escalations shall not be applicable on those leases or licenses which are allotted through the tendering process or with specific approval of the Board or Competent Authority. Those contracts shall continue to be governed as per such specific agreement/Umbrella Agreements terms and conditions.
 - III. The land allotted to Central Govt Departments, State Govt Departments, Regulatory / Statutory Agencies, (i.e. wholly owned by Central Govt /State Govt) for performing their mandatory /Regulatory functions will continue to be charged @50% of AAI's normal license fee /land rental. This concession will not apply in favour of the Public Sector Undertakings of Central /State Govt working on commercial basis and MET Dept. whose terms are being governed as per MoU executed.
 - IV. The Security Deposit of value equal to twelve months license/lease fee in the form of Bank Guarantee/FDR/ Deposits etc. shall be required to be maintained /deposited by the agency on the revised license fee as applicable. BG shall be valid for a period of six months from the expiry of the license /lease.
 - V. **INTEREST RATE** - The penal Interest Rate for delayed payment on renewal / fresh allotment shall be @12% per annum (simple interest) instead of earlier 18% p.a. However, where AAI Board has already approved penal interest lower than 12% p.a. in specific cases, the same shall continue.
 - VI. The revised rates are also applicable on Carved out /AAI land at JV/PPP Airports (i.e. land not being demised to the JV/PPP operators).
 - VII. In the eventuality of AAI formulating any specific policy and decides separate / different rental rates for any specific airports /purposes /services, the same shall be applicable irrespective of the above decision.
 - VIII. In case any agency opted /proposed to AAI for surrendering the land /Hangar /Built up space etc. pending settlement of disputes /outstanding dues, the agency may be allowed to surrender subject to the condition that AAI will continue to take actions as appropriate for recovery of dues in order to utilize the said land /hangar /built up space for allotment to other agency for generating revenue. Further, any pipeline or other structure which are surrendered or abandoned, may be removed by AAI and the cost of such removals will be recovered from lessee /licensee.
3. The following other norms/parameters as already conveyed vide CHQ Circular No.17 dated 20.3.2020, stated above, shall continue to be followed: -
- A. The bills for paved/unpaved land are to be raised on annual basis. The practice of raising land bills on monthly basis shall be discontinued.

↓
A/L

- B. The bills in respect of built hangar /space shall continue to be raised on monthly basis.
- C. In case the period of allotment / Agreement is less than one year, the land rental charges are to be calculated on pro-rata basis without further rounding off. However, the final amount of the bill is to be rounded off to the nearest Rs. 10/-.
- D. Wherever, the land has been allotted to various agencies, the outer boundaries of the land allotted shall be the criteria for billing. As regards, built up area allotted (per month basis), the inner boundaries of the room or hangar is to be taken into the account for the purposes of the billing.
- E. The Annual Physical Audit of the leased or licensed land /areas shall be carried out on these parameters.

Please acknowledge the receipt and ensure the compliance thereof.

Encl : Annexure-A to J (11 pages)


(Anil Gupta)
Executive Director
(Land Management)

Copy to:

- 1. ED(Finance)-Rev.
- 2. ED(Finance)-Internal Audit.
- 3. ED (Commercial)
- 4. ED(Engg)-NR/WR/SR/ER/NER
- 5. ED(OPS)
- 6. OSD to Chairman
- 7. PS to Member (Ops)
- 8. PS to Member (Plg.)
- 9. PS to Member (Finance)
- 10. PS to Member (ANS)
- 11. PS to CVO
- 12. GM(IT)- with a request to upload the same on AAI website.
- 13. AAI/LM/Lease-Admin Team: For n.a. please
- 14. Copy to file no AV.21012/58/2016-LM/440-677

LAND RENTAL CHARTS (in Rs. PSM/PA with FSJ=One)
FSI Floor Index

S.NO.	Southern Region/Chennai	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
			Non - operational Area		Operational Area		Non - operational Area		Operational Area	
			Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Agatti	1,060.00	1,270.00	800.00	950.00	1,220.00	1,460.00	920.00	1,100.00	
2	Belgaum	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00	
3	Bellary	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
4	Calicut	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00	
5	Chennai	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00	
6	Coimbatore	1,050.00	1,260.00	790.00	950.00	1,210.00	1,450.00	910.00	1,090.00	
7	Cuddapa	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
8	Donakonda	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
9	Gulbarga	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
10	Hasan	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
11	Hubli	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00	
12	Hyderabad	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00	
13	Kachipuram	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
14	Khamam	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
15	Manglore	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
16	Madurai	2,910.00	3,490.00	2,180.00	2,620.00	3,350.00	4,020.00	2,510.00	3,020.00	
17	Mysore	1,470.00	1,760.00	1,100.00	1,320.00	1,690.00	2,030.00	1,270.00	1,520.00	
18	Puduchery	2,740.00	3,290.00	2,060.00	2,470.00	3,150.00	3,780.00	2,360.00	2,840.00	
19	Rajamundry	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
20	Salem	900.00	1,080.00	680.00	810.00	1,040.00	1,250.00	780.00	940.00	
21	Trivandrum	1,730.00	2,080.00	1,300.00	1,560.00	1,990.00	2,390.00	1,490.00	1,790.00	
22	Tirupati	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00	
23	Tuticorin	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
24	Trichy	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
25	Vijaywada	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00	
26	Vishakhapatnam	1,460.00	1,750.00	1,100.00	1,310.00	1,680.00	2,020.00	1,260.00	1,520.00	
27	Vellore	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
28	Vikarabad	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
29	Warrangal	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	

Handwritten note:
From 4512000
from 4512000

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)
FSI Floor Index

S.NO.	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
		Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Ahmedabad	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
2	Aurangabad	2,550.00	3,060.00	1,910.00	2,300.00	2,930.00	3,520.00	2,200.00	2,640.00
3	Bhavnagar	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
4	Bhopal	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
5	Bhuj	810.00	970.00	610.00	730.00	930.00	1,120.00	700.00	840.00
6	Diu	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
7	Gondia	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
8	Goa	2,110.00	2,530.00	1,580.00	1,900.00	2,430.00	2,920.00	1,820.00	2,190.00
9	Indore	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
10	Jabalpur	1,510.00	1,810.00	1,130.00	1,360.00	1,740.00	2,090.00	1,310.00	1,570.00
11	Jamnagar	2,660.00	3,190.00	2,000.00	2,390.00	3,060.00	3,670.00	2,300.00	2,750.00
12	Jalgaon	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
13	Juhu	13,990.00	16,790.00	10,490.00	12,590.00	16,090.00	19,310.00	12,070.00	14,480.00
14	Kandla	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
15	Kohlapur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
16	Keshod	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
17	Mumbai	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00
18	Nagpur	2,890.00	3,470.00	2,170.00	2,600.00	3,320.00	3,980.00	2,490.00	2,990.00
19	Porbander	1,910.00	2,290.00	1,430.00	1,720.00	2,200.00	2,640.00	1,650.00	1,980.00
20	Pune	5,840.00	7,010.00	4,380.00	5,260.00	6,720.00	8,060.00	5,040.00	6,050.00
21	Rajkot	1,910.00	2,290.00	1,430.00	1,720.00	2,200.00	2,640.00	1,650.00	1,980.00
22	Solapur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
23	Surat	1,990.00	2,390.00	1,490.00	1,790.00	2,290.00	2,750.00	1,720.00	2,060.00
24	Vadodara	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00

Annexure B

Done
15/1/2022
Sanjay

LAND RENTAL CHARTS (in Rs. PSMIPA with FSI=One)
FSI Floor Index

S.NO.	Northern Region	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28				Annexure C
			Non - operational Area		Operational Area		Non - operational Area		Operational Area		
			Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	
1	Adampur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
2	Agra	1,920.00	2,300.00	1,440.00	1,730.00	2,210.00	2,650.00	1,660.00	1,990.00		
3	Allahabad	1,020.00	1,220.00	770.00	920.00	1,170.00	1,400.00	880.00	1,050.00		
4	Amritsar	1,220.00	1,460.00	920.00	1,100.00	1,400.00	1,680.00	1,050.00	1,260.00		
5	Bikaner	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
6	Bareilly	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
7	Bathinda	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
8	Chandigarh	3,560.00	4,270.00	2,670.00	3,200.00	4,090.00	4,910.00	3,070.00	3,680.00		
9	Dehradun	570.00	680.00	430.00	510.00	660.00	790.00	500.00	590.00		
10	Delhi(IGI)	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00		
11	Faizabad	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
12	Meerut	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
13	Gwalior	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
14	Gorakhpur	870.00	1,040.00	650.00	780.00	1,000.00	1,200.00	750.00	900.00		
15	Hindon	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
16	Jodhpur	2,230.00	2,680.00	1,670.00	2,010.00	2,560.00	3,070.00	1,920.00	2,300.00		
17	Jaipur	3,330.00	4,000.00	2,500.00	3,000.00	3,830.00	4,600.00	2,870.00	3,450.00		
18	Jaisalmer	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
19	Jammu	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00		
20	Kanpur	1,920.00	2,300.00	1,440.00	1,730.00	2,210.00	2,650.00	1,660.00	1,990.00		
21	Kangra/Gaggal	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
22	Khandwa	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
23	Kishangarh	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
24	Kota	1,050.00	1,260.00	790.00	950.00	1,210.00	1,450.00	910.00	1,090.00		
25	Kullu Manali	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00		
26	Khajuraho	1,850.00	2,220.00	1,390.00	1,670.00	2,130.00	2,560.00	1,600.00	1,920.00		
27	Lalitpur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00		
28	Leh	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00		
29	Lucknow	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00		
30	Ludhiana	1,070.00	1,280.00	800.00	960.00	1,230.00	1,480.00	920.00	1,110.00		

Am
15/1/2022
kanwar@...

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)
FSI/Floor Index

S.NO.	Northern Region	Airport	01.04.22 to 31.03.25						01.04.25 to 31.03.28					
			Non - operational Area		Operational Area		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
			Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
31	Muzadabad	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00					
32	Palampur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00					
33	Panna	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00					
34	Pant Nagar	930.00	1,120.00	700.00	840.00	1,070.00	1,280.00	800.00	960.00					
35	Pathankot	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00					
36	Shimla	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00					
37	Satna	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00					
38	Srinagar	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00					
39	Safdarjung	9,110.00	10,930.00	6,830.00	8,200.00	10,480.00	12,580.00	7,860.00	9,440.00					
40	Udampur	900.00	1,080.00	680.00	810.00	1,040.00	1,250.00	780.00	940.00					
41	Varanasi	1,230.00	1,480.00	920.00	1,110.00	1,410.00	1,690.00	1,060.00	1,270.00					

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LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)
FSI Floor Index

S.NO.	Eastern Region/ Kolkata	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
			Non - operational Area		Operational Area		Non - operational Area		Operational Area	
			Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Asansol	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
2	Berhampur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
3	Bhubaneswar	1,580.00	1,900.00	1,190.00	1,430.00	1,820.00	2,180.00	1,370.00	1,640.00	
4	Chakulia	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
5	Gaya	1,380.00	1,660.00	1,040.00	1,250.00	1,590.00	1,910.00	1,190.00	1,430.00	
6	Jharsuguda	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
7	Kolkata (NSCB)	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00	
8	Pakyong	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
9	Patna	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00	
10	Ranchi	1,480.00	1,780.00	1,110.00	1,340.00	1,700.00	2,040.00	1,280.00	1,530.00	
11	Raipur	960.00	1,150.00	720.00	860.00	1,100.00	1,320.00	830.00	990.00	

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km wrongly

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)
FSI Floor Index

S.No	North East Region	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
			Non - operational Area		Operational Area		Non - operational Area		Operational Area	
			Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Agartala	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
2	Along	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
3	Barapani	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
4	Dibrugarh	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
5	Dispur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
6	Dimaapur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
7	Guwahati	1,390.00	1,670.00	1,040.00	1,250.00	1,600.00	1,920.00	1,200.00	1,440.00	
8	Imphal	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
9	Jorhat	1,230.00	1,480.00	920.00	1,110.00	1,410.00	1,690.00	1,050.00	1,270.00	
10	Kailashahar	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
11	Kamalpur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
12	Khowai	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
13	Lilabari	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
14	Paasighat	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
15	Rupi	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
16	Sitchar	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
17	Shella	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
18	Tejpur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
19	Teru	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	
20	Zero	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00	

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15/1/2022
Annexure E

HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

Southern Region/Chennai

Annexure F

S.NO.	Airport	Hangar & Annexe Bldg. License Fee	Hangar & Annexe Bldg. License Fee
		(Per Sqm Per Month)	(Per Sqm Per Month)
		01.04.22 to 31.03.25	01.04.25 to 31.03.28
1	Agatti	540	620
2	Banglore	540	620
3	Belgaum	670	770
4	Calicut	1190	1370
5	Chennai	1610	1850
6	Coimbatore	1190	1370
7	Donakonda	430	490
8	Gulbarga	430	490
9	Hubli	540	620
10	Hyderabad	1190	1370
11	Kadapa	540	620
12	Madurai	670	770
13	Manglore	670	770
14	Mysore	670	770
15	Nadirgul	430	490
16	Puduchery	500	580
17	Rajamundry	540	620
18	Salem	540	620
19	Thanjavur	430	490
20	Tirupati	620	710
21	Trichy	670	770
22	Trivandrum	1190	1370
23	Tuticorin	540	620
24	Vellore	430	490
25	Vijaywada	670	770
26	Vishakhapatnam	670	770
27	Warrangal	430	490


 11/5/2022
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HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

Western Region

Annexure G

S.NO.	Airport	Hangar & Annexe Bldg. License Fee	Hangar & Annexe Bldg. License Fee
		(Per Sqm Per Month)	(Per Sqm Per Month)
		01.04.22 to 31.03.25	01.04.25 to 31.03.28
1	Ahmedabad	1190	1370
2	Akola	430	490
3	Aurangabad	670	770
4	Bhavnagar	670	770
5	Bhopal	1190	1370
6	Bhuj	670	770
7	Deesa	430	490
8	Diu	540	620
9	Goa	1190	1370
10	Gondia	430	490
11	Hirasar	430	490
12	Indore	1190	1370
13	Jabalpur	540	620
14	Jalgaon	430	490
15	Jamnagar	540	620
16	Juhu	1190	1370
17	Kandla	540	620
18	Keshod	430	490
19	Kohlapur	540	620
20	Porbander	540	620
21	Pune	1190	1370
22	Rajkot	670	770
23	Solapur	430	490
24	Surat	670	770
25	Vadodara	670	770


 11/5/2022
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HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

Northern Region

Annexure H

S.NO.	Airport	Hangar & Annexe Bldg. License Fee	
		(Per Sqm Per Month)	
		01.04.22 to 31.03.25	01.04.25 to 31.03.28
1	Adampur	540	620
2	Agra	670	770
3	Allahabad	540	620
4	Amritsar	1190	1370
5	Bhatinda	620	710
6	Bikaner	500	580
7	Chandigarh	670	770
8	Dehradun	500	580
9	Gorakhpur	540	620
10	Gwalior	540	620
11	Hindon	540	620
12	Jaipur	1190	1370
13	Jaisalmer	540	620
14	Jammu	670	770
15	Jodhpur	540	620
16	Kangra/Gaggal	540	620
17	Kanpur	540	620
18	Khajuraho	540	620
19	Khandwa	430	490
20	Kishangarh	500	580
21	Kota	430	490
22	Kullu Manali	540	620
23	Lalitpur	430	490
24	Leh	670	770
25	Lucknow	1190	1370
26	Ludhiana	500	580
27	Panna	430	490
28	Pant Nagar	540	620
29	Pathankot	540	620
30	Safdarjung	670	770
31	Satna	430	490
32	Shimla	540	620
33	Srinagar	670	770
34	Udaipur	670	770
35	Varanasi	1190	1370


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HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPPM)

Eastern Region/ Kolkata

Annexure I

S.NO.	Airport	Hangar & Annexe Bldg. License Fee	Hangar & Annexe Bldg. License Fee
		(Per Sqm Per Month)	(Per Sqm Per Month)
		01.04.22 to 31.03.25	01.04.25 to 31.03.28
1	Bagdogra	670	770
2	Balurghat	430	490
3	Behala	430	490
4	Bhubaneshwar	620	710
5	Bilaspur	430	490
6	Cooch Behar	430	490
7	Gaya	670	770
8	Jharsuguda	540	620
9	Jogabani	430	490
10	Kolkata (NSCBI)	1610	1850
11	Malda	430	490
12	Muzzafarpur	430	490
13	Pakyong	500	580
14	Patna	670	770
15	Port Blair	620	710
16	Raipur	500	580
17	Ranchi	620	710
18	Raxaul	430	490


 11/3/2022
 H. M. Kumar/CHY

HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

North East Region

Annexure J

S.NO.	Airport	Hangar & Annexe Bldg. License Fee	
		(Per Sqm Per Month)	
		01.04.22 to 31.03.25	01.04.25 to 31.03.28
1	Agartala	540	620
2	Aizwal	430	490
3	Along	430	490
4	Barapani	540	620
5	Deaparizo	430	490
6	Dibrugarh	540	620
7	Dimapur	540	620
8	Guwahati	670	770
9	Imphal	540	620
10	Jorhat	540	620
11	Kailashahar	430	490
12	Kamalpur	430	490
13	Khowai	430	490
14	Lilabari	540	620
15	Passighat	430	490
16	Rupsi	430	490
17	Silchar	540	620
18	Tejpur	540	620
19	Tezu	540	620
20	Zero	430	490

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15/1/2022
Gm (M)/CHG



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

File No. CL-11011/7/2020-COMMERCIAL- Part (1)

Date: 20.08.2020

COMMERCIAL INSTRUCTION: 15/2020

Subject: Rationalization of Space License Fee and Annual Escalation thereon - reg.

The rationalization of space license fee was last undertaken in the year 2008 which was implemented after due approval of the Board w.e.f 01.04.2008 for a period of three years. The same continued with application of annual escalation from time to time.

After this exercise a considerable change has been witnessed in the business landscape. Hence, it was thought fit to realign the rates with prevailing market conditions. After a holistic review exercise supplemented by the inputs from the consultant engaged in the matter, the proposal for new space license fee was put up before the Board.

Now, the Board after detailed deliberation in its 194th meeting held on 23.07.2020, has accorded approval as appended below:

- a. The new rates of space license fee for AC spaces and Non-AC spaces at different airports, categorized under five clusters, shall be as per Annexure-A to E.
- b. The new rates of space license fee shall be effective from 01.04.2021.
- c. The annual rate of escalation shall be @ 7.5% per annum compounding. The rates derived after annual escalation shall be rounded off to the nearest multiple of 10.
- d. The first annual escalation shall be applicable from 01.04.2022. (for the airports where rates are not frozen)
- e. For certain airports the new rates shall be frozen as detailed in Annexure-C to E. In such airports, the first annual escalation (@7.5%) shall be applicable from 01/04/2025.
- f. In case of any fresh addition of airport i.e. which are not included in Annexure-A to E, the rates of Cluster-4 shall be applicable.

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राजीव गांधी भवन
Rajiv Gandhi Bhawan

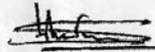
सफरजंग हवाई अड्डा नई दिल्ली-110003
Safdarjung Airport, New Delhi-110003

दूरभाष : 24632950
Phone : 24632950

- g. The new rates of license fee now being revised w.e.f. 01.04.2021 will be reviewed/revised after 05 years.
- h. For the current year i.e. FY 2020-21 (from 01/04/2020 to 31/03/2021), the existing space license fee as applicable in FY 2019-20 shall be continued with i.e. no annual escalation to be applied.

This is for necessary action at your end for implementation of above and all agencies operating at your respective airports may be informed accordingly.

The Commercial Instruction is available at AAI website under the following path: www.aai.aero/en -> Emp Login -> Circulars & Orders (Double Click) -> check Circulars only -> select Department (Commercial) -> Search.


(K.L. Sharma) *20/04/21*
ED (Commercial)

Encl: As stated

Distribution:

1. EA to Chairman, AAI, CHQ.
2. Member (HR), AAI, CHQ
3. Member (Finance), AAI, CHQ
4. Member (Ops.), AAI, CHQ
5. Member (Planning), AAI, CHQ
6. Member (ANS), AAI, CHQ
7. Chief Vigilance Officer, AAI, CHQ
8. Executive Director (Finance) – I/II, AAI, CHQ
9. Regional Executive Director, AAI, Northern Region/Western Region/Eastern Region/Southern Region/North Eastern Region
10. All APDs/APCs
11. Commercial – In – Charge, RHQ - NR/WR/ER/SR/NER/ and Chennai/Kolkata Airports
12. ED (Vigilance), AAI, CHQ
13. GM (IT), Safdarjung Airport – For uploading the above C.I. 15/2020 on AAI Website

ANNEXURE-A

SPACE LICENSE FEE TABLE- CLUSTER 1 AIRPORTS

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]	
		AC	NON-AC
1	CHENNAI	3000	2000
2	KOLKATA	3000	2000



ANNEXURE-B

SPACE LICENSE FEE TABLE- CLUSTER 2 AIRPORTS

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]	
		AC	NON-AC
1	AHMEDABAD	2200	1470
2	AMRITSAR	2200	1470
3	BEGUMPET	2200	1470
4	BHOPAL	2200	1470
5	CALICUT	2200	1470
6	COIMBATORE	2200	1470
7	GOA	2200	1470
8	INDORE	2200	1470
9	JAIPUR	2200	1470
10	JUHU	2200	1470
11	LUCKNOW	2200	1470
12	PUNE	2200	1470
13	TRIVANDRUM	2200	1470
14	VARANASI	2200	1470



ANNEXURE-C

SPACE LICENSE FEE TABLE- CLUSTER 3 AIRPORTS

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]	
		AC	NON-AC
1	AGRA	1250	830
2	AURANGABAD	1250	830
3	BAGDOGRA	1250	830
4	BELGAUM	1250	830
5	BHATINDA**	1250	830
6	BHAVNAGAR	1250	830
7	BHUBANESWAR**	1250	830
8	BHUJ	1250	830
9	CHANDIGARH	1250	830
10	GAYA	1250	830
11	GUWAHATI	1250	830
12	JAMMU	1250	830
13	LEH	1250	830
14	MADURAI	1250	830
15	MANGALORE	1250	830
16	MYSORE	1250	830
17	PATNA	1250	830
18	PORT BLAIR**	1250	830
19	RAJKOT	1250	830
20	RANCHI**	1250	830
21	SAFDARJUNG	1250	830
22	SRINAGAR	1250	830
23	SURAT	1250	830
24	TIRUPATI**	1250	830
25	TRICHY	1250	830
26	UDAIPUR	1250	830
27	VADODARA	1250	830
28	VIJAYWADA	1250	830
29	VISHAKHAPATNAM	1250	830

Note: ** The new rates shall be frozen and first annual escalation (@7.5%) shall be applicable w.e.f 01/04/2025.



ANNEXURE-D

SPACE LICENSE FEE TABLE- CLUSTER 4 AIRPORTS

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]	
		AC	NON-AC
1	ADAMPUR (JALANDHAR)	1000	670
2	AGARTALA	1000	670
3	AGATTI	1000	670
4	ALLAHABAD	1000	670
5	BENGLURU	1000	670
6	BHUNTAR	1000	670
7	BIKANER**	1000	670
8	CUDDAPAH	1000	670
9	DEHRADUN**	1000	670
10	DIBRUGARH	1000	670
11	DIMAPUR	1000	670
12	DIU	1000	670
13	GORAKHPUR	1000	670
14	GUGGAL	1000	670
15	GWALIOR	1000	670
16	HINDON	1000	670
17	HUBLI	1000	670
18	IMPHAL	1000	670
19	JABALPUR	1000	670
20	JAISALMER	1000	670
21	JAMNAGAR	1000	670
22	JHARSAGUDA	1000	670
23	JODHPUR	1000	670
24	JORHAT	1000	670
25	KANDLA	1000	670
26	KANPUR	1000	670
27	KHAJURAHO	1000	670
28	KISHANGARH**	1000	670

Contd.



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ANNEXURE-D

SPACE LICENSE FEE TABLE- CLUSTER 4 AIRPORTS

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]	
		AC	NON-AC
29	KOLHAPUR	1000	670
30	LILABARI	1000	670
31	LUDHIANA**	1000	670
32	PAKYONG**	1000	670
33	PANTNAGAR	1000	670
34	PATHANKOT	1000	670
35	PONDICHERRY**	1000	670
36	PORBANDAR	1000	670
37	RAIPUR**	1000	670
38	RAJAHMUNDRY	1000	670
39	SALEM	1000	670
40	SHILLONG	1000	670
41	SHIMLA	1000	670
42	SILCHAR	1000	670
43	TEZPUR	1000	670
44	TEZU	1000	670
45	TUTICORN	1000	670

Note: ** The new rates shall be frozen and first annual escalation (@7.5%) shall be applicable w.e.f 01/04/2025 except Bikaner, Dehradun, Kishangarh, Ludhiana, Pakyong, Pondicherry and Raipur.



ANNEXURE-E**SPACE LICENSE FEE TABLE- CLUSTER 5 AIRPORTS**

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]	
		AC	NON-AC
1	AIZWAL	800	530
2	AKOLA	800	530
3	ALONG	800	530
4	BALUGHAT	800	530
5	BEHALA	800	530
6	BILASPUR	800	530
7	COOCH BIHAR	800	530
8	DAPARIZO	800	530
9	DEESA	800	530
10	DONAKONDA	800	530
11	GONDIA	800	530
12	HIRASAR	800	530
13	JALGAON	800	530
14	JHANSI	800	530
15	JOGBANI	800	530
16	KAILASHHAR*	800	530
17	KALABURGI	800	530
18	KAMALPUR	800	530
19	KESHOD	800	530
20	KHANDWA	800	530
21	KHOWAI	800	530
22	KOTA	800	530
23	LALITPUR	800	530
24	MALDA	800	530
25	MUZZAFARPUR	800	530
26	NADIRGUL	800	530
27	PANNA	800	530

**Contd.**

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ANNEXURE-E

SPACE LICENSE FEE TABLE- CLUSTER 5 AIRPORTS

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]	
		AC	NON-AC
28	PASSIGHAT	800	530
29	RAXAUL	800	530
30	RUPSI	800	530
31	SATNA	800	530
32	SHOLAPUR	800	530
33	THANJAVUR	800	530
34	VELLORE	800	530
35	WARANGAL	800	530
36	ZERO	800	530

Note: In case of all of the above Cluster-5 airports, the new rates shall be frozen and first annual escalation (@7.5%) shall be applicable w.e.f 01/04/2025.



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AIRPORTS AUTHORITY OF INDIA

CONCESSION AGREEMENT

FOR

GROUND HANDLING SERVICES

at

<name of airport> Airport

BETWEEN

AIRPORTS AUTHORITY OF INDIA

AND

[CONCESSIONAIRE]

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(Note: The minimum amount of stamp paper should be Rs 100/-. However, the actual amount to be decided by concerned APD as per requirement of local/State Administration.)

RECITAL

This Concession Agreement (hereinafter referred to as "**Agreement**") is made at [●] on this [●] day of [●], 2022 ("**Effective Date**"), at <name of airport> , by and between

AIRPORTS AUTHORITY OF INDIA, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhawan, New Delhi, hereinafter referred to as "**Authority**" (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the ONE PART.

AND

[·], a company incorporated under the {Companies Act, 1956/ Companies Act, 2013} and having its registered office at [·] (hereinafter referred to as "**Concessionaire**", which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

The Authority and Concessionaire are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS:

The Authority is engaged in the development, operation and maintenance of Airports in India. As a part of this endeavor, the Authority has undertaken to grant concession for providing Ground Handling Services at the Airports.

- A. The Authority has accordingly invited applications by its Global request for qualification cum Proposal vide tender id No. [●] dated [●] ("Request for Proposal" or RFP) for selection of the Bidder for providing Ground Handling Services at the Airport(s).
- B. After evaluation of the Bids received, the Authority had accepted the Bid of the {Selected Bidder ("**Selected Bidder**") and issued its Letter of Intent to Award No. [●] dated [●] (hereinafter called the "**LOIA**") to the {Selected Bidder} requiring, *inter alia*, the execution of this Concession Agreement.
- C. The {Selected Bidder} has since promoted and incorporated a **Special Purpose Vehicle** under the Companies Act, 2013 and has requested the Authority to accept it

as the Concessionaire, which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder/ Consortium} under the RFP/LOIA, including the obligation to enter into this Agreement pursuant to the RFP/LOIA for the purposes of performing, implementing and executing the Ground Handling Services.

- D. The Selected Bidder and the Concessionaire has procured the requisite security clearance and the LOIA has been deemed as Letter of Award (LOA)
- E. By its letter dated [●], the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.
- F. The Concessionaire has paid Security Deposit amount of Rs..... crores by way of Bank Guarantee number..... dated drawn in favour of AAI payable at **<name of airport>** from bank.
- G. The Authority has agreed to the said request of the {Selected Bidder} and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for the Concession, subject to and on the terms and conditions set forth hereinafter.
- H. Separate Agreement for space/land/utilities and completion of contractual obligations to the effect shall be executed at the respective Airport(s) by the Concessionaire.
- I. This Agreement shall be governed by and interpreted according to the Laws of India. All matters, claims or disputes arising out of or anyway relating to this Agreement shall be subject to the exclusive jurisdiction of the Courts of law in India only.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year or as specified by the Authority;

“Actual Gross Revenue” means all pre-tax gross revenue earned by the Concessionaire under or pursuant to this Agreement, during the Term of this Agreement, and shall include any monies received from the Users and other persons, by the Concessionaire but shall exclude the following:

- (i) any insurance proceeds received by the Concessionaire relating to (a) third party liability insurance paid or to be paid to the person whose claim(s) constitute(s) the risk or liability insured against; and (b) any form of physical damage of assets, and the Concessionaire has incurred or will incur an expenditure greater than or equal to such proceeds received for repair, reinstatement or otherwise replacement, promptly and diligently of such assets;
- (ii) Any monies received by the Concessionaire, for or on behalf of any Government Instrumentality, as an authorized agent of such Government Instrumentality;
- (iii) Any income collected by the Concessionaire on behalf of third-party service providers, after approval from the Authority; however, any commission received by the Concessionaire from such third-party service providers shall be considered as part of Actual Gross Revenue; and
- (iv) any revenue recognized for construction or upgrade services under the provisions of Appendix A (Service Concession Arrangements) of the Indian Accounting Standards (Ind-AS) 11, Construction Contracts and references therein, including subsequent amendments thereof in relation to the recognition of revenues/consideration for construction or upgrade services under Ind-AS, as per Applicable Laws;

It is expressly clarified that:

- (a) insurance proceeds referred to in exclusion (i) above, shall not include any exclusion of insurance proceeds received for loss of revenues and/ or business interruption;
- (b) monies referred to in exclusion (ii) above, shall be excluded only if the same has been credited or will be credited by the Concessionaire to the relevant Government Instrumentality promptly and diligently and any fine, penalty or other amounts of similar nature that may accrue as a result of non-payment or delayed payment of such monies under the applicable laws, will not be excluded;
- (c) Actual Gross Revenue will be computed on an annual basis for an Accounting Year, in accordance with the Indian Accounting Standards, as applicable;
- (d) in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Actual Gross Revenue, the decision of the Authority shall be final and binding;

Note: Any deposits collected by the Concessionaire from Users for the provision of Ground Handling Services under this Concession has to be in the form of Bank Guarantee only.

"AERA" shall mean the Airports Economic Regulatory Authority of India, established under the AERA Act, and shall include any other regulatory authority, replacing or superseding the functions and authorities of AERA, in accordance with the Applicable Laws;

"AERA Act" shall mean the Airports Economic Regulatory Authority of India Act, 2008, as amended, modified and superseded from time to time;

"Affected Party" shall have the meaning as set out in Clause 12.1.1;

"Airport" means [·];

"Airport Director" shall mean the director of the Airport;

"Airport Operation Entities" shall have the meaning as set out in Clause 2.3.6.;

"Airport Rescue and Fire Fighting Services" shall mean the department of the Authority empowered for fire-fighting and rescue operations at the Airport;

"Airside Safety Regulations" means the manual on '*Airside Safety Regulations*', prepared by the Authority, as amended from time to time, to make the airside environment safer for

aircraft operations, passenger safety and as a guidance for all those who function on the airfield(s) of the Airport;

"Air Transport Service" means a service for the transport by air of persons, mails or any other thing, animate or inanimate, for any kind of remuneration whatsoever, whether such service consists of a single flight or series of flights;

"Agreement" means this Concession Agreement and the Schedules hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing between the Authority and the Concessionaire, in accordance with its terms;

"Applicable Laws" means all laws in force and effect including without limitation all statutes, rules, regulations, notifications, circulars and guidelines, it also includes judgments, decrees, injunctions, writs and orders of any court of record, tribunal or quasi-judicial body and instructions, decisions and directions of any governmental body or administrative authority, rules of any recognized stock exchange, as amended, replaced, re-enacted, restated or re-interpreted from time to time in India or any other relevant and applicable jurisdiction;

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the development, operation and maintenance of the Concession, for or in respect of the Agreement including but not limited to the approvals from airport security etc. and all other approvals as may be required to execute, give effect to, and perform this Agreement and the approvals and consents required from Authority or any other Government Instrumentality pursuant to this Agreement, including any third party approvals as may be required by the Concessionaire;

"Authorised Person(s)" shall mean any personnel of the Concessionaire, duly authorized and cleared for security by BCAS and/or any other agencies as per Applicable Law, to undertake its obligations towards providing Ground Handling Services under the provisions of this Agreement;

"Authority" or "AAI" shall mean the Airports Authority of India constituted under Airports Authority of India Act, 1994, including any amendment / re-enactment thereof; For the purpose of this Concession, Authority means Airport Director, **<name of airport>** wherever mentioned.

"Authority's Representative" shall have the meaning as set out in Clause 3.5.1;

"Authority Event of Default" shall have the meaning as set out in Clause 13.3;

"Bid" shall mean the documents in their entirety comprised in the bid submitted by the selected bidder in response to the Request for Proposal in accordance with the provisions thereof;

"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank where Senior Lender has an interest;

"Certificate of Operational Readiness" means the completion certificate provided to the Concessionaire in accordance with Clause 3.5.1 with respect to the Ground Handling Facilities to be completed by the COD;

"Change of Scope" shall have the meaning as set out in Clause 16.1;

"Change of Scope Notice" shall have the meaning as set out in Clause 16.4 (a);

"Change of Scope Order" shall have the meaning as set out in Clause 16.4 (c);

"Charter Operation" means an operation for hire and reward in which the departure time, departure and arrival locations are specially negotiated and agreed with the customer or the customer's representative for entire aircraft. No ticket is sold to individual passenger for such operation;

"Commencement Date" shall have the meaning as set forth in Clause 3.4;

"Concessionaire Authorised Representative" shall mean the representative of the Concessionaire duly authorized by the management and Board of Directors of the Concessionaire to sign this Concession Agreement and represent the Concessionaire for all the matters and provisions of this Agreement;

"COD" shall have the meaning as described in Clause 3.6.1;

"Commissioning Period" shall mean the period from the Commencement Date till the COD;

"Concession" shall mean the non-exclusive right and concession awarded to the Concessionaire for implementation of the Ground Handling Services at the Airport, as described under Clause 2.2.1 of this Agreement;

"Concessionaire" shall have the meaning attributed thereto in the array of Parties as set out in the Recitals;

"Concessionaire's Event of Default" shall have the meaning as set forth in Clause 13.2;

"Contractor" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contracts or any other material agreement or contract for meeting the obligations under this Agreement or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"Damages" means any penalties levied by the Authority on the Concessionaire on account of non-compliance of any terms and provisions of this Agreement. The specific quantum of Damages shall be determined as per the respective provisions of this Agreement;

"DGCA" means the Directorate General of Civil Aviation, Government of India;

"Dispute" shall have the meaning as set forth in Clause 15.2;

"Dispute Resolution Mechanism ("DRM")" shall have the meaning as set forth in Clause 15.3;

"Designated Government of India (GOI) Agencies" or **"Designated GOI Agencies"** means a department or other entity under the control of GOI and assigned statutory functions such as customs control, immigration control, quarantine, air traffic control or airport security;

"Effective Date" means the date of signing of this Agreement as set out in the Recital;

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Airport or which poses an immediate threat of material damage to any of the assets, and includes a threat to public order or national security;

"Encumbrances" means, in relation to the Ground Handling Facilities Site or Ground Handling Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Ground Handling Facilities Site or Ground Handling Facilities;

"Escrow Account" means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts

and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

“**Escrow Agreement**” shall have the meaning as set forth in Clause 9.1.2;

“**Escrow Bank**” shall have the meaning as set forth in Clause 9.1.1;

“**Escrow Default**” shall have the meaning as set forth in Schedule VI;

Note: For Group D airports Escrow Account shall be replaced with Exclusive Bank Account and Escrow Agreement will not be applicable.

“**Force Majeure**” shall have the meaning as set out in Clause 12.1;

“**Financing Agreements**” means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project;

“**GoI**” shall mean the Government of India and any agency, authority (including regulatory authority), department, inspectorate or ministry or statutory person (whether autonomous or not) under the control and direction of GoI;

“**Good Industry Practice**” means the exercise of the highest degree of practices, skills, diligence, prudence, efficiency and foresight which are generally and reasonably expected from a reasonably skilled and experienced operator or service provider engaged in the same type of undertaking as envisaged under this Agreement;

“**GoST**” means the government of *{Insert name of state where the Airport is located}*;

“**Government Instrumentality**” means any department, division or sub-division of GoI or GoST and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat under the control of GoI or GoST, as the case may be, and having jurisdiction over all or any part of the Airport or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

“**Green Equipment and Vehicles**” shall mean equipment and Vehicles as defined in Clause 4.1;

“**Ground Handling Agency**” means an entity established for the purpose of providing Ground Handling Services at an airport and security cleared by the Bureau of Civil Aviation

Security and duly appointed by the airport operator;

“**Ground Handling Equipment**” shall have the meaning as set out in Clause 4.1;

“**Ground Handling Facilities**” means the facilities for the provision of the Ground Handling Services to be designed, constructed, developed, financed, procured, installed, commissioned, operated, managed and maintained by the Concessionaire including without limitation, equipment, the ground support equipment facility, and other movable and immovable properties;

“**Ground Handling Facilities Site**” means the existing infrastructure at the Airport to be provided by the Authority to the Concessionaire on *“as is where is”* as per the details set out in Schedule IV of this Agreement for setting up of the Ground Handling Facilities and other related facilities for providing the Ground Handling Services at the Airport;

“**Ground Handling Services**” shall mean the services as set out in Schedule II to be performed and implemented by the Concessionaire at the Airport in accordance with the provisions of this Agreement;

“**Ground Handling Tariff**” shall have the meaning as set forth in Clause 7.5.3;

“**Government Indemnified Persons**” shall have the meaning as set forth in Clause 14.1.1.

“**IATA**” means International Air Transport Association;

“**IATA SGHA**” or “**SGHA**” or “**Standard Ground Handling Agreement**” shall mean a reference to ground handling activities as set out in International Air Transport Association Standard Ground Handling Manual Agreement (2008/2013/2018 version) or as may be updated by IATA from time to time during the subsistence of this Agreement;

“**ICAO**” means the International Civil Aviation Organization;

“**ISAGO Certification**” shall have the meaning as set forth in Schedule I;

“**Improvement Plan**” shall have the meaning as set forth in Clause 6.3.4 (b) (i);

“**Indemnified Party**” shall have the meaning as set forth in Clause 14.3;

“**Indemnifying Party**” shall have the meaning as set forth in Clause 14.3;

“**Insurance Cover**” shall have the meaning as set forth in Clause 10.1;

“Letter of Intent to Award” or **“LOIA”** shall mean the written notice issued by Authority pursuant to the RFP to the selected bidder intimating the acceptance of Selected Bidder's Bid for the award of the right to execute the Concession, subject to the fulfilment of conditions of award and such other conditions as set out under the Letter of Intent to Award;

“Letter of Award” or **“LOA”** means the award of the right to execute the Concession Agreement post receipt of the requisite security clearance as per Applicable Laws. The LOIA shall be deemed to become LOA on the date of the receipt of requisite security clearance as per Applicable Laws;

“Lead Member” means {Insert name of the lead member as per the Bid submitted pursuant to the RFP};

“Lenders’ Representative” means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

“Major Airport” means any such airport as notified by AERA, and as may be amended or modified from time to time;

“Minimum Quality Standard” shall have the meaning as set forth in Clause 6.1.1;

“Minimum Annual Guarantee (MAG)” shall mean the financial bid in Indian Rupees submitted by the Concessionaire as part of its Bid; MAG will be escalated at 20% on completion of every five years. For the avoidance of doubt, at the beginning of 6th year the quoted MAG will be escalated to 20% and the concessionaires will pay maximum of Revenue Share or escalated MAG.

“Minor Damage” is damage if the aircraft can be rendered airworthy by simple repairs or replacement and an extensive inspection is not necessary;

“Members” means the consortium members other than the Lead member as per the Bid submitted pursuant to the RFP;

“MoCA” means the Ministry of Civil Aviation of Government of India;

Non-Major Airport” means an airport other than Major Airport;

“Non-Scheduled Air Transport Service” or **“General Aviation Flight”** means an air transport service, other than a Scheduled Air Transport Service, being operated for carriage of passengers/ mail/ goods. It also includes Charter Operations;

“Project” means the provisions of Ground Handling Services in accordance with the

provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“Project Assets” means all physical and other assets relating to and forming part of the Ground Handling Facilities Site including:

- a) rights over the Ground Handling Facilities Site in the form of licence, Right of Way or otherwise;
- b) Project Facilities situated on the Ground Handling Facilities Site;
- c) all rights of the Concessionaire under the Project Agreements;
- d) financial assets, such as receivables, security deposits etc.;
- e) insurance proceeds; and
- f) Applicable Permits and authorisations relating to or in respect of the Airport

“Revenue Share” means the revenue share from following percentage of the Actual Gross Revenue payable by the Concessionaire to the Authority:

Particulars	Revenue share payable to the Authority on the Actual Gross Revenue accruing from flights mentioned in Column 1 of this table
Users other than Scheduled Domestic Passenger Flight(s)	15%
Scheduled Domestic Passenger Flight(s)	3%
RCS flight(s)*	0%

* Revenue share for RCS flights will be revised to applicable rates for respective categories of Users as mentioned in Clause 3.4.1 in case the flights are no longer covered under the Regional Connectivity Scheme.

Note:- For Group C & D the Actual Gross Revenue from Scheduled Domestic Passenger Flight will be 5%.

“Premium” shall mean higher of the MAG or Revenue Share

“RFP” or **“Request for Proposal”** means the Proposal under Tender ID [.] dated [.] pursuant to which bids were invited by the Authority for selection of the Concessionaire for the provision of Ground Handling Services at the Airport in accordance with the provisions of this Agreement;

“Scheduled Air Transport Service” or **“Scheduled Flights”** shall mean an air transport service notified by DGCA and undertaken between the same two or more places and

operated according to a published time table or with flights so regular or frequent that they constitute a recognisably systematic series, each flight being open to use by members of the public.;

"Scheduled Domestic Passenger Flight" means a Scheduled Passenger Flight and notified by DGCA and where the departure and the arrival take place within India;

"Scheduled International Flight" means a Scheduled International Flight (including scheduled international cargo flights) notified by DGCA other than Scheduled Domestic Passenger Flight;

"Security Deposit" shall have the meaning as set forth in Clause 7.3;

"Security Clearance" shall mean the date on which the Concessionaire receives the security clearances as per Applicable Laws;

"Selected Bidder" shall have the meaning as set forth in Recital B

"Senior Lenders" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for the Project and who hold pari passu charge on the assets, rights, title and interests of the Concessionaire;

"Space Agreement" means an agreement setting out the terms and conditions in relation to the space/land provided to the Concessionaire, to be executed between the Authority and the Concessionaire for the Airport;

"Space/Land Rental" shall have the meaning as set forth in Clause 7.2;

"Substantial Damage" means the aircraft sustained damage or structural failure which:

- adversely affected the structural strength, performance or flight characteristics of the aircraft and
- would normally require major repair or replacement of the affected component, except for engine failure or damage, when the damage is limited to the engine, its cowlings or accessories; or for damage limited to propellers, wing tips, antennas, tyre, brakes, fairings, small dents or puncture holes in the aircraft skin;

"Tax" or **"Taxes"** shall mean any and all taxes including GST, excise duties, customs duties, value added tax, sales tax, local taxes, cess, duties, charges, fees, deductions or withholdings

and any impost or surcharge of like nature (whether Central, State or local) or any other new taxes introduced by the government (whether Central, State or local) at any time during the Term of this Agreement that are, or that are to be, imposed, levied, collected, withheld or assessed, together with any and all interest, penalties, claims or other liabilities arising under or relating thereto, stamp duty and registration fees;

"Term" shall have the meaning ascribed to it under Clause 2.1.1 (i);

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party for terminating this Agreement;

"Utilities" means electricity, water, sewerage, data, voice communication and other analogous utilities including provisions of electric charging points for electric vehicles and equipment as may be decided and provided by the Authority to the Concessionaire in accordance with the provisions of this Agreement;

"Utilities Charges" shall mean the charges for the usage of electricity, water, sewerage, data, voice communication and other analogous utilities payable by the Concessionaire to the Authority at rates and on terms no less favourable to the Concessionaire than those generally available to similar utility customers receiving substantially equivalent services;

"Users" shall mean scheduled and non-scheduled domestic and international airlines, general aviation, scheduled and non-scheduled cargo aircraft airlines/operators/flight, other airlines/operators/flight and any other agencies which utilize the Ground Handling Services at Airport from the Concessionaire;

1.2. Interpretation

- 1.2.1. In this Agreement, unless the context otherwise requires,
- a. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered hereunder;
 - b. references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
 - c. references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
 - d. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - e. the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;
 - f. references to "**construction**" or "**building**" include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;
 - g. references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;
 - h. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
 - i. any reference to "**hour**" shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
 - j. any reference to day shall mean a reference to a calendar day;
 - k. reference to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in the State are generally open for business;

- l. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- m. any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- n. the words importing singular shall include plural and vice versa;
- o. references to any gender shall include the other and the neutral gender;
- p. "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
- q. "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- r. references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- s. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- t. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- u. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- v. references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to

the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

w. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in 3 (three) copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. Priority of agreements, clauses and schedules

1.4.1. This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a. this Agreement; and
- b. all other agreements and documents forming part hereof or referred to herein,

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2. Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c. between any two Schedules, the Schedule relevant to the issue shall prevail;

- d. between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- e. between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- f. between any value written in numerals and that in words, the latter shall prevail.

2. GRANT OF CONCESSION

2.1. Grant of Concession

2.1.1 (i) The Authority hereby grants the Concession for a duration of 10 (ten) years from the COD subject to an extension by a year at the sole discretion of the Authority provided that the Concessionaire has not been in any material default of any provisions of the Agreement, unless terminated earlier in accordance with this Agreement ("**Term**"), the non-exclusive right to provide the Ground Handling Facilities and Services ("**Concession**") at the Airport, to levy and collect charges from the Users, subject to and in accordance with the provision of this Agreement and the Concessionaire hereby accepts the Concession granted to it by the Authority.

(ii) The Concessionaire shall operate and implement the Concession for the entire Term of this Agreement, failing which the Concessionaire shall be liable to be debarred for a minimum period of 2 (two) years (or any other period as may be specified by the Authority) from participating in any bidding process of the Authority and the full amount of Security Deposit shall be forfeited. Provided that the Concessionaire shall be liable to be debarred under this provision only if the Concessionaire is in breach of any of the conditions mentioned in Clause 13.2.1 (iii), (iv), (vi), (vii), (ix), (xii), (xiii) and (xiv).

2.1.2 In the event, the Airport is non-operational during the Term of this Agreement, for a continuous period of 12 (twelve) months, the Concessionaire shall not be liable to pay Premium to the Authority until the Airport becomes operational except for the Utilities Charges, as may be applicable. Provided that in the event the Airport continues to be non-operational for a continuous period of 12 (twelve) months or more during the Term of this Agreement, the Authority may forthwith suspend this Agreement.

2.1.3 In the event, the Airport becomes operational after such suspension, the Authority may issue a written notice to the Concessionaire for commencing Ground Handling Services at the Airport in accordance with the provisions of this Agreement.

2.1.4 Subject to Clause 2.1.3, in the event the Concessionaire fails to commence Ground Handling Services within 90 (ninety) days of the issue of such notice by the Authority under Clause 2.1.3, the Authority shall have the right to appoint any other ground handling agency at the Airport. For the avoidance of doubt, no claim(s) shall arise against the Authority for any reason whatsoever in the event of such non-operationalization of the Airport or subsequent termination thereof.

The Concessionaire shall develop the ground handling business with the Users at its own cost at the Airport. The Users shall have the liberty to select any of the service provider authorized by the Authority for providing Ground Handling Services. The

Authority will not be responsible in any way whatsoever for development of the ground handling business and shall not entertain any claim for rebate on the quoted Minimum Annual Guarantee for the first year or Minimum Annual Guarantee for any year or Premium for any year on this account. The Concessionaire shall not be entitled for any rebate in case, any User(s) withdraws its operation from the Airport.

2.2. Scope of Concession

2.2.1 The scope of Concession shall be to, *inter alia*, provide the Ground Handling Facilities and Services in accordance with the provisions of this Agreement and shall specifically include:

- i. the right to provide the Ground Handling Services during the Term and collect the charges for the Ground Handling Services in accordance with Article Clause 7;
- ii. subject to Clause 3, the right to occupy and use the Ground Handling Facilities Site from the Commencement Date until the expiry of the Term or earlier termination of this Agreement and, subject to the terms of this Agreement, for the sole purpose for providing Ground Handling Services at the Airport.
- iii. performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Concessionaire under this Agreement.

2.2.2 The Concession is contractual in nature only and does not amount to any lease of or other interest in land, or any building or other structure or facility constructed or to be constructed on, under or over the Ground Handling Facilities Site, other than as provided in Clause 3 hereof.

2.3. Ground Handling Services

2.3.1 The Concessionaire acknowledges that in order to provide the Ground Handling Services to the Users, it is essential to execute an agreement between the Concessionaire and the Users. In case such an agreement has not been executed between the Users and the Concessionaire, the Authority may direct the Concessionaire to enter into Standard Ground Handling Agreement (SGHA) or Ground Handling Agreements on terms and conditions as are reasonably appropriate and the Concessionaire shall comply with such directions of the Authority. Notwithstanding anything contained contrary in this Clause, it shall be the obligation of the Concessionaire to enter into such an agreement with the Users.

2.3.2 The Concessionaire shall be responsible for complying with the requirements of the IATA SGHA and/or other requirements as set out by Authority for provisioning of Ground

Handling Services to the Users.

- 2.3.3 The Concessionaire shall provide all such other services or deliverables that may be incidental to or part of the Ground Handling Services, which are essential to ensure the completeness of the Ground Handling Services in accordance with this Agreement.
- 2.3.4 The Concessionaire shall ensure that the delivery of the Ground Handling Services and installation of all or any part of the Ground Handling Equipment shall not adversely affect the operational efficiency, safety and security of the Airport.
- 2.3.5 The Concessionaire understands and acknowledges that this Agreement is a continuing agreement. The Authority may request the Concessionaire to ramp up the Ground Handling Services to the extent as may be required for the smooth functioning of the Airport. The Concessionaire shall comply with such request of the Authority and ensure that the ramping up of the Ground Handling Services and Facilities is done within a 120 (one hundred twenty) days of such request by the Authority. The Concessionaire agrees and undertakes that all costs for such ramp up shall be borne by the Concessionaire.
- 2.3.6 The Concessionaire acknowledges that it is essential that it cooperates fully and in every reasonable way with the Authority's airport contractors and all other entities providing services at the Airport, including the police and customs authorities, the fire services, emergency services (collectively referred to as "**Airport Operation Entities**") to ensure that the Airport functions seamlessly and without impacting its operational efficiency. The Concessionaire undertakes and agrees to provide such cooperation to Authority, airport contractors and Airport Operation Entities, as may be required, to ensure optimal operational efficiency of the Airport and shall comply with all reasonable requests and directions of Authority in this regard.
- 2.3.7 The Concessionaire shall follow all the rules and regulations concerning the safety and security of the airport as specified and reviewed from time to time by Bureau of Civil Aviation Security (BCAS), Directorate General of Civil Aviation (DGCA), Airports Authority of India (AAI) and any other statutory authority.
- 2.3.8 The Concessionaire shall not use the airport premises for any other purpose whatsoever other than providing Ground Handling Services and Facilities as per the Concession Agreement.

2.4. Non-exclusivity

2.4.1 The grant of Concession under this Agreement shall be on a non-exclusive basis. The Authority reserves the right to grant the Concession for the provision of Ground Handling Services to a new ground handling agency on such terms and conditions as the Authority may deem fit and appropriate, at any time including on occurrence but not limited to one or more of the following:

- i. the Concessionaire fails to either procure or maintain the Applicable Permits during the Term of this Agreement as set out in Clause 10.4 and fails to cure such breach within a period of 45 (Forty-Five) days; or
- ii. at any time, upon issuance of Termination Notice under this Agreement.
- iii. Failure of Concessionaire to maintain Minimum Quality Standards
- iv. Any notification/policy by GoI.

2.4.2 Notwithstanding anything contained herein, the Parties further agree and acknowledge that the Authority shall have the right at all times to perform the services in relation to ground handling activities, either itself or through its subsidiaries or joint venture. No rebate shall be allowed to the Concessionaire on account of the rights of the Authority under this clause 2.4.2.

3. Ground Handling Facilities

- 3.1 The Ground Handling Facilities Site shall be provided by the Authority to the Concessionaire on a license basis, on "*as is where is*" condition in accordance with the Space / Land Agreement for providing the Ground Handling Services without creating any tenancy rights or any other rights, title or interest of any kind or nature whatsoever in favour of the Concessionaire during the Term of this Agreement. For the avoidance of doubt, the title and ownership of the Ground Handling Facilities Site shall at all times vest with the Authority.
- 3.2 The Authority acknowledges and agrees that the space / land allotted to the Concessionaire in relation to the Ground Handling Facilities Site under the Space/Land Agreement shall be valid only during the subsistence of this Agreement and shall be co-terminus with this Agreement.
- 3.3 The Concessionaire agrees and undertakes that the Ground Handling Facilities Site shall be used for the purpose of providing the Ground Handling Services only at the Airport. For the avoidance of doubt, the Authority cannot guarantee that all space requirements of the Concessionaire can be accommodated at the Airport except equipment parking area.

The Concessionaire agrees and undertakes to neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Ground Handling Facilities nor transfer, sub-license, lease or part possession thereof, save and except as expressly permitted by this Agreement.

3.4 Possession and access of Ground Handling Facilities Site

Subject to the provisions of this Agreement, the Authority shall make best effort to provide possession of Ground Handling Facilities Site to the Concessionaire within 15 days ("**Commencement Date**") from the Effective Date. In case there is a delay in the provision of Ground Handling Facilities Site on account of the Authority, the delay period beyond the said 15 days from Effective Date shall be added to the period provided for COD under clause 3.6. Upon receiving the possession and access to the Ground Handling Facilities Site, the Concessionaire shall organize the Ground Handling Facilities Site with regard to safety precautions, fire protection, security, transportation, delivery of goods and equipment, maintenance of competent personnel, labour and industrial relations and general site services including, without limitation, access to and on the Ground Handling Facilities Site and the restriction of access to the Ground Handling Facilities Site to Authorised Persons only.

3.5 Authority's Representative and Certificate of Operational Readiness

- 3.5.1 During the Commissioning Period of the Ground Handling Facilities, the Authority shall

appoint a representative preferably the Airport Director of the [*Airport*] himself or any other person authorized by him from time to time ("**Authority's Representative**") for verifying the compliance(s) by the Concessionaire of the commissioning requirements and in order to ensure that the Ground Handling Facilities conform to the requirements of this Agreement. Subject to the conditions prescribed in Clause 7.5.2, the Authority's Representative shall upon successful commissioning of the Ground Handling Facilities provide the Concessionaire with a certificate of successful commissioning ("**Certificate of Operational Readiness**"), provided that the Concessionaire has to secure this Certificate of Operational Readiness within 3 (three) months of the Commencement Date.

3.5.2 The appointment of the Authority's Representative shall not relieve the Concessionaire from any of its duties and obligations under this Agreement, in particular, from complying with the relevant requirements and standards and specifications as applicable or laid down from time to time.

3.5.3 During the contract period, all sort of correspondence shall be made by the Concessionaire Authorised Representative to the "**Authority's Representative**" designated by the Authority and vice versa. All correspondence should have the reference of Agreement, name of Concession, Concession number and date along with the relevant clause of the agreement under which the correspondence is made to either of the parties.

3.6 COD

3.6.1 The COD shall be the date on which the Certificate of Operational Readiness has been issued by the Authority to the Concessionaire in line with the provisions of Clause 3.5.1. provided that such date shall be adjusted as per the provisions of Clause 3.4., and any other conditions as described in this clause 3.6.1. The Authority shall be required to respond in writing within 7 (seven) days of submission of the application for Certificate of Operational Readiness by the Concessionaire. However, if the Concessionaire is not able to achieve COD within the specified time frame as per Clause 3.5.1, Authority can further extend the period by 2 months or any period as approved by the Authority provided default or delay is attributable to third party/parties or due to the delay attributed to the Authority or Force Majeure. If COD does not occur within the timeframe specified as per clause 3.5.1 or the extension provided by the Authority on account of default or delay attributable to third party/parties, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Security Deposit for delay of each day until COD is achieved. The decision of Authority in this matter would be final.

3.6.2 On development of new terminals by the Authority, the Concessionaire shall ensure that the commissioning of the Ground Handling Facilities is completed in a timely and proper manner within the time period specified by the Authority provided that such date shall be

adjusted by reference to any delays arising due to or as a result of an event of Force Majeure.

3.7 Additional Space/Land

In the event, the Concessionaire requires any space/land in addition to the Ground Handling Facilities Site for providing Ground Handling Services at the Airport, the Authority may provide such additional space/land on terms and conditions that are generally consistent with the terms and conditions applicable to its other service providers at the Airport. For the avoidance of doubt, the Concessionaire agrees and acknowledges that Authority cannot assure the Concessionaire that all its space/land requirements at the Airport can be met.

3.8 Cleanliness and removal of debris and other waste(s)

3.8.1 The Concessionaire shall ensure that all debris, unused construction material and other waste(s), at all times and from time to time, shall be disposed at a space designated by the Authority. In addition, the Concessionaire shall ensure that the cleanliness is maintained in and around the Ground Handling Facilities Site, so as to avoid the presence of birds and animals which may interfere with the operation and safety of the Airport.

3.8.2 The Concessionaire agrees and undertakes to maintain cleanliness and hygiene at the Airport in the manner as may be specified by the Authority from time to time.

3.9 Return of Ground Handling Facilities Site

The Concessionaire agrees and undertakes to transfer the Ground Handling Facilities Site in the same condition that was provided by the Authority to the Concessionaire as on the Commencement Date, normal wear and tear excluded, free of cost without any Encumbrance(s), to the Authority upon completion of the Term of this Agreement or termination of this Agreement in accordance with Clause 13, whichever is earlier.

4. OPERATION AND MAINTENANCE OF THE GROUND HANDLING FACILITIES AND OTHER OBLIGATIONS OF THE CONCESSIONAIRE

4.1 Ground Handling Equipment

4.1.1 The Concessionaire shall at its own cost or on lease, procure and maintain all the Ground Handling Equipment and Ground Handling Facilities in accordance with the Minimum Quality Standards, in order to ensure the timely provision of the Ground Handling Services during the Term of this Agreement.

4.1.2 The Concessionaire shall ensure the procurement and provision of all the Ground Handling Equipment (which shall be electric battery or CNG fuel powered as per environment policy, adopted by the Authority from time to time, to ensure environment friendly operations and energy conservation) required for the timely provision of the Ground Handling Services. Provided however, that the Concessionaire shall have the option of employing equipment using any other fuel source if such equipment is not available in electric or CNG fuel variant. Provided further that the Concessionaire will not be under the obligation of employing equipment using electric or CNG fuel only, if electrical charging points and/or CNG fuel is not available in the city where Airport is located. The Ground Handling Equipment shall include the equipment as per list set forth in Schedule VII. The said Ground Handling Equipment to be inducted at any point of time at the Airport shall not have age more than 02 (Two) years and should meet IATA AHM specifications (as currently applicable), as amended from time to time. The Concessionaire shall submit (at the time of induction of the respective Ground Handling Equipment), the details of Ground Handling Equipment deployed along with the quantity and age of the Ground Handling Equipment with approximate value and the depreciation schedule for each Ground Handling Equipment. The Parties agree that the age of the equipment shall be reckoned from the date of manufacture of the respective Ground Handling Equipment.

In addition, each Ground Handling Equipment at the time of its commissioning and during its use for the Term of this Agreement shall carry a valid certificate issued by the manufacturer/applicable accrediting agency, to the effect that the respective Ground Handling Equipment is compliant with the following IATA AHM specifications, as amended from time to time:

- i. IATA AHM specification requirements of general, including safety (AHM 910 till 918);
- ii. noise and emission levels as per latest EU requirements for the airport equipment; and
- iii. specific AHM requirements of each equipment type.

4.1.3 The Concessionaire shall set up a world class ground transportation facility of passengers and crew by IATA specified AHM standards of buses and their efficient deployment to maintain highest level of safety standards in the provision of the Ground Handling Services. Being environmentally friendly by use of only CNG/Electrical buses at the Airport, and as

per Government/NGT regulations/requirements.

- 4.1.4 All vehicles of the Concessionaire i.e. passenger tarmac buses, crew vehicles etc. shall have a colour scheme, size, style, logo, location of logo etc. as approved by the Authority.

4.2 Security and Safety of the Ground Handling Facilities

The Concessionaire agrees and undertakes to be responsible for the security and safety of the Ground Handling Facilities and the existing infrastructure at the Airport. The Concessionaire shall include all the measures as part of the security system and safety measures at the Ground Handling Facilities, in accordance with the Applicable Laws. These security and safety measures shall be, from time to time, reviewed by Authority, as it deems fit. In case there are certain observations of the Authority on the security systems and/or safety measures at the Ground Handling Facilities, the same shall be communicated to the Concessionaire by the Authority, in writing, and the Concessionaire shall rectify the same within 15 (fifteen) days' time of the receipt of such notification from the Authority. Failure to do so may result in the Authority levying a penalty equivalent to deduction of 0.1% of Security Deposit per day of delay for the next 15 (fifteen) days. If the Concessionaire fails to address Authority's observations, to the satisfaction of the Authority, beyond the extended time lines as per this clause, the same shall be treated as Concessionaire's Event of Default. The decision of the Authority shall be final in respect to the provisions of this clause.

4.3 Transition Period

- 4.3.1 The Concessionaire shall be responsible for coordinating with the current ground handling operators at the Airport in order to ensure smooth provisioning of the Ground Handling Services at the Airport. The Concessionaire shall no later than 7 (seven) days from the Effective Date meet with the existing ground handling service providers at the Airport and prepare a plan for providing Ground Handling Services at the Airport which shall, *inter-alia*, include timelines for training of employees, induction of staff and the Ground Handling Equipment and details of Users not being transitioned to the Concessionaire and whether it is in discussions with such Users. The Concessionaire agrees and undertakes to submit such plan to the Authority on or before the Commencement Date. The Authority shall provide reasonable assistance to the Concessionaire in coordinating with the current ground handling operators.

- 4.3.2 The Concessionaire shall at all time liaise, consult and co-operate with the other ground handling operators at the Airport for timely and proper performance of the Ground Handling Services at the Airport and shall offer such support as may be necessary for such purposes. The Concessionaire agrees and undertakes to comply with any directions/instructions issued by the Authority with respect to providing assistance to any

other ground handling operator at the Airport whether in the form of sharing Ground Handling Facilities or deploying its staff personnel for providing ground handling services on behalf of the other ground handling operator at the Airport.

4.3.3 The Concessionaire further undertakes to cooperate with the transitioning of the Ground Handling Services post expiry of the Term of this Agreement or termination of this Agreement in accordance with Clause 13, whichever is earlier, as may be required for smooth and efficient operation of the Airport.

4.4 Management of the Ground Handling Facilities

The Concessionaire shall, in accordance with Good Industry Practice, Applicable Law and in accordance with the provisions of this Agreement:

- (i) manage and operate the Ground Handling Facilities and carry out the Ground Handling Services in a competitive, efficient and economic manner as a commercial undertaking;
- (ii) take proper account of the reasonable requirements of Users of the Ground Handling Facilities and the Ground Handling Services.
- (iii) Shall not store gasoline, petrol, oil or any other combustible or hazardous material or any explosive substance at the place/premises to be used for providing Ground Handling Services nor shall allow entry of any lorries or vehicles containing such material except after obtaining prior permission, in writing, from the Authority and also such permissions, as may be required under the law and relevant rules and regulations from the concerned authorities/ Government Departments. Further, the Concessionaire shall comply with all directions in that behalf as may be laid down by the Chief Inspector of Explosives in India or by any other authority empowered in that behalf.
- (iv) shall observe, perform and comply with all provisions and requirements of the Shops & Establishment Act, Factories Act, Industrial Disputes Act and all other Applicable Laws in respect of or relating to the said ground handling functions and business to be carried on by the Concessionaire in or upon the airport premises.

4.5 Utilities

4.5.1 The Authority shall endeavor to make available the Utilities up to the Ground Handling Facilities Site, as may be required for providing the Ground Handling Services. The Concessionaire agrees that it shall use the Utilities made available by the Authority and shall pay the Authority for such Utilities for the performance of its obligations for providing Ground Handling Services. The Concessionaire agrees and undertakes not to engage any external service provider for the provision of Utilities without the prior approval of the Authority.

4.5.2 The Concessionaire agrees and acknowledges that the Authority cannot ensure the

continuous and uninterrupted provision of the Utilities and any loss, direct or consequential, on account of non-provision of Utilities will remain that of the Concessionaire.

4.5.3 The Concessionaire shall be responsible for, and promptly pay to the Authority, all expenses incurred by it, at the prevailing rate, in respect of the operation of the Ground Handling Facilities including, without limitation, in respect of Tax, insurance and the provision of Utilities to or at the Ground Handling Facilities Site.

4.5.4 Deleted

4.6 Emergency Suspension and Step in

4.6.1 In the event of unforeseen situations of Emergency, the Authority shall have the right to suspend the Concessionaire's rights to perform the Ground Handling Services by written notice to the Concessionaire and shall set out the arrangements to be implemented during the suspension period. During the period of such suspension, the Concessionaire shall be excused from the performance of its obligations herein.

4.6.2 The Authority shall have the right, at any time after such suspension, to step in and take over the Ground Handling Facilities and/or provide Ground Handling Services, by written notice to the Concessionaire, for a period until the continuance of the suspension in whole or in part.

4.6.3 The Concessionaire shall not be entitled to any compensation, damages or other rights in respect of any such suspension.

4.7 Peaceful Use and Occupation

4.7.1 Except as otherwise provided in this Agreement and / or except in the case of Emergency and/or as provided in any law during the subsistence of this Agreement, the Authority shall not intervene in or interrupt the operation and maintenance of the Ground Handling Facilities and carrying out the Ground Handling Services.

4.7.2 The Concessionaire shall extend its support to all the emergency mock exercises that are mandated by DGCA, BCAS, any statutory body or Authority and any cost incurred for such mock exercise(s) shall be solely borne by the Concessionaire.

4.8 Handling of passengers with special needs

4.8.1 The Concessionaire agrees and acknowledges that the services at the Airport including the

Ground Handling Services are of a paramount importance to the Airport and further that, the Authority gives special importance to handling of passengers needing special assistance, including person with reduced mobility, elderly, and unaccompanied minor passengers. The Concessionaire undertakes to provide and set up a team/cell of specially trained personnel and provide adequate equipment units to such passengers in accordance with the Good Industry Practice and Applicable Law.

4.9 Security and Safety related to Ground Handling Services

4.9.1 In the provision of the Ground Handling Services, due regard shall be paid to safety, security, local and international regulations, applicable IATA, ICAO, DGCA, BCAS regulations and/or any other governing rules, regulations and procedures so that delays and damage to the aircraft and any inconvenience to the passengers or Users are avoided.

4.9.2 Notwithstanding anything contrary to the Clause 4.2, the Concessionaire shall be responsible for the system maintenance and safety of the Ground Handling Facilities.

4.9.3 The Concessionaire shall at all times be prepared for all emergencies and at all times procure the requisite approvals from the 'Airport Rescue and Fire Fighting Services' and maintain necessary firefighting and fire protection systems and fire safety measures at their Ground Handling Facilities, in accordance with the Applicable Laws.

4.9.4 These security and safety measures shall be, from time to time, reviewed by Authority, as it deems fit. In case there are certain observations of the Authority on the security systems and/or safety measures adopted by the Concessionaire in its' provision of Ground Handling Services, the same shall be communicated to the Concessionaire by the Authority, in writing, and the Concessionaire shall rectify the same within 15 (fifteen) days' time of the receipt of such notification from the Authority. Failure to do so may result in the Authority levying a penalty equivalent to deduction of 0.1% of Security Deposit per day of delay for the next 15 (fifteen) days. If the Concessionaire fails to address Authority's observations, to the satisfaction of the Authority, beyond the extended time lines as per this clause, the same shall be treated as Concessionaire's Event of Default. The decision of the Authority shall be final in respect to the provisions of this clause.

4.10 Operation

Subject to installing appropriate facilities and compliance with all Applicable Law and standards including environmental laws, the Concessionaire shall be entitled to operate the Ground Handling Facilities, use and occupy Ground Handling Facilities Site and provide Ground Handling Services at any time during the operational hours of the Airport or as required by the Authority or the User(s), as the case may be;

4.11 Sole purpose of the Concessionaire

Unless expressly permitted by the Authority, the Concessionaire agrees and undertakes to not indulge in any activity not defined in the scope of this Agreement under clause 2.2.

4.12 Contracts

The Concessionaire agrees and undertakes to submit all ground handling contract(s) entered by and between it and the Users for the provisioning of the Ground Handling Services at the Airport within a period of 15 (fifteen) days of execution of such ground handling contracts.

Further, in all the contracts, the Concessionaire hereby agrees to compulsorily mandate the User(s) to make the payments of their dues to the Escrow Account set in accordance with the provisions of Article 9.

Note:- For Group D airports Escrow Account is not mandatory, Exclusive Account is mandatory, please refer Operations Manual.

The Authority reserves its right to undertake periodical audit of services provided by the Concessionaire to any of its Users. The Concessionaire shall intimate the Authority about the commencement or termination of Concessionaire's contract with any of its' Users 7(seven) days prior to such occurrence. Failure to do so may result in Concessionaire's Event of Default. The decision of the Authority under this clause shall be final.

For avoidance of doubt, it is hereby clarified that the Concessionaire shall not sub-license or create any subsidiaries or joint venture companies to deliver any of its obligations under this agreement, save and except with the prior written confirmation of the Authority.

4.13 Access to the Ground Handling Facilities Site

4.13.1. The Authority shall have for itself and its employees and all others authorized by it, the following rights:

- (a) the right of access to the Ground Handling Facilities Site for monitoring the performance by the Concessionaire of its obligations under the Agreement;
- (b) the right on reasonable notice (except in case of Emergency when no such notice shall be required) to perform any kind of work (including, without limitation, laying, altering, maintaining, repairing and/or replacing any sewers, pipes, cables and other items) in, under or over the Ground Handling Facilities Site; and
- (c) the right to enter the Ground Handling Facilities Site or any premises, by its

authorised representatives (including internal or external auditors), to undertake fire and safety audit or statutory audit or for any other purpose as the Authority deems necessary.

4.1.3.2. GoI and/or GoST, through the Authority, shall have for itself and its' employees and other persons authorized by it, the right to such access to the Ground Handling Facilities Site as may be required for any work to be undertaken at the Airport.

5. SKILLED PERSONNEL

5.1 Ground Handling Employees

5.1.1 The Concessionaire shall ensure that the Ground Handling Services at the Airport are carried out by trained and competent personnel as may be required for the performance of its obligations under the Concession Agreement.

5.1.2 The Concessionaire agrees and undertakes to furnish a report to the Authority, which shall include the below mentioned details of its employees/ personnel engaged in provisioning of Ground Handling Services at the Airport:

- (a) Name;
- (b) Permanent Address;
- (c) Correspondence Address;
- (d) Specimen signatures or thumb impressions and photographs;
- (e) Copy of Aadhar/ Passport;
- (f) Past work experience;
- (g) Police verification/ security clearance.

In addition, for each of the above employees and personnel engaged, the Concessionaire shall submit an undertaking that all such employees are under the payroll of the Concessionaire. Further, the Concessionaire shall also submit the details of the provident fund account number and yearly returns filed by the Concessionaire for such employees and personnel engaged. The Authority reserves its right to audit such details at any time and frequency as it may deem appropriate.

5.1.3 The Concessionaire further agrees and undertakes to comply with all Applicable Laws in relation to any personnel engaged by it for provisioning of Ground Handling Service at the Airport.

5.1.4 The Concessionaire shall ensure that the Ground Handling Services and ground handling operations are carried out with minimal disruption at the terminal(s), airside and city side areas.

5.1.5 All employees should be in uniform with the logo of the Concessionaire/Users.

5.2 Employment of Foreign nationals

The Concessionaire acknowledges, agrees and undertakes that the employment of foreign personnel by the Concessionaire and/ or its contractors and their subcontractors, if any, shall be subject to grant of requisite regulatory permits and approvals including but not limited to employment/ residential visa(s) and work permit(s), as may be applicable, and the obligation to apply for and obtain the Airport

entry permit(s) shall at all times vest with the Concessionaire. It is clarified that the inability to procure such permit(s) and approval(s) by the Concessionaire shall not constitute a Force Majeure event and does not excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.3 Employment of trained personnel

The Concessionaire shall ensure that the setting up of Ground Handling Facilities Site and provision of Ground Handling Services at the Airport are at all times, carried out by trained and skilled personnel only. The Concessionaire will arrange to provide adequate training as well as certification from institutes accredited by IATA or National Skill Development Corporation (NSDC) or any equivalent Central / State government body for operations of Ground Handling Equipment, practices/procedures of highest safety for provision of the Ground Handling Services, as well as other statutory requirements under the Applicable Law. No untrained staff shall be deployed for any activity of skilled, semi-skilled or unskilled nature by the Concessionaire. The Concessionaire shall comply with the Applicable Laws with respect to its employees and staff engaged by the Concessionaire at the Airport.

5.4 Engagement of Labour

5.4.1 The Concessionaire shall make its own arrangements for all labour, local and otherwise, skilled, and semi-skilled as may be required for the proper and timely execution of the Ground Handling Facilities and provisioning of Ground Handling Services and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws relating to the employment of workmen or any subsequent modification or re-enactment thereof.

5.4.2 Authority under no circumstances shall be treated as principal employer of employees of Concessionaire. Without prejudice to any other provisions of this Agreement, the Concessionaire shall at all times hold harmless and indemnify the Authority from and against all claims, liabilities, expenses, costs and losses suffered or incurred by Authority which may arise out of or in connection with the employment of labour for the execution of the obligations under this Agreement.

5.5 Removal of Concessionaire's employee(s)

5.5.1 Subject to Clause 5.2, the Concessionaire acknowledges that any contract for foreign manpower shall be subject to the political sensitivities of GoI and the Concessionaire shall not enter into any such arrangements without the prior written consent of the

Authority. In case the Authority has any reasonable objections to the engagement of an employee by the Concessionaire, the Authority shall consult with the Concessionaire and require the Concessionaire to immediately remove from the Ground Handling Facilities Site, at the Concessionaire's sole cost and expense, any person employed by the Concessionaire in relation to the Ground Handling Services and such person shall not be employed again by the Concessionaire without the prior written permission of the Authority. Any person so removed from the Ground Handling Facilities Site shall, unless the Authority specifies otherwise, be replaced, at the Concessionaire's expense, as soon as possible, by a competent substitute approved by the Authority.

6. MONITORING OF QUALITY STANDARDS

6.1 Minimum Quality Standard

- 6.1.1 Notwithstanding anything to the contrary contained herein, the Concessionaire will be responsible for adhering to the minimum quality standards ("**Minimum Quality Standard**"), as may be specified by the Authority, from time to time, for ensuring the overall quality of the Airport. For the avoidance of doubt, the Concessionaire cannot enter a service level agreement for providing Ground Handling Services, at a quality standard lower than Minimum Quality Standard. Notwithstanding anything contrary to the provisions of this clause, the Users shall have the flexibility to define their own service levels based on the needs of its customers, in accordance with Applicable Laws. The extant Minimum Quality Standard are set out in Schedule I of this Agreement.
- 6.1.2 In addition to the Minimum Quality Standard, the Concessionaire shall also, at times, comply with the Airside Safety Regulations, as may be specified by the Authority, from time to time.
- 6.1.3 The Authority has the right to revise the Minimum Quality Standard, from time to time, and it is the sole responsibility of the Concessionaire to ensure that it complies with the updated Minimum Quality Standard and policy/regulations, at all times, during the subsistence of this Agreement.

6.2 Quality Standards

- 6.2.1 The Concessionaire is primarily responsible for the provision of the Ground Handling Services at the Airport and shall conform to the Applicable Laws and at all times work to further improve the Ground Handling Facilities, the Ground Handling Services and the standards thereof on a continuing basis during the Term of this Agreement.
- 6.2.2 The quality standards of the Ground Handling Services sought to be provided by the Concessionaire at the Airport will primarily be governed on the basis of the service level agreements between the Users and the Concessionaire and the Users shall have the flexibility to define their own service levels based on the needs, provided that such service levels are:
- (a) not in any way inferior to the Minimum Quality Standard as per the provisions of clause 6.1.1
 - (b) in conformity with IATA, ICAO, DGCA or any other relevant agency's requirements and standards;
 - (c) in conformity with the Airside Safety Regulations and any other policy/regulation as may be notified by Authority; and

For the avoidance of doubt, it is clarified that the duration of the service level agreements entered into by the Concessionaire with Users shall not exceed the Term of this Agreement.

6.3 Monitoring of Quality Standards

6.3.1 The Parties agree that during the Term of this Agreement, the operation and maintenance of the Ground Handling Facilities and the provision of the Ground Handling Services shall be monitored by the Authority. The Parties agree and acknowledge that the Authority, shall have the right to appoint an auditor to carry out semi-annual reviews of the performance of the Concessionaire. The cost of such audits will be borne by the Authority.

6.3.2 DELETED

6.3.3 It will be mandatory for the Concessionaire to report the cases of accidents or near-miss incidents/ accidents on the ground, for review of activities/targets in this area of work by the Authority to ensure that Concessionaire is in compliance with the Minimum Quality Standard.

6.3.4 The Concessionaire agrees and undertakes that:

- (a) In the event, the Concessionaire fails to achieve the Minimum Quality Standard, in any manner whatsoever, for providing Ground Handling Services, then the Authority shall notify the Concessionaire about the results of the audit and indicate the areas of any short fall.
- (b) The Concessionaire shall, after the Authority notifies the Concessionaire, about the failure to meet the Minimum Quality Standard:
 - (i) immediately meet the Authority in order to finalize a mutually agreeable plan ("**Improvement Plan**") to remedy the cause for such shortfall in its service level so as to meet the Minimum Quality Standard; and
 - (ii) within 14 (fourteen) days of the notification by the Authority about the failure to meet the Minimum Quality Standards, implement the Improvement Plan.
 - (iii) After 90 (ninety) days from the date of submission of the Improvement Plan, the Authority shall conduct a second audit. In the event, the Concessionaire fails to achieve the Minimum Quality Standard in this second audit, the Authority shall impose Damages at the rate of 1% of the total revenue from User Fee in the respective quarter for every shortfall of 10% in any single performance indicator specified in this Article 6 and Schedule I provided, however, that where the shortfall cannot be quantified, the Damages shall be determined at the rate of

2% of the total revenue from the User Fee for the relevant quarter; provided further that the Authority may fully or partially waive its right to impose Damages, in part or full, if it is satisfied that the Concessionaire has been carrying out its obligations diligently and efficiently and that the shortfall to be waived was on account of reasons beyond the control of the Concessionaire.

- (iv) The Authority shall conduct a final round of audit post 60 days from the second round of audit. In the event, the Concessionaire fails to achieve the Minimum Quality Standard in this final round of audit, the entire security deposit shall be forfeited, and such event shall constitute Concessionaire's Event of Default.

7. PAYMENT OF PREMIUM, USER FEE AND SECURITY DEPOSIT

7.1 Premium

7.1.1 The Concessionaire is required to calculate the Revenue Share as:

- 3% of the Actual Gross Revenue from Scheduled Domestic Passenger Flight(s)
- 15% of the Actual Gross Revenue from Users other than Scheduled Domestic Passenger Flight(s) and RCS Flight(s)
- 0% for RCS Flight(s)

Revenue share for RCS flights will be revised to applicable rates for respective categories of Users as mentioned in Clause 7.1.1 in case the flights are no longer covered under the Regional Connectivity Scheme.

Note:- For Group C & D the Actual Gross Revenue from Scheduled Domestic Passenger Flight will be 5%.

7.1.2 Every year, the Concessionaire shall pay Premium which is maximum of MAG or the Revenue Share calculated as per Clause 7.1.1. **MAG will be escalated at 20% on completion of every five years.**

For the avoidance of doubt, at the beginning of 6th year the quoted MAG will be escalated to 20% and the concessionaires will pay maximum of Revenue Share or escalated MAG.

7.1.3 For the purpose of billing, MAG for the subsequent years, will be divided by twelve to arrive at Minimum Monthly Guarantee ("**MMG**"). Likewise, Monthly Revenue Share shall be the revenue share calculated every month by applying respective revenue share percentages as per Clause 7.1.1 on monthly revenue earned by the Concessionaire. On the date of the COD, the Concessionaire shall pay MMG to the Authority. By 5th day of every month following the month of COD, Concessionaire shall pay the MMG to the Authority. If the Concessionaire fails to pay MMG as aforesaid, the Concessionaire shall be liable to pay interest at a rate of 12% per annum calculated for each day of delay, as per AAI Credit Policy, without prejudice to Authority's other rights and remedies. Reconciliation of cumulative MMG and Monthly Revenue Share for three months in a quarter shall be undertaken by the 5th day of the next month of the subsequent quarter. Concessionaire would be required to pay the cumulative difference for the quarter, if any to the Authority by 15th day of the next month of the subsequent quarter. If the Concessionaire fails to pay the reconciled amount as aforesaid, the Concessionaire shall be liable to pay interest at a rate of 12% per annum calculated for each day of delay, as per AAI Credit Policy, without prejudice to Authority's other rights and remedies. Any delay in payment of MMG or the cumulative difference between MMG and Monthly Revenue Share for any quarter beyond a period of three months from the due date of such respective payments, shall constitute a Concessionaire Event of Default.

Each year by the 15th day of the close of the financial year, reconciliation of cumulative MMG and Monthly Revenue Share for the entire year shall be undertaken. Authority or the Concessionaire, as the case may be, would be required to pay the amount such that the Concessionaire is liable to pay higher of the MAG or the Revenue Share calculated for the entire year.

Note: If the Concessionaire fails to pay MMG on time, then the entire amount of outstanding dues including interest shall be adjusted from Security Deposits available with AAI, and agency will be advised to recoup the amount recovered from the Security Deposit.

7.1.4 Every 5th day of each month, Concessionaire shall provide information of the previous month to the Authority as per the format set out in Schedule V of this Agreement which covers but not limited to:

- details of flights (load sheet) handled by the Concessionaire, including the number of passengers, cargo on board, aircraft type details etc.
- details of the Actual Gross Revenue per air craft handled other details as per the request of the Authority.

7.1.5 The Authority may, in order to satisfy itself that the Concessionaire is reporting its Actual Gross Revenue honestly and faithfully, depute its representatives to the Airport, and undertake such other measures and actions as it may deem necessary including cross verification of all the contracts undertaken between the Concessionaire and the User(s), to ascertain the actual services rendered of the Concessionaire. The Authority may call upon any data, information, log, sheet, document or statement, as it may deem fit and necessary for the purposes of the determination of the flights/aircrafts handled by the Concessionaire.

7.1.6 It is hereby clarified that in the event of any Dispute, the Concessionaire would be liable to pay all its dues to the Authority, even if these dues are under Dispute and are handled as per the provisions of Clause 15. In the event, the Dispute is settled in favour of the Concessionaire, the Authority shall refund any disputed dues as per the decision of the Mediation policy, without any additional interest or penalties.

7.2 Space/Land Rental

7.2.1 The Concessionaire shall execute a separate Space and Land Agreement with Airport Director, <name of airport> as per instructions/rates issued by respective directorates from time to time. The rates for Space rent (A/C & Non-A/c) and Land rates (Paved) provided in RFP are indicative and subject to change as per the policy for respective airport from time to time.

7.2.2 The Concessionaire confirms, agrees and acknowledges that any difference(s) or dispute(s) between the Parties, arising out of or in connection with the Space and Land Agreement shall be governed and settled solely by the terms of the Space and Land

Agreement.

7.3 Security Deposit

The Concessionaire shall provide Bank Guarantee (as per SCHEDULE- X), for the performance of its obligations hereunder, provide to the Authority within 45 (forty five days) from the date of issue of the LOIA or signing of this Agreement whichever is earlier (on the request of SP, the Authority in its sole discretion with justified reason for extension, may provide one-time extension of additional 45 days to the SP to submit the Performance Security) an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 10 (Ten) Months of the Minimum Annual Guarantee (MAG) quoted by the Selected Bidder as part of the bid. The validity of the bank guarantee should be for a period of 18 months from the date of its issue.

The irrevocable, unequivocal and unconditional bank guarantee is to be issued by a scheduled commercial bank (other than cooperative scheduled bank) in India in favour of 'Airports Authority of India' payable at [location of the Airport]. Until such time the Security Deposit is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Security Deposit pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

- 7.3.1 Notwithstanding anything to the contrary contained in this Agreement, in the event Security Deposit is not provided by the Concessionaire within a period of 45 (forty five) days or extension if any, provided by the authority from the date of the LOIA or signing of this Agreement whichever is earlier, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- 7.3.2 On the 15th day from the start of second year and for each subsequent year thereon, the amount of Security Deposit shall be reset to the 10 (Ten) Months of the Premium of the previous year by issuance of an irrevocable, unequivocal and unconditional bank guarantee issued by a scheduled commercial bank (other than cooperative scheduled bank) in India in favour of 'Airports Authority of India' payable at [location of the Airport]. The validity of the bank guarantee should be for a period of 18 months from the date of its issue. Upon submission of this renewed bank guarantee, the bank guarantee for the previous year shall be released, in no case later than 10 (ten)days from the date of written verification of the renewed bank guarantee received from the issuing bank.
- 7.3.3 The Authority shall be entitled to utilize or appropriate the Security Deposit, at any time,

without prior intimation to the Concessionaire, to make good any amount due and payable under this Agreement and/or an amount equivalent to the cost of making good any damage caused or permitted to be caused to the Authority or to the Ground Handling Facilities Site, by any act or omission of the Concessionaire and/or any loss resulting from a breach by the Concessionaire of any of the terms and conditions under this Agreement. In case of any deduction or utilization or forfeiture of the Security Deposit, the Concessionaire shall replenish the same, within 15 (fifteen) days of such deduction or utilization, by such an amount that the quantum of Security Deposit is restored, failing which, the Authority reserves the right to levy Damages and/or terminate this Agreement in accordance with the provisions set forth in clause 13.

7.3.4 Subject to Clause 13, the Authority will release the Security Deposit after 6 (six) months of the expiry or termination of this Agreement, as the case may be, provided that the Concessionaire is not in breach of any of the provisions of this Agreement.

7.3.5 It is expressly clarified that the Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

7.3.6 Set-Off Clause:- In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust, such amount from time to time to the fullest extent, with prior notice of 07 (Seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

Explanation 1:- For the purposes of this agreement, set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/airport premises.

Explanation 2:- Outstanding dues shall mean and include any amount accrued/due against the licensee under this or any other agreement at any of AAI airport or airport premises.

7.4 Taxes

The Concessionaire agrees and undertakes to pay all applicable Taxes in relation to all payments made by it to the Authority including the Premium, Space rentals, Utilities charges and any other payments or Damages as per the terms of this Agreement, during

the Term of this Agreement.

7.5 User Tariff

- 7.5.1. The Concessionaire shall have the right to levy and collect tariffs from the Users, for providing the Ground Handling Services at the Airport. For the avoidance of doubt, no claim shall be considered at any time for reimbursement of any expense incurred by the Concessionaire as a result of any misunderstanding in regard to the conditions imposed on the Concessionaire under this Agreement or the conditions prevailing at the Ground Handling Facilities Site or arising from a change in Applicable Law on the provision of the Ground Handling Services.
- 7.5.2. Within fifteen days of the signing of Concession Agreement, the Concessionaire has to submit tariff application to AERA for its approval to levy the tariffs on the Users. A copy of such tariff application shall also be submitted to the Authority. The Concessionaire shall make reasonable efforts to get the tariffs approved by AERA within three months of the Commencement Date. The Authority shall not issue the Certificate of Operational Readiness unless the Concessionaire has approval from AERA on the tariffs (or ad-hoc tariffs, as the case may be) to be levied on the Users.
- 7.5.3. The tariff to be levied at the Airport by the Concessionaire should be duly approved by AERA and submitted to Authority in a format set out in Schedule III ("**Ground Handling Tariff**").
- 7.5.4. For the avoidance of doubt, component of MAG, MAG and/or Premium shall not be considered as a pass-through expenditure for the purpose of determination of tariff under the extant AERA regulatory framework. The pass-through component for tariff determination shall be limited to the Revenue share determined by using the percentages stated in Clause 7.1.1.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants that:

- (a) it is duly organized and validly existing under the laws of the country it has been incorporated in, and has full power and authority to execute and perform its obligations under this Agreement and carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to undertake the Concession at the Airport in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid by the Selected Bidder and as updated on or before the Effective Date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may

result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (k) {in case the Selected Bidder is a single entity, then the Selected Bidder shall, at all times, hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire during the entire Term of this Agreement.

OR:

It shall ensure the Lead Member shall, at all times, continue to hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire during the Term of this Agreement and the Members other than the Lead Member whose experience has been evaluated for Technical Capacity and Financial Capacity for the purposes of the RFP, at all times, continue to hold more than 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire until the entire Term of this Agreement.}

- (l) Notwithstanding anything stated contrary in the sub-clause above, the Concessionaire shall take prior approval of the Authority for any change in the shareholding during the Term of the Agreement;
- (m) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to the Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (n) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf,

to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

- (o) it shall obtain necessary permission/approval from the Reserve Bank of India for any kind of transaction in foreign currency from the Users for their Ground Handling Services;
- (p) all information provided by the {Selected Bidder} in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- (q) all undertakings and obligations of the Concessionaire arising from the Request for Proposal or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.
- (r) all invoices raised by the Concessionaire to the Users shall be in the format defined provided in Schedule VI.

8.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary under the Applicable Laws to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) DELETED
- (c) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in material adverse effect on the ability to perform its obligations under this Agreement;
- (d) it has the financial standing and capacity to perform its obligations under the Agreement; and
- (e) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

8.3 Authority's additional confirmation and covenants

- (a) The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (i) Upon written request of the Concessionaire, and subject to the Concessionaire complying with the Applicable Laws, provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for the implementation and operation of the Concession;
 - (ii) Upon written request of the Concessionaire, assist the Concessionaire in obtaining access to all the requisite infrastructure facilities and Utilities, on terms no less favorable to the Concessionaire than those available generally to commercial customers receiving substantially equivalent services;
 - (iii) Not do or omit any act(s), deed(s) or thing(s) which may in any manner be in violation of the terms of this Agreement; and
 - (iv) Support cooperate with and facilitate the Concessionaire in the implementation and operation of the Concession in accordance with the terms of this Agreement.

For avoidance of doubt, it is hereby clarified that none of the provisions of this Clause 8.3 shall constitute any binding obligation on the Authority, and that the ultimate responsibility shall always lie with the Concessionaire.

8.4 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

9. ESCROW ACCOUNT

Note: This clause 9 and their sub clauses will not be applicable for Group D Airports.

9.1 Escrow Account

- 9.1.1. The Concessionaire shall, prior to the COD, open and establish an Escrow Account with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.
- 9.1.2. The nature and scope of the Escrow Account are fully described in the agreement ("**Escrow Agreement**") to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule VI.

9.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

- (a) all monies received in relation to the Project from Banks, other lenders, shareholders and insurance companies;
- (b) all User Fee and any other revenues from or in respect of the Ground Handling Services, including the proceeds of any rentals, deposits, capital receipts or insurance claims;
- (c) all User Fee collected by the Authority in exercise of its rights under the Concession Agreement; and
- (d) all payments by the Authority, after deduction of any outstanding Premium and Space/Land Rental;

9.3 Withdrawals during Concession Period

- 9.3.1. The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:
 - (a) all taxes due and payable by the Concessionaire for and in respect of the Project;
 - (b) all payments relating to procurement of equipment and construction related to the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
 - (c) o&m expenses including Space/Land Rental in accordance with the Clause 7.2 , subject to the ceiling, if any, set forth in the Financing Agreements, in accordance with the Applicable Laws, Applicable Permits and Good Industry Practice;

- (d) o&m expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- (e) Premium due and payable to the Authority;
- (f) monthly proportionate provision of debt service due in an Accounting Year;
- (g) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire;
- (h) monthly proportionate provision of debt service payments due in an Accounting Year in respect of subordinated debt;
- (i) any reserve requirements set forth in the Financing Agreements; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire.

9.3.2. The Concessionaire shall not in any manner modify the order of payment specified in Clause 9.3.1, except with the prior written approval of the Authority.

9.4 Withdrawals upon Termination

9.4.1. Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project;
- (b) outstanding Premium and Space/Land Rental;
- (c) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire including forfeiture of Security Deposit in part or full;
- (d) outstanding debt service including the balance of debt due;
- (e) outstanding subordinated debt;
- (f) incurred or accrued o&m Expenses;
- (g) any other payments required to be made under this Agreement; and
- (h) balance, if any, in accordance with the instructions of the Concessionaire:

The provisions of this Article 9 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 9.4.1 have been discharged.

10. MAINTENANCE OF INSURANCE, APPROVALS AND CLEARANCES

10.1. Insurance during Concession Period

The Concessionaire shall at all times, during the Term of this Agreement, arrange and maintain at its own costs, adequate and appropriate insurance and as per IATA AHM or SGHA for the Ground Handling Facilities, other related facilities and liabilities including but not limited to theft and burglary ("**Insurance Cover**"). The Concessionaire shall ensure that each policy taken out pursuant to this Clause 10.1, shall be increased from time to time to such amounts as would be affected in accordance with Good Industry Practice and as may be reasonably required, taking into account, amongst other things, market availability in respect of risks, liabilities and amounts of insurance. The Concessionaire will ensure that it has adequate mandatory third-party insurance at all times to cover the liabilities towards the Users for any physical loss and/or damage to an aircraft or such amount as may be specified by the Authority, from time to time.

10.2. Evidence of Insurance Cover

Within 15 (fifteen) days of obtaining any Insurance Cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of Insurance Cover(s) and premia payment receipts in respect of such insurance. The Concessionaire shall ensure that the Authority is named as the loss payee in all policies of insurances taken by the Concessionaire. The Concessionaire shall from time to time promptly pay any insurance premium due, keep the insurance policies in force and valid. The Concessionaire shall not cancel, modify or allow to expire or lapse any insurances until the expiration of at least 45 (forty-five) days' notice of such cancellation, modification or non-renewal has been provided by the Concessionaire to the Authority. The Concessionaire shall comply with the terms and conditions of the insurances and the procedures for claims notification and administration there under and shall do nothing nor omit to do anything which might render the insurances avoidable.

10.3. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 10 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such

person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

10.4. Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waive any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

10.5. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 9.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement or improvement of the Ground Handling Services, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

Note: For Group D airports Escrow Account shall be replaced with Exclusive Bank Account.

10.6. Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with the conditions imposed under the insurance policies effected in accordance with the provisions of this Agreement.

11. ACCESS TO THE BOOKS OF ACCOUNTS, AUDIT AND RECORDS

11.1. Access to the books of accounts

- 11.1.1. The Authority shall have access to the operational data and revenue data of the Concessionaire showing the billings of each User and the rates for the Ground Handling Services charged by the Concessionaire per flight, aircraft type wise and any other data that forms or contributes to the Actual Gross Revenue. Notwithstanding anything contrary in this Agreement, Authority will have the right to reconcile the amount in the sub-account, created as per the provision in the Escrow Agreement, for the revenue share which is payable to the Authority and is charged to the Users as a pass-through cost under the extant AERA regulation. Any discrepancy at the time of reconciliation, shall be considered as Concessionaire event of default.
- 11.1.2. The Concessionaire shall provide all operational data and revenue data or any other data that forms or contributes to the Actual Gross Revenue, on a monthly basis or on such other intervals as may be directed by the Authority in the format prescribed by the Authority from time to time. The Parties agree and acknowledge that Authority shall have the right to inspect and have access to any data by giving a reasonable prior notice of not less than 24 (twenty-four) hours to the Concessionaire and the Concessionaire shall provide such data to the Authority.
- 11.1.3. Within 15 (fifteen) days of a written notice by the Authority, the Concessionaire shall provide to the Authority, and its consultants, advisors, representatives and agents full and free access to the originals of and/or as requested, copies of all such information as the Authority may require from time to time.
- 11.1.4. The Concessionaire shall maintain separate books of account recording its income and expenditure etc. for the Airport in accordance with Applicable Law. The Concessionaire shall provide to the Authority, 2 (two) copies of its detailed annual financial statements including balance sheet, cash flow statements and profit and loss account along with report thereon by its statutory auditors, as soon as reasonably available and in any event, the Concessionaire shall submit the annual audited accounts within 180 (one hundred and eighty) days of the end of the Accounting Year.

11.2. Audit

The Authority may, at its own cost and expense, carry out audits on the Concessionaire in each Accounting Year and shall have the right to appoint an auditor for these purposes. The Concessionaire shall provide all assistance and access to records and data shall be made available to the Authority for conducting audits. The Authority shall ensure that such auditor as appointed by the Authority, shall maintain confidentiality over any information, records and data provided by the Concessionaire.

11.3. Records

Subject to compliance with all Applicable Law, the Concessionaire shall keep full records in respect of the bills, vouchers, invoices and all supporting documents regarding the Concession granted under this Agreement and shall make them available for inspection on reasonable notice and during normal business hours to the Authority for the purpose of verification by the Authority of the Concessionaire's compliance with the terms and conditions hereof and shall furnish copies thereof to the Authority (at Concessionaire's cost) if called for.

12. FORCE MAJEURE

12.1 Force Majeure

12.1.1 As used in the Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of event, as defined in Clause 12.1.2, if it affects the performance by the Party claiming the benefit of Force Majeure ("**Affected Party**") of its obligations under this Agreement and which act or event

- (i) is beyond the reasonable control of the Affected Party, or
- (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, or
- (iii) has material adverse effect on the Affected Party.

12.1.2 A Force Majeure Event shall mean one or more of the following acts or events:

- (i) nation-wide lawful strike or lockout by persons other than the Concessionaire's personnel, employees and workmen; or
- (ii) acts of God, fire, flood, lightning, storm, tornado, earthquake, landslide, soil erosion, epidemics, volcanic activity, tsunami or other natural disaster excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement; or
- (iii) loss of or serious accidental damage at the Airport; or
- (iv) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, rebellion, terrorism, revolution, insurrection, military or usurped power, blockade, embargo, hostilities (whether war declared or not), revolution, riot, bombs or civil commotion or civil war; or
- (v) any act, event or circumstance of a nature analogous to the foregoing.

Provided further that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

- (i) failure or inability to make any payment; or
- (ii) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event; or
- (iii) strikes or labour disputes of any kind or collective bargaining agreements, by/of Concessionaire, resulting in a delay or stoppage of work (other than strikes, labour disputes on a nationwide basis); or
- (iv) economic hardship.

12.2 Duty to Report Force Majeure Event

12.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall

include full particulars of:

- (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 12 with evidence in support thereof;
- (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (iv) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified in accordance with Clause 12.2.1, the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

- 12.2.2 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 12.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

12.3 Allocation of Costs Arising out of Force Majeure

- 12.3.1 Upon occurrence of any Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

- 12.3.2 Save and except as expressly provided in this Clause 12, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

12.4 Effect of Force Majeure Event

- 12.4.1 Upon the occurrence of any Force Majeure Event before COD is achieved, the period set forth for the COD shall be extended by a period equal in length to the duration of the Force Majeure Event.

- 12.4.2 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.
- 12.4.3 It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.
- 12.4.4 Notwithstanding anything contrary to clause 7, it is hereby clarified that the Concessionaire agrees to pay the Premium to the Authority, as the case may be, even if the Ground Handling Services or the operations of the Airport are suspended due to the events attributable to Force Majeure.

12.5 Termination notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 12, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

13. TERMINATION AND EXPIRY

13.1 Termination

The Parties may, without prejudice to any of their rights and remedies under this Agreement, in law or in equity, terminate this Agreement or part thereof as mentioned below.

13.2 Authority's right to terminate

13.2.1 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Event of Default, the Authority shall be entitled to terminate this Agreement; provided that before such Termination, the Authority shall by a written notice, inform the Concessionaire of its reasoned intent to terminate the Agreement and grant 45(forty-five) days to the Concessionaire to remedy the Concessionaire's Event of Default.

In the event, the Concessionaire fails to remedy the Concessionaire's Event of Default within the notice period of 45 (forty-five) days as aforesaid, the Authority shall have the right to terminate this Agreement by issuing a Termination Notice of 180 (one hundred and eighty) days, unless extended further for suitable time by the Authority. The Concessionaire shall be deemed to be in default of this agreement (**'Concessionaire's Event of Default'**) on occurrence/happening of the following events:

- (i) the Security Deposit or part thereof has been appropriated in accordance with Clause 7.3 and the Concessionaire fails to replenish or provide fresh Security Deposit or equivalent part thereof within a period of 15 (fifteen) days; or
- (ii) subsequent to the replenishment of furnishing of fresh Security Deposit in accordance with Clause 7.3, the Concessionaire fails to cure, within a period of 30 (thirty) days, the Concessionaire's Event of Default for which whole or part of the Security Deposit was appropriated; or
- (iii) any representation or warranty of the Concessionaire herein contained is found to be materially false or misleading or the Concessionaire is at any time in breach of such representation or warranty by the Concessionaire; or
- (iv) the Concessionaire abandons or manifests intention to abandon the operation of the Concession prior to the expiry of the Term as set forth in Clause 2.1.1; or
- (v) the Concessionaire has failed to make any payment to the Authority within the period specified thereof in this Agreement; or

- (vi) any breach by the Concessionaire of obligations set forth in this Agreement including but not limited to provisions of Clauses 4.2, 4.9 and 4.12; or
- (vii) the Concessionaire directly or indirectly, undertakes or performs either itself or through agency, sub-contract, sub- concession or otherwise, any activity other than activities provided for/ envisaged under this Agreement; or
- (viii) failure of Concessionaire to maintain Insurance Cover(s) in accordance with the requirements of this Agreement; or
- (ix) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement; or
- (x) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Concession; or
- (xi) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound- up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a material adverse bearing on the Concession; or
- (xii) the Concessionaire submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars; or
- (xiii) if the Concessionaire fails to commission the Ground Handling Facilities within the period specified in the terms of this Agreement; or
- (xiv) if the Concessionaire uses the Ground Handling Facilities Site for any activity other than provisioning of Ground Handling Services as stipulated in this Agreement, without prior written consent of the Authority; or
- (xv) If the Concessionaire fails to achieve the Minimum Quality Standards in accordance with the provisions of Clause 6.3.4 (b) (iv);
- (xvi) if the Concessionaire fails to maintain clearances and Approvals as may be required under the Applicable Law for provision of Ground Handling Services at the Airport;

13.2.2 Post 45 days of cure period in accordance with Clause 13.2.1, the Authority shall be

entitled to appropriate from the Concessionaire, and Concessionaire hereby agrees to pay to the Authority an amount of equivalent to INR 2,00,000 (Rupees Two Lakh only) for each day of Concessionaire's Event of Default as set out in Clause 13.2. Notwithstanding anything to the contrary contained in this Agreement, the amount stated in this clause 13.2.2 shall be over and above any other Damages that the Authority may be entitled to levy under the provisions of this Agreement including forfeiting the Security Deposit in part or full.

Provided always that the aggregate liability of Concessionaire under this Clause 13.2 shall not exceed the aggregate amount of INR 4,50,00,000 (INR Four Crores Fifty Lakh only). Upon reaching such ceiling of INR 4,50,00,000 (INR Four Crore Fifty Lakh only), the Authority shall have the right to terminate the Agreement immediately without any further notice and Concessionaire agrees to vacate and handover the Ground Handling Facilities Site within 7 (seven) days to the Authority. In case the Concessionaire fails to vacate the Ground Handling Facilities Site within 7 (seven) days, the Authority reserves its right to evacuate the Concessionaire, at the cost and expense of the Concessionaire.

- 13.2.3 The Parties hereby confirm, record and declare that the amount of damages fixed as above represent the genuine, fair and reasonable pre-estimate thereof considering all the facts and circumstances as the loss and damages that would be likely suffered by the Authority on account thereof. The Parties agree that the sum named above is only for the purposes of securing performance of this Agreement and not for the purpose of giving to the Party in default an option of paying the money in lieu of specific performance.

13.3 Concessionaire's right to terminate

Upon occurrence of Authority Event of Default, the Concessionaire shall be entitled to terminate this Agreement; provided that before such Termination, the Concessionaire shall by a written notice, inform the Authority of its reasoned intent to terminate the Agreement and grant forty-five (45) days to the Authority to remedy the Authority's Event of Default.

In the event, the Authority fails to remedy the Authority Event of Default within the notice period of forty-five (45) days as aforesaid, the Concessionaire shall have the right to terminate this Agreement by issuing a Termination Notice of 180 (one hundred and eighty) days. The Authority shall be deemed to be in default of this Agreement ("**Authority Event of Default**") under the following conditions:

- i. the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by

this Agreement; or

- ii. the adjudication of the Authority as a bankrupt or insolvent, or institution by Authority of proceedings to be adjudicated a voluntary bankrupt, or consent by the Authority to the filing of a bankruptcy proceeding against it, or the filing by the Authority of a petition or answer or consent seeking reorganization under any Applicable Law, consent by the Authority to the filing of such petition, or consent to the appointment or a receiver, custodian, liquidator or trustee of it or of all or any substantial part of its property, or the admission by the Authority in writing of its inability to pay its debts generally as they become due or the taking of corporate or other action by the Authority in furtherance of any of the foregoing.
- iii. failure to provide Ground Handling Facilities Site in accordance with this Agreement;

13.4 Consequences of termination or expiry

13.4.1 Where the Agreement is terminated pursuant to Clause 13.3 and Clause 13.5, the Authority shall release and refund the available Security Deposit, if any, to the Concessionaire, provided there are no outstanding claims of the Authority on the Concessionaire.

13.4.2 Save and except as otherwise expressly provided herein, the Authority shall not be liable to compensate the Concessionaire in any manner whatsoever in the event of earlier termination of the Concession for any reason whatsoever.

13.4.3 Upon early termination of this Agreement,

- (a) Subject to the requirements imposed on the Concessionaire pursuant to sub-clause (b) below, the Authority shall have the right to enter the Ground Handling Facilities Site and expel the Concessionaire there from and set up the Ground Handling Facilities and/or provision of Ground Handling Services itself or by employing any third party.
- (b) After the date of termination of this Agreement, Concessionaire shall:
 - (i) within 7 (seven) days, render at its cost the Ground Handling Facilities in good conditions to Authority, normal wear and tear excluded. Prior to the return, if any of the aforementioned properties are damaged, the Concessionaire shall repair the Ground Handling Facilities to their original condition as on the Effective Date, normal wear and tear excluded;
 - (ii) within 7 (seven) days, vacate the Ground Handling Facilities Site and remove all

- its personnel and equipment;
- (iii) shall deliver forthwith actual or constructive possession of the Ground Handling Facilities and Ground Handling Facilities Site, free and clear of all encumbrances and execute such deeds, writings and documents as may be required by the Authority for novating all of the rights, title and interest of the Concessionaire in the Ground Handling Facilities, all purchase orders, and all contracts or agreements relating to Ground Handling Facilities and Ground Handling Services. Notwithstanding the foregoing, the transfer of contracts with Users would be subject to the relevant approvals being obtained from the relevant Users. The Concessionaire shall bear the transfer costs;
 - (iv) Concessionaire shall remove all its materials, belongings, etc. from such locations at the Concessionaire's own cost.

In case the Concessionaire fails to comply with its obligations as aforesaid, then Authority shall have the right to appoint third parties for undertaking these aforesaid obligations, at the cost of the Concessionaire which shall be payable by the Concessionaire as debt due and payable on demand. Authority shall have recourse to appropriate Security Deposit for such debt due.

- (c) In addition to above, Authority shall acquire all the immovable properties, free of cost, comprised in the Ground Handling Facilities and will have the option to acquire the movable properties, on mutually acceptable terms and conditions with the Senior Lenders and the Concessionaire, comprised in the Ground Handling Facilities including movable equipment or systems, the titles of which are owned by the Concessionaire. Subject to the foregoing, the Concessionaire agrees and undertakes to transfer all the rights and titles in the movable properties comprised in the Ground Handling Facilities opted to be acquired by Authority, free of any encumbrance to Authority.

13.5 Termination by Efflux of Time

Unless terminated earlier in accordance with the provisions of this Article 13, the Agreement shall terminate upon the expiry of the Term. In case of termination by efflux of time, for a period of 30 (thirty) days, Concessionaire shall provide assistance as necessary to allow the Authority to pursue the operation of the Ground Handling Facilities, at the cost of Concessionaire.

13.6 Obligations during Termination Notice

Upon service of a notice by either Party of its intent to terminate the Agreement, the Parties shall, subject where applicable to the provisions of this Article 13, continue to

perform such of their respective obligations under this Agreement which are capable of being performed with the object, as far as possible, of ensuring continued availability of the facilities and services to the Users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/ breach.

14. INDEMNITY

14.1 General indemnity

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

14.1.2. The Authority shall indemnify, defend, save and hold harmless the Concessionaire 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 arising out of breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its assigns, affiliates, Contractor(s), servants or agents, the same shall be the liability of the Concessionaire.

14.2 Indemnity by the Concessionaire

Without limiting the generality of Clause 14.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

- (b) payment of taxes required to be made by the Concessionaire, its assigns or affiliates in respect of the income or other taxes of the Concessionaire's Contractor(s), suppliers and representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractor(s) which are payable by the Concessionaire or any of its Contractor(s).

14.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 14 ("**Indemnified Party**") it shall notify the other Party ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

14.4 Defence of claims

14.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 14, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

14.4.2. If the Indemnifying Party has exercised its rights under Clause 14.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding

without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

14.4.3. If the Indemnifying Party exercises its rights under Clause 14.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- i. the employment of counsel by such party has been authorised in writing by the Indemnifying Party;
- ii. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
- iii. the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- iv. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - a) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - b) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (ii), (iii) or (iv) of this Clause 14.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

14.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 14, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

14.6 Survival on Termination

The provisions of this Article 14 shall survive Termination.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement shall be governed by the laws of India and courts at the city of the Airport i.e. [●] shall have the exclusive jurisdiction in all matters arising out of or in connection with this Agreement.

Note:- AAI Mediation Policy has come into effect from 15.08.2022. So, the matters shall be dealt with as per AAI Mediation Policy.

Dispute Resolution Clause

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

*(i) **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.*

In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

*(ii) **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.*

a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed with AAI Mediation Policy.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

16. CHANGE IN SCOPE

- 16.1** The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional services which are not included in the Ground Handling Services as contemplated by this Agreement ("**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16.
- 16.2** If the Authority determines at any time that a Change of Scope is necessary for smooth and efficient operations of the Airport, it shall, in writing, instruct the Concessionaire to consider such Change of Scope. The Concessionaire shall, within 30 (thirty) days of receipt of such request, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Clause 16 or inform the Authority in writing of its reasons for not accepting such Change of Scope.
- 16.3** Any works or services which are provided under and in accordance with this Clause 16 shall form part of the Ground Handling Services and the provisions of this Agreement shall apply *mutatis mutandis* to such additional works or services.
- 16.4 Procedure for Change of Scope**
- (a) In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder ("**Change of Scope Notice**").
- (b) Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support of the impact, if any, which the Change of Scope is likely to have on the Premium if the additional work or services are required to be carried out during the Term.
- (c) Upon receipt of information set forth in Clause 16.4 (b) above, if the Authority decides to proceed with the Change of Scope, it shall convey it to the Concessionaire, and the Parties shall thereupon in good faith, make efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order ("**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof.

17. MISCELLANEOUS

17.1 Survival

The Parties agree and acknowledge that the provisions of Articles 7, 8, 9, 12, 13, 14, 15 and Clause 17.1, will survive the expiration and termination of this Agreement by efflux of time or otherwise.

17.2 Amendments, Waivers and Consents

17.2.1 Amendments

Any provision of this Agreement may be amended, supplemented or modified only by an agreement in writing signed by the Parties.

17.2.2 Waivers and Consents

- (a) No waiver, including partial or conditional waiver by either Party, of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- (b) The Authority reserves the right to give or withhold (except where otherwise specified herein) all approval, consent, expression of satisfaction, expression of acceptability or the like without giving any reasons therefore and, if given, may be given upon and subject to such terms as the Authority may think fit.
- (c) Any such waiver or consent may be given subject to any conditions thought fit by the person(s) giving it and shall be effective only in the instance and for the purpose for which it is given.

17.3 CHANGE IN LAWS

17.3.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 25,00,00,000 (Rupees twenty-five crore), the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 17.3.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

17.3.2 Reductions in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 25,00,00,000 (Rupees twenty-five crore), the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 17.3.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

17.3.3 Protection of NPV

Pursuant to the provisions of Clauses 17.3.1 and 17.3.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains,

the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Concessionaire has raised the Debt Due under its Financing Agreements.

17.3.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Clause 17.3 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

17.3.5 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.

17.4 Entire Agreement

This Agreement including the Recitals, Articles, Schedules and Annexures constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior written or oral communication/agreement between them with respect to such subject matter.

17.5 Partial Invalidity

17.5.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of jurisdiction as per Clause 15.1, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

17.5.2 The Parties may negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which are satisfactory to the Parties and produce as nearly as is practicable in all the

circumstances the appropriate balance of the commercial interests of the Parties.

17.6 No Partnership

Neither this Agreement nor any other agreement or arrangement of which it forms neither part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

17.7 Notices

Any notice required under the terms of the Agreement shall (unless otherwise agreed) be in writing and shall be delivered in person or sent by speed post or electronic mail as appropriate, properly posted and fully prepaid in an envelope addressed to the respective Parties, or can be sent by facsimile as follows:

To Authority: The Airport Director
<Address and Email of the Airport>

To Concessionaire: [●]
{Concessionaire Authorised Representative}
<Address and Email of the Concessionaire>

Each communication on the Agreement should include the name of the concession and the reference number of the agreement in subject and the communication shall include clause number of the agreement to which the communication refers to.

17.8 Governing Language

The language that governs the interpretation of this Agreement is the English language. All notices required to be given by either Party to the other and all other communications and documentation which is in any way relevant to this Agreement and which is relevant to the execution, implementation and termination of this Agreement, including but not restricted to any dispute resolution proceedings, shall be in the English language.

17.9 Confidentiality

17.9.1 All written information labelled as proprietary or confidential that is disclosed by either Party to the other Party shall remain the sole property of the disclosing Party. Each

Party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfil its obligations under the Agreement. The prohibitions contained in this Clause 17.9.1 shall not apply to information:

- (a) already lawfully known to or independently developed by the receiving party, or
- (b) disclosed in published materials without any breach of confidentiality by the receiving Party, or
- (c) generally known to the public, or
- (d) lawfully obtained from any third party, or
- (e) which are required to be disclosed pursuant to the requirements of Applicable Laws, regulations or rules of an applicable stock exchange.

17.9.2 The Parties agree that they will hold in confidence the terms and conditions of the Agreement, all information, documentation etc. of a confidential or proprietary nature which comes to their knowledge in the course of the Agreement and will not disclose to any third party or use Confidential Information or any part thereof without the other Party's prior written consent provided that Confidential Information may be disclosed to any governmental or regulatory authority requiring such disclosure under Applicable Laws, regulations or rules of an applicable stock exchange.

17.10 Sovereign Immunity

The Concessionaire hereby unconditionally and irrevocably:

- (a) agree that the execution, delivery and performance by it of the Agreement constitutes private and commercial acts and not public or governmental acts;
- (b) agrees that should any proceedings be brought against it or its assets by any Party in relation to the Agreement or any transaction contemplated by the Agreement, no immunity, sovereign or otherwise, from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of itself or with respect to any of its assets; and
- (c) waives any such right of immunity, sovereign or otherwise which it or its assets now has or may acquire and / or enjoy in the future in respect of any proceedings brought under or in relation to the Agreement.

17.11 Assignment and Sub-contracting

- (a) The Concessionaire shall not assign the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest herein or create or permit to subsist any security over the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest in it, except as permitted by and with prior written approval of the Authority.

- (b) The Concessionaire shall not delegate any of its rights and obligations under the Agreement, provided to any third party. For avoidance of doubt, it is hereby clarified that the Concessionaire shall not sub-license or create any subsidiaries or joint venture companies to deliver any of its obligations under this agreement, save and except with the prior written confirmation of the Authority.
- (c) Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

17.12 The Concessionaire or any of its shareholders, shall not by any act of omission or commission, jeopardize the security clearance obtained from the requisite Government Instrumentality and the Concessionaire and the shareholders of the Concessionaire shall ensure that the necessary and requisite security clearance is maintained at all times.

17.13 Default Interest

Any amounts due and payable under the terms of this Agreement and not paid on their due date shall bear interest at the rate of 12% per annum.

17.14 Counterparts

This Agreement shall be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

17.15 Novation of Concession

During the Term of this Concession, if the Authority transfers the right to operate and maintain the Airport to a third party(ies) then this Concession shall novate in favor of the third party. From and after the date of transfer/novation, Authority shall be released of all liabilities and obligations under this Concession Agreement.

The right and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Concession between Authority and Concessionaire shall be vested in such third party.

The Concessionaire agrees and undertakes to indemnify, defend, save and hold harmless the Authority against any and all suits, proceedings, actions, demands and claims for any loss, damage, cost and expense of whatever kind and nature under or in connection with the novation of this Concession.

17.16. In the scenario where post disinvestment of a joint venture or subsidiary of AI Assets Holding Limited (which has an ongoing contract to provide Ground Handling Services at the Airport), the new private entity taking over the joint venture or subsidiary of AI Assets Holding Limited, has direct or indirect or common share holding of more than 20% in the Selected Bidder or the Concessionaire, then the Concessionaire will terminate this Concession within 30 days of this private entity closing the transaction of the joint venture or subsidiary of AI Assets Holding Limited as per the share purchase agreement signed for the transaction. The termination of this Concession will be in accordance with the provision provided in Clause 13.4.1, 13.4.2 and 13.4.3 (a) and (b)

7. TAXES AND STAMP DUTY

The Concessionaire shall, solely, bear all Taxes, stamp duty and registration fees and any other rates and taxes arising out of or in connection with the, goods and/or the services provided under the terms of this Agreement.

This Agreement contains pages 1 to and is assigned the agreement number dated.....

IN WITNESS whereof Authority and Concessionaire have signed this Agreement through their authorized representatives, as above stated, as of the date first hereinabove mentioned.

AIRPORTS AUTHORITY OF INDIA

[Concessionaire]

(Signature)

(Signature)

{Insert name of Authority’s Representative}

{Insert name of Concessionaire Authorised Representative}

{Insert designation of Authority’s Representative}

{Insert designation of Concessionaire Authorised Representative}

Date of signing

Date of signing

{Address}

{Address}

Date of signing

WITNESS No. 1
Name

WITNESS No. 1
Name

WITNESS No. 2
Name

WITNESS No. 2
Name

SCHEDULE I – MINIMUM QUALITY STANDARDS

Following quality standards shall form part of Minimum Quality Standards as determined by the AAI from time to time from the Effective Date.

S. No.	Category	Sub-category	Service level requirement	KPI
1.	Data requirement	Data requirement	<p>Following data shall be submitted shared by the Concessionaire as per the schedule mentioned herein:</p> <ol style="list-style-type: none"> 1. Monthly reporting figures including financial statements limited to Actual Gross Revenue. Details of passenger categories such as unaccompanied minors / PRMs and flights handled shall be submitted by 10th day of the subsequent month 2. Quarterly audited statements such as Actual Gross Revenue, flights handled, and other services provided shall be submitted within 45 days of end of each quarter. 3. Electronic copy of the invoices for handling activities shall be submitted on a real time basis. 4. Copy of agreements and its amendments, if any, signed with its customers such as airlines or any other entity to whom the Concessionaire may provide services shall be provided within 30 days of signing the Agreement, including the commercial terms. 5. Employees training related data (other than remuneration data) shall be shared with AAI by end of June and December each year or as and when required. 6. Mishandled Baggage (MHB) data (Arrival and Departure) shall be provided on a monthly basis by the 10th day of the subsequent month. 7. Mandatory filing of accident/ incident (ramp and terminal) report – On the same day of incident / accident occurrence and annual consolidated report on 31st March of each year 8. Mandatory filing of report in the event of GSE failure during operations – on the same day of failure and 	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			<p>annual consolidated report on 31st March of each year.</p> <p>9. Operational audit data (audit report shall be submitted to AAI with a corrective action plan for any findings) – by end of June and December each year or as and when required by the AAI.</p> <p>10. Submit the SLAs signed by the Concessionaire with the Users (Users means domestic and international airlines and other aircraft operators, agencies, bodies and companies which utilize the Ground Handling Services at Airport from the Concessionaire) within 30 days of signing the agreement (or its amendments) with the Users.</p> <p>11. GSE performance data via telematics shall be submitted on real time basis.</p> <p>12. GSE maintenance data, such as maintenance plan shall be submitted to AAI within 45 days of end of each quarter or as and when required by the AAI.</p> <p>13. Data from Turn-around management system (TMS) and Resource Management (RMS) shall be submitted to AAI on real time basis.</p> <p>14. Baggage data such as first and last bag (delivery timings) for arrival bags shall be submitted on monthly basis by the 10th day of the subsequent month.</p> <p>15. Any other operational data that may get generated due to operational or technological changes/ improvement during the contract period shall be submitted as and when required by AAI.</p> <p>Note: All data requested by AAI shall be submitted electronically through a pre-defined format or through a data feed (as and when the requisite infrastructure is established or as decided by the AAI). AAI may request additional data from the Concessionaire at any stage.</p>	
2.	Safety	Aircraft damage	No more than one (1) reportable ground damage per 50,000 ATMs caused by Concessionaire to any aircraft	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			or to any other flying device resulting in substantial damage or aircraft on ground (AOG) situation.	
3.	Safety	Aircraft damage	No more than one (1) reportable ground damage per 10,000 ATMs caused by Concessionaire to any aircraft or to any other flying device resulting in a Minor Damage.	100%
4.	Safety	GSE damage	No more than one (1) reportable ground damage per 10,000 ATMs caused by Concessionaire to GSE or any other airport asset resulting in Substantial Damage.	100%
5.	Safety	GSE damage	No more than one reportable ground damage per 10,000 ATMs caused by Concessionaire to GSE or any other asset resulting in a Minor Damage.	100%
6.	Safety	Fatal/ serious injury	Zero (0) reportable accident caused by Concessionaire involving passenger/ crew/ employees/ stakeholders at airport, resulting in fatal/ serious injury (ICAO Definition).	100%
7.	Safety	Minor injury	Zero reportable accident/ incident caused by Concessionaire involving passenger/ crew/ employees/ stakeholders at airport, resulting in minor injury (ICAO Definition).	100%
8.	Safety	Crisis response	Concessionaire shall respond immediately on receipt of information from AAI/ Airports Operations Control Center (AOCC) or from any other source by providing requested equipment and manpower.	100%
9.	Safety	Crisis response	Concessionaire shall comply with emergency response plan.	100%
10.	Safety	Airside Safety Regulation	Concessionaire shall comply with Airside Safety Regulation.	100%

S. No.	Category	Sub-category	Service level requirement	KPI
11.	Safety	Personal Protective Equipment (PPE)	Concessionaire shall comply with PPE requirement and shall this include, but not limited to, safety shoes, safety jackets and rain coat etc.	100%
12.	Safety	Uniform	Concessionaire shall provide appropriate uniform to its staff. The uniform shall be of appropriate quality.	100%
13.	Security	Security manual	Concessionaire shall comply with security manual and regulations of the Regulators and AAI.	100%
14.	Security	Pilferage	Concessionaire shall enforce zero tolerance to pilferage.	100%
15.	On time performance	Delays	Concessionaire-accountable delays shall be no more than two (2) delays per 10,000 departures.	100%
16.	On time performance	ACDM	Concessionaire shall comply by updating the Airport Collaborative Decision Making (ACDM) System with necessary information, when made applicable by AAI.	99.9 %
17.	On time performance	AOCC	Staff deployment at AOCC shall be in compliance with AAI's requirements.	100%
18.	GSE/ GSV	Age of GSE/GSV	<p>Any equipment to be inducted at any stage and at any point of time at the Airport shall not have age _ _ _* years.</p> <p>(*Note:- age of equipment- circular no. AV-24011/10/2021-AAI-MoCA dated 27.10.2022 (Annexure_ _ _) issued by MoCA shall be considered for Airports having Passenger movements more than 3.5 million passengers per annum.</p> <p>And for Airports having Passenger movement less than 3.5 million passengers per annum, age of equipment will be reviewed and approved by respective Airport Director as per requirement.)</p>	100%

S. No.	Category	Sub-category	Service level requirement	KPI
19.	GSE/ GSV	Geotagging/ Telematics	All GSE/ GSV (motorized) shall be geotagged and telematics-enabled as per standards set by the AAI.	100%
20.	GSE/ GSV	Tugs and Vehicles	<p>a. All GSV (for passenger, baggage, cargo, fueling etc.) and all vehicles used for transportation in the apron area shall be compliant with Bharat VI standards by April 2020 or on such date as may be notified by Competent Authority.</p> <p>b. Concessionaire shall comply with Bharat Stage IV norms, till Bharat Stage VI is made mandatory.</p> <p>c. Farm tractors shall not be allowed at the Airport under any circumstances.</p> <p>d. All Electric buses should comply with National bus building code and should be friendly to Passengers with Reduced Mobility (PRM).</p>	100%
21.	GSE/ GSV	Refurbished equipment	Refurbished equipment shall not be allowed at the Airport under any circumstances.	100%
22.	GSE/ GSV	Electric GSE/ GSV	<p>a. All baggage towing tugs shall be electric as on COD.</p> <p>b. All baggage belt loaders shall be electric within one year from COD</p> <p>c. All GSE/ GSV (except for tugs designated for towing of cargo and passenger transport) shall be electric within three (3) years of operations.</p> <p>d. Passenger transport vehicles must be low floor, PRM friendly and shall be in compliance with the AHM standards for apron buses.</p>	100%
23.	GSE/ GSV	GSE Fitness certificate	No equipment without a fitness certificate shall be kept at the airport. GSE deployed at airports shall be in compliance with IATA AHM standards defined for GSE/ GSV.	100%
24.	Certification	ISAGO	The Concessionaire shall procure IATA's Safety Audit of Ground Operations certification (" ISAGO Certification ") within 18 months of the Effective Date and shall at all times maintain such ISAGO certification during the Agreement Period.	100%

S. No.	Category	Sub-category	Service level requirement	KPI
25.	Certification	ISO 9001, ISO 14001, OHSAS 18001	The Concessionaire shall procure ISO 9001, ISO 14001 and OHSAS 18001 certification within 18 months of the Effective Date and shall at all times maintain such these certifications during the Agreement Period.	100%
26.	Training	Training requirements	Concessionaire shall comply with safety and security training requirements as defined by the Regulator and AAI.	100%
27.	Training	Training requirements	Concessionaire shall comply with apron driving training standards as defined by the Regulator and AAI.	100%
28.	Training	Training hours	At least 40 hours of training per employee per year from institutes accredited by IATA or National Skill Development Corporation (NSDC) or any equivalent Central / State government body. All training content provided shall be in compliance with latest editions of international (IATA AHM Manual, IGOM, ISAGO standards, etc.) and national (DGCA, BCAS, etc.) regulations. Initial training must be provided to employees prior to being assigned to new duties, functions, positions and/or equipment. Refresher training must be provided to employees at a frequency in accordance with requirements of, as applicable, the authority and/or customer to maintain competence and remain qualified to perform operational duties.	100%
29.	Technology	RMS, TMS, SMS	<ul style="list-style-type: none"> a. Concessionaire shall deploy an effective Resource Management System (RMS), Turnaround Management System (TMS) and Safety Management System (SMS). b. In addition to functional features of these systems, they shall follow open architecture standards and integrate with the AAI platform to electronically publish the data feed using APIs as required by AAI. c. These systems shall be either online or offline, but shall capture all the required data to form 	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			<p>the basis for invoicing the airlines and to electronically publish that data to AAI's technology platform.</p> <p>d. Invoicing to airlines shall not be manual and Concessionaire shall use an electronic system to capture the services provided, invoices, credit and debit notes to airlines etc.</p> <p>e. All the required data shall be retained as stipulated by AAI.</p>	
30.	Safety, security, operations and service quality	Operation audit	<p>a. The concessionaire shall implement a Safety Management System (SMS), Security Management System (SeMS) and Quality Management System. The Concessionaire shall as part of its SMS, SeMS and service quality shall include a hazard identification and risk management process.</p> <p>b. The Concessionaire shall create an independent operations audit program covering safety, security, operations and service quality with a minimum of 4 (four) audits per year and submit copy of the same to AAI.</p> <p>c. The audits must be performed independently by a competent organization with relevant experience in performing operational audits.</p>	100%
31.	Passenger handling	Background check	<p>Concessionaire shall mandatorily perform a background check for all its employees and maintain a database of relevant documents for all its employees.</p> <p>The concessioner shall provide AAI the background check report for each employee in an electronic format.</p>	100%
32.	Passenger handling	Passengers with Reduced Mobility (PRM)	<p>Concessionaire shall have an automated system for tracking and monitoring of PRM services from kerbside up to the boarding gate and from arrival aircraft stand / gate to kerbside.</p>	100%

S. No.	Category	Sub-category	Service level requirement	KPI
33.	Passenger handling	Passengers with Reduced Mobility (PRM)	Quality of the wheelchairs provided by the Concessionaire shall be as per standards defined by AAI.	100%
34.	Passenger handling	Passengers with Reduced Mobility (PRM)	Availability of high loader for remote stand handling of PRMs.	100%
35.	Passenger handling	Check-in - Queue time* *Mechanism for measurement shall be defined by AAI periodically	Time spent by a passenger in a queue before approaching check-in shall not exceed: <ul style="list-style-type: none"> - 2 minutes for first class/ business class/ priority passengers - 8 minutes for economy class passengers <p>Note: Concessionaire shall perform self-audit with a minimum sample size of 10% of the passengers handled and report shall be submitted to AAI.</p>	95%
36.	Passenger handling	Passengers with Reduced Mobility (PRM) and Unaccompanied passengers (UNM)	Response time for PRMs & UNMs – within 10 minutes from kerbside (or from arrival aircraft parking stand / gate, for arrival or transit passengers).	100%
37.	Passenger handling	Transfer desk Waiting time/ queuing	Maximum waiting time shall be 10 minutes. Transfer counter shall be manned at all times when the airlines are being handled by the Concessionaire.	100%

S. No.	Category	Sub-category	Service level requirement	KPI
38.	Passenger handling	Bussing	The waiting time for arrival/ departure of buses shall not be more than 60 seconds between two buses.	100%
39.	Passenger handling	Self-check in Kiosks	Concessionaire shall man self-check in kiosks.	100%
40.	Baggage handling	Mishandled Baggage - Departure	Maximum number of departure bags mishandled (accountable to Concessionaire) – 2 (two) per 10,000 bags	100%
41.	Baggage handling	Processing time for PIR (Passenger Irregularity Report)	Processing time (waiting + transaction) for Property Irregularity Report (PIR) at arrival mishandled baggage counter should not be more than 5 minutes.	100%
42.	Baggage handling	OHD bags	On-Hand (OHD) bags shall be dispatched to the respective airline's head office within 5 working days of reporting the incident. Note: Any extension in delivery as per airline guidance or delay due to unavailability of flights shall be excluded.	98%
43.	Baggage handling	Transfer baggage	All transfer baggage shall be transferred to the relevant connecting aircraft on time with zero mishandling.	99%
44.	Baggage handling	Delivery of baggage	Delivery time of baggage at the conveyor belt shall be as defined by the respective Airport Directors, but not exceeding: First bag (Dom.): 10 minutes Last bag (Dom.): 30 minutes First bag (Intl.): 15 minutes Last bag (Intl.): 45 minutes	90%
45.	Aircraft ramp services	Marshalling/ Wingwalker	Marshalling and Wingwalker service shall be available 3 (three) minutes before on blocks and apron shall be checked to be clear from any Foreign Object Debris (FOD) prior to arrival. Concessionaire shall provide the	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			required equipment to the Wingwalker and also have FOD bins on each of the GSE/ GSV.	
46.	Aircraft ramp services	1st Passenger bridge/ Step ladder	1st Passenger bridge/ step ladder (as required) shall be connected to the aircraft to enable aircraft door opening within 3 (three) minutes of on block.	100%
47.	Aircraft ramp services	2nd Passenger bridge/ Step ladder (if applicable)	2nd Passenger bridge/ step ladder (as required) shall be connected to the aircraft to enable aircraft door opening within 4 (four) minutes of on block.	95%
48.	Baggage handling	Self-Baggage Drop	Concessionaire shall support AAI in its Self-Baggage Drop (SBD) rollout and provide adequate staff for the same, as and when applicable.	100%

SCHEDULE II A - GROUND HANDLING SERVICES

RAMP HANDLING

1. Aircraft Handling

- a) Attendance
- b) Marshalling
- c) Parking
- d) Starting
- e) Safety measures
- f) Moving of aircraft
- g) Mooring of aircraft
- h) Ramp to flight deck communication

2. Aircraft Servicing

- a) Liaison for fueling and defueling
- b) Liaison with suppliers for replenishing of oil and other fluids
- c) Cabin Equipment
- d) Routine & Non-Routine Services
- e) Cooling and heating
- f) Storage of cabin material

3. Aircraft Cleaning

- a) Exterior cleaning
- b) Interior cleaning
- c) Toilet service
- d) Water service

4. Loading and Unloading

- a) Loading and unloading of passenger baggage
- b) Transshipment of passenger baggage
- c) Operation of Loading or Unloading equipment
- d) Position and removing of passenger stairs or bridges
- e) Emplane or Deplane passengers
- f) Break or Make-up of baggage
- g) Bussing of passengers or crew
- h) Bulk loading or unloading of baggage
- i) Catering ramp handling
- j) Load control
- k) Communication
- l) Flight operations
- m) Crew administration

5. Cargo handling services at Airside (excluding Cargo Terminal/Warehouse Activities; Cargo Terminals/Warehouse will include Domestic Air Cargo Terminal, International Cargo Terminal, Courier, Transit/Transshipment terminal and Cold Storages etc.)

- a. Loading, off-loading, export, import and transshipment cargo to/from the aircraft.
- b. Post office mail handling services
- c. Operate/provide/arrange essential equipment for handling of cargo
- d. Transshipment of cargo
- e. Bulk loading or unloading to/from aircraft
- f. Customs control
- g. Documentation handling
- h. Physical handling outbound/inbound at ramp side
- i. Transfer/ transit cargo
- j. Courier cargo handling at airside
- k. Palletisation or containerisation of cargo only at ramp side
- l. Break-up or Make-up of cargo container or unit load device only at ramp side

6. Support Services

- a) Accommodation
- b) Automation or Computer systems
- c) Unit load device control
- d) Ramp fueling or defueling operations
- e) Surface transport
- f) Catering services – liaison and administration

TRAFFIC HANDLING

1. Terminal Services

- a) Handling documents and load control
- b) Passenger and baggage handling at the airport terminals
- c) Traffic services at the airport terminals including passenger check-in

2. Flight Operations

- a) Inform the carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility
- b) Flight preparation at the airport of departure
- c) Flight preparation at a point different from the airport of departure
- d) In-flight assistance
- e) Post flight activities
- f) In-flight re-dispatch
- g) Communication system association with ground handling
- h) Material handling

3. Surface Transport

- a) Arrangement for the transportation of passengers or baggage and cargo between separate terminals at the same airport
- b) Arrangements for passengers or crew transport together with their baggage between airport and city or other agreed points

4. Representational Services

- a) Liaison with local authorities
- b) Information to interested parties, movement of carrier aircraft
- c) Disbursement of payment on behalf of the carriers at all airports
- d) Supervision and administration services

Note: The services of the Ground Handling Agencies (GHAs) will be confined to the air side/ramp area only and out of Air Cargo Terminal. The Air Cargo Terminal Operator will undertake air cargo handling services within the air cargo terminal by appointment of different agencies other than GHAs appointed by the Airport Operator or as per local arrangement.

As far as Import/Domestic Inbound/Inbound transshipment cargo handlings are concerned, the GHS agency shall transfer the cargo from air side tarmac to the designated handshaking point and then hand over to the respective air cargo terminal operator on behalf of the airlines and subsequently remove all the empty ULDs to the designated area for their use in Ramp area. The appointed GHS will ensure Deposit of International Air Cargo within the Customs stipulated time to the Air Cargo Custodian.

Similarly, the GHS agency will assume taking over of the export/outbound domestic/outbound transshipment cargo from the designated handshaking point as described by the Airlines and Air Cargo Terminal Operator. The provision of empty ULDs and the cargo handling accessories shall be arranged by the airline through GHA agency and handed over to the air cargo terminal operator for processing of export/domestic outbound/outbound transshipment cargo within the air cargo terminal.

In case of Ramp transfer/tail to tail transfer of Transshipment cargo directly undertaken by Airlines by not handing over to Air Cargo Terminal Operator, the same may be appropriately dealt by Airlines themselves as per Customs regulations in association with GHS including updation of Customs EDI records.

SCHEDULE III – GROUND HANDLING TARIFF

Sr. No.	Type of Aircraft	Ground Handling Tariff per turnaround (INR)
1.	General Aviation Flight	Ground Handling Tariff per turnaround shall be as determined by AERA/ MOCA
2.	Code B	
3.	Code C	
4.	Code D	
5.	Code E	
6.	Code F	

Note:

1. The Authority reserves its right to refine or modify the above format as it deems fit, from time to time. The Concessionaire hereby agrees to provide all the information as per the revised format, if any, from time to time.

SCHEDULE IV – GROUND HANDLING FACILITIES SITE

{To be provided by the Authority at the time of execution of this Agreement}

SCHEDULE V – FORMAT FOR REVENUE SHARE CALCULATIONS

1. Details about domestic passenger flights

Sr . N o.	Type of aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		Sum = "P"

2. Details about international passenger flights

Sr . N o.	Type of aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		Sum = "Q"

3. Details about general aviation flights

Sr No.	Type of aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	General aviation – Code A, Code B and Code C – domestic			
2	General aviation – Code A, Code B and Code C – international			
3	General aviation - Code D, Code E and Code F - domestic			
4	General aviation - Code D, Code E and Code F - international			
	Total	-		Sum = "R"

4. Details about domestic freighter flights

Sr No.	Type of aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		Sum = "S"

5. Details about international freighter flights

Sr o.	Type of Aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		Sum = "T"

6. Actual Gross Revenue calculation

S. No.	Actual Gross Revenue calculation	Actual Gross Revenue (INR lakhs) (B)
1	Scheduled International Flights	
2	Scheduled Domestic Passenger Flights	
3	General Aviation Flights	
4	Income from other Users not mentioned above	
	Total	

7. Revenue Share calculations

Sr. No.	Revenue Share calculation	Revenue Share (%) payable	Revenue Share payable to the Authority (INR lakhs)
1	Scheduled International Flights	15%	
2	Scheduled Domestic Passenger Flights Note:- For Group C & D the Actual Gross Revenue from Scheduled Domestic Passenger Flight will be 5%.	3%	
3	General Aviation Flights	15%	
4	Income from other Users not mentioned above	15%	
	Total	-	

Note:

1. The Authority reserves its right to refine or modify the above format as it deems fit, from time to time. The Concessionaire hereby agrees to provide all the information as per the revised format, if any, from time to time.

SCHEDULE VI – ESCROW AGREEMENT

Note:- Escrow Agreement will not be applicable for Group D Airports

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ____ day of ____20____

AMONGST

1 _____ Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at _____ (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 _____ (insert name and particulars of Lenders' Representative) and having its registered office at _____ acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3 _____ (insert name and particulars of the Escrow Bank) and having its registered office at _____ (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

4 _____ (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

A. The Authority has entered into a Concession Agreement dated ____ with the Concessionaire ("**Concession Agreement**") for the {Airport} for undertaking Ground Handling Services, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

B. Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

C. The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

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

1. Definitions and interpretation

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. Escrow Account

2.1 Escrow Bank to act as trustee

- 2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or

their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1. Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3. The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

Save and except as otherwise provided in the Concession Agreement, the rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3. Deposits into escrow account

3.1 Deposits by the Concessionaire

3.1.1. The Concessionaire agrees and undertakes that it shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

- a) all monies received in relation to the Project from Banks, other lenders, shareholders and insurance companies;
- b) all User Fee and any other revenues from or in respect of the Ground Handling Services, including the proceeds of any rentals, deposits, capital receipts or insurance claims;
- c) all User Fee collected by the Authority in exercise of its rights under the Concession Agreement; and

- d) all payments by the Authority, after deduction of any outstanding Premium and Space/Land Rental

3.1.2. The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- a) Any monies disbursed by the Authority to the Concessionaire;
- b) Termination Payments, if any, in case of Authority's Event of Default

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Premium, Space/Land Rentals and Damages including the penalty levied by the Authority on the Concessionaire in case of Concessionaire Event of Default, due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. Withdrawals from escrow account

4.1. Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project;

- (b) all payments relating to procurement of equipment and construction related to the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) o&m Expenses including Space/Land Rental in accordance with the Clause 7.2 of the Concession Agreement, subject to the ceiling, if any, set forth in the Financing Agreements, in accordance with the Applicable Laws, Applicable Permits and Good Industry Practice;
- (d) o&m expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- (e) Premium due and payable to the Authority;
- (f) monthly proportionate provision of debt service due in an Accounting Year;
- (g) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire;
- (h) monthly proportionate provision of debt service payments due in an Accounting Year in respect of subordinated debt;
- (i) any reserve requirements set forth in the Financing Agreements; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire.

The Concessionaire shall not in any manner modify the order of payment specified in Clause 4.1.1, except with the prior written approval of the Authority.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- a) all taxes due and payable by the Concessionaire for and in respect of the Project;
- b) outstanding Premium and Space/Land Rental;
- c) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire including forfeiture of Security Deposit in part or full;
- d) outstanding debt service including the balance of debt due;

- e) outstanding subordinated debt;
- f) incurred or accrued o&m expenses;
- g) any other payments required to be made under this Agreement; and
- h) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that the disbursements specified in Sub-clause (h) of this Clause 4.2 shall be undertaken only after the written consent has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement or improvement of the Ground Handling Facilities, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Clause 4.6 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5. Obligations of the Escrow Bank

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien, Authority's rights or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. Escrow default

6.1 Following events shall constitute an event of default by the Concessionaire (an "**Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

- a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-

Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

- c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business day

6.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. Termination of escrow agreement

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty-five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and the Authority and arrangements are made satisfactory to the Lenders' Representative and the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. Supplementary escrow agreement

8.1 Supplementary Escrow Agreement

The Authority, Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1

and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and that of the Concession Agreement and in the event of any conflict or inconsistency between provisions of this Agreement, Concession Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9. Indemnity

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire and the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the

proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. Dispute resolution

10.1 Dispute resolution Mechanism

AAI Mediation Policy has come into effect from 15.08.2022. So, the matters shall be dealt with as per AAI Mediation Policy.

11. Miscellaneous provisions

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

- a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

11.14 Sub-account in Escrow Account

All invoice raised by the Concessionaire for the services provided to the Users shall provide a separate line item with the amount of revenue share which is payable to the Authority and is charged from the Users as a pass-through cost as per Clause 7.5.4. An invoice format is provided below.

Tariff charged for each service	Amount charged
1. Service X	A1
2. Service Y	A2
3. Service Z	A3
Actual Gross Revenue (A_G)	$A1+A2+A3$
GST on A_G @ 18% (GST_{A_G})	$18\% * A_G$
Revenue share (A_R)	15% (or 3%)* A_G Note:- For Group C & D the Actual Gross Revenue from Scheduled Domestic Passenger Flight will be 5%. Calculation will be made accordingly.
GST on A_R @ 18% (GST_{A_R})	$18\% * A_R$
Total AAI Revenue i/c GST	$A_R + GST_{A_R}$

Escrow account shall have a sub-account for such revenue share which is payable to the Authority and is charged from the Users as a pass-through cost as per Clause 7.5.4. The sub-account shall reflect the revenue share earned from each categories of Users defined in Clause 7.1.1 of this Concession.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ___ day of 20__ hereunto affixed in the presence of _____, Director, who has signed these presents in token thereof and _____, Company Secretary/Authorised Officer who has countersigned the same in token thereof.	SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:
--	---

<p>Signature</p> <p>Name</p> <p>Designation</p> <p>Address</p> <p>Fax No</p> <p>Email address</p>	<p>Signature</p> <p>Name</p> <p>Designation</p> <p>Address</p> <p>Fax No</p> <p>Email address</p>
<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of ESCROW BANK by the Lenders' Representative:</p> <p>Signature</p> <p>Name</p> <p>Designation</p> <p>Address</p> <p>Fax No</p> <p>Email address</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of AUTHORITY by the Lenders' Representative:</p> <p>Signature</p> <p>Name</p> <p>Designation</p> <p>Address</p> <p>Fax No</p> <p>Email address</p>

SCHEDULE VII – LIST OF EQUIPMENT (Indicative)

Note:- For list of equipment and age of equipment- circular no. AV-24011/10/2021-AAI-MoCA dated 27.10.2022 (Annexure_ _ _) issued by MoCA shall be considered for Airports having Passenger movements more than 3.5 million passengers per annum.

And for Airports having Passenger movement less than 3.5 million passengers per annum, list of equipment and age of equipment will be reviewed and approved by respective Airport Director as per requirement.

SCHEDULE VIII – SPACE & LAND AGREEMENT

SPACE and LAND AGREEMENT

Note : The standard format of Space and Land Agreement of the respective Directorates should be obtained from Airport Director, <name of airport>.

SCHEDULE IX – FORMAT FOR NOTICE(S)

Annexure A

**Outstanding dues Notice
AIRPORTS AUTHORITY OF INDIA**

_____ **AIRPORT**

No.

Date:

Subject: Payment of Outstanding Dues - notice.
Reference: Concession for _____

Dear Sir,

As you are aware, in terms of Clause No _____ of the Agreement dated _____ signed and executed between M/s _____ and AAI in respect of the above mentioned license for a period between _____ to _____, Concessionaire is liable to pay the amount in advance by 10th day of the every calendar months. However, it is observed that an amount of Rs. _____ is outstanding against M/s _____ as on _____ due to non-payment of Premium/Space/Land Rental/electricity charges/telephone bills/Misc. charges/etc. The details are given below:

- i. Premium : Rs _____
- ii. Space rent: Rs _____
- iii. Electricity/Water Charges: Rs _____
- iv. Telephone Charges: Rs _____
- v. Misc. charges: Rs _____
- vi. Interest on delayed payment: Rs _____
- vii. Commercial Area Maintenance charges: Rs _____
- viii. Taxes: Rs _____

You are requested to arrange the payment of aforesaid dues together with interest on delayed payment @ _____* per annum (i.e. an amount mentioned at column _____ above) within _____* days of the issuance of this letter, failing which the entire amount of outstanding dues shall be adjusted from your Security Deposits available with us, without any further reference to you. In addition, AAI shall be free to take further action as deemed fit including termination of Concession if situation so warrants.

Please acknowledge receipt.

Thanking you,

Yours faithfully,

()
{Designation of the Authorised Signatory}
{Airport}

Annexure B

**Sample for Show Cause Notice
AIRPORTS AUTHORITY OF INDIA**

_____ **AIRPORT**

No.

Date:

***Subject: Show Cause notice on account of non-compliance to
_____ terms of the Concession Agreement***

Dear Sir,

It has been reported that Clause No _____ of the terms of the agreement dated _____, signed and executed between M/s _____ and AAI in respect of the above mentioned license for a period between _____ to _____, has been violated and M/s _____ is found to be non-compliant and particulars of non-compliance _____ is/ are _____.

Hence, you are hereby call upon for your explanation within _____ days from the date of receipt of this notice that why appropriate actions cannot be taken against your non-compliance.

Please acknowledge receipt.

Yours faithfully,

()
{Designation of the Authorised Signatory}
{Airport}

SCHEDULE X - FORM OF BANK GUARANTEE

(To be executed on Non- Judicial Stamp Paper of Rs. 100/-)

WHEREAS by a Concession Agreement/Award letter dated _____ made between (or issued by) AIRPORTS AUTHORITY OF INDIA, (hereinafter called "the AUTHORITY") of the one part and _____ (hereinafter referred to as "the Concessionaire") of the other part, the Authority has granted to the Concessionaire _____ the _____ Concession for _____ at _____ Airport, _____ (Name of City) and the Revenue Share (Minimum Annual Guarantee or Passenger Processing Fee) and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Concession Agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the Concessionaire we, _____ (Name of Bank) _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Concessionaire, any sums of money at any time or from time to time demanded by the Authority on account of the Revenue Share (Minimum Annual Guarantee or Passenger Processing Fee) and other outstanding dues/charges due from the Concessionaire (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Concessionaire of any of the terms or conditions of the said Concession Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees.....)and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Concessionaire may have against the Authority or any dispute raised by the Concessionaire or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Concession Agreement without any consent or knowledge of the Concessionaire.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said Concession Agreement made between the Authority and the Concessionaire and/or any act of omission on part of AAI or any indulgence to the Concessionaire by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Concession Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of (Name of the Bank) or that of the Concessionaire or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of Rs _____ during the currency of the Concession and six (6) months thereafter.
- ii. This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto one hundred eighty (180) days from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank Name Dated :
Place:

Witnesse I:

Witnesse II:

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Rajiv Gandhi Bhawan, New Delhi – 110 003

Ebid No-

Request for Proposal

for

**“SELECTION OF SERVICE PROVIDER FOR PROVISION OF
PASSENGER PROCESSING SYSTEM (CUPPS, CUSS AND BRS) AT
AAI MANAGED AIRPORTS”**

Acknowledgement:

This document has been purchased on the express understanding that it will be used only for the sole purpose of participating in the Bidding Process for the Selection of Service Provider for Provision of Passenger Processing System (CUPPS, CUSS AND BRS) at AAI Managed Airports and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with the submission of bids. The document shall not be reproduced or communicated, in whole or in part, and its contents shall not be distributed in written or oral form without written permission from the issuing authority.

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DISCLAIMER

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

This RFP is neither an agreement nor an offer by the Authority but an invitation to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP. This RFP includes statements, which may reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidder shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this RFP and ensure accuracy thereof. The Authority or its employees or its advisors shall accept no responsibility or liability for any deficiency that may be made by the Bidder. Any false declaration made by the Bidder shall invite action as may be decided by the Authority including termination, debarring forfeiture of Bid Security and/or Performance Securities. The Bidder shall also indemnify the Authority, its employees and its advisors from actions arising out of this RFP.

GLOSSARY

In this RFP, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

"Airport" shall mean each of the airports for which Services are being sought for as enlisted in Schedule II of the RFP and as added by the Authority from time to time during the Concession Period;

"Authority" shall have the meaning as defined in Clause 1.1.1 of this RFP;

"Applicable Laws" shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under Authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents;

"Affiliate" shall mean, in relation to any Bidder or Consortium Member, a person who Controls, is Controlled by, or is under the common Control with such Bidder or Consortium Member;

"Asset Purchase Agreement" shall mean the contractual agreement as set out in Schedule VII of Concession Agreement, which shall be executed by the SP for purchasing the AAI Equipment in accordance with this Agreement;

"BRS" shall mean Baggage Reconciliation System;

"BRS Package" shall mean supply, installation, testing, commissioning, maintenance and providing end to end support of Baggage Reconciliation System (BRS) including all services, software, hardware, warranty, Equipment, networks, LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of the BRS system in accordance with Schedule I of RFP and Schedule IV A (Technical Specifications and Standards) as set out in the Concession Agreement;

"Bid" shall have meaning as defined in Clause 1.3.2 of this RFP;

"Bid Due Date" shall have meaning as defined in Clause 1.1.8 of this RFP;

"Bid Security" shall have meaning as defined in Clause 1.3.6 of this RFP;

"Bid Validity Period" shall have meaning as defined in Clause 1.3.5 of this RFP;

"Bidders" shall mean any entity which has submitted a Bid pursuant to this RFP and as defined in Clause 2.2.1 of this RFP. For the avoidance of doubt, Bidders who are eligible under the extant laws including but not limited to applicable orders issued by the Central Government (including Order Nos. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23.07.2020 as amended from time to time) shall be allowed to participate in this RFP;

"Bidding Documents" shall have meaning as defined in Clause 1.1.8 of this RFP;

"Bidding Process" shall have meaning as ascribed to it in Clause 1.3.1 of this RFP;

"Commercial Operation Date" or "COD" shall be the commercial operation date of **Phase I Airports** in accordance with Article 7 of the Concession Agreement;

"Conflict of Interest" shall have meaning as defined in Clause 2.2.1 (v) of this RFP;

"Control" means with respect to a company or corporation or limited liability partnership, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the economic or voting rights of such person, or with respect to a person which is not a company or corporation or limited liability partnership, the power to direct the management and policies of such person;

"Concession Agreement" shall have meaning as ascribed in Clause 1.1.2;

"Consortium" shall have meaning as defined in Clause 2.2.1 (i) of this RFP;

"CUPPS" shall mean Common Use Passenger Processing System;

"CUPPS Package" shall mean supply, installation, testing, commissioning, maintenance and providing end to end support of Common Use Passenger Processing System (CUPPS), including all services, software, hardware, warranty, Equipment, networks, LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of the CUPPS system in accordance with Schedule I of RFP and Schedule IV A (Technical Specifications and Standards) as set out in the Concession Agreement;

"CUSS" shall mean Common Use Self Service kiosk;

"CUSS Package" shall mean supply, installation, testing, commissioning, maintenance and providing end to end support of Common Use Self Service System (CUSS) including all services, software, hardware, warranty, Equipment, networks,

LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of the CUSS system in accordance with Schedule I of RFP and Schedule IV A (Technical Specifications and Standards) as set out in the Concession Agreement;

"Damages" shall have meaning as defined in Clause 2.2.1 (v) of this RFP;

"Equipment" shall have meaning as ascribed to it in Schedule II of this RFP;

"Final Service Fee" shall have meaning as defined in Clause 3.8.10 of this RFP;

"Financial Bid" shall have meaning as ascribed to it in Clause 1.3.2 of this RFP;

"Financial Capacity" shall have meaning as ascribed to it in Clause 3.2 (B) of this RFP;

"INR" or **"Rs."** shall mean Indian Rupee being the lawful currency of Republic of India;

"Joint Bidding Agreement" shall have meaning as ascribed to in Clause 3.4.1 (h) of this RFP;

"Letter of Award" or **"LOA"** shall mean the LOIA which will be deemed to be a LOA after obtaining security clearance in accordance with the terms and conditions set out in the RFP and Concession Agreement;

"Letter of Intent to Award" or **"LOIA"** shall mean the written letter of offer as issued by Authority to the Selected Bidder intimating the acceptance of the Selected Bidder for the award of the right to execute the Concession Agreement, subject to the fulfillment of conditions of award and such other conditions as set out under the Letter of Intent to Award;

"Local Bidder" shall mean the Bids submitted by MII Bidder whose product or service offered for procurement meets the minimum Local Content of 50 % (fifty percent) and MSME Bidder, as more particularly specified in Appendix XVI;

"Local Content" means the amount of value addition in India in the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent;

"Max Seal Percentage" shall have meaning as ascribed in Clause 3.8.8;

"MII Bidder" shall have meaning as prescribed to it and eligible for benefits under Make in India Policy 2017;

"Minimum Decrement" shall have meaning as ascribed in Clause 3.8.9;

“Member” means a member of a Consortium;

“Minimum Gross Turnover” shall mean the minimum turnover requirement that a Bidder is required to fulfill in order to qualify the Financial Capacity as set out in Clause (B) of this RFP;

“MSME Bidder” shall have meaning as prescribed to it and eligible for benefits under MSME Policy;

“Net Worth” shall mean the aggregate value of the paid-up share capital and all reserves created out of profits and security premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

“Outstanding Dues” shall have the meaning as ascribed to it in Clause 2.2.1 (vii);

“Passenger Processing Fee” shall mean an amount of INR 51 (excluding GST) (indicative) per domestic and international departing passenger which shall be collected by Service Provider from Users of the Services. For the avoidance of doubt, the Authority, in its sole discretion, may revise the aforesaid fees;

“Performance Securities” means an irrevocable and unconditional guarantee from a Bank as set out in Article 10 of Concession Agreement. For the avoidance of doubt, separate Performance Security shall be submitted for each Airport;

“Phase I Airports” shall mean Airports as listed under Phase I Airports in Schedule II of RFP;

“Project” shall have meaning as ascribed to it in Clause 1.1.1 of this RFP;

“Purchase Preference” shall mean the preference given to Local Bidders in procurements undertaken by procuring entities in the manner specified in Clause 3 of Make in India Policy 2017;

“Purchase Preference Margin” shall mean the maximum extent to which the price quoted by a Local Bidder may be above the Final Service Fee for the purpose of Purchase Preference;

“Qualified Bidder” shall have meaning as set out in Clause 1.1.2 of this RFP;

“Qualified Local Bidder” shall mean Qualified Bidders who belong to the category of MII Bidders and MSME Bidders;

“Reverse Bidding” means an online real-time purchasing technique to select the Selected Bidder, which involves presentation by the Qualified Bidders of

successively more favourable Financial Bid during a scheduled period of time as set out in this RFP and automatic evaluation of such Financial Bid;

"Revenue Share" means the fee payable to the Authority per departing passenger by the Selected Bidder and shall be equal to the difference of Passenger Processing Fee and Final Service Fee in accordance with the terms of Concession Agreement;

"Scheduled Bank" shall mean a bank as defined under Section 2 of the Reserve Bank of India Act, 1934, excluding any Co-operative or Gramin Bank;

"Selected Bidder" means the Qualified Bidder who shall be awarded the Project as per the terms and conditions set out in this RFP;

"Service Provider" shall have meaning as ascribed in Clause 1.1.2;

"Services" shall mean

- a) supplying, installation, testing, commissioning, maintenance and end to end support services for the provision of passenger processing systems viz Common Use Passenger Processing System (CUPPS), Common Use Self Service (CUSS) kiosk and Baggage Reconciliation System (BRS) etc. at AAI managed Airports;
- b) It also includes all services, software, hardware, warranty, Equipment networks, LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of CUPPS, CUSS and BRS system; and
- c) levy, collection and appropriation of Passenger Processing Fee in accordance to the terms of Concession Agreement

"Service Fee" shall have meaning as ascribed to it in Appendix IX (B) of the RFP;

"Special Purpose Vehicle" or **"SPV"** shall have meaning as ascribed to it in Clause 3.4.1 of this RFP;

"Statutory Auditor" means the entity that audits and certifies the annual accounts of the entity;

"Technical Bid" shall have meaning as ascribed to it in Clause 1.3.2 of this RFP;

"Technical Capacity" shall have meaning as ascribed to it in Clause 3.2 (A) of this RFP;

"Term or Concession Period" shall mean a period of 7 (seven) years from the Commercial Operation Date in accordance with the Concession Agreement;

“Threshold Eligibility Criteria” shall have meaning as defined in Clause 3.1.1 of this RFP;

“Users” shall mean the domestic and international airline operators (both scheduled/non- scheduled) which utilize the Services of the Service Provider at the Airports.

“Upper limit of Service Fee” shall mean INR 27/- per departing passenger for domestic routes and international routes respectively which shall be the maximum fee to the Service Provider in respect of its Services for financial bid purpose;

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

In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

Airports Authority of India

Tender ID:

NOTICE INVITING E- BID (NIEB)

Introduction: Airports Authority of India hereby invites, through this Request for Proposal (“RFP”), the interested Bidders to provide passenger processing systems viz Common Use Passenger Processing System (CUPPS), Common Use Self Service (CUSS) kiosk and Baggage Reconciliation System (BRS) at AAI managed Airports i.e. the Project as set forth in detail in this RFP and Schedule I hereto.

I. E-Bid is hereby invited for the “Selection of Service Provider for the provision of passenger processing system (CUPPS, CUSS and BRS) at AAI managed Airports”:

Name of the Project	Concession Period	Bid Security	Tender Fee
Selection of Service Provider for Provision of Passenger Processing System (CUPPS, CUSS AND BRS) at AAI Managed Airports	7 (seven) years from the COD	As per applicable Manual/decided by Authority	As per applicable Manual/decided by authority plus GST and applicable taxes (if any)

Indicative list of Airports for the Project and estimated numbers of passenger processing system Equipment has been set out in Scheduled II of the RFP. Bidders to note that the Authority may, at its sole discretion, modify the list of the Airports and number of Equipment as set out in this Schedule II based on the actual requirement during the Concession Period.

Note:

- a) The Final Service Fee pursuant to Clause 3.8 of the RFP shall be the sole parameter for selection of Selected Bidder.
- b) The Final Service Fee pursuant to Clause 3.8 of the RFP shall be fixed for

the Concession Period in accordance with the terms and conditions set out in the draft Concession Agreement.

- c) The floor space required for passenger processing systems will be provided by the Authority at no cost to the Selected Bidder, except for working/communication room (if any) required for the successful functioning of the Services which shall be charged as per the applicable space rents¹. The Selected Bidder shall enter into separate agreement with the Authority for space allocation. Details of the applicable space rates and subsequent escalation of the rates are detailed out in the Schedule IV.
- d) Further, the Selected Bidder shall pay for the consumption of electricity and any other utility used for the purpose of working/communication room except CUPPS/CUSS/BRS working locations as becomes due and payable and in accordance with the terms and conditions set forth in the Concession Agreement and the directions of the Authority, if any. The charges for these utilities will be paid in accordance with the rates as fixed by the Authority from time to time.
- e) The Selected Bidder shall pay all applicable Government Taxes including GST presently at the rate of 18% (eighteen percent) or at the rates declared by Government of India or State Government from time to time.

II. Concession Period: 7 (seven) years with effect from COD.

III. The prospective Bidders are requested to go through the Bid conditions and visit the Airports to assess the feasibility of business / undergo proper diligence study and thereafter may submit the Bid.

IV. The prospective Bidders are required not to give any conditional bid and adhere to the terms and conditions indicated in the Bid documents provided by AAI. Conditional Bids would be summarily rejected.

¹ Space for working room shall be provided to the Selected Bidder based on space availability at the respective Airports.

V. The following are the broad timelines to be followed:

Particulars	Timelines
Issuance of LOIA	To be intimated separately
Formation of SPV (as applicable)	30 (thirty) days from issuance of LOIA
Submission of Performance Securities*	45 (forty-five) days from issuance of LOIA
Security clearance	120 (one hundred and twenty) days from issuance of LOIA
Issuance of LOA	LOIA will be deemed to be LOA after obtaining security clearance
Signing of Concession Agreement	15 (fifteen) days from issuance of LOA
Signing of Asset Purchase Agreement	15 (fifteen) days from issuance of LOA
Commercial Operation Date	240 (two hundred and forty) days from issuance of LOIA

* On the request of SP, the Authority in its sole discretion with justified reason for extension, may provide one-time extension of additional 45 days to the SP to submit the Performance Security.

Non-adherence of above timeline by the Selected Bidder will result in cancellation of LOIA/LOA/ Concession Agreement at sole discretion of the Authority unless extended by the Authority, failing which the Authority shall have the right to forfeit the Bid Security.

VI. Handing Over of Site:

- a) Site will be handed over on an “*as is where is basis*” to the Selected Bidder upon fulfillment of conditions of award within the stipulated time as described in aforementioned Clause V and the Concession Agreement.
- b) If the Service Provider fails to complete the conditions of award which are prerequisite for handing over of site, actual handing over of sites shall only be done after completion of all conditions of award in accordance to the Concession Agreement.

CPPP under GePNIC, Help Desk Services

1. **For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number**

0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. (Note:- Update the numbers as per latest circular/instruction)

International Bidders are requested to prefix 91 as country code.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

2. **For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.**

E-Mail: cppp-doe@nic.in

3. **For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)**

(Note:- the tendering portal (which is to be used for publish the tender), following hyperlinks, emails and phone numbers shall be amended as per circular/instruction issued by competent authority time to time.

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).
- b. Before submitting queries, bidders are requested to follow the instructions given in "**Guidelines to Bidders**" and get their computer system configured according to the recommended settings as specified in the portal at "**System Settings for CPPP**".

4. In case of any technical issues faced, the escalation matrix is as mentioned below:

SL. No.	Support Persons	Escalation	E-Mail Address	Contact Number	Timings *
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 , Ext- 3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950 , Ext- 3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchg@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

***The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**

5. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI**

SNO	BID MANAGER	E-MAIL ADDRESS	CONTACT NUMBERS	TIMINGS*
1.	<Name of Bid Manager>(Bid Manager)	<EMAIL ID>	<Tel & Mobile No.>	0930-1800 Hrs. (MON- FRI)

AIRPORTS AUTHORITY OF INDIA

1. INTRODUCTION

1.1 Background

1.1.1 Airports Authority of India ("**Authority**" or "**AAI**"), established under Airports Authority of India Act, 1994, is a category-I *mini-ratna* public sector enterprise. The Authority is mandated under the Airports Authority of India Act, 1994 to, *inter alia*, manage the Airports, civil enclaves and the aeronautical communication stations efficiently (other than airports and airfields belonging to, or subject to the Control of, any Armed Force of the Union). The Authority, in its persistent efforts to provide world-class infrastructure and services to stakeholders, has been endeavoring to excel amongst its global peers by undertaking various initiatives.

As one of the initiatives, the Authority envisages to build a future ready ecosystem to enhance passenger processing experience, agile IT infrastructure and improve operational efficiency at AAI managed Airports. To enable this, the Authority has decided to undertake global competitive Bidding Process for the Selection of Service Provider for Provision of Passenger Processing System (CUPPS, CUSS AND BRS) at AAI Managed Airports (the "**Project**") in accordance with the procedure set out herein for selecting an entity for the implementation of the Project.

1.1.2 The Authority intends to qualify and short-list eligible Bidders (the "**Qualified Bidders**") who have the Technical and Financial Capacity as specified in Clause

2.2.2 and Clause 3.2. The Financial Bid of only the Qualified Bidders will be opened for evaluation in accordance with this RFP. The Selected Bidder shall incorporate a special purpose vehicle (SPV) under the (Indian) Companies Act, 2013 (the "**Service Provider**") or undertakes to incorporate as such within 30 (thirty) days of the issuance of the LOIA for implementing the Project, as applicable, as per the provision of clause 3.4 of the RFP. The Service Provider shall be responsible for implementing the Project in accordance with the agreement to be entered between the Service Provider and Authority (the "**Concession Agreement**") in the form provided as part of the Bidding Documents pursuant hereto.

1.1.3 The Authority presently owns some of the passenger processing systems deployed at its Airports. Details of such equipment (type, number, name of the Airport) has been provided in Schedule III ("**AAI Equipment**"). The Selected Bidder shall be required to purchase these Equipment on 'as is' basis from AAI in accordance with the terms and conditions set out in the Asset Purchase Agreement by paying an amount as mentioned in Schedule III.

- 1.1.4 The Authority shall grant and authorize the Service Provider to supply, install, test, commission, maintain and provide end to end support services for the provision of passenger processing systems namely CUPPS, CUSS and BRS at AAI managed Airports as set out in Schedule II of the RFP in accordance with the provisions of the Concession Agreement. For the avoidance of doubt, the Service Provider shall be only entitled to the Final Service Fee in accordance with the terms and conditions set out in the Concession Agreement.
- 1.1.5 The Authority intends to invite proposal from suitable Bidders to select an entity for awarding the Project, through a global competitive Bidding Process in accordance with the procedure set out herein

This RFP broadly includes the following details:

- (a) Bidding Process/Technical Capacity and Financial Capacity;
- (b) Documents required for RFP; Financial Bid; and
- (c) Evaluation process.

1.1.6 NON-EXCLUSIVITY

The grant of the Project to the Selected Bidder shall be on a non-exclusive basis, to provide Services at the Airports as set out in Schedule I and draft Concession Agreement. The Bidders agree and acknowledge that at any time during the Concession Period, the Authority may enter into separate agreements with any other party for providing additional passenger processing systems at any of the Airports. It is understood and agreed that nothing in this RFP or the draft Concession Agreement is to be construed to grant or authorize the granting of an exclusive right to the Service Provider.

The Selected Bidder shall be required, *inter alia*, to provide the Services at the Airports as mentioned in Schedule I in accordance with the technical specifications and service level standards as detailed in the Concession Agreement.

- 1.1.7 The Authority will provide the existing infrastructure on an "*as is where is*" basis to the Selected Bidder. The Authority cannot guarantee that all space requirements of the Selected Bidder can be accommodated at the Airports.
- 1.1.8 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of Services and obligations of the Service Provider set forth in the draft Concession

Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of Services, the Project to be awarded pursuant to this RFP or the terms thereof or contained herein. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6.1 for submission of Bids ("**Bid Due Date**").

1.2 Airport Background

- 1.2.1 Bidders should note that the requirements as set-out in this RFP are not exhaustive and the Bidders shall be required to do a detailed study, analysis and assessment and provide a detailed solution so as to ensure all requirements and qualities catering to the business, technical, support and operations requirements that passenger processing system should cater to, are met.
- 1.2.2 The details for each Airport are available at the website of AAI and also in the Schedules to this RFP. The Bidder may procure the details for the same at its own costs and risks. The Bidders are also encouraged to visit the Airports and familiarize themselves with the Project. Bidder shall make a formal request in writing to the Authority, seeking permission for visiting the Airports at least 5 (five) days prior to the day on which the Bidder intends to undertake such visit. Upon receipt of a Bidder's aforesaid request, the Authority may, in its sole discretion and subject to fulfillment of the requisite protocols, allot a specific date and time-slot to the Bidder in this regard.

1.3 Brief description of Bidding Process

- 1.3.1 The Authority has adopted a single stage electronic Bidding Process for selection of the Selected Bidder for award of the Project, comprising of Technical Capacity and Financial Capacity (collectively referred to as the "**Bidding Process**"), to be submitted in accordance with Clause 3.1.
- 1.3.2 The Bidders are being called upon to submit their Technical Capacity and Financial Capacity details ("**Technical Bid**") and Financial quote in the format specified on the CPPP ("**Financial Bid**"). (Technical Bid and Financial Bid shall collectively referred as "**Bid**") in accordance with the terms specified in this RFP and other documents provided by the Authority.
- 1.3.3 Upon completion of evaluation of Financial Bids, the Qualified Bidders will finally be ranked in ascending order and subject to Clause 3.8 (Electronic Reverse

Bidding, MSME and Local Bidder). Upon completion of the Reverse Bidding Process, the provisions as set out in the 'Make in India' and MSME policy shall be referred to as set out in Clause 3.8.11 and 3.8.12 for shortlisting the Selected Bidder.

1.3.4 Tender Fee

The Bidder shall pay a non-refundable fee of (as per applicable Manual) plus GST and applicable taxes (if any) ("**Tender Fee**") against the Bidding Documents. The Tender Fee is to be submitted online through payment gateway on CPP Portal.

- (i) The Bidders shall ensure that the net credit in the Authority's account shall be for an amount equal to the Tender Fee plus GST and applicable taxes (if any). Any applicable bank charges shall be borne by the Bidder.
- (ii) The Authority shall not be responsible or liable for any delay in the credit of such payment made by the Bidder. Bid without payment of Tender Fee will not be accepted.

1.3.5 The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date ("**Bid Validity Period**").

1.3.6 The Bidder is required to deposit, along with its Bid, a Bid Security for an amount of <As per applicable Manual> ("**Bid Security**"), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained until such Selected Bidder has furnished Performance Securities under the Concession Agreement. Below are the options for Bidders to furnish Bid Security:

- a) Bidders can deposit Bid Security amount either online through payment gateway on CPP Portal. In this case, refund of Bid Security as per terms and conditions of the RFP shall be sent to the respective source account from where Bid security was received.

Or

- b) Bidders can furnish Bid Security through submitting a bank guarantee acceptable to the Authority in the format specified in **Appendix X**. Bidders shall upload the copy of bank guarantee on the CPP portal as per terms and conditions of the RFP.

The validity period of bank guarantee shall not be less than 180 (one hundred eighty) days from the Bid Due Date, which may be extended as mutually agreed in writing between the Authority and the Bidder from time to time. Bid shall be summarily rejected if it is not accompanied by the Bid

Security.

Further, Bidder will have to comply with the requirement as provided in **Appendix XIX**.

- 1.3.7 In the event the Bid Security is submitted in the form of a bank guarantee, the "original" of such bank guarantee is to be submitted in an envelope in the office of Executive Director (Operations), AAI at the address given in Clause 2.10.4, within 5 (five) working days after the Bid Due Date. In the event, the Bid Security is not submitted by a Bidder as mentioned above, then Bid of such Bidder(s) shall be rejected considering it as non-responsive and their Technical Bid shall not be opened and if opened then it will NOT be evaluated. The Bidder should submit the copy of bank guarantee on the Central Public Procurement Portal at <https://etenders.gov.in/e procure/app> ("CPPP").

For the avoidance of doubt, it is clarified that if a Bidder uploads a copy of bank guarantee in the CPP Portal, however, fails to submit the original bank guarantee or *vice versa*, the Bid of such Bidder shall be summarily rejected.

- 1.3.8 Bid Security and Tender Fee in the form of cash or any other form except as provided for in this RFP, shall not be accepted.
- 1.3.9 The Bidders are instructed to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.
- 1.3.10 The Selected Bidder shall deposit with the Authority, the Performance Securities in the form and manner specified in the Concession Agreement ("**Performance Securities**"). The Performance Securities shall be provided as a security for the performance of the Selected Bidder's obligations under the Concession Agreement and may be enforced by the Authority in the manner as more particularly set out under the Concession Agreement.
- 1.3.11 Any queries or request for additional information concerning this RFP shall be submitted through CPPP only (<http://etenders.gov.in/e procure/app>). Any correspondence through E-MAIL or BY POST shall be summarily rejected and will not be accepted for any reasons, whatsoever.

1.4 MSME policy

- 1.4.1 Micro and Small Enterprises ("**MSEs**") registered as per Ministry of Micro, Small and Medium Enterprises as per MSME Act, 2006 and as per Public Procurement Policy for MSEs-Order 2012 ("**MSME Policy**"), amendment PP-7(4)/2007 dated November 14, 2018 and other revisions/amendments for goods produced and services rendered shall be issued Bidding Documents free of cost and shall be

exempted from paying Bid Security. In addition to above, Selected Bidder needs to abide by the Public procurement policy as mentioned above with respect to procurement of equipment.

Note:

- (a) The benefit as above to MSEs shall be available only for goods/services produced and provided by MSEs for which they are registered.
- (b) MSEs seeking exemption and benefits should enclose an attested/self-certified copy of valid Registration Certificate, giving details of such validity, goods/services etc. with their Technical Bid, failing which they run the risk of their Bid being considered as ineligible for the benefits applicable to MSEs and/or shall be disqualified as per the terms and conditions set out in this RFP.
- (c) The general guidelines applicable on such MSME Bidders are detailed out in Appendix XVI of this RFP.

1.5 Preference for Make in India

- 1.5.1 'Purchase Preference Under the Policy of Government of India – Public Procurement (Preference to Make in India), Order 2017' dated 15 June 2017: 'Purchase preference Policy (linked with Local Content) (PP-LC) Public Procurement (Preference to Make in India), Order 2017' notified *vide* letter No. P-4502/2/2017- B.E.-II dated 15th June 2017 of Government of India, Ministry of Commerce and Industry or any further revision to the order, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi ("**Make in India Policy**") shall be applicable for this RFP. Bidders seeking benefits, under Make in India Policy shall have to comply with all the provisions specified in the Policy and shall have to submit all relevant undertakings/documents to qualify under the terms and conditions of this RFP.
- 1.5.2 The general guidelines applicable on such Make in India Bidders and the undertakings required are detailed out in the Appendix XVI of this RFP.

1.6 Schedule of the Bidding Process:

- 1.6.1 The Authority shall endeavor to adhere to the Bid Process Schedule, as prescribed below. However, all scheduled dates indicated in the Bid Process Schedule are subject to change at the sole discretion of the Authority, without the requirement of any prior notice to the Bidders. As per applicable Manual/decided by Authority

Sl No	Items	Date	Time (IST)
1	Published Date		
2	Bid document Download / Sale of e-Bid from NIC CPP Portal		
3	Bid Submission Start Date & Time		
4	Submission of queries related to E-Bid(if any), on NIC CPP portal only		
5	Bid Document Download/ Sale End Date & Time		
6	Bid Submission End Date (Bid due date) & Time		
7	Last Date & Time of Submission of original Bid Security as per clause 2.10.4		
8	Technical Bid Opening Date & Time		
9	Financial Bid Opening Date & Time		
10	Reverse bidding Date & Time	To be intimated through ecpp portal	

2. INSTRUCTIONS TO BIDDERS

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another bid for the Project either individually or as a Member of any other Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.3 The Technical Bid, including materials evidencing the Technical Capacity and Financial Capacity, should be furnished online in Cover - I in the formats prescribed in the RFP. The Financial Bid should only be provided on CPPP in the format as specified therein (format provided for reference under Appendix IX (B)), clearly indicating the amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event the Financial Bid or any information regarding the same is submitted as part of the Technical Bid or through any other means of communication not permitted under this Clause 2.1.3, the Authority reserves the right to reject such Bid. No Financial Bid shall be submitted in a currency other than Indian National Rupees (INR).

The Bidders shall submit their respective Bids online only at the CPPP at <https://etenders.gov.in/eprocure/app>. Any Bid submitted in physical form shall be rejected by the Authority. For the purpose of submission of the Bid online, a Bidder shall first register itself on the CPPP.

- 2.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.5 Non-compliance with the instruction contained in the RFP shall render the Bid liable to be rejected.
- 2.1.6 This RFP has been issued only to the Bidders and shall not be transferred to anyone at any point of time during the Bidding Process.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of bidders ("**Bidders**") for their selection hereunder, the following shall apply:

- (i) The Bidder may be a single entity (which may be a natural person, private entity, government-owned entity) or a group of at maximum of two entities (the "**Consortium**"), coming together to implement the Project.

However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be a Member of another Bidder. The term 'Bidder' used herein would apply to both a single entity and a Consortium.

- (ii) The Bidder shall be eligible to participate under the extant laws including but not limited to applicable orders issued by the Central Government (including Order No. F/No.6/18/2019-PPD and Order No. P-45021/112/2020-PP (BE-II) (E-43780) by Ministry of Finance, Ministry of Commerce and Industry, Department of Expenditure, Public Procurement Division dated 23 July 2020 and 24 August 2020 and as per amendments from time to time). The Bidder, who have beneficial ownership in countries which share land border with India and intend to participate in public procurement in India have to get registered with the competent authority.
- (iii) For getting registered with the competent authority the Bidder needs to apply for "Registration" and for "Security Clearance" in the format provided in above mentioned orders. Only those Bidders who have been registered with the competent authority will be allowed to participate in this RFP. The Bidders need to submit undertaking as per Appendix XVII.
- (iv) A Bidder may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into a Concession agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.5 of this RFP.
- (v) The Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Securities, as the case may be. The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Securities (as the case may be) is

reasonable and represents the mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("**Damages**"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Securities (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (a) The Bidder, its Member or Affiliate (or any constituent thereof) and any other Bidder, its Member or any Affiliate thereof (or any constituent thereof) have common Controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, its Member or an Affiliate thereof or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, or Affiliate, as the case may be in the other Bidder, its Member or Affiliate is less than 20 % (twenty per cent) of the aggregate issued subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, Airports Authority of India, Govt. of India or a public financial institution referred to in Section 2 (72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(v), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is Controlled by a person through management Control or otherwise, the entire shareholding held by such Controlled intermediary in any other person ("**Subject Person**") shall be taken into account for computing the shareholding of such Controlling person in the Subject Person; and
- (bb) subject always to sub-clause (aa) above, where a person does not exercise Control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject

Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the aggregate issued subscribed and paid up equity shareholding of such intermediary; or

- (b) A constituent of such Bidder is also a constituent of another Bidder; or
- (c) Such Bidder, its Member or any Affiliate thereof receives or has received or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Affiliate thereof or has provided or has entered into any agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Affiliate thereof; or
- (d) Such Bidder has the same legal representative for purposes of the Bid as any other Bidder; or
- (e) Such Bidder, or any Affiliate thereof, has a relationship with another Bidder, or any Affiliate thereof, directly or indirectly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) Such Bidder, or any Affiliate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium

Note: Regarding Conflict of Interest, the Authority shall place reliance upon the declaration to be submitted by the Bidder in the form of acceptance of the Authority's RFP conditions/ other documents forming part of Technical Bids.

- (g) In the event, the declaration submitted by the Bidder towards there being no Conflict of Interest, is found incorrect/false, such

incorrect declaration would be treated as submission of false/incorrect document and it would amount to material misrepresentation made by the Bidder. In such event, punitive actions shall be taken by the Authority as per provision of RFP and Concession Agreement.

- (vi) The Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to this Project is engaged by the Bidder, its Members or any Affiliate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (a) issue of the LOIA/LOA or (b) execution of the Concession Agreement. In the event, any such adviser is engaged by the Selected Bidder after issue of the LOIA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOIA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Securities, as the case may be, which the Authority may have thereunder or otherwise, the LOIA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Affiliate in the past, but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after 3 (three) year from the Commercial Operation Date.

- (vii) If the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) is an existing or past concessionaires or licensees of AAI intending to participate in response to RFP, then the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) should not have any amounts including interest outstanding and payable to the Authority (**"Outstanding Dues"**) for the period uptoas per applicable manual in respect of all the units of AAI (where the participating tenderer is operating concessions/licenses or had operated concessions /licenses) as on Bid submission date.

In addition, if the Bidder is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a director of any other company or partner of such company or a Sole Proprietor having established business with the Authority and has outstanding dues payable to the Authority, then the Bidder shall not be eligible to

participate in the Bidding Process.

- (a) Bidders are required to pay all Outstanding Dues (until.... As per applicable Manual) on or before the Bid Due Date. In confirmation of the aforesaid, the Bidder shall submit a No Dues Certificate and undertaking in the format set forth in **Annexure-6(A)** and **Annexure 6(B)** issued by the respective Airports where the Bidder / Member / Affiliate is / was providing services ("**No Dues Certificate**"). A Bid without the No Dues Certificate shall be rejected by the Authority as non-responsive. For avoidance of doubt, any disputed amount which is referred for dispute resolution/arbitration by the Authority shall not be considered as Outstanding Dues.
 - (b) During the intervening period i.e. after the submission of RFP and before finalization of award, if any amount is found as outstanding against the Selected Bidder, the Selected Bidder shall clear such dues (undisputed ones) before award of the concession. For this purpose, all the Bidders shall submit an undertaking as per Annexure 6 (C) along with such bid, that in case, the Bidder emerges Selected Bidder, it shall clear all such dues before the award of concession.
 - (c) In the event of specific order/judgement from the Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues, the adherence of the above condition will be exempted and regulated in accordance with specific orders.
 - (d) The No Dues Certificate may be obtained from respective Airports. The decision of the Authority in respect of Outstanding Dues shall be final and binding on the Bidder.
- (viii) The Bidder shall not be eligible to submit the Bid under the Bidding Documents and may be disqualified if:
- (a) Its Member or its Affiliates, its directors or key personnel has been barred or blacklisted by any government agency or authority in India, the government of the jurisdiction of the Bidder or the Affiliates where they are 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; or

- (b) it or its directors have been convicted of any offence in India or abroad in any of the preceding 3 (three) years from Bid Due Date.
- (ix) There is no pending, active or previous legal action that prevents the Bidder from submitting the Bid and executing the Concession Agreement or fulfilling the conditions on the Project.
- (x) The Bidder should, in the preceding 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Affiliate. The Bidder including its Affiliate shall not be entitled to submit another Bid.
- (xi) No Bidder shall be a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Affiliate of a scheduled air carrier.

2.2.2 To be eligible for shortlisting, the Bidder shall fulfill the following conditions of eligibility:

- (A) Technical Capacity: The Bidder will be required to demonstrate that it meets the Technical Criteria as per Clause 3.2 (A) of this RFP.
- (B) Financial Capacity: The Bidder will be required to demonstrate that it has required Minimum Gross Turnover and Net Worth, as may be applicable. The Bidder shall provide a certificate from the statutory auditor /chartered accountant stating the Turnover of the Bidder for 3 (three) financial years i.e. <as per applicable manual>FYFYand FYand Net Worth of the bidder should not be negative at the close of the preceding financial year and also should not have eroded by more than 30% in the last three years at the close of preceding financial year excluding FY 2020-21 and FY 2021-22 due to pandemic. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.3 In computing the Technical Capacity and Financial Capacity of the Bidder under Clause 2.2.2 and Clause 3.1, the Technical Capacity and the Financial Capacity of their respective Affiliates would also be eligible hereunder.

2.3 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Airports and ascertaining for themselves the site conditions, passenger traffic inflow, location, surroundings, climate, availability of power, water and other utilities for installation of Equipment and operation, access to site, handling and storage of materials, Applicable Laws and regulations, and any other matter considered relevant by them.

Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

The following are the contact details of the representative at respective Airports:

Sl. No.	Airport Name	Name & designation of Nodal officer	Mobile Number	Email Id
1	Ranchi			
2	Vizag			
3	Prayagraj (Allahabad)			
4	Trichy			
5	Bagdogra			
6	Coimbatore			
7	Rajahmundry			
8	Belgaum (Belagavi)			
9	Pune			
10	Raipur			
11	Rajkot			
12	Surat			
13	Tirupati			
14	Udaipur			
15	Chennai			
16	Jabalpur			
17	Imphal			

18	Bhopal			
19	Agartala			
20	Aurangabad			
21	Calicut			

22	Dehradun			
23	Gaya			
24	Hubli			
25	Kolkata			
26	Jodhpur			
27	Leh			
28	Varanasi			
29	Srinagar			
30	Portblair			
31	Dibrugarh			
32	Chandigarh			
33	Patna			
34	Madurai			
35	Vadodara			
36	Bhubaneswar			
37	Silchar			
38	Indore			
39	Goa			
40	Darbhanga			
41	Amritsar			
42	Jammu			

43	Vijayawada			
44	Gorakhpur			

2.4 Acknowledgement by Bidder

2.4.1 It shall be deemed that by submitting the Bid, the Bidder has:

- (i) made a complete and careful examination of the RFP;
- (ii) received all relevant information requested from the Authority;
- (iii) acknowledged and accepted the risk(s) of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4 above;
- (iv) satisfied itself about all matters, things and information including matters referred to in Clause 2.4 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Selected Bidder;
- (vi) acknowledged that it does not have a Conflict of Interest; and
- (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5 Right to accept or reject any or all Bids

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

2.5.2 Without prejudice to the Clause 2.5.1 above, the Authority reserves the right to reject any Bid if:

(i) At any time, a material misrepresentation is made or uncovered, or

(ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid;

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.5.3 In case it is found during the evaluation or at any time before execution of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, or concealed any information the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOIA/LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOIA/LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Service Provider, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Service Provider. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Securities, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or under Applicable Laws.

2.5.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification

or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.5.5 The Selected Bidder shall procure all applicable permits & security clearances under the Applicable Laws, within 120 (one hundred and twenty) days from the date of issuance of LOIA in respect of the Airports. Selected Bidder shall apply for security clearance through e-Sahaj (<https://esahaj.gov.in/esahajmoca/>). In case, the Selected Bidder fails to obtain the applicable security clearance within 120 (one hundred and twenty) days from the LOIA, the Authority, at its discretion, reserves the right to extend the period up to an additional period of 90 (ninety) days ("**Additional Extension**") for obtaining the applicable security clearance, provided, the Selected Bidder has submitted all the required documents within 10 (ten) days of the issue of LOIA or the timeline as stipulated in the LOIA, and provides reasonable justification for not being able to obtain such security clearances for reasons beyond its control. In the event, the Selected Bidder fails to procure security clearance even after such Additional Extension, the Authority may annul the Bidding Process and invite fresh bids. The Authority also reserves the right to forfeit the Performance Security of the Selected Bidder who is unable to obtain the necessary security clearances even after such Additional Extension.

It is the responsibility of the Selected Bidder to obtain at its own costs, all applicable permits and clearances from the respective authorities within the time prescribed by the Authority.

2.6 Clarifications

- 2.6.1 Bidders requiring any clarification(s) on the RFP may notify the Authority through CPPP only (<http://etenders.gov.in/eprocure/app>). They should send in their queries before the date specified in the Schedule of the Bidding Process. The Authority shall endeavor to respond to the queries within the period specified therein. The Authority will publish all the queries and its responses thereto on CPPP only (<http://etenders.gov.in/eprocure/app>) for the benefit of all the Bidders of the RFP without identifying the source of queries.
- 2.6.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question(s) or to provide any clarification(s).
- 2.6.3 The Authority may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarification(s) and information given by the

Authority or its employees or representatives shall not in any way or manner be binding on the Authority and shall not alter the terms of the RFP.

2.6.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarification(s) through shortfall at eCPP portal from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through – CPPP (<http://etenders.gov.in/e procure/app>) only.

2.6.5 If the Bidder does not provide clarification(s) sought by the Authority under Clause 2.6 and Clause 3.3.3 within the prescribed time, its Bid shall be liable to be rejected in accordance with the provisions of Clause 2.5.

In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification(s) to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.6.6 The Authority has appointed an Independent External Monitor (“**IEM**”) for the purpose of monitoring the Bidding Process as well as execution of the Concession Agreement for compliance with the principles specified in the Integrity Pact. The co-ordinates of the IEM are as under:

a) Shri. J.K. Khanna, IPS (Retd),
A-102, Sector – 55, Noida – 201307 (U.P)
Email: jkkhannaips@yahoo.com

b) Shri. Ramabhadran Ramanujam, IAS (Retd.)
44/ 24, Third Trust Cross Street, Mandavelipakkam, Chennai – 600028
Email: raamaanuj@gmail.com

2.7 Amendment of RFP

2.7.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarification(s) requested by the Bidder, modify the RFP by the issuance of addenda.

2.7.2 Any Addendum thus issued will be posted only on CPPP. All Addendum shall be the part of the RFP/Concession Agreement.

2.7.3 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.8 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English. 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 in English, duly authenticated and certified by the Bidder. Supporting documents, which are not translated into English, may not be considered in evaluation of the Bid. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.9 Format and signing of Bid

2.9.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.9.2 All Bids should be submitted only through CPPP (<http://etenders.gov.in/eprocure/app>). Hard copies of the documents mentioned in Clause 2.10.4 of this RFP shall reach to the Authority in original within 5 (five) **working days after the Bid Due Date at the address mentioned in Clause 2.10.4. For the purpose of submission of the Bid online, a Bidder shall first register itself on the CPPP.**

2.9.3 The following conditions shall be adhered to while submitting the Bid:

- (i) The bid documents shall be digitally signed by the Bidder or person(s) duly authorized by the Bidder, at all times while uploading the bid documents, to bind the Bidder to the terms and conditions of the Concession Agreement. The later authorization shall be indicated by scanned copy of written power of attorney accompanying the Bid. All the pages/documents of the Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.
- (ii) **Bidders shall ensure that DSC should be issued in the name of the Authorized Signatory as per Power of Attorney only and same shall be used for submission of Bid.**
- (iii) Information provided by the Bidder must apply to the Bidder;
- (iv) In responding to the RFP, Bidders should demonstrate their eligibility in accordance with Clause 3.1;
- (v) Except as specifically provided in this RFP, no supplementary material

will be entertained by the Authority, and that evaluation will be carried out only on the basis of Bidding Documents received by the closing time for the Bids as specified in schedule of the Bidding Process. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with Clause 3.3.3.

2.10 Submission of Bids

2.10.1 The Bidder shall submit the Bid in the format specified at Appendix and Annexures, together with the documents specified in Clause 2.10.2. All correspondence relating to RFP should be through the online CPPP (<http://etenders.gov.in/eprocure/app>) only.

2.10.2 The Bidder shall upload the complete and legible scanned copies of the following documents, as also mentioned in Appendix XVIII in pdf format in "Cover-1" at the CPPP:

(a) **Appendix I:** Acceptance Letter (Unconditional Acceptance Letter) along with annexures and supporting documents;

(aa) Annexure 1: Details of the Bidder

(bb) Annexure 2: Details of Eligible Project;

(cc) Annexure 3 (A), 3 (B), 3 (C) and 3 (D): Certificate from the statutory auditor/client regarding Eligible Project;

(dd) Annexure 4 (A), 4 (B) and 4 (C): Financial Capacity of the Bidder; **(ee) Annexure 5:** Certificate from statutory auditor regarding Affiliate; **(hh) Annexure 6 (A):** Undertaking with information on contracts with AAI

(ii) Annexure 6 (B): Format of outstanding dues/ no dues certificate

(jj) Annexure 6 (C): Format of undertaking for clearing all dues before issuance of LOIA;

(kk) Annexure 7: Integrity Pact;

(ll) Annexure 8: Undertaking on Total Responsibility;

(b) **Appendix II:** Statement of Legal Capacity on the letterhead;

(c) **Appendix III:** Duly notarized/legalized Power of Attorney for signing the Bid;

(d) **Appendix IV:** Power of Attorney for Lead Member of Consortium² (if applicable);

(e) **Appendix V:** Joint Bidding Agreement (applicable in case of Consortium);

- (f) **Appendix VI:** List of near relatives employed in Airports Authority of India;
- (g) **Appendix VII:** Document of incorporation;
- (h) **Appendix VIII:** Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed
- (i) **Appendix X:** Format of Bank Guarantee for Bid Security;
- (j) **Appendix XI:** Duly audited financial statements of the Bidder for financial years; viz FY..., FY.... and FY;
- (k) **Appendix XII:** Letter of Undertaking;
- (l) **Appendix XIII:**
Affidavit; (m)**Appendix XIV:**
Declaration;
- (n) **Appendix XV:** Copy of the RFP and the draft Concession Agreement shall be digitally signed by the Authorised Signatory;
- (o) **Appendix XVII:** Letter of Undertaking
- (p) **Appendix XVIII:** Submission of Checklist.

2.10.3 The Bidder shall submit the Financial Bid separately in the format uploaded on CPP Portal (format provided for reference under Appendix IX (B)).

2.10.4 The Bid Security in the format at Appendix X, if submitted in form of bank guarantee shall be separately submitted in original in a sealed envelope at below mentioned address between 1000 hrs to 1700 hrs IST, within 5 (five) working days after the Bid Due Date, failing which the Bid shall be rejected:

Executive Director

(Ops) Airports Authority of
India Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi – 110 003
Tel: 011 2462 1628

² Further, in case of Consortium, each Member shall provide separate Power of Attorney, authorizing their respective signatories having authority to issue Power of Attorney to the Lead Member of the Consortium

2.10.5 The Authority will have no responsibility or liability in an event where original documents required as per clause 2.10.4 are not received within 5 (five) working days after the Bid Due Date. If not received within 5 (five) working days after the Bid Due Date, the Bid shall be rejected.

2.10.6 Following documents shall be submitted by Selected Bidder on demand by AAI in original before issuance of LOIA, failing which the Bid shall be rejected, Bid Security will be forfeited and the agency will be debarred for one year.:

(a) Acceptance Letter - (Unconditional Acceptance Letter) Appendix I;

(b) Power of Attorney as required under as per format at Appendix III and Appendix IV;

(c) Joint Bidding Agreement in the format at Appendix V;

(d) Integrity pact in the format at Annexure-7 of Appendix I;

(e) Affidavit as per format at Appendix XIII.

(f) Statement of Legal Capacity as per format at Appendix - II

2.11 Bid Due Date

2.11.1 The Bid shall be uploaded by the Bidders on the CPPP on or before date and time mentioned in Schedule of the Bidding Process for the Bid Due Date.

2.11.2 Bids shall only be submitted through the CPPP. Bidders are advised to submit the Bids through online portal well in advance to avoid network problems. Authority shall not be responsible for any inability for submission of Bids within the Bid Due Date due to such technical problems/errors.

2.11.3 Bids submitted by hand, post, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11.4 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum in accordance with Clause 2.7 uniformly for all Bidders.

2.11.5 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12 Modifications/ substitution/ withdrawal of Bids

2.12.1 No Bid shall be modified, substituted or withdrawn by the Bidder after submission of the Bid.

- 2.12.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.13 Opening and Evaluation of Bids

- 2.13.1 The Authority shall open the Bids at the date and time specified in schedule of the Bidding Process and in the presence of the Bidders who choose to attend.
- 2.13.2 The Authority will subsequently examine and evaluate Bid in accordance with the provisions set out in Clause 3.
- 2.13.3 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.12 shall not be opened.
- 2.13.4 Bidders are instructed that qualification of Bidders shall be at the sole discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given. The selection in terms of the Bidding Process shall be undertaken in terms of the applicable guidelines of the Central Government including those in relation to public procurement.
- 2.13.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, officials, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.13.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons. The Tender Fee shall be non-refundable in all circumstances.
- 2.13.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information/document from further evaluation. In the event the Bidder furnishes false information or where any information is found to be amounting to a material representation, the Bid is liable to be rejected at any stage, in accordance with the provisions set forth in Clause 2.5 and the Authority is free to take any other action as it deems fit.

2.14 Details of Technical Capacity and Financial Capacity

- 2.14.1 The Bidder should furnish the details of Technical Capacity and Financial Capacity. The Bidder is solely responsible for the accuracy of the details/documents furnished.

- 2.14.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-2 and Annexure-3 of Appendix-I.
- 2.14.3 The Bidder should furnish the required information and evidence in support of its claim of Financial Capacity, as per format at Annexure-4 (A), 4 (B) and 4(C) of Appendix- I.
- 2.14.4 The Bidders must submit the No Dues Certificate and undertakings as per format at Annexure-6 (A), 6 (B) and 6 (C) of Appendix-I.
- 2.14.5 The Bidder must furnish an Integrity Pact as per format at Annexure-7 of Appendix- I.

2.15 Financial information for purposes of evaluation

The Bid must be accompanied by the financial statements/certificates duly certified by the statutory auditor/chartered accountant of the Bidder.

2.16 Confidentiality

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

2.17 Test of Responsiveness

- 2.17.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. The Bid shall be considered responsive only if:
- (i) It is received as per format at Appendix-I, including Annexures;
 - (ii) It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.11;
 - (iii) It is accompanied by the Power of Attorney as per format in Appendix-III however in case of a Consortium, it has to be accompanied by the

Power of Attorney as per format in Appendix-IV and each Member of Consortium shall provide separate Power of Attorney as per format in Appendix III, authorizing their respective signatories having authority to issue Power of Attorney to the Lead Member of the Consortium;

- (iv) It contains all the information and documents (complete in all respects) as requested in this RFP;
- (v) It contains information in the same formats as those specified in this RFP;
- (vi) It contains certificates substantially in the formats specified at Appendix- I and Annexures therein;
- (vii) It is accompanied by the Bid Security as specified in clause 1.3.6 and 1.3.7;
- (viii) It contains scanned copy of the Bid Security as specified in clause 1.3.7;
- (ix) It is accompanied with Undertaking and No Dues Certificate (as per Annexure 6 (A) 6 (B) and 6 (C)) along with its Bid on or before the Bid Due Date;
- (x) It is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Concession, as specified in Appendix V in this RFP;
- (xi) It is accompanied by the Integrity Pact, and Undertaking on Total Responsibility in the format specified at Annexure-7 and Annexure-8 respectively of Appendix I;
- (xii) It is accompanied by the Statement of legal capacity as per format in Appendix II and List of near relatives employed in Airports Authority of India as per format in Appendix VI;
- (xiii) It is accompanied by the Affidavit as per format in Appendix XIII.
- (xiv) It does not contain any condition or qualification;
- (xv) It is not non-responsive in terms hereof.

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

2.18 Qualification and notification

Upon completion of evaluation of Technical Bid, the Authority would announce a list of Qualified Bidders who will be eligible for opening of their Financial Bid. At the same time, the Authority shall not be bound to notify the other Bidders that they have not been qualified. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.19 Proprietary data

All documents and other information supplied by the Authority or submitted by the Bidder (including any information submitted by any Member) to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.20 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.21 Bid Security

- 2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.3.6 hereinabove.
- 2.21.2 The Authority shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free.
- 2.21.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.21.4 Save and except as provided in Clauses 1.3.6 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid online through CPPP, the refund thereof shall be in source account (account from which payment is received) of the unsuccessful Bidder(s).
- 2.21.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Service Provider signing the Concession Agreement and furnishing the Performance Securities in accordance with the provisions thereof.

2.21.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages, inter alia, in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity Period as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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

- a) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- b) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c) the Selected Bidder fails within the specified time limit –
 - i. to execute and return the duplicate copy of LOIA for the Project; or
 - ii. to execute the Concession Agreement for the Project; or
 - iii. to execute the Asset Purchase Agreement for the Project; or
 - iv. to furnish the Performance Securities within the period prescribed thereof in the draft Concession Agreement for the Project; or
 - v. if there is a Conflict of Interest as under Clause 2.2.1 (v); or
 - vi. in the event the Bidder engages any legal, financial or technical adviser of the Authority in relation to the Project (Clause 2.2.1 (vi)); or
 - vii. in case pre-qualification conditions have not been met or Bidder has made material misinterpretation or given materially incorrect/ false information.
- (d) the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Securities.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 The Bidder’s eligibility shall be established by the following parameters (“**Threshold Eligibility Criteria**”):

- (a) Technical Capacity; and
- (b) Financial Capacity.

3.1.2 Only those Bidders who fulfill the Threshold Eligibility Criteria submitted through Technical Bid specified in Clause 3.2 and in accordance with Annexures hereto, shall qualify for short-listing under this Clause 3. Bids of the Bidders who do not meet the Threshold Eligibility Criteria shall be rejected/disqualified.

3.1.3 In computing the Technical Capacity and Financial Capacity of the Bidder under Clause 2.2.2 and Clause 3.1, the Technical Capacity and the Financial Capacity of their respective Affiliates would also be eligible hereunder.

3.2 Technical Bid Document

To be eligible for qualifying under the Technical Bid, the Bidder shall fulfill the following conditions of eligibility:

(A) Technical Capacity:

For demonstrating Technical Capacity and experience (“**Technical Capacity**”), the Bidder must satisfy all of the following criteria:

S.No.	Criteria	Documentary proof to be submitted
i		
Project experience of Bidder		
1.	<p>The Bidder should have experience in supplying, installation, testing, commissioning, maintenance and providing end to end support services for at least 2 (two) years for following equipment at any international airport with more than 22 (twenty-two) million annual passenger traffic, in last 7 (seven) years from the Bid Due Date:</p> <p>(a) CUPPS in compliance with IATA Recommended Practice (RP)</p>	<p>a) Experience Certificate from Statutory auditor as per format specified in Annexure-3A</p> <p style="text-align: center;">or</p> <p>b) Experience Certificate from Client as per format specified in Annexure-3A along with copy of respective work orders.</p>

2.	The Bidder should have experience in supplying,	Experience Certificate from
	<p>installation, testing, commissioning, maintenance and providing end to end support services for at least 2 (two) years for following equipment at any international airport with more than 22 (twenty-two) million annual passenger traffic, in last 7 (seven) years from the Bid DueDate:</p> <p>(a) CUSS kiosks in compliance with IATA Recommended Practice (RP)</p>	<p>a) Experience Certificate from Statutory auditor as per format specified in Annexure-3B</p> <p>or</p> <p>b) Experience Certificate from Client as per format specified in Annexure-3B along with copy of respective work orders.</p>
	<p>Note: To meet requirement as mentioned above 3.2A (i) 1 and 3.2.A (i) 2, Bidders can claim partial experience from multiple airports provided passenger traffic at respective airports is more than 22 (twenty-two) million annually.</p>	
3.	<p>The Bidder should have experience in supplying, installation, testing, commissioning, maintenance and providing end to end support services for at least 2 (two) years for following equipment at International Airports cumulatively handling 50 million annual passenger traffic in last 7 (seven) years from the Bid DueDate.</p> <p>a) CUPPS in compliance with IATA RP; and</p> <p>b) CUSS kiosk in compliance with IATA RP</p> <p>Note: Bidder can claim experience from multiple Projects to meet the above requirement.</p>	<p>a) Experience Certificate from Statutory auditor as per format specified in Annexure-3C</p> <p>or</p> <p>b) Experience Certificate from Client as per format specified in Annexure-3C along with copy of respective work orders.</p>
ii	Airport Ecosystem	
1.	<p>Experience in integration with Airport Ecosystem</p> <p>Project experience of interfacing with the following ecosystems like: Airlines' DCS/ FIDS/ AOCC/ AODB/ CUTE / CUPPS / CUSS SYSTEMS in last 7 (seven) years from Bid Due Date.</p>	<p>a) Experience Certificate from Statutory auditor as per format specified in Annexure-3D</p> <p>or</p> <p>b) Experience Certificate from Client as per format specified in Annexure-3D along with copy of respective work orders.</p>

Projects undertaken in accordance to the provisions of Clause 3.2 A (i) and Clause

3.2 A (ii), would qualify as eligible projects ("**Eligible Project**").

For determination of Technical Capacity of the Bidder, in case any Services have been jointly executed by the Bidder (as part of any Consortium), it should substantiate its claim for the share in works and/or services done by providing a certificate issued from a statutory auditor or the client for which such works and/or services were undertaken.

Certificate from the Bidder's statutory auditor / client must be furnished as per the format given in Annexure 3 (3A to 3D) of this RFP for each Eligible Project.

In case of Consortium, the certificates shall be submitted for each Member of the Consortium who have at least 26% (twenty-six per cent) equity share in Consortium and whose credentials are being relied upon to meet the Technical Capacity.

(B) Financial Capacity:

For demonstrating financial capacity ("**Financial Capacity**") the Bidder shall satisfy the following criteria:

S.No.	Criteria	Documentary proof to be submitted
1.	<p>To be eligible, the annual turnover should be Rs. <as per applicable manual>.</p> <p>The financial Turnover of the company will be considered in any one of the last three financial years i.e. from the date of publication of RFP excluding FY 2020-21 & FY 2021-22 due to pandemic.</p> <p>The Net worth should not be Negative at the close of the preceding financial year and also should have not eroded by more than 30% in the last three years at the close of preceding financial year excluding FY 2020-21 & FY 2021-22 due to pandemic, duly certified by chartered accountant/statutory auditor.</p>	<p>Statutory auditor's certificate/chartered accountant, of the Bidder as per Annexure 4A</p>
2	<p>Qualifying Turnover – Bidder shall have 50% of Minimum Gross Turnover (i.e. INR....) from the Services required as per this RFP, in the same financial year for which Minimum Gross Turnover criteria is claimed</p>	<p>Statutory auditor's/chartered accountant certificate of the Bidder as per Annexure 4B</p>

Note:

- (a) Any Bidder submitting Bid for the Project must meet Financial Capacity criteria as indicated above.

The Minimum Gross Turnover, Qualifying Turnover and Net Worth of the Bidder shall be in Indian Rupees. No statement for the same shall be submitted in a currency other than Indian Rupees (INR). For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees... to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- (b) The Bidder shall furnish in its Technical Bid, certificate(s) from its statutory auditors certifying the Financial Capacity criteria.
- (c) In case of Consortium, the audited balance sheets shall be submitted for each Member of the Consortium whose credentials are being relied upon to meet the Financial Capacity. For ample clarity, the combined turnover of all the Members of the Consortium who have atleast 26% (twenty-six per cent) equity share in Consortium shall be considered for examining financial eligibility.
- (d) Experience for any activity relating to an Eligible Project shall not be claimed by more than 1 (one) Member of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- (e) **Unique Document Identification Number (UDIN) for documents provided against Financial Capacity shall be provided in the certificate issued by Chartered Accountant (as applicable).**

3.3 Evaluation of Technical Bid

- 3.3.1 The Authority shall determine whether each Technical Bid is in compliance with the requirements of the RFP.
- 3.3.2 Such Technical Bid(s), which are not in compliance with the requirements of the RFP, shall be rejected forthwith and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Technical Bids).
- 3.3.3 The Authority reserves the right to seek clarification(s) from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the

time specified by the Authority for the purpose. Any request for clarification(s) and all clarifications(s) in response thereto shall be through CPPP (<http://etenders.gov.in/eprocure/app>) only. If the Bidder does not furnish the clarification(s) within the prescribed time, the Bid shall be liable to be rejected. In the case Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring the clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

- 3.3.4 Upon completion of evaluation of Technical Bid, the Authority would announce a list of Qualified Bidders, whose Technical Bid have been found to be responsive and in compliance with the requirements of the RFP.
- 3.3.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there.

3.4 Requirements of the Single Bidder or Consortium

- 3.4.1 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle¹, incorporated under the Indian Companies Act, 1956 (the "**SPV**"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- (a) Number of Members in a Consortium shall not exceed 2(two);
 - (b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member of the Consortium. Members of the Consortium shall nominate one Member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as prescribed in Appendix-IV executed on non-judicial stamp paper of appropriate value and duly notarized by a notary public, signed by all the other Members of the Consortium;
 - (c) Undertake that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for the entire duration of the Project;
 - (d) Undertake that Member; other than the Lead Member of the

¹ Note: In case of Single Bidder it's not mandatory to form an SPV

Consortium; whose Technical and/or Financial Capacity is considered for the purpose of qualification and shortlisting herein, shall have 26% (twenty six percent) equity shareholding in the SPV for the entire duration of the Project;

- (e) The Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to technical and financial obligations;
- (f) An individual Bidder cannot at the same time be Member of a Consortium applying for RFP. Further, a Member of a particular Bidder Consortium cannot be Member of any other Bidder Consortium applying for RFP;
- (g) the Members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (h) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "**Joint Bidding Agreement**"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Service Provider in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each Member;
 - (iii) undertake that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for the entire duration of the Project;
 - (iv) undertake that Member; other than the Lead Member of the Consortium; whose Technical and/ or Financial Capacity is considered for the purpose of qualification and shortlisting herein, shall have 26% (twenty six percent) equity shareholding in the SPV for the entire duration of the Project;
 - (v) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations for the entire Concession Period; and;

- (vi) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of AAI.

3.4.2 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as Member of a Consortium.

3.4.3 A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity for breach of contract by such Bidder or Member nor have had any contract

terminated by any public entity for breach by such Bidder or Consortium Member or Affiliate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in Clause 3.4.3 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

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

- (a) where, on the date of the Bid, more than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of more than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or Control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in subclause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this regard shall be final, conclusive and binding on the Bidder.

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

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

3.5 Change in Ownership

- 3.5.1 By submitting the Bid, the Bidder acknowledges and undertakes that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for the entire duration of the Concession Period. In addition, the Bidder undertakes that Member other than the Lead Member of the Consortium, whose Technical and/or Financial Capacity is considered for the purpose of qualification and shortlisting herein, shall have 26% (twenty six percent) equity shareholding in the SPV for the entire Concession Period. For the avoidance of doubt, the provisions of this Clause 3.5.1 shall apply only when the Bidder is a Consortium.
- 3.5.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in Control of a Member or an Affiliate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP, the Bidder shall inform AAI forthwith along with all relevant particulars about the same and AAI may, in its sole discretion, disqualify the Bidder or withdraw the LOIA from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, AAI shall forfeit and appropriate the Bid Security as compensation in the form of damages and not penalty, payable to AAI for, *inter alia*, time, cost and effort of AAI, without prejudice to any other right or remedy that may be available to AAI hereunder or otherwise. In the event such change in Control occurs after signing of the Concession

Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

3.6 Financial Bid Document

- 3.6.1 The Upper Limit of Service Fee for the purpose of placing the Financial Bid is fixed at INR 27/- (Indian National Rupees Twenty Seven) per departing passenger and the Bidders shall quote their respective Service Fee below this Upper Limit of Service Fee, i.e. INR 27/- (Indian National Rupees Twenty Seven) per departing passenger.

The Financial Bid shall be furnished in Indian National Rupees, in the format as set out under Appendix IX (B) in a MS excel – 'BOQ' file which shall be uploaded on the CPP portal clearly indicating the amount in both figures and words and upto 2 (two) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1. Further, in the event of any difference between figures and words, the amount indicated in words shall prevail.

- 3.6.2 The Bidders shall submit its Financial Bid as per the format set out in Appendix IX (B) uploaded on the CPP Portal.

- (i) The Bidders shall download the BOQ and shall upload the duly filled file with the Financial Bid. It may be noted that only duly submitted Bids shall be evaluated and Bids just saved but not submitted, shall not be part of the evaluation process.
- (ii) The Financial Bid of the Bidding Documents is for pricing only.
- (iii) Conditional Bid shall be liable to rejection. Notwithstanding anything contained in this RFP, the price quoted in the Financial Bid shall be firm and fixed in accordance with the terms and conditions set out in the Concession Agreement) throughout the Concession Period.
- (iv) Bidder shall provide an all-inclusive financial quote including all other levies, taxes, etc. but excluding GST.
- (v) The Financial Bid shall be evaluated on the basis of lowest Service Fee as provided in Appendix IX (B) and clause 3.8.

- (vi) The Bidder shall submit the Financial Bid separately in the format uploaded on CPP Portal (format provided for reference under Appendix IX (B)).

3.7 Process of Financial Evaluation

- 3.7.1 After opening of Financial Bid, lowest Service Fee by the Qualified Bidder for the Project will be displayed as a base price for Reverse Bidding.

3.8 Electronic (Online) Reverse Bidding and Local Bidder

- 3.8.1 Reverse Bidding will be conducted after the opening of the Financial Bid. Lowest Service Fee will be displayed in INR as a base price for Reverse Bidding. Lowest Service Fee shall be visible to the Qualified Bidders (Bidder's details shall not be available at this stage to anyone). System will generate comparative chart; it will show to the Qualified Bidders quoted rate in the Financial Bid.
- 3.8.2 In case of submission of erroneous or incorrect Financial Bid which led to the rejection of the Bid, Financial Bid submitted by the Qualified Bidders will also be summarily rejected even if the Qualified Bidders participated in Reverse Bidding after opening of Financial Bid.
- 3.8.3 Reverse Bidding will be conducted online with Qualified Bidders from their own offices. For training on Reverse Bidding, online help shall be available through CPP Portal.
- 3.8.4 Reverse Bidding process will be conducted for a period of one hour where the Qualified Bidders will be allowed to reduce their respective Service Fee from the beginning. Thereafter, the Service Fee shall be reduced repeatedly.
- 3.8.5 In case any Qualified Bidder submits the price within 5 (five) minutes of closing of Reserve Bidding timing, the system will automatically extend the Reverse Bidding time to further 15 (fifteen) minutes. All participant Qualified Bidders can reduce the price during this time.
- 3.8.6 If the above situation repeats, i.e. a Qualified Bidder submits price reduction in last 5 (five) minutes of closing of auction, further 15 (fifteen) minutes extension will be automatically allowed.
- 3.8.7 The number of extensions in Reverse Bidding cannot be restricted. System has the provision to perform auto extension. When auto extension is selected, elapse time can be configured to the required period and it extends without restriction of counts.
- 3.8.8 System will allow the Qualified Bidder to quote between the limit which is decided by ("**Max Seal Percentage**") that shall be defined by the AAI as X

percent(%) at the time of Reverse Bidding. The value should be in the Multiple of Decrement Value mentioned by AAI.

3.8.9 The ("**Minimum Decrement**") shall be the minimum amount, a Qualified Bidder has to reduce in order to beat a higher bid. This shall only be in 'absolute value' fixed by AAI and will be available as "Decremental value" in e-Reverse Bidding 'Basic Details' window. This minimum decrement may be decided by the AAI and that can be defined at the time of auction creation.

3.8.10 After Reverse Bidding end time, lowest Service Fee quoted by a particular Bidder shall be the ("**Final Service Fee**"). Further, system will generate price comparative chart, which will show the names and rates of Qualified Bidders quoted in the RFP.

3.8.11 In the event, the Qualified Bidder who quoted the Final Service Fee is a Non-Local Qualified Bidder, then the lowest Qualified Local Bidder among the local bidders

as eligible under the 'Make in India' policy, will be invited to match the Final Service Fee subject to such Qualified local Bidder's quoted fee falling within the margin of purchase preference of 20 % (in case of Local bidder under Make In India) or 15% (in case of Local Bidder under MSME) of Final Service Fee. In case, such Qualified local Bidder matches the Final Service Fee as specified herein above, such Qualified local Bidder shall be the Selected Bidder.

3.8.12 In case such lowest Qualified local Bidder fails to match the Final Service Fee, the Qualified local Bidder with the next higher fee within the **Purchase Preference Margin** shall be invited to match the Final Service Fee and so on. In case, none of the Qualified local Bidders within the Purchase Preference Margin matches the Final Service Fee then the Non-Local Qualified Bidder shall be the Selected Bidder.

3.8.13 The rates received in the Reverse Bidding shall be final and shall be inclusive of all costs except GST as per the published BoQ. No extra amount on any count for the published BoQ shall be agreed.

3.9 Issuance of LOIA

3.9.1 Upon completion of the Financial Bid and selection of the Selected Bidder, LOIA shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event, the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security as Damages on account of failure of the Selected Bidder to acknowledge the LOIA.

- 3.9.2 After acknowledgement of the LOIA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Concession Agreement within the period prescribed in the schedule of the Bidding Process. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

The issue of a LOIA by the Authority accepting the Bid and the acceptance of the LOIA by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this RFP and the LOIA, including the execution of the Concession Agreement in the prescribed format and within the prescribed time, all to the satisfaction of the Authority. The LOIA will be handed to the Selected Bidder or emailed or posted to the Selected Bidder's address as given in the Bid and such handing or emailing or posting shall be deemed good service of such a notice. The LOIA will be deemed to be a LOA after obtaining Security Clearance.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of LOIA/LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, the Authority may reject the Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Securities, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or restrictive practice during the Bidding Process, or after the issue of the LOIA or the execution of the Concession Agreement, such Bidder or Service Provider shall be liable to be terminated by a communication in writing by Authority to such Bidder or Service Provider (as the case may be) without Authority being liable in any manner whatsoever to the Bidder or Service Provider. In such an event, Authority shall forfeit and appropriate the Bid Security and Performance Securities and debar such Bidder or Service Provider from any tender or RFP issued by the Authority for any period not succeeding subject to minimum of 3 (three) years, as the case may be without prejudice to any other right or

remedy that may be available to Authority in this regard.

- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 2(two) years from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub Clause (vi) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA/LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOIA/LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

DELETED

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the Laws of India and the courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) shortlist or not to shortlist any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/or evidence submitted to the Authority by or on behalf of, and/or in relation to any Bidder; and/or
 - (e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7. INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

7.1 REGISTRATION

Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.

The bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

7.2 SEARCHING FOR TENDER DOCUMENTS

There are various search options built-in in the CPP Portal, to facilitate bidders' search for active Bids using several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the Bids they are interested in, they may download the required documents / tender schedules. These Bids can be moved to the respective 'My Tenders / My Bids' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case of any corrigendum issued to the tender document. The bidder should make a note of unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

7.3 PREPARATION OF BIDS

The bidder should, of its own accord, take into account any corrigendum published on the tender document before submitting their bids. Please go through this tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid additional time and effort required to upload the same set of standard documents which are required to be submitted as a part of every bid, a provision to upload such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

The bidder should log into the site well in advance for bid submission so that they can upload the bid on time i.e. at or before the bid submission time. Bidder will be responsible for any delay due to other reasons. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

The bidder should prepare the Tender fee & Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, as specified in the tender documents. The details of the BG for the Bid Security, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, failing which the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids

in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled in by all the bidders. Bidders are required to download the BOQ file (which is an excel file), open it and fill in the white colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed, the bidder should save the filled in file and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

The uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid and all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

7.4 PASSWORD MAINTENANCE

The length of the password should be between 8 to 32 characters

The password should contain any English lowercase and uppercase (a-z and A-Z) characters.

The password must contain at least one number between 0-9.

The password must contain at least one special character from these [! @ # \$ ^ * _ ~] Sample password: Admin123\$, India2000#, etc.

7.5 ABOUT DSC

Digital Signature Certificates (DSC) are the digital equivalent (i.e. electronic format) of physical paper certificates.

Just as physical documents are signed manually, electronic documents, for example e-forms, are required to be signed digitally using a Digital Signature Certificate. Transactions that are done through the Internet, if signed using a Digital Signature certificate become legally valid.

Bidders are required to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 certificates are valid for e-tendering purpose.

The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one (or) two years. The maximum period for which the DSC may be issued is two years. On the expiry of the term, the Digital Signature Certificate may be revalidated by paying the required fees.

Digital Signatures are legally admissible in a court of law, as provided under the provisions of the Indian Evidence Act, 1872.

Digital Signature Certificate (DSC) is not required for Companies but for individuals. For example- the Director or the Authorized signatory signing on behalf of a Company requires a DSC.

Each user logs in to the tender site through the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if the wrong password is given many times successively.

7.6 DSC PROVIDERS FOR PRIVATE FIRMS

A licensed Certifying Authority (CA) issues digital signature certificates. Certifying Authority (CA) is an authority that has been granted a license to issue a digital signature certificate under Section 24 of the Information Technology Act 2000.

Vendors such as TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) issue DSCs for bidders. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

7.7 SYSTEM REQUIREMENTS

Windows XP with latest service pack
Loaded IE 7.0 or above
Loaded JRE 1.6 or above
Antivirus Software with latest definition. Internet connectivity
Scanner to scan the documents if required
Printer and PDF Creator.

7.8 ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the BID Inviting Authority for the tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact:

Mobile Numbers: +91 7878007973

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-

4200462, 0120-4001002. E-Mail: cphp-nic@nic.in ; cphp-nic@nic.in

SCHEDULE I –SERVICES

Details of the Project scope to be undertaken by the Service Provider

CUPPS Package
<p>CUPPS Package scope includes supply, installation, testing, commissioning, maintenance and providing end to end support of Common Use passenger processing system including all services, software, hardware, warranty, Equipment, networks including LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, operation and maintenance of the CUPPS system including (not limited to) the following,</p>
<ul style="list-style-type: none"> The proposed CUPPS shall be fully compliant with the IATA CUPPS Recommended Practice (RP) 1797.
<ul style="list-style-type: none"> The CUPPS (and related systems including CUSS kiosks) shall be Commercial Off- The-Shelf (COTS) systems, proven in operation in major international Airports.
<ul style="list-style-type: none"> The proposed system must include the responsibility of upgradation to the latest version of the platform in order to remain consistent with the IATA RP technical specifications throughout the contract period.
<ul style="list-style-type: none"> The CUPPS shall allow check-in and gate hardware to be used by multiple airlines, both those identified and future additional airlines. The CUPPS shall allow airlines to operate in the airline native environment except for initial CUPPS login.
<ul style="list-style-type: none"> Each workstation shall have various common use peripherals connected depending on the location. Boarding Pass Printer and Baggage Tag Printer (BTP) at check-in and transfer desks, boarding pass reader and document printer at boarding gates.
<ul style="list-style-type: none"> Provide network and communication support for the CUPPS systems both LAN and airline’s departure control system connectivity through MeITY empaneled cloud for CUPPS application.
<ul style="list-style-type: none"> The CUPPS workstation at boarding gates shall have automatic Boarding Gate Readers (BGRs) that conform to the latest IATA specifications.
<ul style="list-style-type: none"> The supplied BGR shall read OCR, 1D / 2D, QR bar code printed boarding documents and mobile device boarding passes and shall support the various functional requirements of all airlines supported by the CUPPS/CUSS system.
<ul style="list-style-type: none"> The BGR shall include an OCR, 1-D, 2-D barcode reader compatible with PDF417 2-D stacked bar codes, Aztec, Datamatrix and QR bar codes.
<ul style="list-style-type: none"> SLA (Service Level Agreement) driven Services for the Concession Period of the /Project.

CUSS Package
<p>CUSS Package scope includes supply, installation, testing, commissioning, maintenance and end to end Services of Common Use Self Service System (CUSS) including all services, software, hardware, warranty, Equipment networks including LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, operations and maintenance of the CUSS system including (not limited to) the following,</p>
<ul style="list-style-type: none"> • The proposed CUSS shall be fully compliant with the IATA CUSS Recommended Practice (RP 1706C) and should also be capable of touchless functionalities.
<ul style="list-style-type: none"> • Head end servers, network and security Equipment software licenses and accessories as required.
<ul style="list-style-type: none"> • Common Use Self-Service (CUSS) kiosks at free standing locations identified by AAI.
<ul style="list-style-type: none"> • Operational Training of AAI IT systems engineers or AAI stakeholders / partner for deployed CUSS systems.
<ul style="list-style-type: none"> • Enabling all airlines to use the new CUSS systems for check-in process
<ul style="list-style-type: none"> • SLA (Service Level Agreement) driven Services for the Concession Period

BRS package
<p>Baggage Reconciliation System Package scope includes supply, installation, testing, commissioning, maintenance and end to end support for Baggage Reconciliation System (BRS) including all services, software, hardware, warranty, Equipment networks including LAN, switches, DCS connectivity and accessories that are necessary for successful installation of the Baggage Reconciliation system including (not limited to) the following.</p>
<ul style="list-style-type: none"> • The proposed BRS shall be fully compliant with the IATA BRS Recommended Practice (RP 1745).
<ul style="list-style-type: none"> • Baggage reconciliation system (BRS) consisting of servers, software, wireless handheld terminals and operator workstations.
<ul style="list-style-type: none"> • The implementation of the BRS system shall ensure that passengers travel with their bags and initiates an off-load command in the event a bag is on a plane without a passenger.
<ul style="list-style-type: none"> • The BRS system shall also enhance the communication between handlers and Airports baggage control room, provide data for process analysis and secure full tracking of baggage throughout the baggage handling and reconciling process.
<ul style="list-style-type: none"> • The BRS system will be used in the baggage sortation area and at the aircraft side for load and unload of baggage.
<ul style="list-style-type: none"> • The production servers shall be fully resilient (high availability clusters) in compliance with the BRS & MDS Functional Specification installed at MeITY empaneled cloud.

<ul style="list-style-type: none">• Scanners and associated Equipment compatible with the BRS shall be provided by the Service Provider
<ul style="list-style-type: none">• HHT Scanner
<ul style="list-style-type: none">• Workstations with ULD Printer
<ul style="list-style-type: none">• SLA (Service Level Agreement) driven Services for the Concession Period

D) TOTAL EQUIPMENT

This is the list of total number of equipment estimates for the Project to be provided by the SP.

S. No.	Equipment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total

* To be decided based on the actual traffic growth

I). Example CUPPS Package includes:

PC + Keyboard + Mouse + Monitor + BPP + BTP + UPS + BCR + MSR/OCR (International Counters Only) +
 1 DCP up to 10 Check-in counters, 1 DCP up to 3 Transfer desks, additional DCP for every 10 additional counters & so on,
 additional DCP for every 3 transfer desk & so on.

II). Example Boarding Gate Package includes:

PC + Keyboard + Mouse + Monitor + BGR + UPS + DCP + (1 BTP & 1 BPP for every alternate Boarding gates).

Example 1: if there are 5 Boarding Gates then Gate Counters 1, 3 & 5 shall include 1 BTP & 1 BPP each).

Example 2: for 10 Boarding Gates then Gate Counters 1, 3, 5, 7, & 9 shall include 1 BTP & 1 BPP each).

III). **Example BRS Package includes:**

PC+Keyboard+Mouse+Monitor+UPS+HHT+ULD Printer

IV). **CUSS:**

CUSS Kiosk with ethernet LAN port + WiFi / GSM +UPS

SCHEDULE IV – AAI AIRPORTS SPACE RENT

The applicable rates shall be effective from 01.04.2021 at respective Airports are as under: (As per applicable rate/revised time to time)

S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation
		AC	Non-AC	
1.	AMRITSAR	2200	1470	Yearly escalation of 7.5%
2.	BHOPAL	2200	1470	Yearly escalation of 7.5%
3.	CALICUT	2200	1470	Yearly escalation of 7.5%
4.	COIMBATORE	2200	1470	Yearly escalation of 7.5%
5.	GOA	2200	1470	Yearly escalation of 7.5%
6.	INDORE	2200	1470	Yearly escalation of 7.5%
7.	PUNE	2200	1470	Yearly escalation of 7.5%
8.	VARANASI	2200	1470	Yearly escalation of 7.5%
9.	CHENNAI	3000	2000	Yearly escalation of 7.5%
10.	KOLKATA	3000	2000	Yearly escalation of 7.5%
11.	AGRA	1250	830	Yearly escalation of 7.5%
12.	AURANGABAD	1250	830	Yearly escalation of 7.5%
13.	BAGDOGRA	1250	830	Yearly escalation of 7.5%
14.	BELGAUM	1250	830	Yearly escalation of 7.5%
15.	BHATINDA	1250	830	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
16.	BHAVNAGAR	1250	830	Yearly escalation of 7.5%

17.	BHUBANESWAR	1250	830	The new rates shall be frozen and
S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation
		AC	Non-AC	
				first annual escalation { @7.5% } shall be applicable w.e.f 01/04/2025
18.	BHUJ	1250	830	Yearly escalation of 7.5%
19.	CHANDIGARH	1250	830	Yearly escalation of 7.5%
20.	GAYA	1250	830	Yearly escalation of 7.5%
21.	JAMMU	1250	830	Yearly escalation of 7.5%
22.	LEH	1250	830	Yearly escalation of 7.5%
23.	MADURAI	1250	830	Yearly escalation of 7.5%
24.	MYSORE	1250	830	Yearly escalation of 7.5%
25.	PATNA	1250	830	Yearly escalation of 7.5%
26.	PORT BLAIR	1250	830	The new rates shall be frozen and first annual escalation { @7.5% } shall be applicable w.e.f 01/04/2025
27.	RAJKOT	1250	830	Yearly escalation of 7.5%
28.	RANCHI	1250	830	The new rates shall be frozen and first annual escalation { @7.5% } shall be applicable w.e.f 01/04/2025
29.	SRINAGAR	1250	830	Yearly escalation of 7.5%

30.	SURAT	1250	8 3 0	Yearly escalation of 7.5%
31.	TIRUPATI	1250	8 3 0	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
32.	TRICHY	1250	8 3 0	Yearly escalation of 7.5%
33.	UDAIPUR	1250	8 3 0	Yearly escalation of 7.5%
S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation
		AC	Non-AC	
34.	VADODARA	1250	8 3 0	Yearly escalation of 7.5%
35.	VIJAYWADA	1250	8 3 0	Yearly escalation of 7.5%
36.	VISHAKHAPATNAM	1250	8 3 0	Yearly escalation of 7.5%
37.	ADAMPUR (JALANDHAR)	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025

38.	AGARTALA	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
39.	AGATTI	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
40.	ALLAHABAD	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
41.	BHUNTAR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
42.	BIKANER	1000	670	Yearly escalation of 7.5%
43.	CUDDAPAH	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
44.	DEHRADUN	1000	670	Yearly escalation of 7.5%
45.	DIBRUGARH	1000	670	The new rates shall be frozen and
S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation

		AC	Non-AC	
				first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
46.	DIMAPUR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
47.	DIU	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
48.	GORAKHPUR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
49.	GUGGAL	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
50.	GWALIOR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025

51.	HUBLI	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
52.	IMPHAL	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
53.	JABALPUR	1000	670	The new rates shall be frozen and
S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation
		AC	Non-AC	
				first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
54.	JAISALMER	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
55.	JAMNAGAR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025

56.	JHARSAGUDA	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
57.	JODHPUR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
58.	JORHAT	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
59.	KANDLA	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
60.	KANPUR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
61.	KHAJURAHO	1000	670	The new rates shall be frozen and
S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation
		AC	Non-	

			AC	
				first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
62.	KISHANGARH	1000	670	Yearly escalation of 7.5%
63.	KOLHAPUR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
64.	LILABARI	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
65.	LUDHIANA	1000	670	Yearly escalation of 7.5%
66.	PAKVONG	1000	670	Yearly escalation of 7.5%
67.	PANTNAGAR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
68.	PATHANKOT	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
69.	PONDICHERRY	1000	670	Yearly escalation of 7.5%

70.	PORBANDAR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
71.	RAIPUR	1000	670	Yearly escalation of 7.5%
72.	RAJAHMUNDRY	1000	670	The new rates shall be frozen and
S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation
		AC	Non-AC	
				first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
73.	SALEM	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
74.	SHILLONG	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
75.	SHIMLA	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025

76.	SILCHAR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
77.	TEZPUR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f01/04/2025
78.	TUTICORN	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f01/04/2025
79.	JALGAON	800	530	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f01/04/2025
80.	KALABURGI	800	530	The new rates shall be frozen and
S.No	AIRPORT NAME	SPACE LICENSE FEE (w.e.f 01.04.2021) [IN INR PER SQM PER MONTH]		Annual escalation
		AC	Non-AC	
				first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025

81.	DARBHANGA	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
82.	DEOGHAR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
83.	KUSHINAGAR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
84.	AZAMGARH	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025
85.	MUIRPUR	1000	670	The new rates shall be frozen and first annual escalation {@7.5%} shall be applicable w.e.f 01/04/2025

APPENDIX -I:
ACCEPTANCE LETTER
(Unconditional Acceptance Letter)

*On the Letter head of Bidder or
(Refer Clause 2.10.2)*

To,

Executive Director (Operations),
Airports Authority of India
Rajiv Gandhi Bhawan,
Safdarjung Airport, New Delhi -110003

Sub: Bid for Project for [...] [Name of the Project]

Dear Sir,

The RFP documents for the “[Name of Project]” have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the RFP documents made available to me/us which shall form part of the Concession agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the RFP, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI’s RFP documents in its entirety for the Project.
4. The contents of Clause 2.9.1 of the RFP have been noted wherein it is clarified that AAI reserves the rights to reject the conditional Bids without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I/We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Bid within

such time as may be prescribed by AAI.

7. I/We acknowledge the right of AAI to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/We certify that I/we or any of my/our constituents or my/our predecessor entity in the preceding 3 (three) years have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our partner have I/ we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
9. I/ We hereby declare that:
 - a. I / We have examined and have no reservations to the RFP Document, including the addendum (if any) issued by AAI.
 - b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP Document, in respect of any RFP or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 4.1 to 4.3 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/ We do not have any conflict of interest in accordance with Clause 2.2.1 of the RFP.
10. I/We declare that we satisfy and meet the requirements as specified in the RFP and eligible to submit a Bid in accordance with the terms of this RFP.
11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Bidder, or in connection with the RFP process itself, in respect of the award of abovementioned concession and the terms and implementation thereof.
12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any

documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the RFP process including the award of work.

13. I / We confirm having submitted the Tender Fee of INRplus GST and applicable taxes (if any) to AAI in accordance with the RFP Document.
14. I / We confirm having submitted the Bid Security of INR.... to AAI in accordance with the RFP Document.
15. I / We agree and understand that the Bid is subject to the provisions of the RFP. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Bid is not opened.
16. I / We agree and undertake to abide by all the terms and conditions of the RFP.
17. I/We believe that I/We satisfy the turnover criteria and meet all the requirements as specified in the RFP and am/are qualified to submit a Bid.
18. I/We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of all of its Members. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Project in respect of Change in Control and joint and several liability.
19. I/We acknowledge and agree that in the event of a change in Control of an Affiliate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform Airports Authority of India forthwith along with all relevant particulars and AAI may, in its sole discretion, disqualify our Consortium from the Bid Process or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in Control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof, and the Project shall be liable to be terminated without Airports Authority of India being liable to us in any manner whatsoever.
20. I/We certify that in regard to matters other than security and integrity of the country, I/We or any of my/our Affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on my/our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

21. I/We further certify that in regard to matters relating to security and integrity of the country, any of my/our Affiliates have not been charge-sheeted by any agency of the GoI or convicted by a court of law.
22. I/We further certify that no investigation by a regulatory authority or AAI is pending either against me/us or against our Affiliates or against our CEO or any of our directors/ managers/ employees.
23. I/We declare that I /We have not paid and shall not pay any bribe to any officer of AAI for awarding this Project at any stage during its execution or at the time of payment of bills and further, if any officer of AAI asks for bribe/gratification, I shall immediately report it to the appropriate authority in AAI.
24. I/We further certify that I/We or any of my/our Affiliates are not barred or blacklisted by any government agency or authority in India, the government of the jurisdiction of the Bidder or Affiliates where they are incorporated or the jurisdiction of their principal place of business, from participating in any project, 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 the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of the Bid.
25. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification as per this RFP, we shall intimate the Authority of the same immediately.
26. I/We agree that if at any stage, any information/documents submitted by me/us are found to be false, I/We shall be liable for debarment from tendering in AAI, apart from any other appropriate/legal action, as the case maybe.
27. The Statement of Legal Capacity as per format provided in the RFP, and duly signed, is enclosed. The Power of Attorney for signing of Bid as per format provided in RFP is also enclosed.
28. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

29. In the event of me/ us being declared as the Selected Bidder, I/we agree to enter into a draft Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
30. The documents accompanying the Bid, as specified in Clause 2.10.2 of the RFP, have been submitted by uploading the scanned copies on CPPP.
31. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
32. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site of the Airports and all the conditions that may affect the Services and implementation of the Project.
33. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
34. I/ We shall keep our Bid offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
35. I/ We hereby submit the Bid as per Appendix-I for undertaking the aforesaid Project in accordance with the Bidding Documents and the draft Concession Agreement.
36. In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP.

Dated thisDay of..... , 20_.

Yours faithfully.

**(Signature, Name and Designation of the Authorized Signatory) Place:
Name and seal of the Bidder**

ANNEXURE-1
DETAILS OF BIDDER

- 1.** (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
(e) PAN Number and GST Registration Certificate (as applicable)
(f) Category of Bidder (Make in India Bidder or MSME Bidder or Non-Local Bidder):

- 2.** Brief description of the Bidder/Members including details of its main lines of business (please provide details of the airports/ cities/ countries the Bidder is operational):

- 3.** Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

- 4.** Particulars of the Authorized Signatory of the Bidder/Member:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:

- 5.** In case of a Consortium:
 - a) the information above should be provided for all the Members of the Consortium

 - b) A copy of the Joint Bidding Agreement as envisaged in Clause 3.4.1 Should

be attached to the Bid.

6. Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role {Refer Clause 3.4.1 (e)}	Percentage of equity in the Consortium {Refer Clauses 3.4.1 (a), (c) (d) & (h)}
1			
2			
3			

7. Details as provided below need to be confirmed by Bidder/ each Member of the Consortium.

Name of Bidder/Member

S. No.	Criteria	Yes	No
1.	Has the Bidder/Member of the Consortium/its Affiliate been barred by the Central/State Government, or any entity Controlled by it, from participating in any concession/project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of this Bid?		
3.	Has the Bidder/Member of the Consortium/its Affiliate paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		
4.	Has the Bidder/Member of the Consortium/its Affiliate been barred or blacklisted by any government agency or authority in India, the government of the jurisdiction of the Bidder where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Inter-American Development Bank, Asian Infrastructure Investment Bank, etc. or the United Nations or any of its agencies, from participating in any project.		

8. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Affiliates disclosing material non-performance or

contractual non- compliance in past projects/licenses, contractual disputes and litigation/arbitration in the past three years as below (attach extra sheets, if necessary):

9. Staff Strength of Bidder

- (a) Organizational structure of the Company:
- (b) Number of staff:

10. Management Capability of Bidder

Information (including individual resume on the working experience, qualifications and achievements) on the Company's management team/Operation team.

Date:

(Signature, Name and Designation of the Authorized Signatory)

Place:

Name and seal of the Bidder

ANNEXURE-2
DETAILS OF ELIGIBLE PROJECT
(Refer to Clauses 2.2.2 and 3.2(A) of the RFP)

Project Code:

Member Code:

Item	Particulars of the Project	Entity for which the project was undertaken	Name and location of airport where Works provided	Yearly passenger throughput of the airport during the period Service provided (Year and Total Passenger throughput)	Date of commencement of project / contract³	Date of completion of project/ contract⁴	Equity shareholding (with period during which equity was held)	Whether credit is being taken for the Eligible Project of an Affiliate (Yes/ No) If, yes provide details of the same.
Refer Instructions	5				6		7	9
A. Project experience of Bidder								
Clause 3.2 A Technical Capacity (i).1								

³ Or ongoing Projects

⁴ Or ongoing Projects

Item	Particulars of the Project	Entity for which the project was undertaken	Name and location of airport where Works provided	Yearly passenger throughput of the airport during the period Service provided (Year and Total Passenger throughput)	Date of commencement of project / contract ³	Date of completion of project/ contract ⁴	Equity shareholding (with period during which equity was held)	Whether credit is being taken for the Eligible Project of an Affiliate (Yes/ No) If, yes provide details of the same.
Refer Instructions	5				6		7	9
Clause 3.2 A Technical Capacity (i).2								
Clause 3.2 A Technical Capacity (i).3								
B. Airport Ecosystem								
Clause 3.2A Technical Capacity (ii).1								

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. The projects cited must comply with the eligibility criteria specified in Clauses 2.2.2, 3.2 A (i) and 3.2 A (ii) of the RFP. Bidders should also refer to the instructions below.

2. For a single entity Bidder, the Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. Member code shall indicate NA (for Not Applicable) in case of a single entity Bidder. In case the Eligible Project relates to an Affiliate of the Bidder write 'Affiliate' along with Member code.
5. Details of activities performed for each Eligible Project.
6. The date of commissioning of the project, upon completion, should be indicated. In the case of projects under implementation project, the likely date of completion or commissioning, as the case may be, shall be indicated.
7. The equity shareholding of the Bidder, in the company owning or implementing the project needs to be given.
8. Certificate from the Bidder's statutory auditor⁵ or its respective clients must be furnished, substantially as per format in Annexure 3 (3A to 3D) for each Eligible Project.
9. In the event that credit is being taken for the Eligible Project of an Affiliate, the Bidder should also provide a certificate from statutory auditor /company secretary substantially as per the format in Annexure 5.
10. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project.

⁵In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary

ANNEXURE 3 (A)
CERTIFICATE FROM THE STATUTORY AUDITOR/ CLIENT REGARDING
ELIGIBLE PROJECT⁶

{Based on its books of accounts and other published information authenticated by it}* , this is to certify that the _____ (name of the Bidder/ Member / Affiliate) has supplied, installed, tested, commissioned, maintained / is maintaining and has provided / is providing end to end support services for (atleast 2 year) from _____ (Start date) to _____ (End date / still providing) for following Equipment at _____ (name of the international airport) with more than 22 million annual passenger traffic, in last 7 (seven) years from the Bid Due Date: (please strikethrough as applicable. Refer to note in Clause 3.2 A(i).1)

(a) CUPPS in compliance with IATA Recommended Practice (RP);

Name of the audit firm / client:

Seal of the audit firm / stamp of client:

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

⁶ Provide certificate substantially in this this format. Attach explanatory notes to the certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Affiliate may provide the certificates required under this RFP. Statutory auditor means the entity that audits and certifies the annual accounts of the entity.

* For certificates from Statutory Auditor, certificate shall include wordings in curly brackets, in case of certificate from client certificate shall start from "This is to certify"

ANNEXURE 3 (B)
CERTIFICATE FROM THE STATUTORY AUDITOR/ CLIENT REGARDING
ELIGIBLE PROJECT⁷

{Based on its books of accounts and other published information authenticated by it}* , this is to certify that the _____(name of the Bidder/ Member / Affiliate) has supplied, installed, tested, commissioned, maintained / is maintaining and has provided / is providing end to end support services for (atleast 2 year) from _____ (Start date) to _____(End date / still providing) for following Equipment at _____(name of the international airport) with more than 22 million annual passenger traffic, in last 7 (seven) years from the Bid Due Date: (please strikethrough as applicable. Refer to note in Clause 3.2 A(i).2)

(a) CUSS kiosks in compliance with IATA Recommended

Practice (RP) Name of the audit firm / client:

Seal of the audit firm / stamp of client:

(Signature, name and designation of the authorised signatory).

Date:

ANNEXURE 3 (C)

CERTIFICATE FROM THE STATUTORY AUDITOR / CLIENT REGARDING ELIGIBLE PROJECT

{Based on its books of accounts and other published information authenticated by it}* , this is to certify that the _____(name of the Bidder/ Member / Affiliate) has supplied, installed, tested, commissioned, maintained / is maintaining and has provided / is providing end to end support services for (atleast 2 year) from _____ (Start date) to __ (End date / still providing) for following Equipment at Airport/Airports with cumulative annual passenger traffic of more than 50 million in last 7 (seven) years from the Bid Due Date as detailed below: (please strikethrough as applicable. Refer to note in Clause 3.2 A (i) 3)

S.No	Type and Equipment specification	Name of the airport	Passenger Traffic at respective Airports	Year of Passenger Traffic	Project Start Date	End date / continuing
1.	CUPPS in compliance with IATA RP	a) b) c)	a) b) c)			
2.	CUSS kiosk in compliance with IATA RP	a) b) c)	a) b) c)			

Name of the audit firm / client:

Seal of the audit firm / stamp of client:

(Signature, name and designation of the authorised

signatory). Date:

ANNEXURE 3 (D)

**CERTIFICATE FROM THE STATUTORY AUDITOR/CLIENT
REGARDING ELIGIBLE PROJECT⁹**

{Based on its books of accounts and other published information authenticated by it}* , this is to certify that the _____(name of the Bidder/ Member / Affiliate) has provided /is providing services in interfacing with following ecosystems viz: Airlines’ DCS, FIDS, AOCC/AODB, CUTE / CUPPS / CUSS Systems for _____(name of airport), in last 7 (seven) years from the Bid Due Date; i.e. from _____(Start date) to _____(End date / still providing).

Name of the audit firm / client:

Seal of the audit firm / stamp of client:

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

ANNEXURE-4 (A)
FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clauses 3.2 (B) of the RFP)
[On the letterhead of the statutory auditor of the Bidder/ Member/ Affiliate or the chartered accountant]

GROSS TURNOVER OF THE BIDDER

Subject: Submission of Bid for the Project for Selection of Service Provider for provision of passenger processing system (CUPPS, CUSS, and BRS) at AAI managed Airports

Based on the books of accounts and other published information authenticated by it, this is to certify that [*] (*insert name of the Bidder/ Member / Affiliate*) is having Gross Turnover, as per table below for the financial years, FY 2017-18, FY 2018-19 and FY 2019-20.

Bidder type ¹⁰	Member Code	Gross Turnover (In INR Crore) ¹¹		
		FY	FY...	FY...
Single entity Bidder				
Consortium Member 1				
Consortium Member 2				
Total				

¹⁰ A Bidder consisting of a single entity should fill in details as per the row titled single entity Bidder.

¹¹ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees...] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

** In case of Consortium the audited balance sheet shall be submitted by each Member of the Consortium whose credentials are being relied upon to meet the Financial Capacity.

The Bidder shall provide an auditor's certificate specifying the Gross Turnover of the Bidder. The Bidder shall also provide the name and address of its bankers.

(Signature of Authorized

Signatory) Name of

Authorized Signatory:

Designation of Authorized Signatory:

Registration/Membership Number of Authorized Signatory:

Date:

Place:

Name of the statutory audit firm:

Seal of the statutory audit firm:

Registration Number:

**In case credit is claimed for an Affiliate, necessary evidence to establish the relationship of the Bidder with such Affiliate, in Annexure 5 shall be provided.

ANNEXURE-4 (B)

FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clauses 3.2 (B) of the RFP)

[On the letterhead of the statutory auditor of the Bidder/ Member/Affiliate or the chartered accountant.]

QUALIFYING TURNOVER

Subject: Submission of Bid for selection of Service Provider for provision of passenger processing system (CUPPS, CUSS, and BRS) at AAI managed Airports

Based on the books of accounts and other published information authenticated by it, this is to certify that [*] (*insert name of the Bidder/ Member / Affiliate*) is having. Qualifying Turnover of Rs...../- for the FY which is atleast 50% of Minimum Gross Turnover from the Services required as per this RFP.

In case credit is claimed for an Affiliate, necessary evidence to establish the relationship of the Bidder with such Affiliate, in Annexure 5 shall be provided.

(Signature of Authorized

Signatory) Name of

Authorized Signatory:

Designation of Authorized Signatory:

Registration/Membership Number of Authorized Signatory:

Date:

Place:

Name of the statutory audit firm:

Seal of the statutory audit firm:

Registration Number:

**In case of Consortium the audited balance sheet shall be submitted by each Member of the Consortium whose credentials are being relied upon to meet the Financial Capacity.

ANNEXURE-4 (C)

FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clauses 3.2 (B) of the RFP)
*[On the letterhead of the statutory auditor of the Bidder/
Member/Affiliate or the chartered accountant]*

NETWORTH OF THE BIDDER

Subject: Submission of Bid for Selection of Service Provider for Provision of Passenger Processing system (CUPPS, CUSS and BRS) at AAI managed Airports

Based on the books of accounts and other published information authenticated by it, this is to certify that [*] (*insert name of the Bidder/ Member/ Affiliate*) is having Net worth as defined in the RFP as per table below for the financial year [*].

Bidder type¹²	Member Code	Net worth (In INR Crore) ¹³ FY ...
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Total		

In case credit is claimed for an Affiliate, necessary evidence to establish the relationship of the Bidder with such Affiliate, in Annexure 5 shall be provided.

¹² A Bidder consisting of a single entity should fill in details as per the row titled single entity Bidder.

¹³ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees...] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

**In case of Consortium the audited balance sheet shall be submitted by each Member of the Consortium whose credentials are being relied upon to meet the Financial Capacity.

(Signature of Authorized
Signatory) Name of
Authorized Signatory:
Designation of Authorized Signatory:
Registration/Membership Number of Authorized
Signatory: Date:
Place:

Name of the statutory
audit firm: Seal of the
statutory audit firm:
Registration Number:

ANNEXURE-5

CERTIFICATE FROM STATUTORY AUDITOR / COMPANY SECRETARY

[On the letterhead of the statutory auditor of each entity through whom Technical Capacity/ Financial Capacity is being claimed]

Certificate from Statutory Auditor/ Company Secretary regarding Affiliate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of *(name of the Affiliate)* is held, directly or indirectly[£], by *(name of Bidder / Member)*. By virtue of the aforesaid shareholding, the latter exercises Control over the former, who is an Affiliate in terms of definition of Affiliate in the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Bidder / Member in the Affiliate. In the event the Affiliate is under common Control with the Bidder / Member, the relationship may be suitably described and similarly certified herein}

[§] In the event the Bidder/Member is claiming to be an Affiliate based on the powers of to direct the management and policies of a Person, which is not a company, corporation or LLP, this certificate maybe suitably modified and copies of relevant documents maybe referred to.

[£] In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Affiliates, i.e., the shareholding in each such company should be more than 50% (fifty percent) in order to establish that the chain of Control is not broken.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised

signatory). Date:

ANNEXURE-6 (A)
UNDERTAKING WITH INFORMATION ON CONTRACTS WITH
AAI

I/We hereby declare that we are having/had the following contracts with Airports/offices controlled by Airports Authority of India through a direct contract or through a contract with Airlines or any other party (in any capacity whatsoever and not being limited to as a role of a Concessionaire or license at AAI.

S.No.	Airport Name	Facility / Contract	Contract Period	
			From	To

(In case of no contracts in AAI controlled Airports, indicate NIL)

Date:

Signature:

Name:

Designation:

Address:

Place:

Seal of the Bidder/Bidder's Affiliate/Lead Member:

ANNEXURE-6 (B)
FORMAT OF NO DUES CERTIFICATE FOR AAI CONTRACTS

(To be obtained from the respective AAI Airports) (To be submitted as part of the Bid Submissions)

“No Dues Certificate”

1. Bidder Name :
2. Date of Issuance of Certificate :
3. Name of Contract :
4. Agreement No. (if applicable) :
5. Stipulated Date of Start of Contract :
6. Actual Date of Start :
7. Date of Completion / Termination :
8. Amount of SD available with validity period:
9. Name of Airport :

Amount of Outstanding Dues upto:..... (Disputed and un-disputed amounts to be shown separately)

Sr. No.	Items	Disputed Amount (INR)	Undisputed Amount (INR)	Remarks
1.	License Fee			
2.	Space Rent			
3.	Interest			
4.	Any Other Item			
	Total			

Details of any

arbitration/litigation

: Signature: [•]

Name of the Nodal Officer: [•]

Designation: [•]

Email id: [•]

Contact Number: [•]

Note: A separate certificate has to be produced in respect of each contract

ANNEXURE-6 (C)
**FORMAT OF UNDERTAKING FOR CLEARING ALL DUES BEFORE ISSUANCE
OF LOIA**

(To be submitted as part of the Bid Submissions)
*(SELF-DECLARATION OF THE BIDDER TO BE SUBMITTED ON COMPANY LETTER
HEAD)*

I/We hereby declare and confirm that we shall clear before issue of LOIA all undisputed outstanding dues for intervening period i.e. from January 01, 2021 to the last billing period before finalization of award, if I/we are the selected bidder as per terms and conditions of this RFP.

Date:

Signature:

Name:

Designation:

Address:

Place:

Seal of the Bidder/Bidder's Affiliate/Lead

Member:

Shri. J.K. Khanna, IPS (Retd), A-102, Sector – 55, Noida – 201307 (U.P)
Email: jkkhannaips@yahoo.com has been appointed as Independent External Monitors (IEMs) for this pact
Shri. Ramabhadran Ramanujam IAS (Retd), 44/ 24, Third Trust Cross Street, Mandavelipakkam, Chennai – 600028.
Email: raamaanuj@gmail.com has been appointed as Independent External Monitors (IEMs) for this pact

ANNEXURE-7

INTEGRITY PACT

This Pact made this day of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at **Executive Director (OPS), Airports Authority of India, 'C' Block, Ground Floor, Rajiv Gandhi Bhawan, New Delhi** in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers, or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

_____ **represented by [name and address]**
of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

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

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" (TI) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitor (I E M) who will monitor the Bidding Process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a Bid (Bid ID : _____) to the Authority for _____ in response to the Request for Proposal dated _____ and having reference no. _____. Contractor is signing the contract for execution of _____.

NOW, therefore,

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

Enabling the Authority to obtain the desired said stores/Equipment/execution of Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the Bidding Process, Bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The Authority will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
 - 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the

contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the Project would not be stalled.

3. Commitments of Bidders/Contractor.

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

The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the Bidding Process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Authority.

3.2(ii) The Bidder / Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of Bids or any actions to restrict competitiveness or to introduce cartelization in the Bidding Process.

3.3 The Bidder/Contractor shall, when presenting his Bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or Affiliates.

3.4 The Bidder/ Contactor shall when presenting his Bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this Bid/contract.

3.5 The Bidder/ Contractor further confirms and declares to the Authority that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such

intercession, facilitation or recommendation.

- 3.6 The Bidder/Contractor, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of Services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Bidding Process, Bid Evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, Technical Bid and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/ Contractor will inform to the Independent External Monitor.
 - i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's Affiliate(s)
- 3.11 The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/ Contractor at the time filing of RFP.. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.
- 3.14 The Bidder/ Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during Bidding Process or before the award of the contract or during execution of the contract/ work has committed a transgression in

violation of Clause 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the Bidding Process or to terminate the contract for such reason and to debar the Bidder from participating in future Bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last 3 (three years) immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the Bidding Process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the Bidding Process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor (s) and Affiliate (s) whose value of the work contribution exceeds Rs 0.5 Crores (Rupees zero point five crores) and to submit the same to the Authority along-with the Bidding Documents/ contract before contract signing.
- 4.4. That sub-contractor(s)/ Affiliate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crores. (Rupees zero point five crores) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub- contractor(s)/ Affiliate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the Bidding Process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Clause 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of the provisions of this RFP. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

5. Tender Fee, Bid Security, Performance Security, Bank guarantee, any other mode and its validity Period, Performance guarantee.

While submitting the Bid, the Bidder shall deposit Tender Fee, deposit Bid Security /Bank Guarantee / or any other mode and its validity Period, Performance guarantee which is as per terms and conditions and details given in Bidding Documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from Bidding process and exclusion from future Contracts.

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Authority to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iii) If the Authority has disqualified / debarred the Bidder from the Bidding Process prior to the award under Clause 2 or 3 or 4, the Authority is entitled to forfeit the Tender Fee/Bid Security
- (iv) To recover all sums already paid by the Authority, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% (two percent) higher than the LIBOR. If any outstanding payment is due to the Bidder from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and Bid Security, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding Processes for a minimum period of 3 (three) years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the Bidder, the same shall not be opened.
- (x) Forfeiture of Bid Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under Clause 2 or 3 or 4 or if the Authority is entitled to terminate the contract under Clause 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% (five percent) of the contract value or the amount, equivalent to Performance Securities or performance bank guarantee,

whichever is higher.

(xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the RFP process or the termination of the contract after award of the contract has caused no damage to the Authority.

- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (xii) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Subcontractors/Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Affiliates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s)

- 8.1. That the Authority has appointed competent and credible Independent External Monitor ("Monitor") for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also

enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Affiliates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Affiliates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 (two) weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all

possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction

That this Pact is subject to Indian Law. The place of performance jurisdiction is the Corporate Headquarter / the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership, this Pact must be signed by all the partners or their authorized representatives.

11.3 The person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she shall await their decision in the matter.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 (twelve) months after the final payment under the respective contract, and for all other Bidders 3 (three) months after the contract is awarded.

12.2 That if any claim is made /lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on

Buyer Name of the Officer Designation Deptt. / Ministry / PSU Witness 1.	BIDDER Authorised Signatory Witness 1.
2 .	2 .

ANNEXURE-8

UNDERTAKING ON TOTAL RESPONSIBILITY

<To be printed on the letterhead>

This is to certify that we [*name of the Bidder*] undertake the total responsibility for the defect free operation of the proposed Project as per the requirement of the RFP and the Concession Agreement at all times.

Yours sincerely,

<Date>

<On behalf of Bidder Name>

Authorized Signature [In full and initials]: Name and Designation of

Signatory: Name of Firm:

Address:

Seal/Stamp of Bidder:

ANNEXURE-9

DELETED

APPENDIX - II

STATEMENT OF LEGAL CAPACITY

*(To be forwarded on the letterhead of the Bidder/each
Member of the Consortium)*

Ref.

Date:

To,

Executive
Director(Operations), Airports
Authority of India
Rajiv Gandhi Bhawan,
Safdarjung Airport, New
Delhi- 110003

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Bidding Document.

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

Thanking

you, Yours

faithfully,

(Signature, name and designation of the authorized

signatory) For and on behalf of.....

APPENDIX-III

POWER OF ATTORNEY FOR SIGNING OF BID ¹⁵

(on non-judicial stamp paper of Rs.100/- and duly notarized)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), Son/daughter / wife of..... and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project in relation to Selection of Service Provider for Provision of Passenger Processing System (CUPPS, CUSS AND BRS) at AAI Managed Airports India ("**Project**") proposed by Airports Authority of India ("**Authority**") including but not limited to signing and submission of all Bids, and other documents and writings, participate in pre-bid conference(s) and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the draft Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF..... 20_____.

¹⁵ To be provided by Single Bidder / all Member of Consortium as the case may be

For

Witnesses:

(Signature, name, designation and

address) (Notarized/Legalized)

1.

2.

Accepted: (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

APPENDIX IV

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(on non-judicial stamp paper of Rs.100/- and duly notarized)

(Refer Clause 3.4.1(b))

Whereas Airports Authority of India has invited bids for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Service Provider, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with Airports Authority of India, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Service Provider entered into with Airports Authority of India. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

(signature)
(Name & Title)

For _____

(signature)
(Name & Title)

For _____ (Name & Title)

(Executants)

(To be executed by all the Members of the
Consortium) Witnesses:

[Notarised]

1.

2

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder should submit for verification the extract of the charter documents and documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *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.*

APPENDIX V

JOINT BIDDING AGREEMENT

(Refer Clause 3.4.1 (h))

(on non-judicial stamp paper of Rs.100/- and duly notarized in case of Consortium)

THIS JOINT BIDDING AGREEMENT ("Agreement") is entered into on thisday
of
..... 20...

AMONGST

{....., a company incorporated under the} and having its registered office at
..... (hereinafter referred to as the "First Part" which expression shall, unless
repugnant to the context include its successors and permitted assigns)

AND

{....., a company incorporated under the} and having its registered office at
..... (hereinafter referred to as the "Second Part" which expression shall, unless
repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the
"Parties" and each is individually referred to as a "Party".

WHEREAS,

Airports Authority of India (hereinafter referred to as the "Airports") which expression
shall, unless repugnant to the context or meaning thereof, include its successors and
permitted assigns) has invited bids (the "Bids") by its Request for Proposal No.
dated..... (the "RFP ") for the Project at the Airports;

The Parties are interested in jointly bidding for the Project as Members of a Consortium
and in accordance with the terms and conditions of the RFP and other Bidding Documents
in respect of the Project; and

It is a necessary condition under the RFP that the Members of the Consortium shall enter
into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

2. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

3. Consortium

- 3.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.
- 3.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.

4. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the "Concessionaire") under the Companies Act, 2013 for entering into an Concession Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Concession Agreement for the Project.

5. Role of the Parties

The Parties hereby undertake that Party of the First Party shall be the Lead Member and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process under the draft Concession Agreement when all the obligations of the Consortium shall become effective. The obligations of each Member with respect to the Project are set out below:

- [•]
- [•]

6. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the draft Concession Agreement.

7. Shareholding in the SPV

- 7.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
 - First Party:
 - Second Party:

- 7.2 The Parties undertake that at least 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV shall, at all times for the entire duration of the Project, be held by those Members of the Consortium whose experience and credential were considered for the purpose of qualification and short-listing of Bidders for the Project in terms of the RFP. The Parties further undertake the Lead Member shall hold at least 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV during the Concession Period.

8. Representation of the Parties

Each Party represents to the other Parties as of the date of this Joint Bidding Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ Power of Attorney in favour of the person executing this Joint Bidding Agreement for the delegation of power and authority to execute this Joint Bidding Agreement on behalf of the Member is annexed to this Joint Bidding Agreement, and will not, to the best of its knowledge;
 - (1) require any consent or approval not already obtained;
 - (2) violate any Applicable Law presently in effect and having applicability to it;
 - (3) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (4) violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (5) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Joint Bidding Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d)there is no litigation pending or, to the best of such Party’s knowledge, threatened to which it or any of its Affiliate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under the RFP and the draft Concession Agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect for the entire duration of the Concession Period, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by Airports Authority of India to the Bidder, as the case may be.

10. Miscellaneous

10.1 This Joint Bidding Agreement shall be governed by laws of India.

10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of Airports Authority of India.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART
(Signature)

(Name)
(Designation)
(Address)

Notes:

The mode of the execution of the Joint Bidding Agreement 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.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of Power and Authority to execute this Agreement on behalf of the Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI
LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

Sl.No.	Name of the employee	Designation	Relationship with tenderer(s)	Place of Posting

SIGNATURE OF

BIDDER NB:

1. In case of NIL report, Performa must be filled with NIL report and submitted duly signed by the Authorized Signatory.
2. In case the above space is not adequate, the details should be filled in additional sheets duly signed by Authorized signatory may be attached.

APPENDIX VII
DOCUMENT OF INCORPORATION

APPENDIX VIII
CHARTER DOCUMENTS
(certified true copies of its constitutional documents)

APPENDIX IX (A)

FINANCIAL Bid

INSTRUCTIONS FOR FILING PRICE SCHEDULE AS PER APPENDIX- ON AAI CPP PORTAL ONLY

1. SUBMISSION OF FINANCIAL BID

- 1.1 Bidders shall complete the Financial Bid online as per the guidelines provided on the Central Public Procurement Portal. **Financial Bid shall strictly be as per Appendix IX (B), no other format shall be accepted or else the Bid shall be liable to rejection.** Further, it's clarified that, there should not be any mention of the Price Bid / Financial Bid in the Technical Bid or Cover I.
- 1.2 Price shall be quoted as per the Financial Bid.
- 1.3 The price Bid of the Bidding Documents is for pricing alone. No condition whatsoever shall be stipulated in this part. If any conditions are stipulated in the price quoted, the Bid is liable to rejection.
- 1.4 The Bidder shall confirm that Final Service Fee shall be firm.
- 1.5 All Bidder shall provide their financial quote in Indian National Rupees (INR).
- 1.6 Selected Bidder shall make his own arrangement for obtaining custom clearance, road permits/entry passes for transporting the system to the respective Airports, however, AAI will provide the requisite documents for obtaining road permits i.e authorization letter etc. Nothing extra/additional shall be paid by AAI.
- 1.7 Quoted prices shall be exclusive of GST.

Bids, in which any of the particulars and prescribed information is missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, may be considered non-responsive and are liable to be rejected.

APPENDIX- IX (B) –

PRICE BID TO BE REFERRED ON CPP E-PROCUREMENT PORTAL

Only for reference purposes. The Bid to be submitted in the MS Excel – BOQ file as provided in e-tender portal

Quote should be provided in INR only

	Description	Service Fee in figure (excluding GST)	Service Fee in words (excluding GST)
	(a)	(b)	(c)
1.	Service Fee		
	Total		

"Service Fee" means service fee quoted by the Bidder per departing Passenger for its Services as per the terms of the RFP and Concession Agreement in Appendix- IX(B). Bidder shall quote the Service Fee below the Upper limit of Service Fee.

APPENDIX X
FORMAT OF BANK GUARANTEE FOR BID SECURITY
(Refer Clause 1.3.6)

(On Non-judicial stamp paper of Rs.100)

B.G. No.

Dated:

1. In consideration of you, Airports Authority of India, having its office at C-Block, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110003, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive _____ the _____ Bid _____ of _____ (a company registered under the Companies Act, 1956/2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Selection of Service Provider for Provision of Passenger Processing System (CUPPS, CUSS AND BRS) at AAI Managed Airports (hereinafter referred to as "**the Project**") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "**Bidding Documents**"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.3.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount _____ of _____ Rs (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and

payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the

Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... crore (Rupees..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its.....and authorised official.

(Signature of the Authorised

Signatory) (Official Seal)

APPENDIX XI

FINANCIAL STATEMENTS FOR THE PRECEDING THREE YEARS

FY 2017-18, FY 2018-19, FY 2019-20 (Duly audited balance sheet and profit and loss account)

APPENDIX XII

LETTER OF UNDERTAKING

[SELF-DECLARATION OF THE BIDDER THAT THE FURNISHED INFORMATION FOR EXPERIENCE IS TRUE, TO BE SUBMITTED ON COMPANY LETTER HEAD]

Sir,

I, _____, on behalf of _____ do hereby affirm and declare that the information provided for claiming the relevant experience for the bid and the documents provided is true and correct to the best of my knowledge and belief and nothing material has been concealed therein.

I understand that concealment of facts and giving false information is a punishable offence and the agency _____ can be barred and legal action may be taken as per the relevant provisions of law.

Yours faithfully,

Signature of the Bidder/Lead

APPENDIX XIII
FORMAT OF AFFIDAVIT

(To be executed by Bidder (all Members of the Consortium, in the case of a Consortium) on stamp paper of Rs. 100/- and duly notarized)

I,S/o....., Authorized Signatory
for M/s do hereby solemnly affirm and declare as
under:

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection for the aforesaid Project, and We certify that all information provided in the Bid and in Appendix I to XVIII are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. I/We acknowledge and agree that in case I/We are eligible to seek benefits under Make in India Policy 2017 as well as MSME Policy, then I/We shall seek benefits against only one of the two policies i.e. either Make in India Policy or MSME Policy and shall not apply for benefits under both Make in India Policy and MSME Policy (applicable only in case of Local Bidder).
3. I/We acknowledge and agree that, if applicable, I/We shall meet/ exceed the target of Local Content of 50% (fifty percent) (applicable only in case of Local Bidder).
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason(s) or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, We or any of our Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Document, including any addendum issued by the Authority;

- (b) I/ We do not have any conflict of interest in accordance with Clause 2.2.1 (v) and Clause 2.2.1 (vi), and I/ We shall comply with 2.2.1 (viii), 2.2.1 (ix) 2.2.1 (x) and 2.2.1 (xi) mentioned in the RFP;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State.
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) The undertakings given by us along with the Bid in response to the RFP for the Project are true and correct as on the date of making the Bid and I/ We shall continue to abide by them.
 - (f) I/ We declare that there is no pending, active or previous legal action that prevents me/ us from submitting the Bid and executing the License Agreement or fulfilling the conditions of the Project.
8. I/ We declare that we/ any Member of the Consortium shall not simultaneously submit the Bid as an individual entity and as a Member of Consortium. In case, I/We do not abide by the same, our/my Bid shall be liable for rejection by the Authority.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Concession, without incurring any liability to the Bidders, in accordance with Clause 6.2 of the RFP document.
10. I/ We believe that I/We satisfy the turnover criteria and meet all the requirements as specified in the RFP and am/ are qualified to submit a Bid.
11. I/We declare that we, any Member of the Consortium and any of our/ their Affiliates does not have any Ownership Interest in any of a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier.
12. I/ We certify that in regard to matters other than security and integrity of the country, We or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense

of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. I/We further certify that no investigation by a regulatory authority is pending either against us or against our/ its Affiliates or against our CEO or any of our directors/ managers/ employees.
15. I/We further certify that we or any of our Affiliates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of the Bid.
16. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification as per this RFP, we shall intimate the Authority of the same immediately.
17. I/ We acknowledge and agree that in the event of a change in control of an Affiliate, whose Eligibility Criteria would be taken into consideration for the purposes of short-listing and selection under and in accordance with the RFP, I/We shall inform Authority forthwith along with all relevant particulars and Authority may, in its sole discretion, disqualify us/ our Consortium or withdraw the Letter of Intent to Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without Authority being liable to us in any manner whatsoever.
18. The Statement of Legal Capacity as per format provided in the RFP documents, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided in RFP are also enclosed.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. I/We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

21. In the event of me/us being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
22. I/ We have studied the Bidding Documents carefully and also surveyed the site at the Airport(s). We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
24. The amount quoted by me in the Financial Proposal and in Reverse bidding have been quoted by me/us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Project and implementation of the Project.
25. I/ We agree and undertake to abide by all the terms and conditions of the

RFP. DEPONENT

VERIFICATION

I,....., the above name deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 25 are true and correct to the best of my/our knowledge and belief and nothing is concealed there from.

Verified at thisthe day of 20_____

DEPONENT

Notes:

1. *The mode of execution of the Affidavit 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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/*

power of attorney in favor of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.

- 3. For an Affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Affidavit is being issued. However, the Affidavit provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX XIV
DECLARATION**

(On letterhead of the Bidder/Lead Member)

I __<Name, Designation & Company Name with Address>, do hereby solemnly affirm and state as follows:

1. I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India:

S.No.	Airport Name	Facility / Contract	Dues (disputed & Undisputed)	Details of Security Deposit	Contract Period	
					From	To

(In case of no contracts in AAI controlled Airports, indicate NIL)

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details).
3. I/We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues with AAI".(In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in **clause 2.2.1** of general terms and conditions of tender document.
7. I/We hereby declare and confirm that we shall clear before issue of LOIA all undisputed outstanding dues for intervening period i.e. from January 01, 2021 to the last billing period before finalization of award, if I/we are the selected bidder as per terms and conditions of this RFP.
8. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority or AAI in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against

our/its Affiliates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature:

Name:

Designation:

Address:

Place:

Seal of the Bidder/Lead Member:

APPENDIX XV
COPY OF THE RFP AND THE DRAFT CONCESSION AGREEMENT

APPENDIX XVI

GUIDELINES FOR MAKE IN INDIA BIDDERS AND MSME BIDDERS

Purchase preference policy (linked with Local Content) (PP-LC) Public Procurement (Preference to Make in India), Order 2017 **notified vide letter no.** No. P-45021/2/2017- PP (B.E.-II) dated 15th June 2017 as has been revised on 28th May 2018 and **Office Memorandum P-45021/102/2019-BE-II-Part (1) (E-50310) dated March 04,2021** or any amendment from time to time, of Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi ("**Make in India Policy**") shall be applicable for this RFP.

1. In case a Bidder is eligible to seek benefits under Make in India Policy as well as Public Procurement Policy for MSEs-Order 2012 ("**MSME Policy**"), then the Bidders should categorically seek benefits against only one of the two policies i.e. either Make in India Policy or MSME Policy. If a Bidder seeks free of cost Bidding Documents and/or exemption from submission of Bid Security under the MSME policy, then it shall be considered that the Bidder has sought benefit against the MSME policy and this option once exercised cannot be modified subsequently.
2. Bidders seeking Purchase Preference under Make in India Policy shall be required to meet/ exceed the target of Local Content of 50% (fifty percent).
 - 2.1 Such bidders shall furnish following undertaking on the letterhead along with their Technical Bid. The undertaking shall become a part of this RFP.

"We _____ (name of the Bidder / manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e.

_____ (to be filled as notified at Enclosure I of the Make in India Policy atleast 50%) for claiming Purchase Preference linked with Local Contents under the Government policy against under RFP having reference no.

_____."

- 2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the Bidder, on the letterhead of such Statutory Auditor.

"We _____ the statutory auditor of M/s _____ (name of the Bidder) hereby certify that M/s _____ (name of Bidder / manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the Make in India Policy atleast 50%) quoted vide their Bid dated _____ against AAI's RFP having reference no. _____ by M/s _____ (Name of the Bidder).

Note:

- (a) In case of Bidder(s) for whom Statutory Auditor is not required as per Applicable Law, the required certificates shall be provided by a practicing Chartered Accountant.
- (b) In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer
- (c) In case wherein the scope of the RFP covers testing, installation and commissioning and any other services in respect of the supplied Equipment then such costs shall also be considered in Local Content for which the Bidder shall provide certificate from the Statutory Auditors or the Chartered Accountants as the case may be.

3. Determination of Local Content

3.1 Local Content shall be computed on the basis of the cost of domestic components in goods compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of Equipment, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

3.2 The criteria for determination of the Local Content cost shall be as follows :

- a) In the case of direct component (material), based on country of origin.
- b) In the case of manpower based on INR component and
- c) In the case of working equipment/facility, based on the country or origin.

3.3 The calculation of Local Content of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of Local Content of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

4. Calculation of Local Content and Reporting

Local Content shall be calculated on the basis of verifiable data. In the case of data used in the calculation of Local Content being not verifiable, the value of Local Content of the said component shall be treated as nil. For calculation of local content in goods / services please refer **Make in India** policy.

5. Certification and Verification

Bidder seeking Purchase Preference under the policy, shall be obliged to verify the Local Content of goods as follows:

At bidding stage:

a) Price Break-up

- (i) The Authority may require any information, as it may deem necessary, for the confirmation of Local Content requirements by the Local Bidders.
- (ii) Local Bidder must have Local Content in excess of the specified requirement.

b) Undertaking by the Bidder

- (i) The Bidder shall submit undertaking along with the Technical Bid and such undertaking shall become a part of this RFP.
- (ii) Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the Bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2 of this Appendix.

6. Post Contract Award

- 6.1 The verification of the procurement cases shall be carried out by a Statutory Auditor engaged by the Bidder.
- 6.2 The Local Content certificate shall be submitted to the Authority for issuance of Acceptance Certificate as per the provision of Concession Agreement and as and when required by the Authority.

7. Sanctions

- 7.1 AAI shall impose sanction on Bidder/manufacturers/service providers for not fulfilling Local Content of goods/services in accordance with the value mentioned in certificate of Local Content.
- 7.2 The sanctions may be in the form of written warning, financial penalty and blacklisting, as per the discretion of the AAI.
- 7.3 If the Bidder does not fulfill his obligation after the expiration of the period specified in such warning. AAI shall initiate action for blacklisting such Bidder/ Selected bidder.

APPENDIX XVII

**UNDERTAKING TO BE SUBMITTED ON THE LETTERHEAD OF THE LEAD
BIDDER**

To,
Executive Director
(Operations), Airports
Authority of India
Rajiv Gandhi Bhawan,
Safdarjung Airport, New Delhi -110003

Dear Sir

We have read the Orders issued by Ministry of Finance (Public Procurement 1, Public Procurement 2 and Public Procurement 3; F. No. 6/18/2019-PPD issued on 23rd July 2020 and 24th July 2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that, M/S... and all our consortium members are not from such a country or, if from such a country or, has been registered with the Competent Authority. I hereby certify that M/S....., and all our consortium members fulfills all requirements in this regard and is eligible to be considered.

Regards

Name & Signature of Authorized
Signatory Designation
Name and Seal of the Bidder / Lead
Member Date:
Place:

APPENDIX XVIII

SUBMISSION CHECKLIST

The Bidders are advised to arrange the submissions/documents in the following order. Each page of the Bid is to be serially numbered, signed and stamped by the authorized signatory of the Bidder.

No.	Document Name	To be notarized	To be provided on stamp paper of INR 100/-	Original to be submitted (Yes / No)	Status of Submission
1.	Appendix I: Acceptance Letter	No	No	No	
2.	Annex 1 – Details of Bidder	No	No	No	
3.	Annex 2 – Details of Eligible Project	No	No	No	
4.	Annex 3– Certificate from the statutory auditor / client regarding Eligible Project	No	No	No	
5.	Annex 4 (A), 4 (B) and 4 (C) – Financial Capacity of the Bidder	No	No	No	
6.	Annex 5– Certificate from statutory auditor/ Company Secretary regarding Affiliate	No	No	No	
7.	Annex 6 (A) 6 (B) and 6 (C)	No	No	No	
8.	Annex 7 - Integrity Pact	No	No	No	
9.	Annex 8 - Undertaking on Total Responsibility	No	No	No	
10.	Statement of Legal Capacity as per format at Appendix –II	No	No	No	

No.	Document Name	To be notarized	To be provided on stamp paper of INR 100/-	Original to be submitted (Yes / No)	Status of Submission
11.	Power of Attorney for signing the Bid as per the format at Appendix– III.	Yes	Yes	No	
12.	In case of Consortium, Power of Attorney for the Lead Member of the Consortium as per the format at Appendix IV along with Joint Bidding Agreement as per the format at Appendix V.	Yes	Yes	No	
13.	List of near relatives employed in Airports Authority of India, in the format at Appendix VI	No	No	No	
14.	Document of Incorporation as Appendix VII	Yes	No	No	
15.	Charter Documents - certified true copies of its constitutional documents as Appendix VIII	Yes	No	No	
16.	Financial Bid in the format at Appendix IX (B) in MS excel –(online on CPPP)	No	No	No	
17.	Bank Guarantee for Bid Security as per format at Appendix X (to be signed by the bank of the Bidder)	No	Yes	Yes	
18.	Duly audited balance sheet and profit and loss account for the	No	No	No	

No.	Document Name	To be notarized	To be provided on stamp paper of INR 100/-	Original to be submitted (Yes / No)	Status of Submission
	preceding 3 (three) financial years as Appendix XI.				
19.	Letter of Undertaking as Appendix XII	No	No	No	
20.	Affidavit as per the format at Appendix XIII	Yes	Yes	No	
21.	Declaration as per the format at Appendix XIV	No	No	No	
22.	Copy of the RFP and the draft Concession Agreement shall be digitally signed by the Authorised Signatory as per Appendix XV;	No	No	No	
23.	Letter of Undertaking as Appendix XVII	No	No	No	
24.	Checklist of Submissions as per format at Appendix XVIII	No	No	No	

Date/Place:

Signature:

Name:

Designation

:

Seal of the Bidder

APPENDIX XIX

SOP for BG Verification through SFMS of ICICI Bank

AAI has made arrangement for verification of Bank Guarantees received by AAI from Vendors/ Customers/Concessionaires through Structured Financial Messaging System (SFMS) of ICICI bank. The system will operate on pan India basis. For making the verification system operational at AAI Regions/ Metro Airports and SAUs under respective regions the following procedure is to be implemented:-

1. The following bank details need to be incorporated in the tender document so that the prospective successful bidder may submit BG(PBG/BG-SD/FBG) in accordance with the bank details.

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC0000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	Specific code for each unit as per Annexure-10 to be mentioned in field 7037 of the BG advising message code.

2. While submitting the documents to BG issuing bank, the vendors/customer/concessionaire will also submit letter to the issuing bank as per the format mentioned in the **Annexure-10**.
3. Based on the above inputs from the vendors/customer/concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e ICICI Bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units (Refer **Annexure-11**).
4. While accepting the Original BG document from the vendor/customer/concessionaire, the respective department should ensure that the vendor attaches copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

Enclosure: Annexure-10 & 11

ANNEXURE-10

Advisory: For Applicant and its BG Issuing Bank Branch

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format **IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment)** via SFMS (Structure Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV / IFN 767COV or **committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.**

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/ amendment request to their respective banks:

BG advising message – IFN 760COV / IFN 767COV via SFMS

IFSC CODE: ICIC0000007

Corporate Name- Airports Authority of India

Field Number

7037

Particulars (to be mentioned in Row 1)

<unique identifier> (LIST ATTACHED)

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV / IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

S. No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	Corporate Headquarters	precheckbgv@aai.aero	AAICORHQ
2	RHQ-NR	bgv.rhqnr@aai.aero	AAIRHQNR
3	JAMMU	bgv.jammu@aai.aero	AAIJAMMU
4	SRINAGAR	bgv.srinagar@aai.aero	AAISRINAGAR
5	AMRITSAR	bgv.amritsar@aai.aero	AAIAMRITSAR
6	CHANDIGARH	bgv.chandighar@aai.aero	AAICHANDIGHAR
7	JAIPUR	bgv.jaipur@aai.aero	AAIJAIPUR
8	JODHPUR	bgv.jodhpur@aai.aero	AAIJODHPUR
9	UDAIPUR	bgv.udaipur@aai.aero	AAIUDAIPUR
10	KHAJURAHO	bgv.khajurao@aai.aero	AAIKHAJURAO
11	CATC ALLAHABAD	bgv.catc@aai.aero	AAICATC
12	SAFDARJUNG AIRPORT	bgv.safdarjung@aai.aero	AAISAFDARJUNG
13	VARANASI	bgv.varanasi@aai.aero	AAIVARANASI

14	DEHRADUN	bgv.dehradun@aai.aero	AAIDEHRADUN
15	RHQ- WR	bgv.rhqwr@aai.aero	AAIRHQWR
16	INDORE	bgv.indore@aai.aero	AAIINDORE
17	BHOPAL	bgv.bhopal@aai.aero	AAIBHOPAL
18	RAJKOT	bgv.rajkot@aai.aero	AAIRAJKOT
19	VADODARA	bgv.vadodra@aai.aero	AAIVADODRA
20	SURAT	bgv.surat@aai.aero	AAISURAT
21	AURANGABAD	bgv.aurangabad@aai.aero	AAIAURANGABAD
22	JUHU	bgv.juhu@aai.aero	AAIJUHU
23	NAGPUR	bgv.nagpur@aai.aero	AAINAGPUR
24	PUNE	bgv.pune@aai.aero	AAIPUNE
25	GOA	bgv.goa@aai.aero	AAIGOA
26	AHMEDABAD	bgv.ahmedabad@aai.aero	AAIAHMEDABAD
27	RHQ-ER	bgv.rhqer@aai.aero	AAIRHQER
28	GAYA	bgv.gaya@aai.aero	AAIGAYA
29	PATNA	bgv.patna@aai.aero	AAIPATNA
30	RANCHI	bgv.ranchi@aai.aero	AAIRANCHI
31	BHUBANESWAR	bgv.bhubneshwar@aai.aero	AAIBHUBNESHWAR
32	RAIPUR	bgv.raipur@aai.aero	AAIRAIPUR
33	PORTBLAIR	bgv.portblair@aai.aero	AAIPORTBLAIR
34	BAGDOGRA	bgv.bagdogra@aai.aero	AAIBAGDOGRA
35	PAKYONG- SIKKIM	bgv.pakyong@aai.aero	AAIPAKYONG
36	RHQ-SR	bgv.rhqsr@aai.aero	AAIRHQ-SR
37	CALICUT	bgv.calicut@aai.aero	AAICALICUT
38	TRIVANDRUM	bgv.trivandrum@aai.aero	AAITRIVANDRUM
39	COCHIN-CIAL	bgv.cochin@aai.aero	AAICOCHIN
40	COIMBATORE	bgv.coimbatore@aai.aero	AAICOIMBATORE
41	MADURAI	bgv.madurai@aai.aero	AAIMADURAI
42	TIRUCHIRAPALLI	bgv.tiruchirapalli@aai.aero	AAITIRUCHIRAPALLI
43	HYDERABAD	bgv.hyderabad@aai.aero	AAIHYDERABAD
44	TIRUPATI	bgv.tripati@AAI.AERO	AAITRIPATI
45	VIJAYAWADA	bgv.vijayavada@aai.aero	AAIVIJAYAVADA
46	VISAKHAPATNAM	bgv.visakhapatnam@aai.aero	AAIVISAKHAPATNAM
47	BANGALORE	bgv.bangalore@aai.aero	AAIBANGALORE
48	MANGALURU	bgv.mangaluru@aai.aero	AAIMANGALURU
49	RHQ-NER	bgv.rhqner@aai.aero	AAIRHQNER
50	AGARTALA	bgv.agartala@aai.aero	AAIAGARTALA
51	DIMAPUR	bgv.dimapur@aai.aero	AAIDIMAPUR

52	DIBRUGARH	bgv.dibrugarh@aai.aero	AAIDIBRUGHAR
53	SILCHAR	bgv.silchar@aai.aero	AAISILCHAR
54	IMPHAL	bgv.imphal@aai.aero	AAIIMPHAL
55	GUWAHATI	bgv.guwahati@aai.aero	AAIGUWAHATI
56	KOLKATA AIRPORT	bgv.kolkata@aai.aero	AAIKOLKATA
57	CHENNAI AIRPORT	bgv.chennai@aai.aero	AAICHENNAI
58	CHENNAI PROJECT	bgv.chennaiproj@aai.aero	AAICHENNAI PROJECT
59	RAU-SAP	bgv.rausap@aai.aero	AAIRAUSAP

ANNEXURE-11

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

Date: _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank- IFSC – ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

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Rajiv Gandhi Bhawan, New Delhi – 110 003

**REQUEST FOR PROPOSAL
(RFP)**

Volume II: [Draft] Concession

Agreement For

**“SELECTION OF SERVICE PROVIDER FOR PROVISION OF
PASSENGER PROCESSING SYSTEM (CUPPS, CUSS AND BRS)
AT AAI MANAGED AIRPORTS”**

Ebid No-

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

[DRAFT] CONCESSION AGREEMENT

Between

**AIRPORTS AUTHORITY OF INDIA
AND**

[●]

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AGREEMENT

This CONCESSION Agreement (hereinafter referred to as "**Concession Agreement/Agreement**") is made at _____, India on this _____ day of _____, 20 ... ("**Effective Date**") by and between:

THE AIRPORTS AUTHORITY OF INDIA, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, New Delhi, hereinafter called the "**Authority**" or "**AAI**" which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) of the FIRST PART.

AND

[●] / [●], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at [●] (hereinafter referred to as "**Service Provider**" or "**SP**" which term shall unless excluded by or is repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of the OTHER PART.

AAI and Service Provider hereinafter referred as each a "**Party**" and together the "**Parties**".

WHEREAS

- A. The Authority is engaged in the development, operations and maintenance of Airports in India under the Airports Authority of India Act, 1994. As a part of this endeavour, the Authority envisages to build a future ready ecosystem to enhance passenger experience, agile IT infrastructure and improve passenger processing comparable to international standards at AAI managed Airports (as defined hereinafter) on the terms and conditions as set out in this Agreement.
- B. In furtherance thereto, the Authority had invited Bids, through an open international competitive bidding process, in accordance with the terms and conditions as set out in its Request for Proposal No. _____ dated _____ (hereinafter referred to as "**Request for Proposal**" or **RFP**"), which term shall include all corrigendum, addendums, modifications and clarifications issued by AAI with reference to the RFP for the selection of an entity which shall be responsible for undertaking, *inter alia*, the provision of passenger processing systems (CUPPS, CUSS and BRS) on revenue sharing basis at AAI managed Airports.
- C. Pursuant to the aforesaid process, along with other bidders, [●] had submitted its Bid dated (hereinafter referred to as the '**Bid**', which term shall include all clarifications and additional documents submitted by the SP with reference to the Bid) and after evaluation of the Bids received, the Authority has accepted the Bid of the [●] ("**Selected Bidder/Consortium**") and had issued it a Letter of Award bearing

No _____ dated _____ (hereinafter called the "**LOA**"), prescribing, *inter alia*, the execution of this Agreement within the time period prescribed in the RFP [through a Special Purpose Vehicle]¹.

- D. [The Selected Bidder has since promoted and incorporated such a special purpose vehicle ("**Special Purpose Vehicle**" or "**SPV**") as the SP under the Companies Act, 2013 in accordance with the terms of the RFP (as applicable), and has requested the Authority to accept the SP as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement for undertaking the provision of passenger processing systems (CUPPS, CUSS and BRS) on Revenue Share basis at AAI managed Airports².]
- E. NOW THEREFORE, in consideration of the foregoing and respective covenants and agreements set forth in this Agreement, the receipt, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

¹ To be retained in case of a Consortium

² To be retained in case of a Consortium

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words, expressions and abbreviations shall have meaning hereinafter respectively assigned to them:

"AAI" or **"Authority"** means the Airports Authority of India, established under the Airports Authority of India Act, 1994;

"AAI Designate" or **"Authorised Representative"** means the AAI authorised entity or person designated/authorised to provide signing off on the Acceptance Certificate as per the provisions set forth in Article 7 of this Agreement;

"AAI Equipment" shall mean the passenger processing equipment owned by AAI which shall be purchased by the SP in accordance with the terms and conditions set out in the Asset Purchase Agreement under Schedule VII of this Agreement;

"Acceptance" shall mean the acceptance of any hardware, software, solution, or any other deliverable subsequent to its successful commissioning and testing, when all the acceptance criteria as set out in the Schedule IV (B) (Acceptance Criteria) have been successfully executed and completed by the SP and AAI has indicated its acceptance by signing the Acceptance Certificate;

"Acceptance Certificate" shall mean the document issued by AAI or AAI Designate certifying its Acceptance of the Equipment, Software, or any other deliverable pursuant to the successful completion of the Acceptance Test as per the Schedule IV (B) (Acceptance Criteria) as set out in this Agreement. For the avoidance of doubt, Acceptance Certificate for each Airport shall be separately issued;

"Acceptance Criteria" shall have the meaning as set forth in Schedule IV (B) of this Agreement;

"Acceptance Tests" shall mean testing procedures, to the extent not already specified, to be agreed between the SP and the AAI, including without limitation, detailed test cases and expected results. The Acceptance Tests may be varied with the consent of the Authority only, if required;

"Accounting Year" means the financial year commencing from the 1st (first) day of April of a calendar year and ending on 31st (thirty first) day of March of the next calendar year, provided that, for the purposes of the 1st (first) Accounting Year, such period shall commence from the date of the COD and end on the immediate following 31st (thirty first) of March and for the last Accounting Year of the Concession Period, such period shall commence from 1st (first) day of April and shall end on the last day of the Concession Period;

"Additional Performance Security" shall have the meaning as set forth in Clause 10.1.4 of this Agreement;

"AERA" shall mean the Airports Economic Regulatory Authority of India, established under the AERA Act, and shall include any other amendment or regulatory authority, replacing or superseding the functions and authorities of AERA, in accordance with the Applicable Laws;

"AERA Act" means the Airports Economic Regulatory Authority of India Act, 2008, as amended, modified and superseded from time to time;

"Affected Party" shall have the meaning as set out in Clause 21.1 of this Agreement;

"Affiliate" shall mean, in relation to the Selected Bidder/SP (as the case may be), a person who Controls, is Controlled by, or is under the common Control with such Selected Bidder/SP (as the case may be);

"Agreement" or **"Concession Agreement"** shall mean this Agreement, its Schedules and any amendments made in accordance with the provisions contained in this Agreement;

"Airport" shall mean each of the airport as set out in Schedule II in this Agreement and as added by the Authority from time to time during the Concession Period;

"Applicable Laws" shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under authority of any Governmental Authority or statutory authority including any notification issued by the Reserve Bank of India or of any Governmental Authorities, as may be in force or effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Project or in respect of the Agreement as may be required to execute, give effect to, and perform the Agreement and the approvals and consents required from Authority or any other Governmental Authority pursuant to this Agreement, including any third party approvals as may be required by SP;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications or any re-enactment thereof, as in force from time to time;

"Asset Purchase Agreement" shall mean the contractual agreement as set out in Schedule VII of this Agreement, which shall be executed by the SP for purchasing the AAI Equipment in accordance with this Agreement;

"Authority Event of Default" shall have the meaning as set out in Clause 22.4.1 of this Agreement;

"Balancing Payment" shall have the meaning as set out in Clause 14.6.1 of this Agreement;

"Bank" means a Nationalized /Scheduled commercial Banks as per Reserve Bank of India guidelines. No Bank Guarantee shall be acceptable from Cooperative Banks (even scheduled)/Societies/Payment Banks/Gramin Bank or by means of FDR.

"BCAS" means the Bureau of Civil Aviation Security or any substitute or assign thereof;

"Bid" means the documents in their entirety comprised in the bid submitted by the Selected Bidder in response to the RFP in accordance with the provisions thereof and **"Bids"** shall mean the bids submitted by any and all qualified bidders;

"Bid Security" means the security provided by the SP to the Authority along with the Bid, in accordance with the RFP, and which is to remain in force until the SP has furnished the Performance Securities as per the terms of this Agreement;

"BRS" means the Baggage Reconciliation System;

"BRS Package" shall mean supply, installation, testing, commissioning, maintenance and providing end to end support of Baggage Reconciliation System (BRS) including all services, software, hardware, warranty, Equipment, networks, LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of the BRS system in accordance with Schedule I of RFP and Schedule IV A (Technical Specifications and Standards) of this Agreement;

"Change in Law" shall have the meaning as set out in Clause 26.1.1 of this Agreement;

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding:

- (a) of the Lead Member of the Consortium or single bidder in the total equity in the SP to decline below 51 % (fifty one percent) until the expiry of Concession Period; or
- (b) of each of the member(s) of the Consortium other than the Lead member of the Consortium whose experience has been evaluated for Technical Capacity and/ or Financial Capacity in the total equity to decline below 26% (twenty six percent), until the expiry of the Concession Period;

"Change of Scope" shall have the meaning as set forth in Clause 20.1.1 of this Agreement;

"Change of Scope Notice" shall have the meaning as set forth in Clause 20.2.1 of this Agreement;

"Change of Scope Order" shall have the meaning as set forth in Clause 20.2.3 of this Agreement;

"Closing Date" shall have the meaning as ascribed to it under the Asset Purchase Agreement;

"Consortium" shall mean [insert names of the Consortium members];

"CISF" shall mean Central Industrial Security Force;

"Companies Act" shall mean the (Indian) Companies Act, 2013, any amendments or re-enactments thereto or any other legislation governing the incorporation and existence of companies in India;

"Concession Period" or **"Term"** shall have the meaning set out in Clause 2.2.1 of this Agreement;

"Confidential Information" shall mean and include any and all technical, financial, operational, business or other information or data, manuals, drawings, books, records, agreements entered into by with third parties, photographs and documents, whether in hard copy or electronic form, that is disclosed orally, in writing, in machine readable form, electronically, by visual presentation, by delivery of items, by permitting access to such information or sites or otherwise, by one Party to the other;

"Control" shall mean with respect to a company, corporation or limited liability partnership the ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, or with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such person;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice; and
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement or under the Applicable Laws.

"CUPPS" shall mean common use passenger processing system;

"CUPPS Package" shall mean supply, installation, testing, commissioning, maintenance, providing end to end support of Common Use Passenger Processing System (CUPPS), including all services, software, hardware, warranty, Equipment, networks, LAN, switches,

DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of the CUPPS system in accordance with Schedule I of RFP and Schedule IV A (Technical Specifications and Standards) as set out in this Agreement;

“**CUSS**” shall mean common use self - service kiosk;

“**CUSS Package**” shall mean supply, installation, testing, commissioning, maintenance and providing end to end support of Common Use Self Service System (CUSS) including all services, software, hardware, warranty, Equipment, networks, LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of the CUSS system in accordance with Schedule I of RFP and Schedule IV A (Technical Specifications and Standards) as set out in this Agreement;

“**Damages**” shall mean damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per diem* basis or otherwise, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and as not by way of penalty;

“**Defects**” shall have the meaning as set out in Clause 18.1.1 of this Agreement;

“**Designated GOI Agency**” means a department or other entity under the control of GOI and assigned statutory functions, such as customs control, immigration control, quarantine, air traffic control, Airport security, health, etc., at the Airport;

“**Dispute**” shall have the meaning as set out in Clause 25.2 of this Agreement;

“**Disputed Invoice and Statement**” shall have the meaning as set out in Clause 14.6.4 of this Agreement;

“**Downtime**” shall have the meaning as set out in Schedule V (Service Level Agreements) of this Agreement;

“Dispute Resolution Mechanism” shall have the meaning as set out in Clause 21.9 of this Agreement;

“**Effective Date**” shall have the meaning as set out in the Preamble of this Agreement;

“**Encumbrances**” means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Airport, where applicable herein;

“**Equipment**” shall have the meaning set out in Clause 4.2.1 of this Agreement;

“**Event of Default**” shall have the meaning as set out in Clause 22.1 of this Agreement;

“Exit Management Plan/Schedule” shall have the meaning as set out in Clause 23.8.2 and Schedule VI of this Agreement;

“Final Service Fee” shall have meaning as defined in Clause 3.8.10 of RFP;

“Financial Bid” shall have the meaning as set out in the RFP;

“Force Majeure” or **“Force Majeure Event”** shall have the meaning as set out in Clause 21.1 of this Agreement;

“GoI” shall mean the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GoI;

“Governmental Authority” shall mean any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/ entity having or purporting to have jurisdiction on the Parties to the Agreement, including the GoI or any other regulatory authority appointed by the GoI having jurisdiction in relation to the subject matter of the Agreement under Applicable Law, the BCAS, CISF and shall where appropriate include Authority;

“Good Industry Practice” means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under the Agreement, Applicable Laws and Applicable Permits which would be expected from a skilled and experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of the of works of the type, nature and scope similar to those mentioned in this Agreement;

“Government Instrumentality” means any department, division or sub-division of the Government of India and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including *panchayat* under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Airport or the performance of all or any of the services or obligations of the SP under or pursuant to this Agreement;

“IATA” means the International Air Transport Association;

“ICAO” shall mean International Civil Aviation Organisation;

“INR” or **“Rs.”** shall mean Indian Rupee being the lawful currency of Republic of India;

“Indemnified Party” shall have the meaning as set out in Clause 24.3.1 of this Agreement;

"Indemnifying Party" shall have the meaning as set out in Clause 24.3.1 of this Agreement;

"Indemnified Persons" shall have the meaning as set out in Clause 24.1.1 of this Agreement;

"Insurance Cover" shall have the meaning as set out in Clause 17.1.2 of this Agreement;

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"IP Impairment" shall have the meaning as set out in Clause 16.4.3 of this Agreement;

"Letter of Award" or **"LOA"** means the LOIA read with the security clearance which shall be obtained in accordance with the terms and conditions set out in the RFP and Concession Agreement.;

"Letter of Intent to Award" or **"LOIA"** shall mean the written letter of offer as issued by Authority to the Selected Bidder intimating the acceptance of Selected Bidder's Bid for the award of the right to execute the Concession Agreement, subject to the fulfilment of conditions of award and such other conditions as set out under the Letter of Intent to Award;

"Local Content" means the amount of value added in India in the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent;

"Location" shall have the meaning as set out in Clause 6.1.1 of this Agreement;

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"Minimum Term" shall have the meaning as set out in Clause 23.2.2 of this Agreement;

"Monthly Statement" shall have the meaning as set out in Clause 14.5.1 of this Agreement;

"Passenger Processing Fee" shall have the meaning as set out in Clause 14.1 of this Agreement ;

"Performance Securities" means an irrevocable and unconditional guarantee from a Bank as set out in Article 10 of this Agreement. For the avoidance of doubt, separate Performance Security shall be submitted for each Airport;

"Phase I Airports" shall mean Airports as listed under Phase I Airports in Schedule II;

"Phase I COD or COD" shall have the meaning as set out in Clause 7.1.1 of this Agreement;

"Post Termination Obligations" shall have the meaning as set out in Clause 23.8.6 of this Agreement;

"Project" shall mean the provision of passenger processing systems namely CUPPS, CUSS and BRS at the Airports for the entire Concession Period;

"Ready for Acceptance" shall have the meaning as set out in Clause 7.4.1 of this Agreement;

"Regulatory Framework" means the framework adopted by the regulator as per the Applicable Laws, including the AERA Act and Airports Economic Regulatory Authority (Terms and Conditions for Determination of Tariff for Airport Operators) Guidelines, 2011 and any amendments thereto;

"Relocation Period" shall have the meaning as set out in Clause 7.8.1 of this Agreement;

"Replacement SP" shall have the meaning as set out in Schedule VI (Exit Management Plan) of this Agreement;

"Revenue Share" means the fee payable to the Authority per departing passenger as set out in Clause 14.2 of this Agreement ;

"RFP" or **"RfP"** shall have the meaning as set out in Recital B of this Agreement;

"Selected Bidder" shall mean the Bidder selected by AAI, pursuant to the RFP process and to whom the Letter of Award for the Project has been issued;

"Services" shall mean

- (a) supplying, installation, testing, commissioning, maintenance and end to end support services for the provision of passenger processing systems viz Common Use Passenger Processing System (CUPPS), Common Use Self Service (CUSS) kiosk and Baggage Reconciliation System (BRS) etc. at AAI managed Airports including all services, Software, hardware, warranty, Equipment, networks, LAN, switches, DCS connectivity and accessories that are necessary for successful commissioning, ongoing operations and maintenance of CUPPS, CUSS and BRS system; and
- (b) levy, collection and appropriation of Passenger Processing Fee in accordance with the terms of Concession Agreement.

"Service Provider" or **"SP"** shall have the meaning as attributable thereto in the array of Parties hereinabove as set forth in the Recitals;

"Software" shall mean the software designed, developed / customized, tested and deployed by the SP for the purposes of the Project and the improvements and enhancements effected during the Term of the Project, including the commercial off the shelf products used for the Project, proprietary software components and tools deployed by the SP; but does not include the third party software products;;

"Special Purpose Vehicle" or **"SPV"** shall have the meaning as set out in Recital D of this Agreement;

"SLA" means the Service Level Agreements as set out in Article 11 and Schedule V of this Agreement;

"Taxes" means any Indian taxes including excise duties, customs duties, GST, value added tax, service tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Airport charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. Taxes shall not include taxes on corporate income;

"Technical Specifications and Standards" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as set out in Schedule IV A (Technical Specifications and Standards) in the Agreement as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the SP to meet the design criteria;

"Termination" means the expiry or termination of this Agreement hereunder;

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"Total Performance Security" means the Performance Security and the Additional Performance Security collectively;

"Users" shall mean the domestic and international airline operators (both scheduled/non-scheduled) which utilize the Services of the Service Provider at the Airports.

1.2 INTERPRETATION

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

- (i) Words denoting the singular number shall include the plural and *vice versa*;
- (ii) Heading and bold typeface are only for convenience and shall not affect the construction of this Agreement;
- (iii) References to the word "include" or "including" or "such as" shall be construed without limitation;
- (iv) References to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented;
- (v) A reference to a clause or a statute is, unless indicated to the contrary, a reference to a clause or schedule of this Agreement;
- (vi) Words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
- (vii) References to dates and times shall be construed to be references to Indian dates and times;
- (viii) The Letter of Award shall form an integral part of this Agreement and shall be read along with this Agreement;
- (ix) In addition to terms defined in Article 1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires;
- (x) Any consent or approval required from the Authority under this Agreement shall mean the prior written consent of the Authority;
- (xi) The rule of construction, if any, that a contract should be interpreted against the Parties responsible for drafting and preparations thereof, shall not apply;
- (xii) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (xiii) Any documentary proof/evidence shall be considered to be submitted only if it is in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form, as required, for the purpose of complying with the provisions

of this Agreement.

- (xiv) The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement; and
- (xv) Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar.

1.3. PRIORITY OF AGREEMENTS AND ERRORS/DISCRIPANCIES

1.3.1 This Agreement and its Schedules are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in the Agreement, the priority of this Agreement and its Schedules, in the event of any conflict between them, shall be in the following order:

- (i) This Agreement along with its Schedules attached hereto;
- (ii) Letter of Award or Letter of Intent to Award (as the case may be);
- (iii) Request for Proposal.

1.3.2 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (i) Between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles.
- (ii) Between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail.
- (iii) Between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: SCOPE OF THE PROJECT

2.1 THE SCOPE OF THE PROJECT

2.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby grants and authorizes SP to

- (i) supply, install, test, commission, maintain, provide end-to-end support Services for the provision of passenger processing systems namely CUPPS, CUSS, and BRS at AAI managed Airports as set out in Schedule II and the SP hereby accepts the scope of the Project as set out in Schedule I of this Agreement and agrees and undertakes to implement the Project subject to and in accordance with the terms and conditions set forth herein;
- (ii) to levy, collection and appropriation of Passenger Processing Fee from the User;

2.1.2 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Service Provider is also required to pay the monthly Revenue Share with the Authority in accordance with the terms of this Concession Agreement.

2.2 CONCESSION PERIOD

2.2.1 The term of the Project shall be for a period of 7 (seven) years from the Phase I COD ("**Concession Period**"), unless terminated earlier in accordance with the provisions of this Agreement.

ARTICLE 3: CONDITIONS PRECEDENT

3.1 CONDITIONS PRECEDENT

3.1.1 The Parties agree and undertake to fulfil the following conditions precedent as set out in Clauses 3.1.1 and 3.1.2 (“**Condition Precedent**”) within 90 (ninety) days from the date of execution of this Agreement. Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clause 3.1.2 or Clause 3.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 3.1.1.

3.1.2 The SP may, upon providing the Performance Securities to the Authority in accordance with Article 10, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 3.1.2 within the period prescribed in such notice and such period shall not be less than 90 (ninety) days, and the Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

(i) provided Access to Project Locations of Phase I Airports in accordance with the provisions of Article 6 of this Agreement;

(ii) indicated to the SP Locations for installation of Equipment for Phase I Airports;

(iii) [intentionally left blank]

3.1.3 Except as may have been specifically otherwise provided in this Agreement, the Conditions Precedent required to be satisfied by the SP within a period of 90 (ninety) days from the date of this Agreement shall be deemed to have been fulfilled, when the SP shall, subject to the satisfaction of the Authority, have:

(i) [Intentionally left blank];

(ii) procured all the Applicable Permits as may be required for the commencement of the Project unconditionally for each of the Airports under Phase I, or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full, and such Applicable Permits are in full force and effect;

(iii) provided the Authority certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the SP;

(iv) [intentionally left blank].;

(v) maintained shareholding of the SP in accordance with the requirements of the RFP and this Agreement;

(vi) delivered to the Authority a legal opinion from the legal counsel of the SP with respect to the authority of the SP to enter into this Agreement and the enforceability of the provisions hereof;

Provided that upon request in writing by the SP, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 3.1.3 for the purposes of the achievement of the COD. The Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

- 3.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- 3.1.5 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

3.2 DAMAGES FOR DELAY BY THE SP

In the event that (a) the SP does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 3.1.3 within the period specified in that Clause, and (b) the delay has not occurred as a result of failure to fulfil the obligations by the Authority under Clause 3.1.2 or any other breach of this Agreement by the Authority or due to Force Majeure, the SP shall pay to the Authority, Damages in an amount calculated at the rate of 0.5% (zero point five percent) of the Performance Securities for each week of delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to 5% (five percent) of the Performance Securities, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 23.4, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 3.1.2, having a direct impact on the fulfilment of any the Conditions Precedent to be fulfilled by the SP under Clause 3.1.3, no Damages shall be due or payable by the SP under this Clause 3.2 until

the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause 3.1.2. The payment of Damages pursuant to this Clause 3.2 is independent of the SP's obligations under any other provision of this Agreement.

3.3 DEEMED TERMINATION UPON DELAY

- 3.3.1 Without prejudice to the provisions of Clause 3.2, the Parties expressly agree that in the event the Conditions Precedent are not fulfilled, for any reason whatsoever, before the expiry of 120 (one hundred and twenty) days from the date of execution of this Agreement or any extended period, as per the terms of this Agreement or may be otherwise agreed between the Parties, all rights, privileges, claims and entitlements of the SP under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with

the concurrence of the SP, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in fulfilment of the Conditions Precedent is for reasons attributable to the SP, then, notwithstanding the provisions of Clause 3.2 above, the Performance Securities of the SP shall be encashed and appropriated by the Authority as Damages thereof.

- 3.3.2 Upon such Termination, the SP and/or the Selected Bidder shall discharge all liabilities, if any created, in any form whatsoever, within 7 (seven) days of such Termination.

ARTICLE 4: OBLIGATIONS OF SP

4.1 GENERAL OBLIGATIONS

- 4.1.1 Subject to and on the terms and conditions of this Agreement, the SP shall at its cost and expense comply with and perform all its obligations in accordance with the provisions of the Applicable Permits, Applicable Laws, this Agreement and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 4.1.2 The SP shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 4.1.3 The SP shall engage only such subcontractors who satisfy the eligibility requirement in terms of Applicable Laws including the guidelines issued vide Order No. F/No.6/18/2019- PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23.07.2020 and as amended from time to time.
- 4.1.4 The SP shall, at all times during the subsistence of this Agreement, comply with all the conditions stipulated in the Applicable Permits, necessary for performance of its obligations under this Agreement.
- 4.1.5 Subject to Clause 4.1.1, 4.1.2 and 4.1.3, the SP shall discharge its obligations in accordance with Good Industry Practices and as a reasonable and prudent person.
- 4.1.6 The SP shall, from time to time, undertake augmentation of the Equipment in accordance with the provisions of this Agreement and Good Industry Practice.
- 4.1.7 The SP shall, purchase the AAI Equipment in accordance with the terms and conditions set out in Asset Purchase Agreement provided under Schedule VII of this Agreement. Further, the SP agrees and undertakes not to deploy these AAI Equipment at any of the AAI Airports for the provision of Services under this Agreement.
- 4.1.8 Save and except as expressly provided in this Agreement, the SP shall, at all times during the subsistence of this Agreement, pay all Taxes and all other statutory charges, dues, assessments or outgoings payable in respect of the Services, and other services, or in respect of the materials stored therein, which may be levied by any Government Instrumentality.
- 4.1.9 The SP shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- (a) make, or cause to be made necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining

all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

- (b) procure, as required the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Service;
- (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its sub-contractors in connection with the performance of its obligations under this Agreement;
- (d) ensure and procure that its subcontractors comply with all Applicable Permits and Applicable Laws including all applicable labour laws such as the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 etc. in the performance by them of any of SP's obligations under this Agreement as applicable;
- (e) ensure that the Users have non-discriminatory access for use of the Services in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits;
- (f) ensure that Users are treated with due courtesy and consideration and provided with ready access to services and information;
- (g) undertake not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement or Applicable Laws;
- (h) support cooperate with and facilitate the Authority in the implementation and operation of the Service in accordance with the provisions of this Agreement.
- (i) use the Airport for the sole purpose of providing the Services and shall at all times ensure that the Services are designed and developed in accordance with Good Industry Practices, Standards and Specifications and operated to international standards in line with the image of the Airport as envisaged by the Authority and any reasonable and legal instructions issued by the Authority in this regard.
- (j) handover the Location(s) to the Authority upon Termination of this Agreement, in accordance with the provisions hereof or as and when required / instructed by the Authority.

4.1.10 The SP shall, only upon written instructions by the Authority, withdraw Services (fully or partially) to any specific User as instructed by the Authority.

4.1.11 The SP shall levy and collect Passenger Processing Fee from the Users at a rate as instructed by AAI / Designated Authority from time to time and pay Revenue Share to the Authority on timely basis without any default in accordance with this Agreement.

4.2 PROVISION OF SERVICES

4.2.1 The SP agrees and undertakes to supply, install, test, commission, maintain, provide end to end support Services for the equipment as set out in Schedule II hereto (the "**Equipment**") and in accordance with Project Scope (Schedule I) and Technical Specifications and Standards (Schedule IV A) of the Agreement.

Further, the SP:

- (i) Agrees and undertakes that the Equipment shall be capable and compatible with advanced version / standard(s) required to meet the immediate / future requirements as specified in Technical Specifications and Standards as set out in Schedule IV A and as recommended by IATA from time to time.
- (ii) Agrees and undertakes that the maintenance of the Equipment including repairs to structures, repairs and refurbishment, and overhaul of Equipment shall be done at its own costs and expense.
- (iii) Agrees and undertakes that it shall ensure quick replacement of the defective Equipment.
- (iv) Agrees and undertakes that it shall conduct routine maintenance of such Equipment.
- (v) Agrees and undertakes that it shall deploy Commercial Off-The-Shelf (COTS) solution for CUPPS and CUSS.
- (vi) Agrees and undertakes to maintain the Equipment free of any obstructions and that there shall be no obstruction which may hamper the safety or functioning of these Equipment.
- (vii) Agrees and undertakes that it shall take all measures relating to fire precautions in accordance with relevant ICAO standards, Applicable Laws, Applicable Permits and Good Industry Practices in respect of such Equipment.
- (viii) Agrees and undertakes that it shall take all reasonable and proper care of the Equipment used for the Project in terms of ensuring their usability for the delivery of the implementation of the Project.
- (ix) Agrees and undertakes that it shall ensure that any instructions or manuals supplied by the manufacturer of the Equipment for use of the Equipment will be followed by the SP and any person who will be responsible for the use of such Equipment including instruction under any applicable local, national and/or international regulations. The instructions and manuals have to be provided in English language.

- (x) Agrees and undertakes that it shall ensure to take such steps as may be properly recommended by the manufacturer of the Equipment and notified to the Authority or as may, in the reasonable opinion of the Authority, be necessary to use the Equipment in a safe manner.
 - (xi) Agrees and undertakes that it shall procure permission from Authority or its nominated agencies and any persons duly authorized by them to enter any premises on which the Equipment are for the time being sited so as to inspect the same, subject to any reasonable third party requirements.
 - (xii) Agrees and undertakes that it shall not knowingly or negligently use or permit any of the Equipment to be used in contravention of any statutory provisions or regulation or in any way contrary to the Applicable Law.
 - (xiii) Agrees and undertakes that it shall ensure that proper environmental conditions as recommended by the relevant manufacturer of the Equipment are maintained for the Equipment and that the exterior surfaces are kept in reasonable condition.
 - (xiv) Agrees and undertakes that it shall ensure that no modifications are made to the Equipment, and the Equipment is not disconnected, removed, altered or interfered with unless approved by the Authority.
 - (xv) Agrees and undertakes that it shall ensure that the Equipment are not physically connected to any accessory, exhibit or additional equipment other than that which has been supplied by or approved by manufacturer of such Equipment, unless approved by the Authority; and
 - (xvi) Agrees and undertakes to furnish to the Authority no later than 15 (fifteen) days after the close of each quarter from the issuance of the LOIA by the Authority , a quarterly report on physical progress of the supply, installation, testing, commissioning, maintenance and software upgradation works executed along with the next quarter's plan as well as other relevant information as may be required by the Authority.
- 4.2.2 The SP shall be solely responsible for the transportation of the Equipment to the respective Airport including any costs, expenses and risks relating to insurance, customs clearances, etc.
- 4.2.3 The SP agrees and undertakes to provide additional Equipment and Services, at Airports as per the provisions of the Agreement.
- 4.2.4 The SP agrees and undertakes to provide Services to the Users as per Good Industry Practices. For the avoidance of doubt, the SP acknowledges and agrees that it can enter into such agreements with the Users for providing Services to the Users and on request from the Authority, SP shall submit the copies of such agreements to the Authority.

4.3 OBLIGATIONS RELATING TO CHANGE IN OWNERSHIP

4.3.1 The SP shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority. The SP agrees and undertakes that any Change in Ownership shall be in compliance with Applicable Laws including but not limited to the guidelines issued vide Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 and rules for foreign direct investment in India.

4.3.2 Notwithstanding anything to the contrary contained in this Agreement, the SP agrees and acknowledges that:

- i. all acquisitions of equity by an acquirer, either by itself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or Control of any equity, in aggregate of 15% (fifteen percent) or more of the total equity of the SP; or
- ii. acquisition of any Control directly or indirectly of the Board of Directors of the SP by any person either by itself or together with any person or persons acting in concert with it;

shall constitute a Change in Ownership requiring prior approval of the Authority from public interest perspective and Designated GOI Agency from national security perspective only. The decision of the Authority and the Designated GOI Agency in this behalf, shall be final, conclusive and binding on the SP, and the SP undertakes that it shall not give effect to any such acquisition of equity or Control of the Board of Directors of the SP without such prior approval of the Authority. Approval of the Designated GOI Agency and the Authority hereunder shall be limited to national security and public interest perspective respectively only, and the Authority shall endeavour to convey its decision thereon expeditiously. The Authority shall not be liable in any manner on account of grant, delay or otherwise of such approval and that such approval, delay, denial or otherwise thereof shall not in any manner absolve, the SP from any liability or obligation under this Agreement.

For the purposes of this Clause 4.3.2:

- (i) the expression "acquirer", "control" and "person acting in concert" has the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of equity, or the control of the Board of Directors, as the case may be, of the SP;
- (ii) the indirect transfer or control of legal or beneficial ownership of equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or

companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the SP; and

(iii) power to appoint, whether by contract or by virtue of Control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the equity of the SP, not less than half of the directors on the Board of Directors of the SP or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 15% (fifteen percent) or more of the equity of the SP shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the SP.

4.4 EMPLOYMENT OF FOREIGN NATIONALS

4.4.1 The SP acknowledges, agrees and undertakes that employment of foreign personnel by SP and/ or its contractors and their sub-contractors shall be subject to guidelines issued by Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 (including any amendments, clarifications etc.) and grant of requisite regulatory permits and approvals including employment/ residential visas and work permits, if any required, and Airports entry permits and the obligation to apply for and obtain the same shall and will always be of SP and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by SP or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse SP from the performance and discharge of its obligations and liabilities under this Agreement.

4.5 EMPLOYMENT OF TRAINED PERSONNEL

4.5.1 The SP shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

4.5.2 The SP shall ensure that the personnel engaged by it is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The SP shall ensure that the Services are performed through the efforts of its personnel, in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this Agreement relieves the SP from its liabilities or obligations under this Agreement to perform the Services in accordance with the Authority's direction and requirements and as stated in this Agreement and the performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of the SP or its employees, staff and personnel.

4.6 OBLIGATIONS RELATING TO SECURITY CLEARANCE

4.6.1 Notwithstanding anything to the contrary contained in this Agreement, the engagement of

employees, staff and personnel of the SP and of its contractors and subcontractors shall always be subject to security clearance by the Designated GOI Agency as may be required under Applicable Laws, and only persons having a valid security clearance shall be permitted on the site. It is agreed that refusal of or inability to obtain any such permits and approvals by the SPV or any of its contractors or sub-contractors shall not constitute a Force Majeure Event, and shall not in any manner excuse the SP from the performance and discharge of its obligations and liabilities under this Agreement.

4.7 OBLIGATIONS RELATING TO NON-DISCRIMINATORY SERVICES

Subject to the Applicable Permits, the SP shall provide the Services on a common user basis and provide non-discriminatory access to all Users in accordance with the provisions of this Agreement and shall refrain from adopting any unfair or discriminatory practice against any User or potential user thereof.

4.8 PROHIBITIONS

- 4.8.1 The SP shall not damage or break any part of any of the Airport's premises such as the walls, beams, columns, ceiling and floor or suffer or permit the same to be done except for carrying out needful repairs as approved by the Authority and not to interfere or permit any interference to be made with the electrical wirings or fittings at the Airports.
- 4.8.2 The SP shall not place any furniture or objects/partitions that may obstruct access to electrical distribution boards, ventilation ducts and rooms and fire hydrants/ fire extinguishers.
- 4.8.3 The SP shall not install or suffer to be installed in the Airport any electrical lamp equipment or appliance which is likely to overload the electrical wiring or cabling of the Airport or to cause radio interference.
- 4.8.4 The SP shall not erect or put up any flag staff, wireless poles, TV antenna or other structures or installations except with the previous permission in writing, of the Authority and only in accordance with the conditions and in such manner as the Authority may direct.
- 4.8.5 The SP shall not engage itself, its employees or agents or through any other person in any form of touting or disparagement of the goods/services of other such providers/contractors of the Authority.
- 4.8.6 The SP shall not do or permit or suffer to be done at the Airports anything which may be or become a nuisance, annoyance, inconvenience or disturbance to the Authority or to any of the Authority's SP or concessionaires or occupiers of any adjoining or neighbouring premises or visitors to the Airports.

- 4.8.7 The SP shall not leave any waste materials or other refuse in or near the Airport at all times and which waste materials or other refuse shall be removed with extreme care and shall be disposed off in accordance with the Authority's directions immediately at such places as may be designated by the Authority and not any other places within the Airports.
- 4.8.8 The SP shall at all times comply with all BCAS guidelines as may be applicable to its operations at the Airports. The SP acknowledges that in case any of the Location falls under the security hold area of the Airport then it shall comply with the BCAS guidelines that classify certain items such as weapons, explosives, steel or metallic knife etc. as prohibited items which no person is allowed to carry to the security hold area. The Parties agree that SP would require to carry tool kits, occasionally to address urgent repairs and to ensure seamless performance of the Services under this Agreement subject to the compliance of applicable procedures at the Airports.
- 4.8.9 The SP shall not store at any time explosives, petroleum, spirit or other highly inflammable substance and noxious or objectionable smokes, fumes, gases, vapours or odours at the Airports.
- 4.8.10 The SP shall not enter into a collective association with any concessionaire or licensee of the Authority, for any purpose whatsoever, and the Authority shall not be bound to recognize such association.
- 4.8.11 The SP shall not undertake construction of structural nature in the Airport without prior written approval of the Authority. If approved by the Authority, any such construction shall be in complete compliance with the Authority's instructions. Any structural damage to the Airport caused by SP, regardless of any approval by the Authority, shall be promptly repaired by SP, to the satisfaction of the Authority. In the event, SP fails to do so, the Authority shall repair such damage and the cost thereof shall be borne by SP and shall be paid by SP to the Authority.
- 4.8.12 The SP shall ensure that the Services shall:
- (a) Conform to the Applicable Laws and Regulatory Framework and should not offend the morality, decency and religious susceptibilities of public;
 - (b) Not deride any race, caste, colour, creed or nationality;
 - (c) Not incite crime, disorder, violence, breach of law or glorify violence or obscenity in any manner;
 - (d) Not directed toward any religious or political end; and
 - (e) Comply with the standards and provisions of applicable IATA /or other governing rules, regulations and procedure.

ARTICLE 5: AUTHORITY'S OBLIGATIONS

5.1 OBLIGATIONS OF THE AUTHORITY

5.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Authority agrees to provide support to SP and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

- (a) Upon written request from the SP, and subject to SP complying with Applicable Laws, provide all reasonable support and assistance to SP in procuring Applicable Permits required from any Government Instrumentality in cases, where the intervention of the Authority is proper and necessary, for implementation and operation of the Service;
- (b) To act as the nodal point for implementation of the Agreement and for issuance of necessary instructions, approvals, commissioning, Acceptance Certificate as per the terms and conditions of this Agreement;
- (c) Upon written request, from SP, assist SP in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity;
- (d) Not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- (e) Support, cooperate and facilitate SP in the implementation and operation of the Service in accordance with the provisions of this Agreement;
- (f) Upon written request from the SP and subject to the provisions of Clause 4.6, provide reasonable assistance to the SP and any expatriate personnel of the SP or its Contractors to obtain applicable visas and work permits for discharging their respective obligations under this Agreement and the Project Agreements;
- (g) For installation of the Equipment, the Authority agrees that it shall provide requisite space, air conditioning, sufficient power, power/ LAN conduits, power cabling and CUPPS counters;

5.2 The SP agrees and acknowledges that, subject to and in accordance with the provisions of this Agreement, Airports with annual passenger traffic less than 1 (one) million such Airports, shall be managed by Regional Executive Director and Airports with annual passenger traffic more than 1 (one) million shall be managed by respective Airport Director. For avoidance of doubt, once the passenger traffic at respective Airports registers passenger traffic of more than 1 (one) million and subsequently, if due to some reason passenger traffic again goes below 1 (one) million annually, still such Airport shall be managed by respective Airport Director.

ARTICLE 6: HANDING OVER OF PROJECT LOCATIONS

6.1 ACCESS TO PROJECT LOCATION

- 6.1.1 The Authority hereby grants the SP a non-exclusive right to provide Services within the respective Airports (each a "**Location**") from Phase I COD for the entire duration of the Concession Period, in order to undertake and discharge its rights and obligations pursuant to this Agreement.
- 6.1.2 The SP agrees and undertakes to plan and thereafter implement the Project in such a way so that the transition of Services from the incumbent licensee to SP shall be seamless and should not affect the Services at the Airports.
- 6.1.3 Upon the submission of Performance Securities in accordance with Article 10, the Authority shall provide the SP access to the Airport Locations. For the avoidance of doubt, upon issuance of LOIA and subject to necessary security clearances, the Authority shall provide the SP and/or its designated persons, entry to the Airport Locations for the limited purpose of observing the mobilisation and operationalisation of the Equipment and carry out diligence in relation to the passenger processing system at such Airport. During such entry, the Authority shall instruct its staff to cooperate with the SP and its designated persons and assist them in acquiring the knowledge necessary for planning and implementation of Services at the Airport.
- 6.1.4 The SP agrees that the Locations shall only be used for provision of Services and for no other purposes, and use of the Locations for any other purpose shall require prior written approval of the Authority, and approval shall be at the sole discretion of the Authority and which may be subject to payment of fees as may be prescribed by the Authority.
- 6.1.5 It is clarified that neither this Agreement nor the access rights in relation to the Locations shall create any tenancy rights or any other right, title or interest of any kind or nature whatsoever in favour of the SP other than the permissive right of use, hereby granted in respect of this Agreement.
- 6.1.6 The Authority shall be in possession and in full charge and control of the Locations at all times and the Authority shall at all times have free and unobstructed access to the Locations at each of the Airport.
- 6.1.7 The SP agrees and acknowledges that prior to the execution of this Agreement, it has made a complete and careful examination and an independent evaluation of the Locations and has determined the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by it at the Locations as well as in the course of the performance of its obligations under this Agreement and has found the same to its entire satisfaction. The SP further acknowledges that except as may be particularly set out hereunder, the SP does not rely on any representations made by the Authority, at any time whatsoever, and that SP has made its own independent evaluations for entering into this

Agreement. The SP further acknowledges and agrees that the Authority has neither guaranteed nor guarantees, in any manner express or implied, the scope of the business at the Location and the SP shall not have any right (and hereby waives any such rights) to bring any claim against, or recover any compensation or other amount from the Authority and the Authority has made no representation as to the suitability of the Airport or profitability of the same.

6.2 ADDITION OF AIRPORTS AND SERVICES

6.2.1 The Authority has provided a list of Airports and list of number of Equipment for Project implementation in Schedule II of the Agreement. The Service Provider agrees to augment the Equipment and Services in these Airports and additional Airports as per Clause 7.3 of this Agreement.

6.3 LOCATION TO BE FREE FROM ENCUMBRANCES AND ENCROACHMENT

6.3.1 The Location at an Airport shall be made available by the Authority to SP pursuant hereto, free from all Encumbrances and occupations and without SP being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the use of such Location for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing access to Locations, easements, privileges, liberties and appurtenances to the Locations shall not be deemed to be Encumbrances.

6.3.2 During the Concession Period, the SP shall not place or create nor permit any other person or entity claiming through or under the SP to place or create any Encumbrance or security interest over all or any part of the Location.

6.4 ACCESS TO THE AUTHORITY AND INDEPENDENT AUDITOR

6.4.1 The access granted by this Concession Agreement to the SP shall always be subject to existing rights of access of the Authority and SP shall perform its obligations in a manner that Locations at the Airport are open for access and inspection at all times during the Concession Period.

6.4.2 The access to the Location granted to SP hereunder shall always be subject to the right of access of the Authority/AAI Designate and the independent auditor and their employees and agents for inspection, viewing and exercise of their right and performance of their obligation under this Agreement.

ARTICLE 7: ENTRY INTO COMMERCIAL SERVICE

7.1 PHASE I COD / COD

- 7.1.1 The Service Provider agrees to implement the Equipment and Services at the Phase I Airports within 240 (two hundred and forty) days from the issuance of LOIA. The commercial operation date of Phase I Airports ("**Phase I COD**" or "**Project COD**" or "**COD**") of this Agreement shall be the date on which the SP has received the Acceptance Certificate for the Phase I Airports or within 240 (two hundred and forty) days from the issuance of LOIA, whichever is earlier.
- 7.1.2 The year wise minimum Equipment to be deployed by the SP at respective Airports under Phase I Airports during the Concession Period has been provided in Schedule II (A) and (D) of the Concession Agreement. In case, the passenger traffic in any of the Concession year at Phase I Airports is more than the estimated passenger traffic under Schedule II (B), the SP shall deploy additional Equipment as per Clause 7.3 of the Agreement. The SP shall submit a Phase I Airports transition and implementation plan to the Authority. The Authority shall review the plan and upon satisfaction shall accord approval. In the event of delay in achievement of COD within 240 (two hundred and forty) days, the SP shall pay Damages as set out in Clause 13.2 of this Agreement provided further that such Damages shall be payable every week in advance; provided further that no Damages shall be payable for the period where such delay in Phase I COD has occurred as a result of any default or delay by the Authority in fulfilling its Conditions Precedent as set out in Clause 3.1.2 or due to any Force Majeure Event. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages payable under Clause 3.2.

7.2 PROVIDING SERVICES IN ADDITIONAL AIRPORTS

- 7.2.1 In case of any requirement of deployment of Equipment and Services at Airports other than Phase I Airports during the Concession Period based on the requirement, passenger threshold and its readiness as set out in clause 7.2.2, the Service Provider hereby agrees and undertakes that on receipt of instructions from Authority it shall provide Equipment and Services at such additional Airports too. The Service Provider shall submit an implementation plan to the Authority for deployment of Equipment within 30 (thirty) days of receipt of such instruction from the Authority which the Authority shall review the plan and upon satisfaction shall accord approval.
- 7.2.2 In the event any AAI managed Airport achieves passenger base of 16000 (sixteen thousand) departing passengers per month on an average of 6(six) month's actual data, the Service Provider hereby agrees and undertakes that on receipt of written instructions from Authority it shall provide Equipment and Services at additional Airports in the following manner:
- (i) The initial Equipment deployment at any additional Airport based on clause 7.2.1 above shall be as follows: -

- (a) 4 nos. CUPPS, 2 nos. CUSS, 2 nos. Boarding gate (Workstation & associated accessories), 2 nos. Hand Held Terminals (HHT)
- (b) 1 no. BRS Workstation and 1 ULD Printer

Further, Service Provider agrees to deploy the aforesaid initial Equipment and receive Acceptance Certificate within 150 (One hundred and fifty) days from receipt of approval from the Authority as per Clause 7.2.1. For Augmentation of Equipment with increase in Passenger traffic following mechanism shall be adopted:

- a) For the augmentation of Equipment and Services at additional Airports as mentioned in Clause 7.2.1, during the Concession Period, with every 15% annual cumulative increase in departing passenger traffic at additional airports (in preceding year/years), 10% (ten per cent) additional Equipment shall be provided over and above already installed Equipment for each such increase in departing passenger traffic. For clarity, assessment of increase in passengers and augmentation of Equipment will be done for all additional Airports together at cumulative basis and not each airport wise separately.

For example – If in year 2, increase in traffic is 10% with respect to year 1 and in year 3, increase in traffic is 6% with respect to year 2 then cumulative increase would be 16.6 % with respect to year 1 that is higher than 15% and accordingly SP needs to install 10% (ten per cent) additional Equipment in year 3 over and above already installed Equipment. For further growth in traffic, base year for departing passenger traffic would be the year in which additional Equipment are installed. In this case base year shall be year 3 as additional Equipment were installed in this year, hence any increase in departing passenger traffic shall be calculated from year 3.

For illustration if additional Airports are added in Year 2:

S. No.	Equipment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
A	Initial Equipment							
1	CUPPS + BG		60					
2	CUSS		20					
3	Total (CUSS, CUPPS, BG)		80					
4	HHT		20					
5	BRS Workstation		10					
6	ULD Printer		10					
7	Total Departing Passenger		1920000	2238720	2304000	2688000	2880000	3072000
8	Cumulative growth in Departing Passenger			16.6%	20.0%	40.0%	50.0%	60.0%

S. No.	Equipment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
B	Additional Equipment							
9	CUPPS + BG (75% of S.No. 3)		0	0	6	0	No additional equipment in last 2 years	
10	CUSS (25% of S.No. 3)		0	0	2	0		
11	Total (CUSS, CUPPS, BG)		0	0	8	0		
12	HHT		0	0	2	0		
13	BRS Workstation		0	0	1	0		
14	ULD Printer		0	0	1	0		
	*Note: Additional Equipment deployment for respective years shall be estimated based on passenger traffic of previous year. For example: Additional Equipment deployment for Year 3 shall be estimated based on passenger traffic increase in Year 2							
C	Total Equipment (A+B)							
15	CUPPS + BG		60	60	66	66	66	66
16	CUSS		20	20	22	22	22	22
17	Total (CUSS, CUPPS, BG)		80	80	88	88	88	88
18	HHT		20	20	22	22	22	22
19	BRS Workstation		10	10	11	11	11	11
20	ULD Printer		10	10	11	11	11	11

The additional Equipment deployment shall be rounded-off to the nearest integer number. The above illustration shows Equipment addition in 2nd year. Similarly, additional Airports may be included in subsequent years depending upon the passenger traffic growth for which a similarly calculation shall be undertaken.

However, the Authority may in its sole discretion, instruct the SP to deploy lesser number of Equipment at the Airports. Authority may also instruct the SP to deploy the additional Equipment at any Airport as per the requirement. Cut-off date for the purpose of calculating annual growth in passenger traffic shall be 31st March of respective years.

- b) Further, additional CUPPS including Boarding Gate, and CUSS shall be deployed in following ratio (75% CUPPS including Boarding Gate and 25% CUSS)

7.2.3 The SP hereby agrees and undertakes that it shall procure the Acceptance Certificate within time period set out in the written notice by the Authority under Clause 7.2.2 above and in the event there is delay, it shall be entitled to a further period not exceeding 30 (thirty) days subject to payment of Damages to the Authority pursuant to Clause 13.3.1; provided that the Damages specified herein shall be payable every week in advance and an additional period of 30 (thirty) days shall be granted only below to the extent of Damages so paid; provided further that no Damages shall be payable if such delay has occurred as a result of any default or delay by the Authority or due to any Force Majeure

Event. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages payable under Clause 3.2.

7.3 AUGMENTATION OF SERVICES

7.3.1 The Service Provider acknowledges and agrees that there will be requirement to provide additional Equipment at the Airports where Equipment and Services are already being provided by the Service Provider as per Clause 7.1 above, during the Concession Period. The year-wise Equipment requirement and Passenger estimation for Phase I Airports has been provided in Schedule II of the Agreement. For the purpose of augmenting the Equipment and Services at the Airports, over and above provided in Schedule II, following mechanism shall be adopted:

- a) With every 15% (fifteen per cent) increase in actual passenger traffic on year on year basis during the Concession Period compared to the passenger traffic estimation provided for same year in Schedule II of the Concession Agreement, 10% (ten per cent) additional Equipment shall be provided over and above already estimated for that year in Schedule II of the Concession Agreement. For clarity, assessment of increase in passengers and augmentation of Equipment will be done for all Airports together at cumulative basis and not each airport wise separately. With respect to Passenger traffic numbers provided as per Schedule II, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it herein or under the Applicable Laws and the Service Provider confirms on its behalf, that it shall have no claim whatsoever against the Authority in this regard. Cut-off date for the purpose of calculating annual growth in passenger traffic shall be 31st March of respective years.
- b) Further, additional CUPPS including Boarding Gate, and CUSS shall be deployed in following ratio (75% CUPPS including Boarding Gate and 25% CUSS)

However, the Authority may in its sole discretion, instruct the SP to deploy lesser number of Equipment at the Airports. Authority may also instruct the SP to deploy the additional Equipment as calculated above not at the same Airport but at any other Airport as per the requirements.

Further, as per the Schedule II, no additional Equipment shall be deployed by the Service Provider in last 2 years of the Concession Period.

For illustration purpose only, for deployment of Equipment at respective years: <as decided by Authority>

S. No.	Equipment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
A	Initial Equipment deployment year on year as per Schedule II (D)							
1	CUPPS Package							
2	CUSS Package							
3	Boarding Gate Package							
4	Total (CUPPS, CUSS and BG)							
5	BRS Package							
i)	HHT							
ii)	Workstation							
iii)	ULD Printer							
B	Total Equipment year wise as per Schedule II*							
1	CUPPS Package							
2	CUSS Package							
3	Boarding Gate Package							
4	Total (CUPPS, CUSS and BG)							
5	BRS Package							
i)	HHT							
ii)	Workstation							
iii)	ULD Printer							
	*Note: The above shows the year wise minimum Equipment to be deployed by the SP as provided in Schedule II (A) and (D) of the Concession Agreement. Illustration on additional Equipment to be deployed with the increase in passenger traffic is shown below.							
C	Departing Passenger (In million)							
1	Total Estimated Departing Passenger							
2	Total Actual Departing							

S. No.	Equipment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	Passenger							
3	Actual growth in Departing Passenger (C.2) compared to estimated Departing Passenger (C.1)							
D	*Additional Equipment over and above estimated in S.No. A as per clause 7.3							
1	Impact on additional Equipment							
2	Total (CUPPS, CUSS and BG) as per S.No. B.4 (above)							
3	Increase in (CUPPS, CUSS and BG)							
4	CUPPS + BG (75% of D.3)							
5	CUSS (25% of D.3)							
6	BRS Package							
i)	HHT							
ii)	Workstation							
iii)	ULD Printer							
	<p>*Note: Additional Equipment deployment as per clause 7.3 for respective years shall be estimated based on passenger traffic of previous year. For example: Additional Equipment deployment for Year 3 shall be estimated based on passenger traffic increase in Year 2.</p> <p>Further, deployment of number of CUPPS and BG as estimated in S.No. D.4 will at the discretion of the Authority</p>							

The additional Equipment deployment shall be rounded-off to the nearest integer number.

c) In the event, any of the Airport is novated as per Clause 27.11, the passenger traffic pertaining to the respective Airport/Airports being novated shall be deducted from the base traffic mentioned in Schedule II for that and subsequent years. Accordingly,

passenger traffic numbers shall be revised by the Authority for the Augmentation of the Equipment at the Airports.

- 7.3.2 The SP agrees and undertakes to provide the Equipment and the Services thereof within the time period set out in the written notice but no later than 150 (One hundred and fifty) days from the issuance of such written request from the Authority. For the avoidance of doubt, the provision of Services for such additional Equipment shall commence only upon the issuance of the Acceptance Certificate which shall be procured by the SP as per time period set out in the written notice by the Authority.
- 7.3.3 The SP hereby agrees and undertakes that it shall procure the Acceptance Certificate within time period set out in the written notice by the Authority under Clause 7.3.2 above and in the event of delay, it shall be entitled to a further period not exceeding 30 (thirty) days subject to payment of Damages to the Authority pursuant to Clause 13.3.1; provided that the Damages specified herein shall be payable every week in advance and an additional period of 30 (thirty) days shall be granted only below to the extent of Damages so paid; provided further that no Damages shall be payable if such delay has occurred as a result of any default or delay by the Authority or due to any Force Majeure Event. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages payable under Clause 3.2.

7.4 ACCEPTANCE PROCEDURE

- 7.4.1 The successful implementation of the Project requires the acceptance of Equipment and Services thereof by the Authority pursuant to the Schedule I (Project Scope) and Schedule IV A (Technical Specifications and Standards). Upon implementation of Equipment and Services, the SP will notify the Authority in writing that the Equipment and Services have been tested and/or certified as being ready for acceptance ("**Ready for Acceptance**") by the Authority. Promptly after receiving such notice, the Authority will evaluate the Equipment and Services for acceptance in accordance with Schedule I (Project Scope) and Schedule IV A (Technical Specifications and Standards).
- 7.4.2 For the purpose of issuance of Acceptance Certificate, the Authority shall evaluate that the Equipment and Services thereof conform to the requirements of Schedule IV B (Acceptance Criteria). However, for the avoidance of doubt, the SP shall comply with all the specifications as set out in Schedule IV A (Technical Specifications and Standards).
- 7.4.3 The Acceptance by the Authority requires that the Equipment be confirmed in writing by the Authority/AAI Designate to meet applicable Acceptance Criteria as set out in Schedule IV B (Acceptance Criteria), which will include the successful implementation of agreed acceptance and performance testing, meeting the specifications, performance standards and functional requirements of the Equipment and Services thereof. The SP shall prepare and propose the test procedures, to demonstrate that each Equipment confirms to the Technical Specifications and Standards and shall be subject to agreement by the Authority/AAI Designate. The SP shall either provide a documentary evidence/proof to confirm the compliance with Schedule IV B (Acceptance Criteria) or,

at the request of the AAI/AAI Designate, present a demonstration before the officials of the AAI confirming that such Schedule IV B (Acceptance Criteria) have been complied with. Further, AAI/AAI Designate may also request the SP to provide a documentary evidence/proof to confirm the compliance with Schedule IV A (Technical Specifications and Standards) if required.

- 7.4.4 The Authority agrees to notify the SP in writing within 15 (fifteen) days from the receipt of such confirmation in writing from the SP regarding the Equipment, either stating that such Equipment is accepted / rejected in the form delivered by the SP or describing with reasonable particularity any deficiencies that must be corrected prior to acceptance of such Equipment. The SP shall rectify the described Defects/deficiencies as quickly as possible and, in any event, within 15 (fifteen) days or within such reasonable time period specified by the Authority in its notice of rejection/deficiencies. Upon receipt of a correction of such defect from the SP the Authority/AAI Designate will have a period of at least 15 (fifteen) days to review the corrected Equipment.
- 7.4.5 In the event if the Authority fails to give any comments/inputs/observations etc. to the SP within 15 (fifteen) days of such notice by the SP as set out in Clause 7.4.4 of this Agreement, the SP shall send a written and email reminder to Authority of its failure to respond on its review of the acceptance/rejection or rectification of the deficiencies, as the case may be. In case, the Authority does not respond within 15 (fifteen) days of such reminder, the Equipment shall be deemed to have been accepted as on the date of such written and email reminder.
- 7.4.6 In case the Equipment are "deemed accepted", as per the defined timeline, the Authority still holds the power to review the Equipment and if there are any observation/inputs from the Authority as per the specifications set out in the Schedule IV(A) and Schedule IV (B) of this Agreement, the SP has to incorporate the inputs/comments and submit the final Equipment after incorporating Authority's inputs. Such inputs/observations from Authority will not come under Change of Scope.
- 7.4.7 In the event the SP is unable to correct all Defects/deficiencies under Clause 7.4.6, preventing Acceptance of an Equipment for which it is responsible, within 15 (fifteen) days or within such reasonable time period specified by the Authority in its notice of rejection/deficiencies, the SP shall pay Damages as set out in Clause 13.4 of this Agreement provided further that such Damages shall be payable every week in advance; provided further that no Damages shall be payable for the period where such delay in rectifying the Defects / deficiencies has occurred as a result of any default or delay by the Authority or due to any Force Majeure Event or the notice period for rectification of such Defect / deficiencies has been extended further for a reasonable period by the Authority.

7.5 SOFTWARE

- 7.5.1 The SP would be responsible for arranging any licenses associated with Products, Fixes and Equipment required for the Project.

For the purpose of this Agreement,

“Product” means any web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which is published by product owner or its affiliates, or a third party;

“Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

7.6 OBLIGATIONS RELATING TO COMMENCEMENT AND PERFORMANCE

- 7.6.1 The SP shall proceed to provide Equipment upon fulfilment of the Conditions Precedent by the Authority and shall achieve the COD as per the Clause 7.1.1. The SP shall be responsible for and shall ensure that all Services are performed in accordance with the specifications and that the SP complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 7.6.2 Any Services to be performed under this Agreement shall conform to the standards as set out in Schedule IV A (Technical Specifications and Standards), and, wherever no applicable standard is mentioned, to the authoritative standards, such standards being the Good Industry Practices. The Equipment shall be made available by the SP in accordance with the Agreement and the terms specified by the Authority. In case, if it is found that the Equipment provided by the SP do not meet 1 (one) or more criteria, the SP shall remain liable to provide / deliver a replacement for the same, which meets all the required specifications, at no additional cost to the Authority.
- 7.6.3 The SP shall perform the activities/ Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with Good Industry Practice and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, material and methods. The SP shall always act, in respect of any matter relating to this Agreement, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with any third party.
- 7.6.4 The SP agrees and acknowledges that in the event, the SP fails to perform the obligations as set out in this Agreement for the completion of the Project, for the reasons attributable to the SP and there is a delay in completing the Project as per the provisions of this Agreement, the Authority shall levy Damages in accordance with the terms of this Agreement as set out in Article 13.
- 7.6.5 The space for communication room, if any, required for successful functioning of the

Services shall be provided by the Authority subject to the availability of such space at respective Airports and SP paying the Authority applicable space rental rates as set out in Schedule III (AAI Airports space rent). The SP shall make the payment for the space rental rates on regular basis as per the terms of the Agreement.

7.7 TERMINATION DUE TO DELAY

7.7.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 21.6.1, in the event that COD does not occur, for any reason whatsoever, within the period set forth in Clause 7.1.2, all rights, privileges, claims and entitlements of the SP under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the SP, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

7.8 RELOCATION OF EQUIPMENT AND SERVICES THEREOF

7.8.1 The SP agrees and acknowledges that the Authority may require SP to relocate its Equipment to alternate location and / or suspend the Services at the Location(s) at any time during the Concession Period in case of any security issues, statutory or operational requirements, revamp of the Airport or part thereof, any operational difficulties, or emergency by giving a 30 (thirty) days' notice in writing to SP ("**Relocation Period**").

7.8.2 The SP shall exit the existing Location and cease to use the same until further notice from the Authority, and shall relocate its Equipment, furniture and fixtures, etc., to the alternate Location within the Relocation Period or such further time as may be agreed to in writing by the Authority.

In such an event:

(a) The SP shall transfer the Equipment on "as is basis". Transportation costs including adequate insurance coverage costs for such transportation associated with transfer of Equipment shall be mutually agreed with the Authority and such costs shall be reimbursed to the SP by the Authority post completion of transfer of Equipment and on submission of adequate documentary proof with the Authority. For the avoidance of doubt, the SP shall not be entitled to claim any compensation whatsoever for any relocation, in case the transfer of Equipment is within the same terminal or same Airport premises.

(b) The Authority shall provide conduits and power cabling till workstations at the alternate Location and the costs associated with the same shall be borne by the Authority.

(c) The Authority shall reimburse the cost (at actuals) incurred by SP if LAN cables are required to be installed by the SP, provided the SP submits the GST paid invoice for such LAN cables and allied accessories. The costs incurred by the SP in relation to the LAN cables and allied accessories shall be reimbursed after verification of invoice

by the Authority and accordingly justified charges shall be paid to the SP. For the avoidance of any doubt, labour costs for installation of such LAN cables and other allied accessories shall be solely borne by the SP.

(d) All other terms and conditions set out in this Agreement shall apply in totality to such alternate Location(s) as if it were a Location as defined hereunder.

7.9 WITHDRAWAL OF EQUIPMENT FROM AIRPORTS POST ACCEPTANCE

7.9.1 The SP agrees and acknowledges that upon a request from the Authority due to reduction of passenger traffic at any Airport or for any reason whatsoever, the SP shall withdraw the Equipment and Services from any Airport(s) fully or partially as per the Equipment requirement at the Airport(s), without citing any reason thereof by the Authority.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 REPRESENTATIONS AND WARRANTIES OF SP

8.1.1 The SP represents and warrants to the Authority that:

- (a) it is duly recognised and validly existing and in good standing under the laws in which it is incorporated;
- (b) it has full power and authority to execute; deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Services;
- (e) it has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement and to perform Services sought by the Authority under this Agreement;
- (f) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (g) it shall meet/ exceed the target of Local Content of 50% (fifty percent) at all the times during the Concession Period, if it has availed benefits either under Public Procurement (Preference to Make in India), Order 2017 notified *vide* letter No. P- 4502/2/2017-B.E.-II dated 15th June 2017 of Government of India and subsequent amendments, or Public Procurement Policy for MSEs-Order 2012 and subsequent amendments (as applicable);
- (h) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (i) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of SP's memorandum and articles of association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound by or affected;
- (j) there are no actions, suits, proceedings or investigations pending or to SP's knowledge threatened against it at law or in equity before any court or before any other judicial, *quasi-judicial* or other authority, the outcome of which may constitute SP Event of Default

or which individually or in the aggregate may result in Material Adverse Effect;

- (k) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in Material Adverse Effect and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (l) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (m) no representation or warranty by SP contained herein or in any other document furnished by it to Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (n) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of SP to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority or its nominated agencies in connection therewith;
- (o) all undertakings and obligations of the SP arising from the RFP or otherwise shall be binding on the SP as if they form part of this Agreement;
- (p) it shall ensure that all assets/ components including but not limited to Equipment, Software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the Concession Period are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
- (q) it shall use such assets of the Authority as the Authority may permit for the sole purpose of execution of its obligations under the terms of the RFP, or this Agreement. It shall, however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the Concession Period thereof;
- (r) Without prejudice to any express provision contained in this Agreement, the SP acknowledges that prior to the execution of this Agreement, SP has after a complete and careful examination made an independent evaluation of the Airports,

requirements, and commercial viability of the Service, and the information provided to it by the Authority and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by SP in the course of performance of its obligations hereunder.

8.2 REPRESENTATIONS AND WARRANTIES OF AUTHORITY

8.2.1 The Authority represents and warrants to SP that:

- (a) it is duly incorporated, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby; and
- (c) it has taken all necessary actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.

8.3 OBLIGATIONS TO NOTIFY CHANGE

8.3.1 In the event that any of the representations or warranties made/ given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 9: DISCLAIMER

9.1 DISCLAIMER

- 9.1.1 The SP acknowledges that prior to the execution of this Agreement, the SP has, after a complete and careful examination, made an independent evaluation of the scope of the Project and the Services, Airport, local conditions, and all information provided by the Authority and has determined to its satisfaction the accuracy or otherwise thereof. Save as provided in Clause 8.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/ or completeness of the information provided by it and SP confirms that it shall have no claim whatsoever against the Authority in this regard.
- 9.1.2 The SP acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 9.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to SP or any person claiming through or under any of them.
- 9.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 9.1.1 above shall not vitiate this Agreement or render it voidable.
- 9.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 9.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error, provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 9.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 9.1.1 and shall not in any manner shift to the Authority any risks assumed by the SP pursuant to this Agreement.
- 9.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the SP and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 10: PERFORMANCE SECURITY/ADDITIONAL PERFORMANCE SECURITIES

10.1 PERFORMANCE SECURITIES

- 10.1.1 The SP shall, for the performance of its obligations hereunder in relation to the Project, provide to the Authority within 45 (forty five) days from the issuance of LOIA, the Performance Securities for each of the Airports separately at respective airports. Until such time the Performance Securities are provided for each Airport by the SP pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Securities pursuant hereto, the Authority shall release the Bid Security to the SP.
- 10.1.2 In the event Performance Securities are not provided by the SP within a period of 45 (forty five) days from the issuance of LOIA, the Authority may encash the Bid Security as Damages, and may be debarred for further participation in AAI's tender(s)/ e tender(s) for a period of three (3) years, and thereupon all rights, privileges, claims and entitlements of the SP under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the SP, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. However, on request of the SP, the Authority in its sole discretion with justified reason for extension, may provide one-time extension of another 45 days to the SP to submit the Performance Security.
- 10.1.3 The amount based on which a Performance Security is provided for each Airport shall be revised annually in the month of April of each year during the Concession Period, and such amount shall be equivalent to estimated 8 (eight) months Revenue Share value to the Authority for the preceding year.

For calculating Performance security of first year of Concession Period for Phase I Airports, Passenger traffic for FYshall be considered. In case of additional Airport as per Clause 7.2, Performance Security for first year shall be calculated based on Passenger traffic for the year in which the Airport achieves passenger base of 16000 (sixteen thousand) departing passengers per month on an average of 6(six) months. In case of additional Airports, SP needs to provide Performance Securities within the period as intimated by the Authority, if the SP fails to provide one or more Performance Security (as the case may be) for additional airports as per this Article 10, the same shall be considered as SP's Event of Default and the Authority shall be entitled to forfeit and appropriate the Performance Securities/Additional Performance Securities as damages and terminate this Agreement in accordance with Article 23.

For the avoidance of doubt, in the event the first year of operation commences on or after May of a particular year, wherein the number of months from COD till April (month) of next year are less than 12 (twelve) months, then the average shall be calculated *pro rata* based on number of months considered.

- 10.1.4 In the event the revised amount computed for the purpose of the Performance Security

for a current year as per Clause 10.1.3, is lower than the amount as provided in the existing Performance Security provided to the Authority, then the Performance Security with a higher value between the two shall be considered for the current year. Further, in the event the revised amount computed for the purpose of the Performance Security for a current year as per Clause 10.1.3 is higher than the amount as provided in the existing Performance Security provided to the Authority in an Airport, then the SP shall be provide an additional irrevocable and unconditional guarantee from a Bank for a sum equal to such differential amount in in the format acceptable to the Authority in Schedule VIII ("**Additional Performance Security**") for such Airport.

10.1.5 For the avoidance of doubt, if the SP fails to replenish one or more Performance Security and/or Additional Performance Security (as the case may be) for existing and/or additional airports as per this Article 10, the same shall be considered as SP's Event of Default and the Authority shall be entitled to forfeit and appropriate the Performance Securities/Additional Performance Securities as damages and terminate this Agreement in accordance with Article 23.

10.2 APPROPRIATION OF PERFORMANCE SECURITY/ADDITIONAL PERFORMANCE SECURITIES

10.2.1 Upon occurrence of a SP's Event of Default or failure to meet any Conditions Precedent, the Authority shall, be entitled to encash and appropriate from the relevant Performance Securities including the Additional Performance Securities the amounts due to it for and in respect of such SP's Event of Default or for failure to meet any Conditions Precedent.

10.2.2 Upon such encashment and appropriation from the Performance Securities and/or the Additional Performance Securities, the SP shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Securities and/or Additional Performance Securities, and in case of appropriation of the entire Performance Security and/or Additional Performance Security provide a fresh Performance Security/Performance Securities and/or Additional Performance Security/Additional Performance Securities, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article

23. Upon such replenishment or furnishing of a fresh Performance Security and/or Additional Performance Security, as the case may be, the SP shall be entitled to an additional Cure Period of 7 (seven) days for remedying the SP's Event of Default or for satisfying any Condition Precedent, and in the event of the SP not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security and Additional Performance Security (if any) as Damages, and to terminate this Agreement in accordance with Article 23 of this Agreement.

10.3 RELEASE OF PERFORMANCE SECURITIES/ADDITIONAL PERFORMANCE SECURITIES

10.3.1 The Performance Securities including the Additional Performance Securities shall remain in force and effect until 90 (ninety) days from the completion of the Concession Period provided, however, that the Performance Securities and the Additional Performance Securities shall not be released if the SP is in breach of any terms and conditions of this Agreement. In case the SP is required to withdraw from an Airport in accordance with terms of this Agreement, the Performance Security and the Additional Performance Security (if any) shall be released within 90 (ninety) days of the SP vacating such Airport provided that the Performance Security and the Additional Performance Security (if any) shall not be released if the SP is in breach of any terms and conditions of this Agreement for such Airport.

10.3.2 Upon request made by the SP for the release of the Performance Security and/or Additional Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 10.3, the Authority shall release the Performance Security forthwith.

10.4 Set-Off Clause:- In the event of a default or breach in payment of Revenue Share or interest amount or any other amount due with the Service Provider of whatever nature as per the provision of this Agreement, AAI is hereby authorized to adjust, such amount from time to time to the fullest extent, with prior notice of 07 (Seven) days to the Service Provider, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of Service Provider with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from Service Provider as prescribed by Law.

Explanation 1:- For the purposes of this agreement, set off means adjustment of any outstanding due(s) of Service Provider, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/airport premises.

Explanation 2:- Outstanding dues shall mean and include any amount accrued/due against the Service Provider under this or any other agreement at any of AAI airport or airport premises.

ARTICLE 11: SERVICE LEVEL AGREEMENTS

11.1 SERVICE LEVEL AGREEMENTS

11.1.1 Without prejudice to the obligations specified in this Agreement, on receipt of Acceptance Certificate for respective Airports, the SP shall provide the Services at each of the Airports such that it achieves or exceeds the performance indicators specified in this Service Level Agreement as per Schedule V of this Agreement ("**Service Level Agreement**" / "**SLA**").

11.1.2 Performance of the SP Services shall be measured against the SLAs as set out in Schedule V. The SLA targets define the level of service to be provided by SP to the Authority and Users for the Concession Period .

11.1.3 [Intentionally left blank]

11.1.4 Further, SP shall also be responsible for promptly reporting operational issues to the Authority and provide early warning of any organizational, functional or technical changes that might affect SP's ability to deliver the services in accordance to this Agreement and SLAs.

11.2 STATUS REPORT

11.2.1 During the Concession Period, the SP shall, no later than 7 (seven) days after the close of each month, furnish a report stating in reasonable detail the compliance with all the Service Level Agreements specified in this Article 11 and Schedule V along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Services. The report shall include a quantification of the Damages calculated in accordance with Clause 13.5 of this Agreement.

11.3 DAMAGES FOR SHORTFALL IN PERFORMANCE

11.3.1 The SP shall ensure and procure compliance of each of the Service Level Agreements specified in this Article 11 and for any shortfall in performance during a month it shall be liable for Damages, to be paid in accordance with Article 13 of this Agreement.

11.4 EXCUSE FROM SERVICE LEVEL AGREEMENTS

11.4.1 The SP shall be excused for its default in conforming with any Service Level Agreements if such default is on account of failure of the Authority to discharge its obligations as per Article 5 of this Agreement.

ARTICLE 12: MONITORING OF OPERATION AND PERFORMANCE

12.1 SERVICE'S MONITORING

12.1.1 The SP shall set up tools, dashboards for real time monitoring of Services consisting of operations database, communications layer and visual system that link various systems of the Services together. The SP must provide all operations and performance related data for the Services including but not limited to the data related to objective service quality requirement and parameters defining Key Performance Indicators and any other such information, as may be required by the Authority pursuant to this Agreement. Service monitoring database shall generate daily, monthly, and annual reports as per the requirements of this Agreement. Service monitoring database should also be capable to provide historical, real time data to assist in strategic decision making as well as to help the SP for various compliance requirements. The SP shall provide Service monitoring/reporting tool access to the Authority for periodic review and generation of reports, as required by Authority.

12.1.2 Reporting procedures

- (a) SLA / KPI reporting should be done using an automated tool that should provide reports on a real time basis and, Monthly, basis , as decided by AAI;
- (b) SLA / KPI Report should provide Report Airport wise, Equipment wise (CUPPS, CUSS, BG and BRS), etc;
- (c) SLA / KPI reporting should be based on automated logs;
- (d) Well-defined processes should be implemented for those SLA / KPI that require manual intervention for measurement and reporting. In such cases, the SLA measurement methodology should be discussed and agreed upon with the Authority;
- (e) The SLA performance reports in an agreed upon format should be made available on-line;
- (f) The reports will include "actual versus target" SLA / KPI performance, a variance analysis and discussion of appropriate issues or significant events;
- (g) SLA / KPI reports will be distributed to authorized management personnel as directed by AAI.

12.2 STATUS REPORTS

12.2.1 At all times during the Concession Period, the SP shall, no later than 7 (seven) days after the close of each month, furnish to the Authority a monthly report, in a form acceptable to the Authority, stating in reasonable detail Services compliance or

otherwise the Safety Requirements and the details of the occurrence of any event, and shall promptly give such other relevant information as may be required by the Authority. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

12.2.2 At all times during the Concession Period, the SP shall, no later than 7 (Seven) days after the close of each month, furnish to the Authority a monthly management report, which shall be a summary of:

- (a) SLA / KPI Performance Indicators achieved in the month, along with an analysis of reasons for failures, if any, and proposals to remedy the same;
- (b) Key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Service's operational performance; and
- (c) other operating statistics, dashboards, reports/ information (or analysis thereof) in relation to the operations and management of the Services as may be required by the Authority.

12.3 SERVICE LEVEL MONITORING

12.3.1 The SP shall:

- (a) throughout the Concession Period, regularly monitor Service Level Agreements and KPIs for the Services at the Airports;
- (b) after achieving the COD, regularly monitor and count peak hour and total number of passengers enplaning to the aircraft at the Airports;
- (c) by the 7th (seventh) day after the end of each month, provide to the Authority, a detailed report confirming that the Service Level Agreements at the Airports over the preceding month (or part thereof) never fell below Service Level Agreements or describing the dates on or periods of time during which the Service Level Agreements at the Airports fell below the stipulated Service Level Agreements as per Schedule V.

ARTICLE 13: DAMAGES

13.1 The SP acknowledge and undertakes that it shall timely perform its obligation set out in this Agreement for the successful implementation/completion of the Project.

13.2 DAMAGES FOR DELAY IN COD

13.2.1 If the SP fails to achieve COD pursuant to Clause 7.1, for the reasons attributable to it, commissioning of Services and/or receive the Acceptance Certificate, as per the prescribed timelines in this Agreement, the SP shall pay to the Authority, a sum equal to 0.5 % (zero decimal five percent) per week (part of week to be treated as one week) of the amount of Performance Security for respective Airports as the Damages for such default until the entire Services is completed and not as penalty, without prejudice to Authority's other remedies available under this Agreement. The total Damages payable shall not exceed 5% (five percent) of the Performance Security for that Airport, beyond which it shall be treated as Event of Default pursuant to Clause 22.2.1.

13.3 DAMAGES FOR DELAY IN PROVIDING SERVICES IN ADDITIONAL AIRPORTS OR AUGMENTATION

13.3.1 If the SP fails to provide Equipment and Services in additional Airports pursuant to clause 7.2 and / or achieve augmentation of the Equipment pursuant to Clause 7.3, for the reasons attributable to it, commissioning of Services and/or receive the Acceptance Certificate, as per the prescribed timelines in this Agreement, the SP shall pay to the Authority, a sum equal to 0.5 % (zero decimal five percent) per week (part of week to be treated as one week) of the Performance Security for respective Airport as the Damages for such default and not as penalty, without prejudice to Authority's other remedies available under this Agreement. The total Damages payable shall not exceed 5% (five percent) of the Performance Security for respective Airport, beyond which it shall be treated as Event of Default pursuant to Clause 22.2.1.

13.4 DAMAGES FOR DELAY IN RECTIFICATION OF DEFECTS

13.4.1 If the SP fails to rectify the Defects / deficiencies of the Equipment pursuant to Clause 7.4.7 and/ or Clause 18.2 for commissioning the Services and/or fails to procure the Acceptance Certificate, as per the prescribed timelines set out in Clause 7.4.7 and / or Clause 18.2, the SP shall pay to the Authority, a sum equal to 0.5 % (zero decimal five percent) per week (part of week to be treated as one week) for the value of the Performance Security for respective Airports, until the entire Equipment free of Defects / deficiencies is provided and not /as penalty, without prejudice to Authority's other remedies available under this Agreement. The total Damages payable shall not exceed 5% (five percent) of the value of the Performance Security for respective Airports, beyond which it shall be treated as Event of Default pursuant to Clause 22.2.1.

13.5 DAMAGES FOR NON ADHERANCE TO SLA

- 13.5.1 The SP shall ensure and procure compliance of each of the SLA post Acceptance by the Authority as specified in Schedule V of this Agreement. If the SP fails to achieve the SLAs, the SP shall pay to the Authority, as Damages as per Schedule V, for such default and not as penalty, without prejudice to Authority's other remedies available under this Agreement.
- 13.5.2 The SP shall ensure that among Airports with more than 1.5 (one decimal five) million annual passengers throughput as per the latest annual passenger data available with the Authority, the amount of monthly Damages liable to be paid by SP for continuous period of any 3 (three) months for any one Airport (same or different airport in subsequent months) due to breach of Service Level Agreements as per Article 11, shall not be more than 5% (five percent) of the Performance Security for respective Airport(s), beyond which it shall be treated as Event of Default pursuant to Clause 22.2.1.
- 13.5.3 The amount of cumulative Damages liable to be paid by SP due to breach of Service Level Agreements as per Article 11, for at least 25% (twenty five) percent of the Airports where SP is providing Services shall not be more than 5% (five) percent of cumulative Revenue Share for those Airports in any month, beyond which it shall be treated as Event of Default pursuant to Clause 22.2.1.
- 13.5.5 The Authority may, without prejudice to its right to recover the Damages, deduct the amount of such Damages from any amount due or becoming due to the SP or from any securities/ guarantees / charges payable to SP under this Agreement.
- 13.5.6 The payment or deduction of such Damages shall not:
- (a) relieve the SP from its obligation to complete the Project; or
 - (b) negate the liability of the legal consequences on account of such delay; or
 - (c) remedy the Defects in the Project or any part thereof; or
 - (d) relieve the SP from any other of its duties, obligations, responsibilities and liabilities under the Agreement.
- 13.5.7 The Parties agree and acknowledge that the payment for Damages for delay are genuine pre-estimation of Damages and do not constitute as a penalty.
- 13.5.8 The payment of Damages for delay under this Clause is in addition to any other remedies that may be available to the Authority under this Agreement or under Applicable Law for the time being in force.

ARTICLE 14: PASSENGER PROCESSING FEE AND REVENUE SHARE

14.1 PASSENGER PROCESSING FEES

- 14.1.1 The Parties agree that the SP shall demand, collect and appropriate charges ("**Passenger Processing Fee**") from the Users at respective Airports subject to and in accordance with the provisions of the Regulatory Framework, Applicable Laws and this Agreement.
- 14.1.2 Passenger Processing Fee of an amount of INR as decided at the time of tender per domestic and international departing passengers at respective Airports, shall be collected by Service Provider from Users of the Services. The Service Provider agrees that Passenger Processing Fee may also change during the Concession Period and may also have separate Passenger Processing Fee for domestic and international departing passengers. Any revision in the Passenger Processing Fee shall be instructed by the Authority to the Service Provider. In case of any change in the Passenger Processing Fee, such changed Passenger Processing Fee shall be levied, collected and appropriated from the Users.
- 14.1.3 The SP shall be eligible to levy Passenger Processing Fees on the Users from the date of issuance of Acceptance Certificate by the Authority for respective Airports. The SP shall get into separate service agreement with respective Users (airlines) for the provision of passenger processing services and collection of Passenger Processing Fee at the Airports.
- 14.1.4 In the event of default in payment of Passenger Processing Fee, the SP shall issue a notice to the User demanding payment of dues and a copy of same shall be shared with the Authority. On non-payment of dues even after the issuance of first notice to the User, the SP shall issue another notice to the User. Even after 15 (fifteen) days from the issuance of second notice, the User does not pay the dues, the SP may deny Services to the User after taking approval from the Authority. However, in the event the Authority is unable to provide approval within 21 (twenty-one) days from the day of such request is received by the Authority, the SP can deny the Services to the User.
- 14.1.5 The SP acknowledges and agrees that upon payment of Passenger Processing Fee, any User shall be entitled to use the SP's Equipment and Services for the provision of passenger processing at respective Airports and the SP shall not place or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.
- 14.1.6 The SP acknowledges and agrees that Users who are not liable for payment of the Passenger Processing Fee as per the Authority/Regulator's directives shall be entitled to use the SP's Equipment and Services without any restrictions, except to such restrictions specified in any Applicable Law, Applicable Permit, as instructed by the Authority from time to time or under the provision of this Agreement. For avoidance of doubt, the SP

hereby acknowledges that such Users are not liable to payment of Passenger Processing Fee.

14.2 REVENUE SHARE

14.2.1 Service Provider agrees to pay to the Authority, during the Concession Period, a monthly fee ("**Revenue Share**") for respective airports, upon issuance of Acceptance Certificate for respective airports or COD whichever is earlier till the end of Concession Period or termination, whichever is earlier. Revenue Share for respective airports shall be calculated as follows:

$$\left[\begin{array}{l} \text{Passenger} \\ \text{Processing Fee} \\ \text{per departing} \\ \text{passenger} \end{array} \right] \times \left[\begin{array}{l} \text{Final Service Fee per departing} \\ \text{passenger} \end{array} \right] = \left[\begin{array}{l} \text{Total Departing} \\ \text{Passenger} \\ \text{Throughput for that} \\ \text{month} \end{array} \right]$$

Where:

"**Passenger Processing Fee per departing passenger**" shall be INR 51 (Rupees fifty one)/as decided at the time of tender, as may be revised pursuant to clause 14.1.2;

"**Final Service Fee per departing passenger**" means Final Service Fee pursuant to the RFP bid process [*insert amount*]. This shall remain fixed for the entire Concession Period;

"**Total Departing Passenger Throughput**" for any month shall mean the total departing international and domestic passenger traffic having valid boarding pass and passing through the boarding gates deployed and maintained by the Service Provider at respective airports. The Total Departing Passenger Throughput shall be shared by the Service Provider, by 7th (seventh) day of the subsequent month in the form and manner as may be specified by the Authority from time to time. The Authority can audit the Total Departing Passenger Throughput at any time. In case of any difference in calculation of Total Departing Passenger Throughput between the Service Provider and Authority, the decision of Authority shall be final.

14.2.2 Service Provider agrees that any delay or default in the payment of Passenger Processing Fee by the Users shall not impact the monthly Revenue Share payment to AAI at respective airports.

14.2.3 Space rent (if any) for an Airport pursuant to Clause 7.6.5 shall be paid to the Authority separately in addition to monthly Revenue Share. Further, the Selected Bidder shall pay for the consumption of electricity, other utility used for the purpose of working/communication room except CUPPS/CUSS/BRS working locations as becomes due and payable. In addition, incase Service Provider uses any other space for the

purpose of Services (if available), Service Provider shall pay the charges as per the applicable rates at respective airports.

14.3 INVOICING AND SETTLEMENT

- 14.3.1 Pursuant to Clause 14.2, the Authority, either at the Airport level or Regional Executive Director level shall submit to the Service Provider, invoices for the payment of the monthly Revenue Share fee and other charges for space, utility, etc. pertaining to respective Airports. The invoices shall contain the amount of GST which is leviable on payment of the monthly Revenue Share and other charges under Applicable Law, not later than 10th (tenth) day of the subsequent month. Invoices shall be raised through e-mail or any other faster mode of service including hand delivery to the representative of the Service Provider.
- 14.3.2 The Service Provider shall within 15 (fifteen) days from the receipt of the invoices make the payment to the respective Airports or Regional Executive Director's offices, as the case may be, as per the instructions of the Authority. The Service Provider shall make payment of Revenue Share fee and any other charges, preferably through Biller Direct Portal Of AAI or by cheque/ demand drafts/RTGS drawn on local banks for respective Airports and Regional Executive Director's offices, as applicable. No outstation cheque shall be accepted.
- 14.3.3 If the Service Provider fails to pay the monthly Revenue Share as aforesaid, the Service Provider shall be liable to pay interest at a rate of 9% (nine percent) per annum shall be charged from the due date for delay period of up to 30 (thirty) days and if delay is for more than 30 (thirty) days, then interest at the rate of 18% (eighteen percent) per annum shall be charged from the due date, for entire delay period as per AAI Policy, without prejudice to Authority's other rights and remedies.
- 14.3.4 Reconciliation of cumulative monthly Revenue Share for 3 (three months) in a quarter shall be undertaken by the 5th day of the first month of the next quarter. The Service Provider would be required to pay the cumulative difference for the quarter, if any to the Authority by 15th day of the first month of the next quarter. If the Service Provider fails to pay the reconciled amount as aforesaid, the Service Provider shall be liable to pay interest at a rate of 9% (nine percent) per annum shall be charged from the due date for delay period of up to 30 (thirty) days and if delay is for more than 30 (thirty) days, then interest at the rate of 18% (eighteen percent) per annum shall be charged from the due date, for entire delay period as per AAI Policy, without prejudice to Authority's other rights and remedies. Any delay in payment of the cumulative difference of monthly Revenue Share for any quarter beyond a period of 3 (three) months from the due date of such respective payments, shall constitute a Service Provider's Event of Default. Further, in case as per the reconciliation if Service Provider has paid excess Revenue Share to the Authority, then the excess payment shall be adjusted in next month's Revenue Share payment post approval from the Authority without any interest.
- 14.3.5 No invoice for additional work/charge order on account of change order will be submitted by the SP unless the said additional work /change order has been authorized/approved

by the Authority in writing.

14.3.6 The SP shall be solely responsible to make payment to its personnel, subcontractors, and third parties.

14.4 TAXES AND DEDUCTIONS

14.4.1 Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Authority shall not be required to make any payments in respect of the Project, obligations and scope of work mentioned in the Agreement other than those covered in this Agreement.

14.4.2 In an event, the SP fails to submit returns/pay Taxes in times as stipulated under the Indian Income Tax Act, 1961 and consequently any interest or penalty is imposed by the Indian Income Tax authority, the SP shall pay the same.

14.4.3 The Service Provider shall pay all rates, assessments, on goings and other taxes as leviable on the Service Provider as applicable.

14.5 MONTHLY STATEMENT

14.5.1 The SP shall, with effect from the COD or issuance of Acceptance Certificate whichever is earlier, furnish to the Authority, within 7 (seven) days of completion of each month, a statement ("**Monthly Statement**") of the traffic data including scheduled aircraft movements, number of international and domestic passengers.

14.5.2 Such information/ data shall be compiled and furnished forthwith by the SP to the Authority in the format, as applicable, required under the Applicable Laws, or as may be acceptable to the Authority along with all other details, as may be reasonably requested by the Authority.

14.6 QUATERLY RECONCILIATION

14.6.1 Every quarter the balancing payment (reflecting amounts which are due and payable as adjustment or otherwise, or as Damages which are not paid, or not recovered from the Performance Security under this Agreement) (the "**Balancing Payment**") shall be calculated by the Authority who shall deliver its calculation and statement to the SP within 15 (fifteen) days of the end of each quarter. Each such statement shall have attachments reasonably supporting evidence of all amounts claimed.

14.6.2 On receipt of the Authority's Balancing Payment statement under Clause 14.6.1, the SP shall have 20 (twenty) days in which to (a) accept or (b) require recalculations and amendments. Both Parties shall maintain sufficient records to enable verification of all the statements made under Clause 14.6.1. Failure by the SP to comment on any Authority's statement within the above 20 (twenty) day period shall be deemed to constitute approval. Balancing Payment if any shall be adjusted in the succeeding month

as per Clause 14.3.4.

14.6.3 If the Authority does not submit its calculation of the Balancing Payment within 10 (ten) days of the end of any quarter, the SP shall be entitled to submit such calculation, together with attachments reasonably supporting evidence of all amounts claimed, and in such event where Authority requires to pay any Balancing Payment the Authority shall not be liable to pay any interest as per clause 14.3.4.

14.6.4 In the event there is any discrepancy in the invoice or Balancing Payment statement, either Party can inform the other party of such discrepancy in the invoice within 7 (seven) days of the receipt of the invoice and / or Balancing Payment statement and such invoices and or statements shall be treated as disputed invoice and / or statements ("**Disputed Invoice and Statement**"). The Parties shall co-operate in good faith and take all the necessary initiative to settle any Disputed Invoice and Statement within 30 (thirty) days from receipt of information about the Disputed Invoice and Statement.

ARTICE 15: SAFETY REQUIREMENTS

- 15.1 The SP shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users.
- 15.2 All costs and expenses arising out of or relating to safety and hygiene requirements shall be borne by SP to the extent such costs and expenses form part of the works and services included in the Services.

15.3 FIRE SAFETY REGULATIONS AND REQUIREMENTS

- 15.3.1 Prohibited substances found on/ in the Airport shall be confiscated and destroyed by the Authority and the cost thereof or such charges as the Authority shall impose from time to time, shall be borne by SP and paid within 15 (fifteen) days from the date of written notice from the Authority.
- 15.3.2 Any non-compliance of fire safety requirements, procedures or measures as may be notified by the Authority shall be rectified by SP within 30 (thirty) days from the date of such notification. After the 30 (thirty) days period, the Authority would carry out an inspection of the Airport.
- 15.3.3 If there are any outstanding deficiencies or deficiencies not rectified to the satisfaction of the Authority, as observed during the inspection and where these deficiencies are material, the Authority shall give SP a further 15 (fifteen) days from the date of inspection to rectify the same before a further inspection is held. If the deficiency remains, SP's business shall be suspended without compensation and SP would be given another 15 (fifteen) days before action is taken to terminate this Agreement in accordance with Article 23. Where the Authority finds that the deficiencies are minor, and SP fails to rectify these after 14 (fourteen) day's notice to do so, the Authority shall take all steps necessary to rectify the same immediately thereafter and SP shall bear all costs, expenses, or such charges as the Authority shall impose from to time, incurred by the Authority.

ARTICLE 16: INTELLECTUAL PROPERTY

16.1 SERVICE PROVIDER TO OBTAIN ALL NECESSARY RIGHTS

The SP shall, at its own cost, obtain and provide to the Authority (where necessary in Authority's name), all necessary rights and licences to Intellectual Property, or any part thereof, used or to be used by or on behalf of the SP in performing its obligations under this Agreement.

Notwithstanding anything contained in this Agreement, the SP shall not, without prior consent of the Authority, use Authority's name, logo or Intellectual Property.

16.2 INFRINGEMENT OF RIGHTS

The SP shall ensure that any, drawings, models or other instructions supplied by it, shall not infringe any rights with respect to Intellectual Property of third parties. Should claims nevertheless be made against Authority in respect of Intellectual Property rights arising out of or in any way related to the performance of this Agreement by the SP, the SP shall keep Authority against whom such claim has been made, indemnified against the cost of such claims, including any legal costs in connection therewith.

The SP shall in accordance with Article 16.4, indemnify and hold the Authority harmless against and from any claims alleging an infringement of Intellectual Property which is or was a result of any Services performed by the SP:

- (a) for a purpose other than that indicated by, or reasonably to be inferred from, the Agreement or;
- (b) in conjunction with anything not performed by Authority, unless such use was disclosed to Authority prior to the Effective Date or is stated in the Agreement.

16.3 INTELLECTUAL PROPERTY WARRANTY

The SP represents and warrants that:

- (a) it has all rights and licenses necessary to grant the Authority the licenses to be granted in accordance with this Article 16;
- (b) any use of Intellectual Property developed or created by the SP, its Affiliates or its sub-contractors during the Concession Period, by or on behalf of the Authority, shall not infringe the intellectual property of any third party or Applicable Law; and

- (c) no royalties or other payments are due or payable by the Authority to the SP or any other person in respect of any Intellectual Property developed or created by the SP, its Affiliates or its sub-contractors during the Concession Period.

16.4 INTELLECTUAL PROPERTY INDEMNITY

16.4.1 The SP shall indemnify and hold harmless the Authority and SP's personnel against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Authority may suffer as a result of any infringement or alleged infringement of any Intellectual Property registered or otherwise existing at the date of this Agreement by reason of: (a) the execution of the SP; or (b) any document, specification, or other material provided or designed by or on behalf of the SP.

16.4.2 The SP further indemnifies the Authority from and against all claims, liability, loss, damage, costs and expenses arising out of any claim that the Intellectual Property or any use of the Intellectual Property by or on behalf of the SP which infringes the Intellectual Property of a third party.

16.4.3 Should any such claim or settlement arising from the SP's infringement of Intellectual Property, materially impair the SP's performance of its obligations under this Agreement or Authority's right to use the Services (either impairment an "**IP Impairment**"), the SP shall rectify such IP Impairment, at its own costs and at its option:

- (a) replace the infringing portion of the Services with a non-infringing part; or
- (b) modify the infringing portion of the Services so that it ceases to be infringing; or
- (c) secure for the benefit of the Authority such licenses as may be required to obviate the need for replacement or modification of the Services.

16.4.4 If any proceedings are brought or any claim is made against the Authority arising out of the matters referred to in this Article 16, the Authority shall promptly provide the SP a notice thereof, and the SP shall, at its own expense and in Authority's name, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the SP fails to notify the Authority within 28 (twenty-eight) days or such lesser period as per the claim received by the Authority, after receipt of such notice that it intends to conduct any such proceedings or claim, then the Authority shall have the ight to conduct the same on its own behalf. Unless, the SP has so failed to notify

the Authority within the 28 (twenty-eight) days period, the Authority shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Authority shall, at the SP's request, afford all available assistance to the SP in conducting such proceedings or claim, and shall be reimbursed by the SP for all reasonable expenses incurred in doing so.

ARTICLE 17: INSURANCE

17.1 INSURANCE COVER

17.1.1 The SP agrees and acknowledges that all risk of loss, damage, destruction, theft or interference with the possession, use or operation of the Equipment, from any cause whatsoever shall be solely be at its costs and expenses.

17.1.2 The SP shall at all times, during the Concession Period of this Agreement, arrange and maintain at its own costs, adequate and appropriate insurance and as per the Applicable Laws, other related facilities and liabilities including but not limited to cyber security threat, theft and burglary ("**Insurance Cover**"). The SP shall ensure that each policy taken out pursuant to this Clause 17.1, shall be increased from time to time to such amounts as would be effected in accordance with Good Industry Practice and as may be reasonably required, taking into account, amongst other things, market availability in respect of risks, liabilities and amounts of insurance. The SP will ensure that it has adequate/ mandatory third- party insurance at all times to cover the liabilities towards the Users for any physical loss or such amount as may be specified by the Authority, from time to time.

17.1.3 If the SP shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the SP along with Damages for a sum equivalent to 0.5% (zero decimal five percent) of the Performance Security.

17.2 EVIDENCE OF INSURANCE COVER

17.2.1 Within 15 (fifteen) days of obtaining any Insurance Cover, the SP shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of Insurance Cover(s) and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the SP to the Authority.

17.3 The SP shall ensure that the Authority is named as the loss payee in all policies of insurances taken by the SP and that the insurer shall pay the proceeds of insurance as prescribed by the Authority. The SP, at the request of the Authority, shall provide to the Authority, the copies of all insurance policies obtained by the SP. The SP shall from time to time promptly pay any insurance premium due, keep the insurance policies in force and valid. The SP shall not cancel, modify or allow to expire or lapse any insurances until the expiration of at least 45 (forty- five) days' notice of such cancellation, modification or non-renewal has been

provided by the SP to the Authority. The SP shall comply with the terms and conditions of the insurances and the procedures for claims notification and administration there under and shall do nothing nor omit to do anything which might render the insurances avoidable.

17.4 The SP, at its own cost and expense, shall at all times obtain and maintain all clearances and Applicable Permits including security clearances and investment clearance, registrations, concessions and permits (including immigration, temporary residence, work and exit permits along with security clearance for its employees), which are required by Applicable Law for performing the Services at the Airport. The SP agrees that the Authority shall assist the SP on best effort basis for obtaining such clearances and approvals.

17.5 WAIVER OF SUBROGATION

All insurance policies in respect of the insurance obtained by the SP pursuant to this Article 17 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers, underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

17.6 SP'S WAIVER

The SP hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the SP may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the SP pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

ARTICLE 18. WARRANTY

18.1 WARRANTY

18.1.1 The SP warrants that the Equipment supplied under the Agreement are new, non-refurbished, unused and recently manufactured; shall not be nearing end of sale/ end of support; and shall be supported by the SP along with the services and spares support to ensure its efficient and effective operation for the entire duration of the Concession Period. The SP shall be liable to remedy or compensate the Authority for the remedy of any defect, imperfection, deficiency or any other fault in the items/ works or the materials or all repairs and/ or replacement of any manufacturing, technical or other defects or any default workmanship or any non- performance in the execution of the Project or breach in any obligations under this Agreement (collectively called "**Defects**") throughout the Concession Period.

18.2 DELAY IN REMEDYING DEFECTS

18.2.1 If the SP fails to commence and proceed diligently with the remedy of any Defect within 72 (seventy two) hours of receipt of notification thereof from the Authority / User and is unable to correct all Defects/deficiencies for which it is responsible within 15 (fifteen) days or within such reasonable time period specified by the Authority in its notice, the Authority may proceed to remedy such Defect(s) at the SP's expense and risk provided that it notifies the SP of its intention to do so. The actual costs so incurred by Authority shall be charged separately to the SP along with Damages as set out in Clause 13.4 of this Agreement; provided further that no Damages shall be payable if such delay in rectifying the defects / deficiencies has occurred as a result of any default or delay by the Authority or due to any Force Majeure Event. Disputed matters arising under this Clause 18.2 shall be resolved by the Parties in accordance with the provisions set out in the Agreement. This shall not extinguish the SP's liability under the terms and conditions of the Agreement. Further, in such events the SP shall make adequate provision at the Airports so as to meet the Service Level Agreement provisions under Article 11.

18.2.2 If defect in any part of the Project causes serious loss or damage which can be prevented by immediate action, such defects, may be corrected by Authority or a third party designated by the Authority, at the actual cost to the SP, without giving prior notice to the SP. Upon notification of such action by Authority, the SP shall assist wherever possible in undertaking the necessary corrections.

ARTICLE 19: AUDIT

19.1 OPERATIONAL AND PERFORMANCE AUDITS

19.1.1 The Authority reserves the right to inspect and monitor/assess the progress of the Project at any time during the course of the Agreement, after providing due notice to the SP. The Authority may demand and upon such demand being made, the Authority shall be provided with such document, data, material or any other information which it may require by the SP, to enable it to assess the progress of the Project.

Further, the Authority may also conduct non-scheduled audits at its own discretion if it reasonably believes that such non-scheduled audits are necessary as a result of an act of fraud by the SP, a security violation, breach of confidentiality obligations, number of Equipment Packages deployed at Airports or adherence to Service quality by the SP, provided that the requirement for such an audit is to be notified in writing to the SP within a reasonable period of time prior to such audit.

19.1.2 The Authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the SP of its obligations/functions in accordance with the standards committed to or required by the Authority and the SP undertakes to cooperate with and provide to the Authority/ any other agency appointed by the Authority, all documents and other details as may be required by them for this purpose. To the extent reasonably possible, the Authority shall endeavour not to appoint a competitor of SP as an auditor. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the SP, failing which the Authority may, without prejudice to any other rights that it may have issue a notice. Cost of acquisition of deliverables by the SP and other sub-contractors is out of the purview of audit/inspections.

19.2 AUDIT RIGHTS

19.2.1 The Authority and/or its nominated agency shall have the right to audit and inspect suppliers, agents, subcontractors and third party facilities provisioned documents, records, procedures and systems relating to the provision of the Services but only to the extent that they relate to the operational and performance related provision of the Services, as shall be reasonably necessary to verify:

- (a) The actual level of performance of the Services is the same as specified in the SLA set out in this Agreement;
- (b) That the SP has complied with the relevant technical standards, and has adequate internal controls in place;
- (c) The compliance of the SP with any other obligation under the Agreement;

- (d) The traffic count for each category of users using the Airports;
- (e) Security audit and implementation audit of the system. For the avoidance of doubt, the audit rights under this Clause shall not include (i) access to the SP's profit margins or overheads, (ii) any confidential information relating to the SP' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Agreement;
- (f) such other information as the Authority may reasonably require.

19.2.2 The Authority shall bear the cost of any audits and inspections. The SP shall bear all costs for all reasonable assistance and information provided under this Agreement.

ARTICLE 20: CHANGE OF SCOPE

20.1 CHANGE OF SCOPE

- 20.1.1 Any addition to or omission from the obligations forming part of the Scope of the Project shall be considered as change of scope ("**Change of Scope**"). Any Change of Scope shall be made in accordance with the provisions of this Article 20. Notwithstanding anything contained in this Agreement, the SP agrees and acknowledges that the request for change in number of Equipment and change in number of Airports under Clause 7.3 and relocation of Equipment under Clause 7.8 shall not constitute a 'Change in Scope'.
- 20.1.2 If the Authority determines at any time that a Change of Scope is necessary for providing safer and improved services to the Users, it shall by notice in writing, instruct the SP to consider such Change of Scope. The SP shall, within 21 (twenty- one) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings there for in accordance with this Article 20 or inform the Authority in writing of its reasons for not accepting such Change of Scope.
- 20.1.3 Any works or Services which are performed as a Change of Scope in accordance with this Article 20 shall form part of the Project Scope and the provisions of this Agreement shall apply *mutatis mutandis* to such works or Services.

20.2 PROCEDURE FOR CHANGE OF SCOPE

- 20.2.1 In the event, the Authority determining that a Change of Scope is necessary, it shall issue to the SP a notice specifying in reasonable detail the works and Services contemplated thereunder ("**Change of Scope Notice**").
- 20.2.2 Upon receipt of a Change of Scope Notice, the SP shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of the impact, if any, which the Change of Scope is likely to have on the Revenue Share Fee if the additional work or services are required to be carried out during the Concession Period.
- 20.2.3 Upon receipt of information set forth in Clause 20.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the SP, and the Parties shall, thereupon make good faith efforts to agree upon the manner of the implementation of the Change of Scope. Upon reaching an agreement, the Authority shall issue an order ("**Change of Scope Order**") requiring the SP to proceed with the performance thereof. In the event, the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the SP to proceed with the performance thereof pending resolution of the Dispute.

ARTICLE 21. FORCE MAJEURE

21.1 FORCE MAJEURE

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and Political Event, as defined in Clauses 21.2, 21.3 and 21.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

21.2 NON-POLITICAL EVENT

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the site);
- (b) strikes or boycotts (other than those involving the SP, sub-contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and Services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 21.3;
- (c) any judgement or order of any court of competent jurisdiction or statutory authority made against the SP in any proceedings for reasons other than (i) failure of the SP to comply with any Applicable Laws or Applicable Permits, or (ii) on account of breach of any Applicable Laws or Applicable Permits or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; or (v) breach of its obligations by the SP;
- (d) the discovery of geological conditions, toxic contamination or archaeological remains at an Airport that could not reasonably have been expected to be discovered through a site inspection; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

21.3 INDIRECT POLITICAL EVENT

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the operations, management or development of the Project to be financially unviable or otherwise not feasible;
- (c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- (d) any civil commotion, boycott or political agitation for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (e) any Indirect Political Event that causes a Non-Political Event; or
- (f) any event or circumstances of a nature analogous to any of the foregoing.

21.4 POLITICAL EVENT

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 26;
- (b) compulsory acquisition in national interest or expropriation of any Services or rights of the SP or any of its contractors;
- (c) Unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorisation, no objection certificate, consent, approval or exemption required by the SP or any of its contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the SP's or any of its contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any event or circumstance of a nature analogous to any of the foregoing.

21.5 DUTY TO REPORT FORCE MAJEURE EVENT

21.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by a written notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 21 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

21.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified in writing the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

21.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 21.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

21.6 EFFECT OF FORCE MAJEURE EVENT

21.6.1 Upon the occurrence of any Force Majeure Event prior to the COD is achieved, the period set forth for the COD shall be extended by a period equal in length to the duration of the Force Majeure Event.

21.6.2 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

21.6.3 It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

21.6.4 At any time, if any Force Majeure Event occurs after COD, whereupon the SP is directed by the Authority to suspend the Services thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the SP was prevented from collection of Passenger Processing Fee on account thereof.

21.7 ALLOCATION OF COSTS ARISING OUT OF FORCE MAJEURE

21.7.1 Upon occurrence of any Force Majeure Event prior to the COD, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

21.7.2 Save and except as expressly provided in this Article 21, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

21.8 TERMINATION NOTICE FOR FORCE MAJEURE EVENT

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 21, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith, provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

21.9 DISPUTE RESOLUTION MECHANISM

Note:- AAI Mediation Policy has come into effect from 15.08.2022. So, the matters shall be dealt with as per AAI Mediation Policy.

Dispute Resolution Clause

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with

as provided hereinafter:

*(i) **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.*

In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

*(ii) **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.*

a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed at Annexure __.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

21.10 EXCUSE FROM PERFORMANCE OF OBLIGATIONS

21.10.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 22: EVENTS OF DEFAULT

22.1 EVENTS OF DEFAULT

Event of Default ("**Event of Default**") means SP Event of Default or the Authority Event of Default or both as the context may admit or require.

22.2 SP EVENTS OF DEFAULT

22.2.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and SP fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, SP shall be deemed to be in default of this Agreement ("**SP Event of Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Performance Security and/or Additional Performance Security for Phase I and additional Airports has been appropriated in accordance with Clause 10.2, and the SP Fails to replenish or provide fresh Performance Security and/or Additional Performance Security within a Cure Period of 15 (fifteen) days;
- (b) subsequent to the replenishment of furnishing of fresh Performance Security and/or Additional Performance Security in accordance with Clause 10.2, SP fails to meet any Condition Precedent or cure the SP's default, as the case may be, for which whole or part of the Performance Security and/or Additional Performance Security was appropriated within a Cure Period of 15 (fifteen) days;
- (c) failure of SP to achieve COD within the period as set out in Clause 7.1 and/ or Clause 7.2, including a Cure Period of 10 (ten) weeks;
- (d) failure of SP in relation to augmentation within the prescribed time period as set out in Clause 7.3, including a Cure Period of 10 (ten) weeks;
- (e) failure of SP in relation to rectifying the defect / deficiencies within the prescribed time period as set out in 7.4.7 and/ or Clause 18.2, including a Cure Period of 10 (ten) weeks;
- (f) failure of SP to maintain the Service Level Agreement in accordance to Clause 13.5.2 and 13.5.3;
- (g) the SP has failed to make any payment including monthly Revenue Share fee to the Authority within the period specified in this Agreement;
- (h) any representation or warranty of SP herein contained is found to be materially false or misleading or SP is at any time in breach of such representation or warranty by

the SP;

- (i) failure of SP to maintain Insurance Cover(s) in accordance with the requirements
- (j) the SP abandons or manifests intention to abandon the provision of the passenger processing service, prior to the expiry of the Concession Period;
- (k) failure by SP to perform/operate and maintain the Services in accordance with the Applicable Laws, Applicable Permits and as per the provisions of this Agreement;
- (l) suspension by the SP of the performance of its obligations under this Agreement for a period exceeding 3 (three) consecutive days (except during the subsistence of an event of Force Majeure);
- (m) cancellation, Termination or a breach by SP of any approvals required to carry out operations of the Services for the reasons solely attributable to the SP;
- (n) a Change in Ownership or any other change has occurred in breach of the provisions of Clause 4.3;
- (o) the SP is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for SP or for the whole or material part of its assets that has a material bearing on this Agreement;
- (p) failure to fulfil any obligation for which Termination has been specified in this Agreement;
- (q) The SP submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (r) the SP submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (s) the SP commits a default in complying with any other provision of this Agreement or Asset Purchase Agreement or Space Rent Agreement (as applicable) if such default causes a Material Adverse Effect on the Authority;
- (t) The SP has failed to meet the required Local Content of minimum 50% (fifty percent) in case it has availed benefits either under Public Procurement (Preference to Make in India), Order 2017 notified vide letter No. P-4502/2/2017-B.E.-II dated 15th June 2017 of Government of India, or Public Procurement Policy for MSEs- Order 2012 (as applicable);

- 22.2.2 Where there has been an occurrence of such Event of Defaults, *inter alia*, as stated above, the Authority shall issue a notice of default to the SP, setting out specific defaults / deviances / omissions and providing a period of up to 15 (fifteen) days to enable the SP to remedy the default/ deviances / omissions committed;
- 22.2.3 Where despite the issuance of a default notice to the SP by the Authority, the SP fails to remedy the default to the reasonable satisfaction of the Authority, the Authority may, where it deems fit, issue to the SP another default notice or proceed to adopt such remedies as may be available to the Authority including but not limited to the remedies provided in Clause 22.3 below.

22.3 CONSEQUENCES FOR EVENT OF DEFAULT

Where an Event of Default subsists or remains uncured even after expiry of provided Cure Period as mentioned in Clause 22.2, the Authority shall be entitled to:

- 22.3.1 Impose any such reasonable obligations and conditions and issue any clarifications as may be necessary to, *inter alia*, ensure smooth continuation of the Services and the Project which the SP shall be obliged to comply with. The SP shall in addition take all available steps to minimize loss resulting from such Event of Default.
- 22.3.2 Remove certain or all Airports from the scope of this Agreement and/or terminate this Agreement in full or in part.
- 22.3.3 Invoke the Performance Security and/or the Additional Performance Security furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the SP which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Authority under Applicable Laws.

22.4 AUTHORITY EVENTS OF DEFAULT

- 22.4.1 In the event that the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days, the Authority shall be deemed to be in default of this Agreement (the "**Authority Event of Default**") unless such default has occurred as a result of any breach of this Agreement by SP or due to Force Majeure.

ARTICLE 23: TERMINATION

23.1 TERMINATION FOR SP's EVENT OF DEFAULT

The Authority may, terminate this Agreement (in whole or in part) by giving the SP a prior and written notice of maximum upto 180 (one hundred and eighty) days, indicating its intention to terminate where the Authority is of the opinion that there has been such Event of Default on the part of the SP which has not been cured within the Cure period provided under Clause 22.2 and in accordance to Schedule VI (Exit Management Plan).

23.2 TERMINATION FOR CONVENIENCE

23.2.1 The Authority may, by written notice of maximum upto 180 (one hundred and eighty) days sent to the SP, terminate the Agreement, in whole or in part at any time for its convenience. The notice of Termination shall specify that Termination is for the Authority's convenience, the extent to which performance of Services under the Agreement is terminated, and the date upon which such Termination becomes effective. The Authority may, at its discretion, relax or absolve the SP from following the timelines and/or service levels related to the part of the Agreement which is being terminated.

23.2.2 The Agreement may be terminated by the SP upon expiry of 50% (fifty percent) of the Concession Period ("**Minimum Term**") by giving 180 (one hundred and eighty) days' notice in writing, provided that the date on which the notice is received by the Authority will be the commencement of the notice period. If the Agreement is terminated by the SP before completion of 50% (fifty percent) of the Concession Period or the SP has failed to serve the requisite notice period of 180 (one hundred and eighty) days, in relation to such termination, then the Total Performance Security of amount, as per the details below, shall be forfeited as damages:

S.No.	If Termination occurs	Total Performance Security equivalent in percentage to be forfeited
(i)	Before 50 % of Concession Period	75%
(ii)	between 50% to 75% of the Concession Period	50%
(iii)	between 75% to 100% of the Concession Period	25%

Further, in the event the SP does not provide Services under the Agreement upto 50% (fifty percent) of the Concession Period then the SP shall be debarred for one year from the date of issuance of orders.

23.3 TERMINATION BY EFFLUX OF TIME

Unless terminated earlier in accordance with the provisions of this Article 23 (except this clause 23.3), the Agreement shall terminate upon the expiry of the Concession Period.

23.4 TERMINATION DUE TO DELAY

Notwithstanding anything to the contrary contained in this Agreement, in the event that SP fails to achieve commencement of operations, for any reason whatsoever, within the period set forth, all rights, privileges, claims and entitlements of the SP under or arising out of the Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the SP, and the Concession Agreement shall be deemed to have been terminated by the mutual agreement of the Parties.

23.5 TERMINATION DUE TO AUTHORITY'S EVENT OF DEFAULT

If an Event of Default occurs as set out in Clause 22.4, the SP may, terminate this Agreement by giving the Authority a prior and written notice of 180 (one hundred and eighty) days indicating its intention to terminate the Agreement.

23.6 TERMINATION FOR REGULATORY/LEGISLATIVE OR SUPERVISORY REQUIREMENTS-

If any provision of law or legislation of India makes it mandatory to stop/prohibit the continuation of the Services at any Airport or otherwise, then the Services at such Airport shall be deemed to be closed from the date of such enactment. The SP hereby agrees and acknowledges that no compensation shall be payable by the Authority in case of occurrence of such an event.

23.7 TERMINATION FOR CAUSE

If the SP or the Authority has invoked Mediation Mechanism (Article 25) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. If such termination happens to fall within 50 % (fifty percent) of the Concession Period, then the SP is liable to pay the Authority as per Clause 23.2.2.

23.8 CONSEQUENCES OF TERMINATION OF THE AGREEMENT

23.8.1 The SP must necessarily provide the Services under this Agreement for a minimum period of 50% (fifty percent) of the Concession Period. In case the SP fails to provide the Services for such minimum period, the Authority will take appropriate action against the SP including forfeiture of Performance Security and/or Additional Performance Security/ debarring/ blacklisting, etc in accordance with the provisions of the AAI Commercial Manual, including any amendment thereof.

23.8.2 In the event of expiry of the Concession Period or Termination of this Agreement due to

any cause whatsoever, the SP shall comply with the Exit Management Plan ("**Exit Management Plan/ Schedule**") set out as Schedule VI of this Agreement (and as revised from time to time).

23.8.3 Nothing herein shall restrict the right of the Authority to invoke the Performance Security and/or the Additional Performance Security furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under this Agreement and/or the Applicable Laws.

23.8.4 Any payments i.e. Balancing payment under this Clause shall be payable only after the SP has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Authority.

23.8.5 The SP shall, within a period of 15 (fifteen) days from the expiry/ Termination of the Agreement hand over the Location in the Airport in relation to which the Agreement has been terminated in good and substantial repair and condition (fair wear and tear excepted). The SP shall remove all of the SP's materials, belongings, etc. from such Airport at SP's own cost, failing which the Authority shall have the right to remove SP's materials and other materials and sell the same at such price as it may get and utilize the proceeds towards payment of any outstanding amounts due to SP.

23.8.6 The SP shall restore each of the Airport or such portion of each Airport to its original state and condition and/ or to remove such additions, fittings and fixtures as the Authority shall specify in writing, repair any damage to the Airport arising from such removal to the satisfaction of the Authority, (hereinafter called the "**Post Termination Obligations**"). Where the SP fails to carry out the Post Termination Obligations or any part thereof as aforesaid, the Authority may carry out the same and recover from the SP the costs of the Post Termination Obligations.

23.9 SURVIVAL OF RIGHTS

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of the Authority including its claim to recover money, damages and other rights and remedies, which it may have in law or contract. All rights and obligations of the Authority under this Agreement shall survive the Termination to the extent such survival is necessary for giving effects to such rights and obligations.

ARTICLE 24: LIABILITY AND INDEMNITY

24.1 GENERAL INDEMNITY

24.1.1 The SP hereby agrees to indemnify, defend, save and hold harmless the Authority, its associates, and its respective directors, officers, employees, and agents ("**Indemnified Persons**") from and 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 SP of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the performance of the obligations by the SP or from any negligence of the SP under contract or tort, or on the ground of fraud or negligence, or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any wilful negligent act or omission, or breach or default of this Agreement on the part of the Indemnified Persons.

24.1.2 The Authority shall indemnify, defend, save and hold harmless the SP 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 arising out of breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the SP of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of statutory duty on the part of the SP, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the SP.

24.2 INDEMNITY BY THE SP

24.2.1 Without limiting the generality of Article 24, the SP shall fully indemnify, hold harmless and defend the Authority and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the SP to comply with Applicable Laws and Applicable Permits;
- (b) payment of Taxes required to be made by the SP in respect of the income or other Taxes of the SP's contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the SP or any of its contractors which are payable by the SP or any of its contractors.

24.2.2 Without limiting the generality of the provisions of this Article 24, the SP shall fully indemnify, hold harmless and defend the Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the SP or by the contractors in performing the SP's obligations or in any way incorporated in or related to the Service. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the SP shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Airport, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the SP shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorising continued use of the infringing work. If the SP is unable to secure such license within the prescribed time, the SP shall, at its own expense, and without impairing the Technical Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

24.3 NOTICE AND CONTEST OF CLAIMS

24.3.1 In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 24 ("**Indemnified Party**"), it shall notify the other Party ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

24.4 DEFENCE OF CLAIMS

24.4.1 The Indemnified Party has the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 24, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice in the name of the Indemnified Party, if so required, provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the

Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

24.4.2 If the Indemnifying Party has exercised its rights under Clause 24.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

24.4.3 If the Indemnifying Party exercises its rights under Clause 24.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement:

Provided that if Sub-Clauses (b), (c) or (d) of this Clause 24.4.3 shall be applicable, the counsel for the Indemnified Party has the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

24.5 NO CONSEQUENTIAL CLAIMS

Notwithstanding anything to the contrary contained in this Clause 24, the indemnities

herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

ARTICLE 25: GOVERNING LAW AND DISPUTE RESOLUTION

Note:- AAI Mediation Policy has come into effect from 15.08.2022. So, the matters shall be deal with as per AAI Mediation Policy.

ARTICLE 26: CHANGE IN LAW

26.1 CHANGE IN LAW

26.1.1 **"Change in Law"** means the occurrence of any of the following after the date of Bid:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the date of Bid;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or any change in the rates of any of the Taxes that have a direct effect on the Project.

26.1.2 Any Change in Law shall not be a ground for any alteration or amendment to any term hereof or of any rights and obligations flowing from this Agreement in favour of the Service Provider. The rights and obligations hereunder shall not be prejudiced by any Change in Law.

26.2 [Intentionally left blank]

ARTICLE 27: MISCELLANEOUS

27.1 AMENDMENTS, WAIVERS AND CONSENTS

27.1.1 AMENDMENTS

Any provision of this Agreement may be amended, supplemented or modified only by an agreement in writing signed by the Parties.

27.1.2 WAIVERS AND CONSENTS

- (a) No waiver, including partial or conditional waiver by either Party, of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- (b) The Authority reserves the right to give or withhold (except where otherwise specified herein) all approval, consent, expression of satisfaction, expression of acceptability or the like without giving any reasons therefore and, if given, may be given upon and subject to such terms as the Authority may think fit.
- (c) Any such waiver or consent may be given subject to any conditions thought fit by the person(s) giving it and shall be effective only in the instance and for the purpose for which it is given.

27.2 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior written or oral communication/agreement between them with respect to such subject matter.

27.3 PARTIAL INVALIDITY

27.3.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

27.3.2 The Parties may negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which are satisfactory to the Parties and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

27.4 NO PARTNERSHIP

Neither this Agreement nor any other agreement or arrangement of which it forms neither part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

27.5 NOTICES

Any notice required under the terms of the Agreement shall (unless otherwise agreed) be in writing and shall be delivered in person or sent by speed post or electronic mail as appropriate, properly posted and fully prepaid in an envelope addressed to the respective Parties, or can be sent by facsimile as follows:

To Authority: [●]

To SP: [●]

Each communication on the Agreement should include the name of the project and the reference number of the agreement in subject and the communication shall include clause number of the agreement to which the communication refers to.

27.6 GOVERNING LANGUAGE

The language that governs the interpretation of this Agreement is the English language. All notices required to be given by either Party to the other and all other communications and documentation which is in any way relevant to this Agreement and which is relevant to the execution, implementation and Termination of this Agreement, including but not restricted to any Dispute resolution proceedings, shall be in the English or Hindi language.

27.7 CONFIDENTIALITY

27.7.1 All written information labelled as proprietary or confidential that is disclosed by either Party to the other Party shall remain the sole property of the disclosing Party. Each Party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such Confidential Information other than to fulfil its obligations

under the Agreement. The prohibitions contained in this Clause 27.7.1 shall not apply to information:

- (a) already lawfully known to or independently developed by the receiving Party, or
- (b) disclosed in published materials without any breach of confidentiality by the receiving Party, or
- (c) generally known to the public, or
- (d) lawfully obtained from any third party, or
- (e) which are required to be disclosed pursuant to the requirements of law, regulations or rules of an applicable stock exchange.

27.7.2 The Parties agree that they will hold in confidence the terms and conditions of the Agreement, all information, documentation etc. of a confidential or proprietary nature which comes to their knowledge in the course of the Agreement and will not disclose to any third party or use Confidential Information or any part thereof without the other Party's prior written consent provided that Confidential Information may be disclosed to any governmental or regulatory authority requiring such disclosure under law, regulations or rules of an applicable stock exchange.

27.8 SOVEREIGN IMMUNITY

The SP hereby unconditionally and irrevocably:

- (a) agree that the execution, delivery and performance by it of the Agreement constitutes private and commercial acts and not public or governmental acts;
- (b) agrees that should any proceedings be brought against it or its assets by any Party in relation to the Agreement or any transaction contemplated by the Agreement, no immunity, sovereign or otherwise, from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of itself or with respect to any of its assets; and
- (c) waives any such right of immunity, sovereign or otherwise which it or its assets now has or may acquire and / or enjoy in the future in respect of any proceedings brought under or in relation to the Agreement.

27.9 ASSIGNMENT

- (a) The SP shall not assign the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest herein or create or permit to subsist any security over the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest in it, except as permitted by and with prior written approval of the Authority.
- (b) The SP shall not delegate any of its rights and obligations under the Agreement, provided to any third party.
- (c) Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 15 (fifteen) days' notice to the SP, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

27.10 The SP or any of its shareholders, shall not by any act of omission or commission, jeopardize the security clearance obtained from the Government of India and the SP and the shareholders of the SP shall ensure that the necessary and requisite security clearance is maintained at all times.

27.11 NOVATION

27.11.1 During the Concession Period, if the Authority transfers the right to operate and maintain one or more Airport(s) to a third party(ies) then this Agreement for that particular Airport(s) shall novate in favour of the third party. From and after the date of transfer/novation, Authority shall be released of all liabilities and obligations under this Concession Agreement with respect to transferred / novated Airports.

27.11.2 The right and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Concession Agreement between Authority and SP shall be vested in such third party.

27.11.3 The SP agrees and undertakes to indemnify, defend, save and hold harmless the Authority against any and all suits, proceedings, actions, demands and claims for any loss, damage, cost and expense of whatever kind and nature under or in connection with the novation of this Agreement or any part thereof.

27.12 COUNTERPARTS

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement

IN WITNESS whereof "**AAI/AUTHORITY**" and "**SP**" have signed this Agreement through their authorised representatives, as above stated, as of the date first hereinabove mentioned.

For and on behalf of AIRPORTS AUTHORITY OF INDIA	
Signature:	In the presence of: Signature:
Name:	Name:
Designation:	Designation:
For and on behalf of	
Signature:	In the presence of: Signature:
Name:	Name:
Designation:	Designation:

SCHEDULE I PROJECT SCOPE

1. Project Planning

1.1 The overall project implementation of CUPPS, CUSS and BRS largely comprises of two phases, namely:

- **Migration of the existing CUTE systems at the Airports to the new industry standard CUPPS platform or as decided at the time of tender and**
- **New installations of Passenger processing systems at existing Non-CUTE Airports**

It is to be noted that the Service Provider is to provide all deliverables for end to end usage of CUPPS, CUSS and BRS for all the airlines. Furthermore, the Service Provider shall maintain operational management and would provide all accessories, which would ensure a total turnkey operating model. This could include infrastructure such as LAN, end to end connectivity with Airlines Departure Control Systems (DCS), etc.

- a) The Service Provider needs to prepare an Integrated project plan for the entire project. Integrated project plan should provide a detailed drill down of all activities to be undertaken. This includes details of tasks, assigned teams for undertaking responsibilities for the task, schedule of deliverables and milestones, key assumptions and dependencies, associated risks and mitigation plans.
- b) The Service Provider's Integrated project plan should be synchronized with the resource deployment plan proposed; the resource deployment plan shall clearly define onsite and offsite deployment plan and personals under each deployment category along with engagement period for the project.
- c) The Service Provider should use cloud-based Project Management (PM) tool and provide access to the same to key stakeholders identified by AAI. The tool should provide all features related to project management requirements of the project. Also, the PM tool should have function to auto update stakeholders over Email/SMS.
- d) The prepared Integrated project plan should allow teams to track the progress of various deliverables and milestones, through the scheduled review mechanisms.
- e) The acceptance of the Integrated Project Plan by AAI is necessary.
- f) Approval by AAI of the proposed Integrated project plan shall not relieve the Service Provider of any of his duties or responsibilities under the Agreement. However, if the Service Provider's work plans necessitate a disruption/shutdown in operation, the plan shall be mutually discussed and developed, so as to keep such disruption/shutdown to the barest unavoidable minimum.

- g) The program so submitted by the Service Provider shall conform to the requirements and timelines specified in the Agreement.
- h) Any time and cost arising due to failure of the Service Provider to develop/adhere such a work plan shall be to his account.

Deliverables:

<p>Integrated Project Plan including: Milestones Resource deployment Risks and their mitigation plan Dependencies Responsibility matrix Configuration of Project Management Tool Submission of Project Charter including: Risk Management and Mitigation plan Information Security Plan Communication Plan Training & Change management Plan</p>
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1.2 Infrastructure Requirement Study

- a) The Service Provider shall carry out detailed assessment of all Airports to finalize the hardware and infrastructure requirements for installation and commissioning of CUPPS, CUSS and BRS solution including end to end network connectivity. The infrastructure requirement assessment should include (but not limited to) networking and other ICT infrastructure.

1.3 Solution Design

- a) The Service Provider shall design the solution architecture and specifications to meet the functional and technical requirements as per Schedule IV (A) mentioned as part of this Agreement.
- b) The system design should cater to requirements of all stakeholders including passengers, AAI, airport staff, airlines (for monitoring and management and exception handling etc.), help desk and support team.
- c) Service Provider shall be entirely responsible for the design and architecture of the system implemented to satisfy all requirements as described in this document including sizing of the required hardware.

- d) Service Provider shall design the system as a platform that can easily be replicated across Airports as and when required. Also, the system should be scalable and resilient. It should allow easy addition of devices (plug and play) with minimum customization and is ready for future systems.
- e) Table below provide some of key points that needs to be considered for solution designing/ or as decided at the time of tender:

Parameters	Details
General Guidelines	<ol style="list-style-type: none"> 1. The solution design should be based on open industry standards and protocols 2. The solution should be centrally deployed and should have Pan India accessed 3. The solution should be modular, scalable and flexible as a true 'Cloud Deployable' solution.

<p>Open source/COTS</p>	<ol style="list-style-type: none"> 1. Solution components is preferred to be open source and should be provided with enterprise support. 2. While preference must be given to using open source products, specific OEM products may be used when necessary to achieve scale and reliability, if it meets the following requirements: <ol style="list-style-type: none"> i) Every such OEM component/service/product/framework must be wrapped in a vendor neutral API so that at any time the OEM product can be replaced without affecting rest of the system. ii) Proposed system/application/products are latest commercially available versions. iii) Products must be supported in terms of upgrades, bug fixes, functionality enhancements and patches to cater to changes to statutory requirements by their respective OEM for the Concession Period. iv) OEM support should be made available on all deployed versions for the Concession Period. v) it is readily deployable with or without customization to suit the AAI's specific process requirements and does not involve developing the application from scratch or major significant developments in the product 3. It is highlighted that in case of COTS products proposed, Service
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Parameters	Details
	<p>Provider shall provide detailed explanation of selection of the same.</p> <p>4. The CUPPS, CUSS and BRS system should have API driven architecture.</p>
Application	<ol style="list-style-type: none"> 1. The solution design should focus on developing workflow and business transaction, rules management, configuration management. 2. All applications must take into account appropriate security, performance, efficiency and maintainability issues based on the functional, technical and non-functional requirements and the defined SLAs as set out in Schedule V. 3. The solution design should be done in such a manner that components are loosely coupled; ensuring that the application components are treated individually, and dependencies are reduced. The Service Provider should ensure that addition, removal, failure or update of one component has a minimum impact on other components. 4. The solution should not only be modular in nature but be adaptive to converse with other technology components such as platforms and databases, complete with management suites or with the induction of adaptors and interfaces or even smaller bespoke solutions to support the same. 5. The Service Provider should ensure that services should be commissioned in such a way that they can be automated for testing. Test automation is necessary to ensure services can be upgraded, re-factored, etc. without breaking other services that use them. The Service Provider should ensure that all services should be inherently versioned, and all invocations must specify the version of service.
Data Security	<ol style="list-style-type: none"> 1. Service Provider shall provide strategy to maintain data security at the application level 2. Service Provider shall provide strategy to maintain data security at the database level 3. Service Provider shall provide strategy to maintain data security at the messaging and middleware level

Parameters	Details
	<ol style="list-style-type: none"> 4. Service Provider shall provide security strategies when the applications are accessed from outside the network or accessing resources outside the network. 5. Service Provider shall provide strategies of encryption and security for external transaction with partner network and systems
Data	<ol style="list-style-type: none"> 1. Data should only be accessed through application / interfaces to create, update and delete. There should not be any direct access to the data layer for users until and unless authorized by AAI under special circumstances 2. All Self-Service devices used by Passengers such as CUSS etc. should support at least 3 languages (Local Language / Hindi/ English). 3. Passenger related data of airports shall be AAI's property and cannot be used by the Service Provider for any commercial use.

1.4 Acceptance of Equipment and Services

- a) The Service Provider shall prepare and agree with AAI on the detailed plan for Acceptance of Services and ensure it is in line with the implementation plan agreed with AAI.
- b) Service Provider shall submit signed-off UAT report (issue closure report, if any) ensuring all issues raised during UAT are being resolved prior to Acceptance of services.
- c) Service Provider is required to submit compliance reports against Technical Specification criteria of Technical versions as per IATA RP for CUPPS, CUSS and BRS as defined in the Agreement.
- d) Service Provider shall ensure that Acceptance Criteria is met and take approval from AAI team on the same.
- e) Testing and Adherence to Compliances: The Service Provider should successfully complete the Testing Requirements as mentioned under "testing criteria" and submit a compliance report for the same for evaluation.

2. Help Desk Set-up and Operations

2.1 Help Desk Team

- a) The Help Desk team should be set up and fully functional for successful Acceptance from the first installed systems at the Airport.
- b) The Service Provider shall also provide a Toll Free number that will be used for incident logging and monitoring by all Airport system users of the newly installed CUPPS, CUSS and BRS application.
- c) The Service Provider shall provide a Helpdesk Portal to report all incidents/fault. The Helpdesk application shall be accessible to all internal users on the internet/intranet.

2.2 The Help Desk team should comprise of Centralized Help Desk Team

Centralized Help Desk will consist of:	
a)	Call Centre Helpdesk- 24X7 Service Provider Call Centre Helpline (Customer Service Executives)
b)	Applications and Technical Team including Application Support team, System software support, Network support, IT Infrastructure support, Cyber-Security, End-user Peripherals support, etc.

- a) The Centralised Helpdesk team is required to ensure that all users can log incidents through an online portal/ telephone complaint for any technical issues they may face while using the CUPPS, CUSS and BRS.
- b) The Centralised Helpdesk team will be the single point of contact for reporting/resolution of all tickets (queries, errors, incidents and application/infrastructure/operations related issues).
- c) The centralised team will -
 - i) Establish and maintain incident management processes
 - ii) known error documentations (end user systems and telecom devices)
 - iii) real time incident process visibility to users
 - iv) recording and tracking of service requests on service request system (Help Desk System)
 - v) conversion of call management to incident or request management
 - vi) problem recording, investigation and resolution
 - vii) software installation, configuration, routine maintenance, troubleshooting, support etc.

- viii) troubleshooting and over call/email/video conferencing etc. Operations and Maintenance incidents related to Hardware/IT infrastructure support and Maintenance
- d) The applications and technical team will provide support on all technical and application issues relating to the CUPPS, CUSS and BRS.
- e) The call centre shall be operational 24 X 7 hours on all days of the week and is to provide all business and technical support for all the Airport stakeholders using the system. The minimum services envisaged through the call centre includes:
 - (i) Guiding stakeholders to log tickets through helpdesk portal
 - (ii) Logging tickets on behalf of users
 - (iii) Guiding stakeholders on usage of CUPPS, CUSS and BRS
 - (iv) Assisting stakeholders on IT related issues
 - (v) Providing status of ticket
 - (vi) Escalating business related grievances to right authorities within AAI
- f) A Knowledge base/menu structure shall be created for callers in order to allow knowledgeable users to access information more quickly. The information about status/ grievance shall be provided to the callers after their identification based on the required query. The system must have an authentication mechanism through application number/ reference number/DY- ID.
- g) A dual-tone multi-frequency (DTMF) signaling menu service must be available for users to retrieve information from the service. The service shall be accessible in English.
- h) The Service Provider shall provide for the requisite team size in its technical proposal for the call center, in order to adhere to the agreed SLA's.
- i) The Service Provider shall, in consultation with the AAI, design and implement an escalation matrix for providing resolution of issues so reported by the stakeholders through any of the communication channels.
- j) All interactions with Users will be assigned a ticket number and the number will be made available to the user along with the identification of the agent (need not be the real name) without the user having to make a request in this regard, at the beginning of the interaction.
- k) The ticket number shall be linked to the service request of the caller for monitoring purposes. All interactions will be noted on the system.
- l) All the issues on the logging system shall be assigned a severity level

2.3 Helpdesk Operations

The Help Desk Services (Call Centre, Centralized support as well as On-Site as deemed suitable by Service Provider to meet the SLAs) should be available 24 X 7. Some of the major activities and tasks of the Helpdesk Operations Team are (but not limited to):

2.3.1 SLA Compliance

The Helpdesk should comply with SLAs applicable to them as mentioned in this Agreement. Non- adherence to SLAs shall lead to imposition of Damages.

2.3.2 Continuous Improvement:

- a) Prepare knowledge base for frequently reported problems along with the resolution steps/solutions and publish it on the portal.
- b) Publish and continuously update the knowledge base on the website that can enable a user to find a solution to a problem at hand without calling the Helpdesk.
- c) On a monthly basis, the Service Provider shall carry out the analysis of the Helpdesk tickets (open and closed) to identify the recurring incidents and conduct a root cause analysis on them.
- d) The Service Provider shall prepare and submit reports to the AAI team per the mutually agreed reporting structure. These reports shall include but not limited to the following:
 - i) Incident logs (category, severity and status of call etc.)
 - ii) Incidents escalated
 - iii) SLA compliance/non-compliance reports with reasons for non-compliance
 - iv) Problem management
 - v) Detailed analysis of calls containing opportunities for automation, trainings, FAQs, etc.

2.3.3 Reporting a fault

- a) The Help Desk portal and Helpdesk Operations team must be the point of contact for all technical/hardware/application/IT related support issues.
- b) The Help Desk Portal will be available for reporting the faults. This portal includes the telecom support (agent based). The proposed helpdesk solution must provide seamless integration to log incident automatically via system and network management.

- c) Fault can also be reported to the 24x7 Call Centre at any time by telephone/email and the helpdesk receiving such calls shall log the calls in the system.
- d) Fault can also be reported directly to the ground support team by telephone/who on receiving the request shall log on to the system/ use Help Desk Services to get the incident logged in
- e) All incident ticket generation (Ticket I'd) notification (SMS/email – As finalized by AAI) on time to time basis with severity of incident to be sent to AAI designated representative / Airport Director at each airport.
- f) All ticket closure on incident resolution to be implemented only post designated AAI representative at each airport approval
- g) AAI designated representative at each airport to respond within 60 minutes post notification by Service Provider of issue resolution, and SLA measurement will be on hold for the 60 minutes.
- h) Post 60 minutes ticket to be auto closed in case no response from designated AAI representative at each airport.
- i) All interactions with users will be assigned a Service Request number and the number will be made available to the user along with the identification of the agent.
- j) All interactions will be noted on system.
- k) The transactions shall also be monitored – both on line and off line - on a statistically appropriate sampling basis to assess service level as well as delivery effectiveness and for providing training/ feedback to agents.
- l) Electronic acknowledgements should be sent to the user along with a service ticket number immediately on call logging.
- m) Each call would have a unique identifier and in case there is any query/any other request, the stakeholder shall be informed about the call identifier for future tracking purpose.
- n) The Central Helpdesk shall keep the user / AAI designated representative at each airport informed on various stages of ticket resolution for Sev 1 & Sev 2 through email / SMS notification.
- o) Even if the call is forwarded to an external entity, coordination between user and the external entity would be maintained by the Helpdesk along with informing the user on the call status.
- p) Incidents which do not meet SLAs or are exceptional in nature (highly critical, wider spread etc.) shall be escalated as defined in the escalation matrix.

- q) Routing the query received to the concerned team of the Service Provider for resolution of tickets (Issues that the Helpdesk personnel are not able to resolve)
- r) Escalate issues/complaints to the AAI, if necessary, per the escalation matrix agreed upon by AAI.
- s) Notifying users or AAI designated representative at each airport of the incident, problem status and resolution of the tickets over email & SMS.
- t) Fault Prioritization: Once an incident is reported, it will be prioritized as per the Severity level Matrix agreed upon by AAI.
- u) The proposed helpdesk solution must provide users with an option to prioritize faults. It must be able to provide flexibility of incident assignment based on the workload, category, location etc.

2.3.4

- a) Service Level/Response Time
 - i) The Help Desk Services should be available 24X7. All Calls/communication should be answered, and a fault/incident logged in the system by the Help Desk Team
- b) Resolutions
 - i) If the user reports a fault to the Service Provider, the first step – whenever possible – is to attempt troubleshoot the fault or remedy it directly on the telephone; i.e. remotely or through verbal instructions to the user.
 - ii) A field services team including necessary equipment spare will be available 24X7 for a speedy resolution.
- c) Response/Resolution/Intervention Time
 - i) First Call Resolution (FCR): If a fault is reported to the Service Provider, the first step (whenever possible), is to attempt to troubleshoot the fault or remedy it directly on the telephone.
 - ii) The Help Desk services/Field Services team on receiving a fault/incident will also immediately support through Field Services Team as per the SLA mentioned in this Agreement
 - iii) The Field Services Team shall be immediately deployed to respond to the Priority 1 Faults
 - iv) The Help Desk team will also support the user/ Field Services Team via call services (Call to Response)
 - v) The Help Desk team will also get in touch with the OEMs and provide a speedy resolution immediately
 - vi) The Technical/Software support team will provide the required support and services
 - vii) The Service Provider will provide effective remote/on ground services for

rectifying the fault

viii) The Service Provider shall provide its indefinite support: 24x 7.

- d) Restoration Time: Restoration time measures the length of time between the time a fault is received by the Service Desk and ends when functionality is restored/system is up and running as per the functionalities and agreed by the end user.
- e) Escalation Matrix: The Service Provider shall, in consultation with the AAI, design and implement an escalation matrix for providing resolution of issues so reported by the various stakeholders through any of the communication channels.
- f) Successful Resolution to be documented
 - i) The list of features listed above are not exhaustive and it is expected that Service Provider shall design, develop and manage an effective communication system to facilitate stakeholders and maintain a system uptime as per the SLA
 - ii) The Service Provider shall, in consultation with the AAI, decide on the Metrics and Baseline for providing resolution of issues reported by the various stakeholders through any of the communication channels.
 - iii) The same shall be linked/updated in the Service Level Metrics provided in this volume.

2.4 On-site support

- a) The local team has to provide on-site support at the Airports.
- b) Field services team
 - i) should provide the immediate and necessary assistance required in case of system/device/application downtime/outage/others, as and when required. They should undertake the following tasks (but not limited to)
 - ii) immediate on-ground Support for all operations and maintenance incidents related to hardware/IT infrastructure support and maintenance
 - iii) hardware installation, routine maintenance, support etc.
 - iv) spare part management
 - v) reconciliation of inventory and configuration audits
 - vi) point of contact for user complaints and suggestions

2.5 Selection and Deploying of Manpower

- a) The Service Provider shall select & arrange for the adequate level of support, skilled and qualified manpower required for running the Helpdesk.
- b) Language capabilities for help desk team: English, Hindi and Regional Language

2.6 Call-Centre

- a) Development of centralized call centre (with inbound and outbound call facility) to

provide guidance and services related to CUPPS, CUSS and BRS. For the same, a country wide toll free number is to be purchased by the Service Provider.

3. Maintenance

The Service Provider shall maintain all the components of the CUPPS, CUSS and BRS for the Concession Period, for a seamless and smooth operations.

3.1 Application and Hardware Support and Maintenance

- a) Application support includes, but not limited to, production monitoring, troubleshooting and addressing functionality/availability and performance issues and also implementing system change requests etc. The Service Provider shall maintain the application software in good working conditions; and perform changes and upgrades to the applications as requested by the AAI.
- b) Hardware support includes monitoring, troubleshooting, addressing the availability and performance issues, scheduled and on-time repair and maintenance etc. of hardware and devices used in CUPPS, CUSS and BRS.
- c) All tickets related to any issue/complaint/observation about the system shall be maintained in an ITIL compliant comprehensive ticketing solution. Key activities to be performed by the Service Provider during the support and maintenance phase are as follows:

3.1.1 Compliance to KPIs & SLA

The Service Provider shall ensure compliance with KPIs and SLAs as indicated in the Agreement and any upgrades/major changes to the hardware/software shall be planned by the Service Provider while ensuring that the KPIs and SLAs requirements are met at no additional cost to the AAI, and that any downtime required is kept to a bare minimum with prior intimation to the Authority.

3.2 Application Software Maintenance

- a) The Service Provider shall provide continuous and indefinite support through on- site team/telephone/E- mail/ installation visits as required.
- b) For application support, the Service Provider shall assign a dedicated software support team (centralized team for all the indicated airports) as a single point of contact for resolution of all application related issues. This team will receive and resolve all the application related tickets/incidents. In the technical proposal, the Service Provider needs to provide the proposed application support team structure including the number of team members proposed to be deployed along with roles and skills of each.
- c) All patches and upgrades from OEMs shall be implemented by the Service Provider. All patches shall have to be updated on a quarterly basis. Security patches can be updated on immediate basis. These updated and patches should be tested in a "test environment" prior to deployment in the production environment.
- d) Any changes/upgrades to the software performed during the support phase shall be

subject to comprehensive and integrated testing by the Service Provider in order to ensure that the changes implemented in the system meet the specified requirements and do not impact any other existing functions of the system. A detailed process in this regard will be finalized by the Service Provider in consultation with the AAI.

- e) An Issue log shall be maintained by the Service Provider for the errors and bugs identified in the solution as well as any changes implemented in the solution and shall be periodically submitted to the AAI team.
- f) The Service Provider will inform the AAI (at least on a monthly basis) about any new updates/upgrades available for all software components of the solution along with a detailed action report. In case of critical security patches/alerts, the Service Provider shall inform the AAI immediately along with any relevant recommendations. The report shall also contain the Service Provider's recommendations on update/upgrade, benefits, impact analysis etc. The Service Provider shall also submit a plan on the upgrade and updates of the system, including the time required for any updates, as well as any downtime which may be required.
- g) The Service Provider needs to execute updates/upgrades through a formal change management process and subsequently update all documentations and Knowledge databases etc.
- h) The Service Provider will carry out all required updates/upgrades by following defined processes at no additional cost.

3.3 Hardware Warranty and Maintenance and Support

- a) The Service Provider shall provide comprehensive on-site warranty for the entire Concession period.
- b) The Service Provider shall provide continuous support through on-site team/telephone/E- mail/ installation visits as required.
- c) For Hardware support, the Service Provider shall assign a dedicated Field Services team (at all the indicated airports); to act as a single point of contact for resolution of all hardware related issues. This team will receive and resolve all the hardware related tickets/incidents. All spares and consumables to be maintained by the Service Provider.
- d) The Service Provider shall warranty the performance of the installed hardware and software to meet the performance requirements and service levels in the Agreement.
- e) During the Concession period, the Service Provider shall maintain the systems and repair/replace all defective components that are brought to the Service Provider's notice at the installed site, at no additional cost to the AAI. Therefore, the Service Provider is expected to keep the minimum required spares to ensure the SLA's can be met.
- f) The Service Provider shall carry out the scheduled service maintenance (at least quarterly or as agreed between AAI and Service Provider) of the supplied Equipment's so that these devices function properly

- g) The Service Provider shall carry out Corrective Maintenance for maintenance/troubleshooting of supplied hardware/software and support infrastructure problems including network (active/passive) Equipment, security and rectification. The Service Provider shall also maintain complete documentation of problems identified, isolation, cause and rectification procedures for building knowledge base for known problems in the centralized repository, accessible to the AAI team as well.
- h) The Service Provider shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions
- i) The Service Provider will stock and provide adequate on-site and off-site spare parts and spare components to ensure that the uptime commitment per the SLA is met.
- j) Any component that is reported to be down on a given date should be either fully repaired or replaced by a temporary substitute (of equivalent configuration) within the time frame indicated in Service Level Agreement (SLA).

3.4 Problem Identification and Resolution:

- a) The Service Provider shall address all the errors/bugs/gaps at no additional cost during the Concession Period
- b) Errors and bugs that persist for a long time, impact a wider range of users and are difficult to resolve in turn lead to application/hardware hindrances and performance issues. The Service Provider shall resolve all the application and hardware problems through implementation of the identified solution (e.g. system malfunctions, performance problems and data corruption etc.)
- c) Monthly reports on problems identified and resolved would be submitted to the AAI teams along with recommended solutions, including the plans for software updates and any downtimes which may be envisaged.
- d) All SLA reports should be automated and accessible by the AAI teams at the individual Airport level, Regional Level and Head Quarter level.

3.5 Change and Version Control

All planned or emergency changes to any component of the system shall be carried out through the approved Change Management process. For any change, Service Provider shall ensure:

- a) Detailed impact analysis is conducted
- b) All Change plans are backed by Roll back plans
- c) Appropriate communication on change required has taken place
- d) Requisite approvals have been received
- e) Schedules have been adjusted to minimize impact on the Production environment
- f) All associated documentation is updated post stabilization of the implemented change

- g) Version control is maintained for all software changes

The Service Provider shall define the Software Change Management and Version Control Process. For any changes to the solution, the Service Provider has to prepare detailed documentation including proposed changes and impact to the system in terms of functional outcomes/additional features added to the system etc. The Service Provider shall ensure that software and hardware version control is carried out for the entire Concession Period.

3.6 Maintain Configuration Information

The Service Provider shall maintain version control and configuration information for application software and hardware and any relevant system documentation.

3.7 Training

The Service Provider shall conduct trainings for the AAI personnel and all the CUPPS/BRS/CUSS users (Including Airline, Ground Handling Agents, their Supervisors, etc), whenever there is any change in the system functionality. All Training plans have to be mutually agreed on with the AAI team.

4. System Administration, Maintenance & Management Services

The objective of this service is to support and maintain all the Systems provided as a part of this project by the Service Provider, and shall include:

- a) Regular monitoring of all the applications hosted.
- b) Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Necessary Action shall be taken by the Service Provider in accordance with the results of the log analysis. Suitable mechanism has to be maintained for security and forensic related logs or as per requirement of IT Act and that of other government regulations issued from time to time.
- c) Adoption of policies and procedure, compliances, guideline or international standard as defined by the AAI.
- d) Problems shall be logged in at the Help Desk and resolved as per the SLAs defined.
- e) Manage and monitor server configuration, performance and activity of all servers. Performance optimization and reporting - Process and Memory Management, Monitoring CPU performance, Monitoring Memory performance, Monitoring Input / Output performance, Monitoring Ethernet Traffic, etc.
- f) Prepare and keep up to date document containing configurations of all server, IT infrastructure etc.
- g) Hardening servers in line with security policies (ISO 27001:2013 information security control, or later).
- h) Configuration of server parameters, operating systems administration and tuning
- i) Operating system administration, including but not limited to management of users,

processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.

- j) Periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures

5. Application Monitoring Services

The services to be provided by the Service Provider for Application Monitoring which includes following but not limited to:

- a) Web services
- b) Application server
- c) Database server
- d) Middleware
- e) Other components as proposed by SP

6. User Profiles & Account Management

- a) Routine functional changes that include user and access management, creating new report formats, and configuration of reports.
- b) The Service Provider shall perform user ID and group management services. The user-id naming & protocol shall be designed and implemented for all the user ids. Such naming convention and protocol shall be signed-off with the AAI.
- c) The Service Provider shall maintain access controls to protect and limit access to the authorized end users of the Authority.
- d) The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support related to all deployed solutions.
- e) System administration tasks such as managing the access control system, creating and managing users etc.

7. Periodic Reporting

The deployed System shall provide user-friendly reporting for generating and viewing online, MIS reports for services handled during a specified period, and trends as decided by AAI. The MIS reporting system shall be an integrated system. The Service Provider shall provide complete access to the service levels Reporting System including the manner in which the configuration of the system has been done. Full access to generate reports from the systems to AAI officials or its nominees.

Also, in addition to the reports that are identified in the Agreement, it must be appreciated that so far as a particular data is available in the system it should be possible to get a report on that for the sake of helping AAI or its designated agencies in analysis and/or decision making. The system shall provide MIS reporting with multiple "Slice and Dice" options to generate reports in flexible formats based on user specific needs. The MIS reporting requirements can be stated from the following perspectives:

From the deployed system perspective, the reports should present historical, statistical and predictive views in addition to the daily/weekly/monthly views.

In regards to the above, The Service Provider shall submit the following period reports (but not limited to) to AAI:

- a) Updation of Documentation on successful completion of O&M operations for each quarter
- b) Updated system design documents, specifications
- c) Monthly report on the central helpdesk centre operations
- d) SLA and KPIs Monitoring Reports
- e) Develop various MIS reports as required by AAI
 - i) The application shall provide option to AAI to generate MIS reports for various user categories/stakeholders such as AAI/Airports/Airlines/CISF.
 - ii) Online automated dashboard availability for each airport on 24 hourly basis consisting of the following:
 - Total Number of Tickets with Severity levels
 - Total number of tickets resolved within KPI targets as defined for various Severity levels
 - Total number of tickets of all severities breaching KPI measurement targets
 - Total number of tickets breaching availability SLA airport wise
 - iii) The application shall provide option to AAI to share reports with external stakeholders
 - iv) The application shall provide option to AAI to download reports in word, pdf, excel format
- f) Solution shall provide a custom report builder for the Web portal UI.
 - i) MIS report should be auto generated (periodically or need basis) in real time.

8. IT Infrastructure / Hardware / Equipment Support and Maintenance

The Service Provider shall define, develop, implement and adhere to the IT Service Management (ITSM) processes aligned to ITIL framework for all IT Services defined

and managed as part of this project. IT infrastructure support and maintenance include but not limited to the following:

9. Warranty support for deployed Hardware/Equipment/IT infrastructure

- a) The Service Provider shall provide comprehensive on-site warranty for the entire Concession Period.
- b) The Service Provider shall take adequate steps to ensure that none of the hardware/Equipment/IT Infrastructure proposed is declared "End-of-Sale" or "End of Life (EOL)" by the respective OEM during the entire project duration. In case it happens, the Service Provider shall replace the component with equivalent or better component and ensure that there is no impact on the operations and performance.
- c) The Service Provider shall provide comprehensive & on-site manufacturer's warranty with regard to proper design and quality of all hardware, Equipment, accessories etc. covered by the Agreement. The Service Provider must warrant all hardware, Equipment, accessories, spare parts, software etc. procured and implemented per this Agreement against any manufacturing defects during the warranty period.
- d) The Service Provider shall warranty the performance of the installed hardware and software to meet the performance requirements and service levels in the Agreement.
- e) During the project period, the Service Provider shall maintain the systems and repair/replace all defective components that are brought to the Service Provider's notice at the installed site, at no additional cost to the Authority.
- f) The Service Provider shall carry out the scheduled service maintenance (at least monthly) of the Equipment's so that these deployed devices function properly.
- g) The Service Provider shall carry out Corrective Maintenance for maintenance/troubleshooting of supplied hardware/software and support infrastructure problems including network (active/passive) equipment, security and rectification. The Service Provider shall also maintain complete documentation of problems identified, isolation, cause and rectification procedures for building knowledge base for known problems in the centralized repository, accessible to the AAI team as well.
- h) The Service Provider shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions, and ensure that all warranties are in place or a back to back AMC has been provided.
- i) The Service Provider shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures.
- j) The Service Provider will stock and provide adequate on-site and off-site spare parts and spare components to ensure that the uptime commitment per the SLA is met.
- k) Any device that is reported to be down on a given date should be either fully repaired or replaced by a temporary substitute (of equivalent configuration) within the time frame indicated in Service Level Agreement (SLA).
- l) The Service Provider shall introduce a comprehensive Asset Management process &

the appropriate tool to manage the entire lifecycle of every component of the deployed system. This should be compliant to the ITIL standards and configured for CMDB tracking.

10.Information Security Services

The Service Provider is responsible for implementing measures to ensure complete security of the deployed solutions (including its entire environment) and confidentiality of the related data, in conformance with the Applicable Laws, guidelines and Industry Good Practices.

The Service Provider shall constantly monitor the Deployed systems and production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity, availability and security of the system and take necessary remedial and preventive measures.

This monitoring shall be through the security controls including:

- Real-time intrusion detection tools
- Audit review tools
- Manual processes

Service Provider shall develop a detailed security policy for deployed system implementation & maintenance.

The security policy developed by the Service Provider should be updated regularly to keep the security recommendations current and the same shall be implemented.

The Service Provider shall produce and maintain system audit logs on the system for a period agreed by the Service Provider and AAI. The Service Provider will regularly review the audit logs for relevant security exceptions.

The Service Provider will have to maintain strict privacy and confidentiality of all the data it gets access to. Adequate provisions to be made not to allow unrestricted access to the data – in particular the Service Provider cannot give access of data to unauthorised people in the organization. Service Provider cannot sell or part with any data in any form.

11.Manpower Requirements

- a) Service Providers shall assess the requirement of resources to design and implement the solution including number, skill sets and duration and provision the same for implementation of this project and meet the SLAs.
- b) Service Provider has to necessarily maintain a team of requisite size of skilled professionals as per the requirements of the project to meet the SLAs.
- c) Service Provider shall propose the team structure and deployment plan of resources onsite/offsite for the project.
- d) Service Provider shall deploy suitable technical resources for the project as per activities expected to be carried out, and all the resources should be trained in the use of the deployed tools, technologies and should have requisite functional knowledge.

- e) The personnel deployed should be adequately trained and adequate in number to meet all operational, technical, functional and other requirements of the infrastructure and processes of the deployed systems.

12.Exit and Transition Management

The responsibilities of the Service Provider pertaining to exit management after the end of the Agreement for deployed solutions are as follows:-

- a) The Service Provider shall submit its' structured and detailed Transition and Exit Management Plan after 5 (five) year of Acceptance at Airports.
- b) The Service Provider needs to update the Transition and Exit Management Plan two years before the end of the Concession Period and submit the same to AAI for approval and sign-off which shall supersede the initial plan
- c) All risk during transition stage shall be properly documented by the Service Provider and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
- d) Replacement of key resources during exit management shall be subject to AAI approval.
- e) Service Level Agreement responsibilities, during exit, shall belong to the Service Provider.
- f) Immediately prior to the initiation of the exit, the Service Provider shall provide for an updated plan for approval of the AAI.
- g) The Service Provider shall adhere and align itself with the transition and knowledge transfer plan of the new Service Provider.
- h) The Service Provider shall ensure business continuity i.e. business as usual of deployed systems during exit management. The Service Provider shall be in complete ownership of all scope related items.
- i) The transition and exit management period will start 18 months before the expiration of the Agreement.
- j) Closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to AAI

SCHEDULE II

AIRPORT LIST AND EQUIPMENT REQUIREMENT

This is list of Airports and estimated number of Equipment for the Project to be provide by SP.

Note:- Name of airports and quantities of equipments etc. will be decided at the time of tender by authority.

A) Phase I Airport

S.No	Airport Name	CUPPS PACKAGE		CUSS PACKAGE		BOARDING GATE PACKAGE		WORKSTATION		SCANNERS		ULD Printer	
		Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7
1.	AGARTALA												
2.	ALLAHABAD (CE) / PRAYAGRAJ												
3.	AMRITSAR												
4.	AURANGABAD												
5.	BAGDOGRA (CE)												
6.	BHOPAL												
7.	BHUBANESWAR												
8.	CALICUT												
9.	CHANDIGARH												
10.	COIMBATORE												
11.	DEHRADUN												
12.	DIBRUGARH (MOHANBARI)												

S.No	Airport Name	CUPPS PACKAGE		CUSS PACKAGE		BOARDING GATE PACKAGE		WORKSTATION		SCANNERS		ULD Printer	
		Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7
13.	GAYA												
14.	GOA (CE)												
15.	IMPHAL												
16.	INDORE												
17.	JABALPUR												
18.	JAMMU (CE)												
19.	JODHPUR (CE)												
20.	KOLKATA (NSCBI)												
21.	LEH												
22.	MADURAI												
23.	PATNA												
24.	PORTBLAIR (CE)												
25.	PUNE (CE)												
26.	RAIPUR												
27.	RAJAHMUNDRY												
28.	RAJKOT												
29.	RANCHI												

S.No	Airport Name	CUPPS PACKAGE		CUSS PACKAGE		BOARDING GATE PACKAGE		WORKSTATION		SCANNERS		ULD Printer	
		Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1- Yr 7	Year 1	Total Yr 1- Yr 7	Year 1	Total Yr 1 - Yr 7	Year 1	Total Yr 1 - Yr 7
30.	SILCHAR (CE)												
31.	SRINAGAR (CE)												
32.	SURAT												
33.	TIRUCHIRAPALLI (TRICHY)												
34.	TIRUPATI												
35.	UDAIPUR												
36.	VADODARA												
37.	VARANASI												
38.	VIJAYAWADA												
39.	VISAKHAPATNAM (CE)/ VIZAG												
40.	BELGAUM												
41.	CHENNAI												
42.	DARBHANGA												
43.	GORAKHPUR (CE)												
44.	HUBLI												
	Total												

B) TOTAL PASSENGER THROUGHPUT FOR PHASE I AIRPORTS

Total passenger estimates for airports in Phase I from year 1 to year 4 has been provided below.

Year (FY)	Year 1	Year 2	Year 3	Year 4
Total Passenger Through put (million)				

Please note this is the indicative traffic estimation and SP has undertaken its own due-diligence.

C) Non Phase I Airports (Indicative list) < will be revised at the time of tender by authority >

S.N	Name of the Airport	S.N	Name of the Airport	S.N	Name of the Airport
1	ADAMPUR	15	PATHANKOT	29.	KISHANGARH
2	AGATTI	16	SALEM	30.	PORBANDAR
3	BHATINDA	17	TEZPUR	31.	SHILLONG
4	BIKANER	18	DEOGHAR	32.	SHIMLA
5	DIU	19	AGRA	33.	KUSHINAGAR
6	JALGAON	20	BHAVNAGAR	34.	AZAMGARH
7	JAMNAGAR	21	CUDDAPAH	35.	MUIRPUR
8	JORHAT	22	GWALIOR	36.	DIMAPUR
9	KALABURGI	23	KANGRA	37.	JAISALMER
10	KULLU	24	KHAJURAHO	38.	JHARSUGUDA
11	LILABARI	25	KOLHAPUR	39.	KANPUR (CHAKERI)
12	LUDHIANA	26	PUDUCHERRY	40.	MYSORE
13	PAKYONG	27	BHUJ	41.	TUTICORIN
14	PANTNAGAR	28.	KANDLA		

TOTAL EQUIPMENT <will be revised at the time of tender by authority>

A)

This is the list of total number of equipment estimates for the Project to be provided by the SP.

S. No.	Equipment	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
1	CUPPS Package	1241	353	185	18	*	0	0	1797
2	CUSS Package	298	129	40	7	*	0	0	474
3	Boarding Gate Package	382	59	20	12	*	0	0	473
4	BRS Package								
i)	HHT	415	5	20	65	*	0	0	505
ii)	Workstation	136	2	2	10	*	0	0	150
iii)	ULD Printer	68	1	1	5	*	0	0	75

* To be decided based on the actual traffic growth

I). CUPPS Package includes but not limited to:

PC + Keyboard + Mouse + Monitor + BPP + BTP + UPS + BCR + MSR/OCR (International Counters Only) +

1 DCP up to 10 Check-in counters, 1 DCP up to 3 Transfer desks, additional DCP for every 10 additional counters & so on, additional DCP for every 3 transfer desk & so on.

II). Boarding Gate Package includes but not limited to:

PC + Keyboard + Mouse + Monitor + BGR + UPS + DCP + (1 BTP & 1 BPP for every alternate Boarding gates).

Example 1: if there are 5 Boarding Gates then Gate Counters 1, 3 & 5 shall include 1 BTP & 1 BPP each).

Example 2: for 10 Boarding Gates then Gate Counters 1, 3, 5, 7, & 9 shall include 1 BTP & 1 BPP each).

III). BRS Package includes but not limited to:

PC+Keyboard+Mouse+Monitor+UPS+HHT+ULD Printer

IV). CUSS:

CUSS Kiosk with ethernet LAN port + WiFi / GSM +UPS

SCHEDULE III

AAI AIRPORTS SPACE RENT

Rates shall as per latest AAI circular

SCHEDULE IV (A)

**TECHNICAL SPECIFICATIONS AND
STANDARDS**

<will be decided/ revised at the time of tender by authority>

1. CUPPS

Sl. no.	Parameters
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SCHEDULE IV (B) ACCEPTANCE CRITERIA

The SP shall adhere to the applicable minimum acceptance criteria as set out below for respective equipment package type **"Acceptance Criteria"**. Further, the SP acknowledges that the Authority may add additional acceptance criteria from Schedule IV

(A) (Technical Specifications and Standards) as per the requirement for issuance of Acceptance Certificate to the SP in Schedule IV (B)

A) a). Acceptance Criteria for CUPPS Package <<will be revised at the time of tender by authority>

S.No	CUPPS - Check Points (Check-in Counters & Boarding Gates)	Pass / Fail
1	The CUPPS shall allow check-in and gate hardware to be used by multiple airlines.	
2	The CUPPS shall allow airlines to operate in the airline native environment except for initial CUPPS login.	
3	CUPPS Peripherals shall support 2D PDF417 and 1D bar codes as per IATA Recommended Practices.	
4	CUPPS shall allow the check-in desk user to select data for any flight from those that are currently open for check-in.	
5	The Boarding Gate Reader shall be capable of reading all types of boarding pass including ATB, OCR, and 2-D (including QR code) bar codes.	
6	The CUPPS shall provide an automatic and continuous indication of gate no-shows during boarding.	
7	The CUPPS system prints the baggage tags and sends the corresponding baggage information to the Baggage Reconciliation Systems and in future to Baggage Handling Systems (Sortation system)	

b). Acceptance Criteria for CUSS Package

S.No.	CUSS – Check Points	Pass/ Fail
1	The CUSS shall allow check-in hardware to be used by multiple airlines.	
2	The CUSS kiosks shall include a common GUI interface with each airline's name/logo shown.	
3	The passenger shall select the airline for check-in via the touch screen.	
4	The passenger shall be able to perform self-service check-in for the selected airline via the airline specific self-service check-in application.	

5	Once a passenger has completed self-service check-in with a given airline, the kiosk shall return to the main airline selection screen.	
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c). Acceptance Criteria for BRS Package

S.No.	BRS – Check Points	Pass/ Fail
1	The CUPPS system prints the baggage tags and sends the corresponding baggage information to the Baggage Reconciliation Systems and in future to Baggage Handling Systems (Sortation system)	
2	The bar codes will be identified/scanned by wireless handheld terminals.	
3	The AODB will provide the flight information to the BRS through an interface the BRS system to correctly assign the scanned baggage to their outbound flights.	
4	The BRS application shall be capable of sending and receiving BPM data from third party systems (e.g. sortation), time stamping and storing such data within the BRS database.	
5	Capable of obtaining Bag manifest from the system.	

**SCHEDULE V
SERVICE LEVEL AGREEMENTS**

Service Level Agreements <<will be revised at the time of tender by authority>

1.1. Reporting Procedures :

- i. SLA reporting should be done using an automated tool provided by the Services Provider that should furnish reports on a Monthly basis; within 7 days of next month.
- ii. SLA Report should provide Report Airport wise, Device Wise etc.
- iii. SLA reporting should be based on automated logs, and be available online for viewing.
- iv. The SLA performance reports and dashboard in an agreed upon format should be made available on-line.
- v. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.
- vi. SLA reports will be distributed to authorized Management personnel as directed by AAI

CUPPS, CUSS and BRS System Availability SLAs

SLAs for Availability of CUPPS, CUSS, BOARDING GATE & BRS systems at each airport

CUPPS, CUSS & BRS System Availability SLAs					
Sr. No.	Category/ Component	Metric Type	Definition	Target	Damage
1	Availability of CUPPS, CUSS & BRS systems at each airport including all functionalities and services.	Availability	Metric: % of Uptime for any of the parameters Formula: $\text{Uptime \%} = \left\{ 1 - \frac{[(\text{Total Downtime}) / (\text{Total Time} - \text{Planned Downtime})]} \right\} * 100$ Total Downtime - Total cumulative time of any of the parameters defined above for number of CUPPS, CUSS & BRS packages. Planned Downtime - Total maintenance time for number of CUPPS, CUSS & BRS packages as defined and agreed upon by SP and AAI and not attributable to SP. Total Time - 24 X 7 measured over a period of month. Period of Measurement: Monthly	$\geq 99.50\%$	Nil
				$< 99.50\%$ and $\geq 99.40\%$	0.1% of Monthly Revenue Share Fee payment at individual airport
				$< 99.40\%$ and $\geq 99.0\%$	0.5% of Monthly Revenue Share Fee payment at individual airport
				$< 99.00\%$ and $\geq 98.00\%$	1% of Monthly Revenue Share Fee payment at individual airport
				$< 98.00\%$ and $\geq 95.00\%$	3% of Monthly Revenue Share Fee payment at individual airport
				$< 95.0\%$ and $\geq 90\%$	5% of Monthly Revenue Share Fee payment at individual airport
				$> 90.00\%$	10% of Monthly Revenue Share Fee payment at individual airport

Where:

“Downtime” is measured from the time the application becomes unavailable (due to any reasons whatsoever attributable to the SP) for business processing to the end user to the time it becomes fully available for the above stated business processes. Any scheduled outages planned in advance and are not attributable to SP shall be excluded from SLA calculation. Such Downtime shall be undertaken only after prior approval from AAI. It is to be noted that for each time downtime request, a written consent will have to be taken by SP under category of “non-attributable” to SP;

Illustration:

A) Total cumulative Hours for all packages at an airport:

a) For CUPPS package

i) Daily Uptime % CUPPS

Date	Total Hours in a day									
1 April 2022	00:00 01:00	01:00 - 02:00	02:00 - 03:00	03:00 04:00	04:00 - 05:00	05:00 06:00	06:00 - 07:00	.....	23:00 - 24:00	Total
Total Package	100	100	100	100	100	100	100	100	100	900
Package Unavailable	5			4		5				14
Planned Down time		20		20			20			60
Uptime %	95.0%	100.0%	100.0%	95.0%	100.0%	95.0%	100.0%	100.0%	100.0%	98.3%

Date	Total Hours in a day									
30 April 2022	00:00- 01:00	01:00-02:00	02:00- 03:00	03:00-04:00	04:00-05:00	05:00-06:00	06:00-07:00	.....	23:00 - 24:00	Total
Total Package	100	100	100	100	100	100	100	100	100	900
Package Unavailable			10	4		15			5	34
Planned Down time	10			10			20			40

Uptime %	100.0%	100.0%	90.0%	95.6%	100.0%	85.0%	100.0%	100.0%	100.0%	95.0%	96.0%
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ii) Per Month Uptime % CUPPS

	1-Apr-22	30-Apr-22	Average Uptime %
Daily Uptime	98.30%									96%	97.15%

b) For CUSS Package

i) Daily Uptime % CUSS

Date	Total Hours in a day										
1 April 2022	00:00 - 01:00	01:00 - 02:00	02:00 - 03:00	03:00 - 04:00	04:00 - 05:00	05:00 - 06:00	06:00 - 07:00	.....	23:00 - 24:00	Total	
Total Package	50	50	50	50	50	50	50	50	50	450	
Package Unavailable	10		5	0		5				20	
Planned Down time		3			8	10				21	
Uptime %	80.0%	100.0%	90.0%	100.0%	100.0%	87.5%	100.0%	100.0%	100.0%	95.3%	

Date	Total Hours in a day										
30 April 2022	00:00 - 01:00	01:00 - 02:00	02:00 - 03:00	03:00 - 04:00	04:00 - 05:00	05:00 - 06:00	06:00 - 07:00	.....	23:00 - 24:00	Total	
Total Package	50	50	50	50	50	50	50	50	50	450	
Package Unavailable		5	8		10					23	
Planned Down time	4			10	5		10			29	
Uptime %	100.0%	90.0%	84.0%	100.0%	77.8%	100.0%	100.0%	100.0%	100.0%	94.5%	

ii) Per Month Uptime % CUSS

	1-Apr-22	.....	.....	.....	.....	.....	.....	.....	.....	.....	30-Apr-22	Average Uptime %
Daily Uptime	95.30%										94.5%	94.90%

c) For Boarding Gate Package

i) Daily Uptime % Boarding Gate

Date	Total Hours in a day										
1 April 2022	00:00 - 01:00	01:00 - 02:00	02:00 - 03:00	03:00 - 04:00	04:00 - 05:00	05:00 - 06:00	06:00 - 07:00	.....	23:00 - 24:00	Total	
Total Package	75	75	75	75	75	75	75	75	75	75	675
Package Unavailable		5	10		8					5	28
Planned Down time	2			3	8		10			10	33
Uptime %	100.0%	93.3%	86.7%	100.0%	88.1%	100.0%	100.0%	100.0%	100.0%	92.3%	95.6%

Date	Total Hours in a day										
30 April 2022	00:00 - 01:00	01:00 - 02:00	02:00 - 03:00	03:00 - 04:00	04:00 - 05:00	05:00 - 06:00	06:00 - 07:00	.....	23:00 - 24:00	Total	
Total Package	75	75	75	75	75	75	75	75	75	75	675
Package Unavailable	2			4	10	10				4	30
Planned Down time	4			10	5		10				29
Uptime %	97.2%	100.0%	100.0%	93.8%	85.7%	86.7%	100.0%	100.0%	100.0%	94.7%	95.4%

ii) Per Month Uptime % Boarding Gate

	1-Apr-22	.....	.....	.....	.....	.....	.....	.....	.....	.....	30-Apr-22	Average Uptime %
Daily Uptime	95.60%										95.4%	95.50%

d) For BRS Package

i) Daily Uptime % BRS

Date	Total Hours in a day									
1 April 2022	00:00 - 01:00	01:00 - 02:00	02:00 - 03:00	03:00 - 04:00	04:00 - 05:00	05:00 - 06:00	06:00 - 07:00	.....	23:00 - 24:00	Total
Total Package	110	110	110	110	110	110	110	110	110	990
Package Unavailable	10	10	10						20	50
Planned Down time	2			3	8		10		10	33
Uptime %	90.7%	90.9%	90.9%	100.0%	100.0%	100.0%	100.0%	100.0%	80.0%	94.8%

Date	Total Hours in a day									
30 April 2022	00:00 - 01:00	01:00 - 02:00	02:00 - 03:00	03:00 - 04:00	04:00 - 05:00	05:00 - 06:00	06:00 - 07:00	.....	23:00 - 24:00	Total
Total Package	110	110	110	110	110	110	110	110	110	990
Package Unavailable			20	4	10				10	44
Planned Down time	4			10	5		10		10	39
Uptime %	100.0%	100.0%	81.8%	96.0%	90.5%	100.0%	100.0%	100.0%	90.0%	95.4%

ii) Per Month Uptime % BRS

	1-Apr-22	.....	.....	.....	.....	.....	.....	.....	.....	30-Apr-22	Average Uptime %
Daily Uptime	94.80%									95.4%	95.10%

e) Uptime % for April 2022 month

	Apr-22				Average Uptime %
Packages	CUPPS	CUSS	BG	BRS	April
Uptime %	97.15%	94.90%	95.50%	95.10%	95.66%

Based on the average availability Uptime above, monthly damages shall be calculated.

Sr. No.	Category	Metric Type	Definition	Target	Damage
2	Bandwidth Utilisation at each airport.	Utilisation	<p>Metric: % of Bandwidth Utilisation at each airport. For Network bandwidth Utilisation, SP will set the threshold at 70.00 % Utilisation of each airport.</p> <p>From SLA perspective the number of instances will be counted, as number of days, when the hourly average bandwidth utilisation exceeds the threshold value at least three times in a day (24hrs)</p> <p>Formula: Target = 3 instances of exceeding 70.00% Utilisation in a day (24 hours).</p> <p>Total Instances - Total cumulative instances of the parameters defined above.</p> <p>Planned Downtime -Total maintenance time as defined and agreed upon by Service Provider and AAI and not</p>	<p>>=70.00% 3 instances in a day, with each instance below 5 minutes each.</p> <p>For every 1 instance exceeding 70.00% bandwidth Utilisation in a day beyond the threshold target, 0.1% of Monthly Revenue Share Fee will be deducted.</p>	<p>Nil</p> <p>For every 1 instance exceeding 70.00% bandwidth Utilisation in a day beyond the threshold target, 0.1% of Monthly Revenue Share</p>

Sr. No.	Category	Metric Type	Definition	Target	Damage
			<p>attributable to Service Provider.</p> <p>Total Time - 24 X 7 measured over a period of month. Period of Measurement: Monthly</p>		Fee payment at individual airport will be deducted
3	Percentage of reopened incidents		<p>For all incidents which are designated resolved by the Service Provider, but are re-opened by the client/User. This is calculated for all incidents reported within the month.</p> <p>Target: <= 2%</p>	<= 2%	Nil
				>2% and <=4% incidents	0.1% of Monthly Revenue Share Fee payment at individual airport
				>4% and <=6% incidents	0.5% of Monthly Revenue Share Fee payment at individual airport
				>6% and <=8% incidents	0.75% of Monthly Revenue Share Fee payment at individual

Sr. No.	Category	Metric Type	Definition	Target	Damage
					airport
				>8% incidents	1% of Monthly Revenue Share Fee payment at individual airport
4.	Submission of Root Cause Analysis (RCA) reports		For all Level 1 Severity incidents resolved during the month, SP to submit RCA reports. Target: Average within 30 Days	<=30 Days	Nil
				>30 and <=45 Days	0.1% of Monthly Revenue Share Fee payment at individual airport.
				>45 and <=60 Days	0.5% of Monthly Revenue Share Fee payment at individual airport.
				>60 Days	0.75% of Monthly Revenue Share Fee payment at individual

				airport.
5.	Submission of Achieving Key Performance Indicators	Availability of reports for all KPIs, which are listed in tender. Target: 100%	<100% up to 7 days	Nil
			<100% for more than 7 days	1% of Monthly Revenue Share Fee payment at individual airport.

1.2. Key Performance Indicators (KPIs)

Key performance indicators form an important part of the information required to determine and explain how, Authority needs to progress towards, its business and growth/marketing goals.

A key performance indicator is a quantifiable measure that Authority needs to determine, how well it meets the set operational and strategic goals. KPI's would be more valuable information to the Authority to review the KPI's based on the operational indicator KPIs should be:

- Specific - Should be straight forward and emphasis, what is required
- Measurable - Should be measurable else can't determine what's been achieved
- Achievable - Must be possible to achieve with an acceptable investment of time & resource
- Relevant - Achieving the target must contribute to the overall business requirement & mission
- Timely - Must be something which can be achieved & measured for the timely reporting

In the table below an extract of the listed KPI's under the annexure is represented here. These show the top 7 KPIs out of the list. Once these KPI's are monitored adequately, other KPIs should be looked into to ensure smooth operations and enabling the authority to move

to the next level of service delivery.

#	KPI Parameter	Definition	Target
1.	Availability of each Toll- Free Lines at Help Desk Location	<p>Uptime = {1 - [(Toll Free Line downtime) / (Total Time)]}</p> <p>Total Time shall be measured as defined in RFP</p> <p>Downtime shall be measured from the time the Toll Free Line at a help desk becomes unavailable to the respective users to the time it becomes available</p>	>=95%
2.	Call Queue Waiting time	<p>Measured as % of calls where 'call queue waiting time' is less than 2 minutes.</p> <p>Call queue waiting time is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent.</p>	>=95%
3.	Time to Resolve – Severity 1	<p>Time taken to resolve the reported problem.</p> <p>Target: 100% of the incidents should be resolved within 60 minutes of problem reporting</p> <p>Severity Level as defined in RFP.</p>	>=99.50%

4.	Time to Resolve –	Time taken to resolve the reported problem.	>=99.50%
	Severity 2	Target: 100% of the incidents should be resolved within 4 hours of problem reporting Severity Level as defined in RFP.	
5	Time to Resolve – Severity 3	Time taken to resolve the reported problem. Target: 100% of the incidents should be resolved within 12 hours of problem reporting Severity Level as defined in RFP.	>=99.50%
6	Time to Resolve – Severity 4	Time taken to resolve the reported problem. Target: 100% of the incidents should be resolved within 24 hours of problem reporting Severity Level as defined in RFP.	>=99.50%
7	MIS & Dashboard Delivery	Agreed SLAs monthly report and dashboard delivery online and on email. Target: 100% of the reports and dashboard delivery online and on email. should be resolved within 24 hours of problem reporting.	>= 100 %

<p>Sev 1</p>	<p>High Severity incidents which have a critical business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> • Full system outage and backend infrastructure • Entire application services not available • Security Incidents • Data Theft/loss/corruption • Severe impact on customer satisfaction/AAI reputation – adverse media publicity • No work-around to mitigate the disruption in service • Repeat calls (same incident that has occurred earlier and reported more than 05 times in a day) • Any incident that prevents 10% or more users from using the application • Any Incident/ SR escalated by AAI’s Project In-Charge or any authorized personnel by him as High Priority 	<p>Within 01 Hour</p>
<p>Sev 2</p>	<p>Medium Severity incidents which have a significant business impact. These are concerns needing attention as quickly as possible but will not cause business processes to fail within one day. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> • Part of the Application not available or not working as desired • Zone wise outage • Internal User escalations for slow response of Applications/ System impacting the efficiency of users 	<p>Within 04 Hours</p>

Sev 3	<p>Low Severity incidents which have a minimal business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> • Outage of any one device or field component • No impact on processing of normal business activities. • A low impact on the efficiency of users • Has a simple workaround • Enhancement requests like Cosmetic User Interface changes, etc. 	Within 12 Hours
Sev 4	<p>Service request is a user request. These will have an of the following characteristics:</p> <ul style="list-style-type: none"> • Information/advice request • A standard change that is low risk • Access to an IT service. 	Within 24 Hours

SCHEDULE VI

EXIT MANAGEMENT PLAN

1. PURPOSE

- (i) This Schedule sets out the provisions which will apply six (6) months prior to expiry of the Concession Period or from the Effective Date of Termination of the Agreement. In the case of Termination of any part of the Agreement or Services, the provisions of this Schedule shall, *mutatis mutandis*, apply to the part of Agreement or Services terminated.
- (ii) In this Schedule, the term '**Replacement SP**' shall mean any third party that AAI or its nominated agencies appoint to replace the SP upon expiry of the Concession Period or earlier Termination of this Agreement to undertake the Services or part thereof;
- (iii) The SP shall ensure that its Members, respective associated entities and SP to carry out their respective obligations set out in this Exit Management Schedule.
- (iv) The SP will pass on to the AAI and/or to the Replacement SP, the subsisting rights in any licensed products on terms not less favourable to the AAI/ the Replacement SP, than that enjoyed by the SP
- (v) In case of the Agreement being terminated by the AAI, the AAI reserves the right to ask the SP to continue providing the Services for a period of 6(six) months after Termination Notice are issued and the SP shall be obliged to provide such Services for such period without any impediment in the quality of SLAs.

2. COOPERATION AND PROVISION OF INFORMATION

- (i) During the exit management period:
 - a) The SP will allow the AAI or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the Services to enable the AAI to assess the existing services being delivered;
 - b) The SP, on reasonable request by the AAI, shall promptly provide access to and copies (hard and soft copies as deemed necessary by the AAI) of all information held or controlled by the SP which it has prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the previous SP or the SP). The AAI shall be entitled to copy of all such information. Such information shall include details pertaining to the Services rendered and other performance data. The SP shall permit the AAI and/or its nominated agencies to have reasonable access to the employees engaged for

providing services and facilities as reasonably required by the AAI to understand the methods of delivery of the services employed by the SP and to assist appropriate knowledge transfer.

- (ii) During the exit management period, the Replacement SP shall submit periodic reports on the progress of the transition with the AAI and the SP. The SP shall ensure that any issues and gaps highlighted in such reports shall be resolved to the satisfaction of the AAI.

3. CONFIDENTIAL INFORMATION, SECURITY AND DATA

- (i) The SP will promptly on the commencement of the exit management period supply to the AAI or its nominated agency the following:
 - a) information relating to the current works rendered and customer in relation to the works;
 - b) Documentation relating to Project's Intellectual Property Rights;
 - c) all current and updated data as is reasonably required for purposes of the AAI or its nominated agencies transitioning the works to its Replacement SP in a readily available format nominated by the AAI and/or its nominated agency;
 - d) all other information (including but not limited to documents, records and agreements) relating to the Services reasonably necessary to enable the AAI or its nominated agencies, or its Replacement SP to carry out due diligence in order to transition the provision of the Services to the AAI or its nominated agencies, or its Replacement SP (as the case may be).
- (ii) Before the expiry of the exit management period, the SP shall deliver to the AAI or its nominated agency all new or up-dated materials from the categories set out above (or any other information and data requested by the AAI) and shall not retain any copies thereof, except that the SP may be permitted to retain one copy of such materials for archival purposes only as approved by the AAI.
- (iii) On completion of the exit management period, the SP shall delete all confidential information and data from the SP's system, upon approval from AAI and shall provide a certificate to the AAI stating the completion of deletion of all such data and information.

4. EMPLOYEES

Promptly, on reasonable request at any time during the exit management period, the SP shall, subject to Applicable Laws, restraints and regulations (including in particular those relating to privacy) provide to the AAI or its nominated agency a list of all employees (with job titles and contact information) of the SP and its sub-contractor dedicated to providing the works at the commencement of the exit

management period.

5. TRANSFER OF CERTAIN AGREEMENTS

On request by the AAI or its nominated agency the SP shall effect such assignments, transfers, licences and sub-licences as the AAI may require in favour of the AAI or its nominated agencies or its Replacement SP in relation to any equipment lease, maintenance or service provision agreement between the SP and third party lessors, SPs, and which are related to the works and reasonably necessary for the carrying out of replacement works by the AAI or its nominated agency or its Replacement SP.

6. GENERAL OBLIGATIONS OF THE SP

- (i) The SP shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to the AAI or its nominated agency or its Replacement SP and which the SP has in its possession or control at any time during the exit management period.
- (ii) For the purposes of this Schedule, anything in the possession or control of any SP, associated entity, or sub-contractor is deemed to be in the possession or control of the SP.
- (iii) The SP shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

7. EXIT MANAGEMENT PLAN

- (i) The SP shall provide to the AAI or its nominated agency with a recommended exit management plan ("**Exit Management Plan**") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the various phases of the Project:
 - (a) a detailed program of the transfer process that could be used in conjunction with a Replacement SP including details of the means to be used to ensure continuing provision of the works and services throughout the transfer process or until the cessation of the works and services and of the management structure to be used during the transfer;
 - (b) plans for the communication with such of the SP's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the AAI's operations as a result of undertaking the transfer;
 - (c) (if applicable) proposed arrangements for the segregation of the SP's networks from the networks employed by the AAI and identification of specific security tasks necessary at Termination;
 - (d) Plans for provision of contingent support to the AAI, and Replacement SP for a reasonable period after transfer.
- (ii) Exit Management Plan shall be presented by the SP to and approved by the AAI

- or its nominated agencies.
- (iii) The terms of payment as stated in Article 15 include the costs of the SP complying with its obligations under this Schedule.
 - (iv) In the event of Termination of the Agreement/ Services or any part thereof, or 6 months prior to expiry of the Concession Period, each Party shall comply with the Exit Management Plan envisaged in this Schedule.
 - (v) During the exit management period, the SP shall use its best efforts to deliver the works and services.
 - (vi) Payments during the Exit Management period shall be made in accordance with payment terms relating to Article 14 and the express provisions of the Agreement.

SCHEDULE VII
if required

TEMPLATE FOR THE ASSET PURCHASE AGREEMENT
or as decided at the time of tender if required

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into on the [Insert Date], is made at _____, India on this _____ day of _____, 20 ... by and between:

THE AIRPORTS AUTHORITY OF INDIA, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, New Delhi, hereinafter referred to as the "**Seller** or the "**Authority**" or "**AAI**" which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) of the FIRST PART.

AND

[●], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at [●] (hereinafter referred to as "**Purchaser**" or the "**SP**" which term shall unless excluded by or is repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of the OTHER PART.

The Seller and the Purchaser shall be individually referred to as a "Party" hereinafter referred as each a "Party" and together the "Parties".

WHEREAS:

- A. AAI is engaged in the development, operations and maintenance of Airport in India under the Airports Authority of India Act, 1994. As a part of this endeavour, the Authority envisages to build a future ready ecosystem to enhance passenger experience, agile IT infrastructure and improve passenger processing operational efficiency comparable to international standards at AAI managed Airports.
- B. In furtherance thereto, the Authority had invited Bids, through an open international competitive bidding process, in accordance with the terms and conditions as set out in its Request for Proposal No. _____ dated _____ (hereinafter referred to as "**Request for Proposal**" or **RFP**") which term shall include all corrigendum, addendums, modifications and clarifications issued by AAI with reference to the RFP) for the selection of an entity which shall be responsible for undertaking, inter alia, the provision of passenger processing systems (CUPPS, CUSS and BRS) on Monthly Revenue Share basis at AAI managed Airports.
- C. Pursuant to the aforesaid process, along with other bidders, [●] had submitted its bid dated

_____ (hereinafter referred to as the '**Bid**', which term shall include all clarifications and additional documents submitted by the SP with reference to the Bid) and after evaluation of the Bids received, the Authority has accepted the Bid of the [●] ("Selected Bidder/Consortium") and had issued it a Letter of Award bearing No _____ dated _____ (hereinafter called the "**LOA**"), prescribing *inter alia*, the execution of this Agreement within the time period prescribed in the RFP, through a Special Purpose Vehicle.

- D. The Selected Bidder has since promoted and incorporated such Special Purpose Vehicle as the SP under the Companies Act, 2013 in accordance with the terms of the RFP, and has requested the Authority to accept the SP as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into the Concession Agreement for undertaking the provision of passenger processing systems (CUPPS, CUSS and BRS) on Monthly Revenue Share basis at AAI managed Airports.
- E. AAI owns some of the passenger processing systems deployed at its Airports. Details of such equipment (type, number, name of the Airport) has been provided in Schedule I ("**AAI Equipment**"). As part of the terms and conditions of the RFP read with the bidding documents, the SP (hereinafter referred to as the "**Purchaser**") is required to purchase these AAI Equipment on 'as is' basis from AAI in accordance with the terms and conditions set out in this Agreement by paying an amount as mentioned in Schedule 1 of this Agreement as per the terms and conditions of this Agreement.
- F. Pursuant thereto, the Purchaser shall within 15 (fifteen) days of its incorporation, execute this Agreement as per the below stated terms.

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

ARTICLE 1 DEFINITIONS

1.1 Definitions

Whenever used in this Agreement the following words and terms shall have the meanings set out below:

In this Agreement:

- (a) **"AAI" or "Authority"** means the Airports Authority of India, established under the Airport Authority of India Act, 1994;
- (b) **"AAI Equipment"** shall have the meaning as set out in Recital E of this Agreement;
- (c) **"Agreement"** means this Asset Purchase Agreement, including all schedules, and all supplements, amendments or restatements, as permitted, and references to **"Article"**, **"Clause"** or **"Schedule"** mean the specified Article or Clause of, or Schedule to, this Agreement;
- (d) **"Agreement Effective Date"** shall mean the date of execution of this Agreement by and between the Parties;
- (e) **"Applicable Laws"** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under Authority of any Governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any Governmental Authorities, as may be in force or effect during the subsistence of the bidding documents;
- (f) **"Applicable Permits"** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Project or in respect of the Agreement as may be required to execute, give effect to, and perform the Agreement and the approvals and consents required from Authority or any other Governmental Authority pursuant to this Agreement, including any third party approvals as may be required by the Purchaser;
- (g) **"Arbitration Act"** shall have the meaning as set out in Clause 9.3 of this Agreement;
- (h) **"Bid"** shall have the meaning as set out in Recital C of this Agreement;

- (i) "**Closing**" means the closing of each of the conditions as set out under Article 7 of this Agreement;
- (j) "**Closing Date**" means the date on which Closing occurs but shall be no later than 240 days of issuance of LOIA;
- (k) "**Closing Time**" has the meaning ascribed thereto in Clause 7.1;
- (l) "**Companies Act**" shall mean the (Indian) Companies Act, 2013, any amendments or re-enactments thereto or any other legislation governing the incorporation and existence of companies in India;
- (m) "**Consent**" means any approval, authorization, consent, order, license, permission, permit (including any environmental permit), qualification, exemption or waiver by any Governmental Authority or other person;
- (n) "**Dispute**" shall have the meaning as set out in Clause 9.2;
- (o) "Mediation Mechanism shall have the meaning as set out in Clause 9.3;
- (p) "**Encumbrances**" means, in relation to the Equipment, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Equipment, where applicable herein;
- (q) **[Deleted]**;
- (r) "**Governmental Authority**" shall mean any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/ entity having or purporting to have jurisdiction on the Parties to the Agreements, including the GoI or any other regulatory authority appointed by the GoI having jurisdiction in relation to the subject matter of the Agreements under Applicable Law, the BCAS, CISF and shall where appropriate include Authority;
- (s) "**Government Instrumentality**" means any department, division or sub-division of the Government of India and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat under the control of the Government of India as the case may be, and having jurisdiction over all or any part of the Airport or the performance of all or any of the services or obligations of the Purchase;
- (t) "**Inception Period**" shall mean the period from the Agreement Effective Date until the Closing Date;

- (u) **"INR" or "Rs."** shall mean Indian Rupee being the lawful currency of Republic of India;
- (v) **"Liabilities"** shall mean any obligation, liability or indebtedness of any kind, character or description, whether absolute, contingent, accrued, liquidated, unliquidated, known, unknown,

executory or otherwise, and shall include but not be limited to the following, in relation to the AAI Equipment:

- (a) All Liabilities relating to Taxes and statutory dues in respect of the period prior to the Closing;
- (b) All obligations under any, or liability of the Seller with respect to any breach of, any contract or other agreement prior to or on the Closing;

(w) **"Concession Agreement"** means the Concession agreement dated [*insert date*] executed between AAI and the Purchaser for the provision of Services as per the terms and conditions set out in the RFP and other bidding documents;

(x) **[Deleted]**;

(y) **[Deleted]**;

(aa) **"Purchaser"** has the meaning ascribed thereto in the Recital E of this Agreement;

(bb) **"Purchase Consideration"** shall mean the price being the lump sum amount, agreed for the sale and transfer of the AAI Equipment that is payable by the Purchaser to the Seller in accordance with Article 3 of this Agreement.

(cc) **"RFP" or "Rfp"** shall have the meaning as set out in Recital B of this Agreement;

(dd) **"Representative"** means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates and shall include each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Affiliate;

(ee) **"Selected Bidder"** shall mean the Bidder selected by AAI, pursuant to the process laid down in the RFP and to whom the Letter of Award for the Project has been issued;

(f) **"Tax" or "Taxes"** means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable tax legislation;

(gg) **"Termination"** means the termination of this Agreement hereunder;

- (hh) "**Transaction**" means the purchase and sale of all of the AAI Equipment including the right, title and interest therein, if any, contemplated by this Agreement;

1.2 INTERPRETATIONS

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

- (i) Words denoting the singular number shall include the plural and *vice versa*;
- (ii) Heading and bold typeface are only for convenience and shall not affect the construction of this Agreement;
- (iii) References to the word "include" or "including" or "such as" shall be construed without limitation;
- (iv) References to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented;
- (v) A reference to a clause or a statute is, unless indicated to the contrary, a reference to a clause or schedule of this Agreement;
- (vi) References to terms in this Agreement, shall also be construed to include reference to terms as set out in the RFP and the Concession Agreement;
- (vii) Words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
- (viii) References to dates and times shall be construed to be references to Indian dates and times;
- (ix) The Letter of Award shall form an integral part of this Agreement and shall be read along with this Agreement;
- (x) In addition to terms defined in Article 1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires; and
- (xi) Any consent or approval required from the Authority under this Agreement shall mean the prior written consent of the Authority.
- (xii) The rule of construction, if any, that a contract should be interpreted against the Parties responsible for drafting and preparations thereof, shall not apply.
- (xiii) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of

the essence.

- (xiv) The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

ARTICLE 2

PURCHASE AND SALE OF AAI EQUIPMENT

2.1 Agreement of Purchase and Sale

At the Closing and subject to the terms and conditions of this Agreement, the Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from the Seller, all the AAI Equipment including the rights, title, and interest therein, owned by the Seller and held or used in the Seller's business.

2.2 [Intentionally left blank]

2.3 Title and Risk

Subject to the terms and conditions of this Agreement, title to and risk in the AAI Equipment shall pass to the Purchaser at the Closing.

ARTICLE 3
PURCHASE CONSIDERATION

3.1 Determination of Purchase Consideration

The Purchase Consideration for the sale and transfer of the AAI Equipment, exclusive of all applicable Taxes, shall be on 'as is' basis from AAI in accordance with the terms and conditions set out in this Agreement by paying an amount of INR [*Insert purchase price*] ("**Purchase Consideration**"), equivalent to amount as mentioned in Schedule 1 of this Agreement.

The Parties hereinafter agrees to allocate the Purchase Consideration and payment of the same to AAI, among the AAI Equipment in such manner as set out in this Schedule 1 prior to the Closing. The Parties shall report the sale and purchase of the AAI Equipment for all tax purposes in a manner consistent with such allocation, and will complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations of the Seller

The Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) It is duly incorporated, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the Transaction contemplated hereby;
- (c) The Seller is the sole registered and beneficial owner of the AAI Equipment with good and marketable title thereto, and on the Closing Date, the AAI Equipment shall be free of all Encumbrances. There are no agreements or restrictions which in any way limit or restrict the transfer to the Purchaser of any of the AAI Equipment;
- (d) it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (e) All the AAI Equipment being sold by the Seller are in good operating condition and in a state of good maintenance and repair having regard to the use to which the assets are put and the age thereof, subject to regular wear and tear;
- (f) The books and records of the Seller maintained in respect of the AAI Equipment accurately and timely record all existing AAI Equipment of the Seller;
- (g) The Seller has duly and timely paid all Taxes. There are no outstanding Tax liens that have been filed by any Governmental Authority against any of the AAI Equipment;
- (h) The Seller has not received from any Governmental body any (i) notice indicating an intent to open an audit or other review, (ii) request for information related to Tax matters, or (iii) notice of deficiency which may result in or adversely affect completing the Transaction contemplated under this Agreement;

- (i) There are no actions, suits, proceedings, audits, investigations, enquiries, reassessments or claims pending against the Seller in respect of the AAI Equipment, nor has any such event been asserted or threatened against the Seller.

4.2 Representations of the Purchaser

The Seller is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) it is duly recognised and validly existing and in good standing under the laws in which it is incorporated;
- (b) it has full power and authority to execute; deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to buy the AAI Equipment;
- (e) it has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement;
- (f) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (g) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Purchaser's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets are bound by or affected;
- (i) there are no actions, suits, proceedings or investigations pending to the Purchaser's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Purchaser's event of default as defined in the Concession Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in material adverse effect and no fact or circumstance exists which

may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- (k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal Liabilities which in the aggregate have or may have Material Adverse Effect;
- (l) no representation or warranty by the Purchaser contained herein or in any other document furnished by it to the Seller or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (m) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Purchaser to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Seller or its nominated agencies in connection therewith;
- (n) all undertakings and obligations of the Purchaser arising from the RFP or otherwise shall be binding on the Purchaser as if they form part of this Agreement;
- (o) without prejudice to any express provision contained in this Agreement, the Purchaser acknowledges that prior to the execution of this Agreement or the Concession Agreement, whichever is earlier, the Purchaser has after a complete and careful examination made an independent evaluation of the AAI Equipment, requirements, and commercial viability of the AAI Equipment, and the information provided to it by the Authority and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Purchaser in the course of performance of its obligations hereunder.

ARTICLE 5 COVENANTS

5.1 Pre-Closing Cooperation

- (a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under Applicable Law to consummate the Transaction as soon as practicable.
- (b) Each of the Seller and the Purchaser shall promptly notify each other of the occurrence, to such Party's knowledge, of any event or condition, or the existence, to such Party's knowledge, of any fact, that would reasonably be expected to result in any of the conditions set forth in Clauses 6.1 or 6.2 not being satisfied by the Closing Date.

5.2 [Deleted]

5.3 Acquisition of AAI Equipment on "As Is, Where Is" Basis

The Purchaser hereby acknowledges and agrees as follows:

- (a) The AAI Equipment are being purchased on an "as is, where is" basis as they exist at the Closing Time;
- (b) It has conducted such inspections of the AAI Equipment as deemed appropriate, satisfied itself with respect to the AAI Equipment and all matters connected with or related to the AAI Equipment, and has relied entirely upon its own investigations and inspections in entering into this Agreement to acquire all of the Seller's AAI Equipment including the right, title and interest therein, without regard to any information made available or provided by the Seller or its representatives;
- (c) Subject to Closing, the Purchaser will accept the AAI Equipment in their state, condition and location as at the Closing Time. Except as expressly set forth in this Agreement, the Seller makes no representations, warranties, statements or promises on its own behalf in favour of the Purchaser concerning the AAI Equipment, or the Seller's right, title or interest in or to the AAI Equipment, which the Purchaser acknowledges are being acquired on an "as is, where is" basis (including, without limitation, title thereto and/or the state of any Encumbrances), or the uses or applications of the AAI Equipment, whether express or implied, statutory or collateral, arising by operation of Applicable Law or otherwise;
- (d) Without limiting the generality of foregoing, it acknowledges and accepts that the

description of the AAI Equipment and any portion thereof contained in the Schedules hereto or otherwise provided by the Seller is for the purpose of identification only; and that no representation, warranty or condition has or will be given by the Seller or any other Party concerning completeness or the accuracy of such descriptions or with respect to any data room set up by the Seller.

ARTICLE 6 CONDITIONS

6.1 Conditions for the Benefit of the Purchaser

The obligations of the Purchaser to complete the Transaction shall be subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions:

- (a) All representations and warranties of the Seller contained in this Agreement shall be true and correct as at the Closing Time with the same force and effect as if made at and as of such time;
- (b) The board of directors of the Seller shall have passed a resolution approving the execution of this Agreement authorising the consummation of the Transaction under this Agreement.
- (c) The Seller shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement required to be performed by it prior to or by the Closing Time.

6.2 Conditions for the Benefit of the Seller

The obligations of the Seller to complete the Transaction shall be subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions:

- a) All representations and warranties of the Purchaser contained in this Agreement shall be true and correct as at the Closing Time with the same force and effect as if made at and as of such time;
- b) The Purchaser shall have complied with and performed in all material respects all of their covenants and obligations contained in this Agreement to be performed by them before or by the Closing Time;

The foregoing conditions are for the exclusive benefit of the Seller and non-satisfaction or non-performance of any such condition may only be waived by the Seller, in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Seller may have. Any such waiver is only binding on the Seller if it is made in writing.

ARTICLE 7

CLOSING

7.1 Closing Date and Place of Closing

- a) The Purchaser shall provide any information and take such actions as may be reasonably requested by the Seller to assist the Purchaser in obtaining the AAI Equipment;
- b) the Seller and the Purchaser, as applicable, hereby covenant and agree to use commercially reasonable efforts to satisfy all conditions set forth in Clause 6.1 and 6.2 as soon as practicable; and

Closing shall take place at 10:00 a.m. (the "**Closing Time**") on the Closing Date at the offices of the Seller or such other time and location as the Parties may agree upon in writing. All proceedings to be taken and all documents to be executed and delivered by all Parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

7.2 Deliveries on Closing by the Purchaser

Within 2 (two) days prior to the Closing Time, the Purchaser shall deliver, or cause to be delivered to the Seller as follows:

- a) Payments as set out in Clause 3.1 of this Agreement;
- b) A certificate signed by the Purchaser stating that the representations and warranties of Purchaser are true and correct as of the Closing;
- c) A certificate signed by the Purchaser stating that the conditions precedent have been fulfilled prior to the Closing;
- d) Such other documents as may be reasonably requested by the Seller to effect or evidence Closing and the transfer of the AAI Equipment.

7.3 Deliveries on Closing by the Seller

Subject to the fulfilment of the conditions, as set out in clause 6 of this Agreement and the receipt of the Deliverables by the Purchaser set forth under this clause 7.2, the Seller shall make the following deliveries to the Purchaser at the Closing Time:

- a) Pursuant to the signing of the Agreement, free and clear title and possession of the AAI Equipment, being free and clear of all Encumbrances, and otherwise on an "as is, where is" basis in accordance with Clause 5.3, provided that delivery of the AAI Equipment shall occur as per the terms of this Agreement;
- b) A certificate signed by the Seller stating that the representations and warranties of Seller are true and correct as of the Closing;
- c) A certificate signed by the Seller stating that the conditions have been fulfilled prior to the Closing.

ARTICLE 8 TERMINATION

8.1 This Agreement shall enter into effect from the Agreement Effective Date. This Agreement may be terminated at any time prior to the Closing:

- (a) By the Seller, upon written notice to the Purchaser if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement or the Concession Agreement which would prevent the satisfaction of, or compliance with, any conditions set forth in this Agreement or the Concession Agreement by the Termination and such violation or breach has not been waived by the Seller or cured within 15 (fifteen) days after notice thereof by the Seller;
- (b) By the Seller, in the event that the Purchaser becomes or is declared insolvent or bankrupt, makes an assignment for the benefit of all or substantially all of its creditors, enters into an agreement for the composition, extension or readjustment of all or substantially all or of its obligations, or becomes the subject of any proceedings related to its liquidation or insolvency or for the appointment of a receiver or similar officer.

8.2 Effect of Termination

Upon such Termination the entire Bid Security or the Performance Security, as the case may be, shall be forfeited.

8.3 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of the Seller including its claim to recover money, damages and other rights and remedies, which it may have in law or contract. All rights and obligations of the Seller under this Agreement shall survive the Termination to the extent such survival is necessary for giving effects to such rights and obligations.

ARTICLE 9
Deleted

ARTICLE 10
MISCELLANEOUS

10.1 Liability of the Parties

The Purchaser acknowledges and agrees that in all matters pertaining to this Agreement, including in its execution, the Authority is acting solely in its capacity as Seller and, as such, its Liability under this Agreement, if any, will be in its capacity as Seller, and its representatives shall have no personal or corporate Liability of any kind, whether in contract, in tort or otherwise and in no circumstance will the Seller be liable for any consequential damages including loss of profit.

10.2 Damages

Under no circumstance shall any of the Parties or their representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transactions contemplated herein.

10.3 Further Assurances

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement. The Seller's obligations under this Clause shall terminate on its discharge as Seller.

10.4 Time of the Essence

Time shall be of the essence of this Agreement.

10.5 Costs and Expenses

Each Party hereto shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, and other advisors) incurred by it in connection with this Agreement and the transactions contemplated herein, including that the Seller shall be solely responsible in respect of the Seller's costs and expenses relating to all court applications provided for herein.

10.6 Notices

Any notice, demand or other communication required or permitted to be given to any Party hereunder shall be given in writing and addressed as follows:

(a) In the case of the Seller:

AIRPORTS AUTHORITY OF INDIA,
Rajiv Gandhi Bhawan, New Delhi –
110 003

In the case of the Purchaser:

(To be inserted)

Any such notice, if personally delivered (including courier delivery), shall be deemed to have been validly and effectively given and received on the business day of such delivery provided such notice is received before 4:00 p.m. (addressee's local time); and if such notice is received after 4:00 p.m. (addressee's local time) or if the notice is sent by facsimile or other electronic communication, such notice shall be deemed to have been validly and effectively given and received on the business day next following the day it was received.

10.7 Assignment and Sub-Contracting

- i)** The Purchaser shall not assign the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest herein or create or permit to subsist any security over the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest in it, except as permitted by and with prior written approval of the Authority.
- ii)** The Purchaser shall not delegate any of its rights and obligations under the Agreement to any third party.
- iii)** Notwithstanding anything to the contrary contained in this Agreement, the Seller may, after giving 15 (fifteen) days' notice to the Purchaser, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Seller, capable of fulfilling all of the Seller's then outstanding obligations under this Agreement.
- iv)** The Purchaser or any of its shareholders, shall not by any act of omission or commission, jeopardize the security clearance obtained from the Government of India and the Purchaser and the shareholders of the Purchaser shall ensure that the necessary and requisite security clearance is maintained at all times.

10.8 Amendments and Waivers

This Agreement may be modified, supplemented or amended only by a written instrument executed by the parties hereto. No waiver of any provisions, condition or covenant of this Agreement shall be effective as against the waiving Party unless such waiver is in a writing signed by the waiving Party. Waiver by a Party as provided in this Clause 10.8 shall not be construed as or constitute either a continuing waiver of such provision, condition or covenant or a waiver of any other provision, condition or covenant hereof. The failure of any Party at

any time to require performance by the other party of any provision, condition or covenant of this Agreement shall in no way affect its right thereafter to enforce the provision, condition or covenant or any other provision condition or covenant.

10.9 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

10.10 Sovereign immunity

The Purchaser hereby unconditionally and irrevocably:

- (a)** agree that the execution, delivery and performance by it of the Agreement constitutes private and commercial acts and not public or governmental acts;
- (b)** agrees that should any proceedings be brought against it or its assets by any Party in relation to the Agreement or any Transaction contemplated by the Agreement, no immunity, sovereign or otherwise, from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of itself or with respect to any of its assets; and
- (c)** waives any such right of immunity, sovereign or otherwise which it or its assets now has or may acquire and / or enjoy in the future in respect of any proceedings brought under or in relation to the Agreement.

10.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

10.12 Stamp Duty, Registration Charges and Other Costs

The Purchaser shall bear and pay the stamp and all ancillary costs relating to this Agreement.

10.13 [Deleted]

[Remainder of Page Intentionally left blank] [Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been properly executed by the Parties hereto as of the date first above written.

For and on behalf of AIRPORTS AUTHORITY OF INDIA or the SELLER	
Signature:	In the presence of: Signature:
Name:	Name:
Designation:	Designation:
For and on behalf of [.] or the PURCHASER	
Signature:	In the presence of: Signature:
Name:	Name:
Designation:	Designation:

SCHEDULE 1
AAI EQUIPMENTS AND VALUE <if any>

S. No.	Airports	AAI Owned Assets				Estimated Value in INR (excluding GST)
		CUTE	CUSS	MSR / OCR	Scanners	

SCHEDULE 2

[.]

SCHEDULE 3
[Deleted]

SCHEDULE 4

[Deleted]

SCHEDULE VIII

PERFORMANCE SECURITY

(See Article 10)

[To be executed on the stamp paper of appropriate value]

WHEREAS by a Concession Agreement/ Award letter dated _____ made between (or issued by) AIRPORTS AUTHORITY OF INDIA, (hereinafter called "the AUTHORITY) of the one part and _____ (hereinafter referred to as "the Service provider") of the other part, the Authority has granted to the Service Provider the concession for _____ at _____ Airport, _____ (Name of City) and the Revenue Share for the due and performance of the covenants and conditions as stated or contained in the said Concession Agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the Service Provider we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Service Provider, any sums of money at any time from from time to time demanded by the Authority on account of the Revenue Share fee and other outstanding dues/charges due from the Service Provider (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Service Provider of any of the terms or conditions of the said Concession Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Service Provider may have against the Authority or any dispute raised by the Service Provider or any suit or proceedings pending in any Court/Tribunal/ any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Concession Agreement without any consent or knowledge of the Service Provider.

3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the Concession Agreement made between the Authority and the Service Provider and or any act of omission on part of AAI or any indulgence to the Service Provider by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Concession Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or effected by any change in the constitution of [Name of the Bank] or that Service Provider or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- i Our liability under this Guarantee shall be limited be a sum of _____ during the currency of the contract and six (6) months thereafter.
- ii This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto one hundred eighty (180) days from the said date.
- iii We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank Name

Date:

Place:

Witness:



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

भारतीय विमानपत्तन प्राधिकरण, राजीव गांधी भवन, सफदरजंग हवाईअड्डा, नई दिल्ली-110003
Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airports, New Delhi-110003