



AIRPORTS AUTHORITY OF INDIA

Date: April 25, 2017

Addendum No. O&M_JPR_06

Airport Authority of India's ("Authority") request for proposal number AAI/KID/O&M/JPR/2016 dated December 30, 2016 for operation and maintenance of Select Areas of Jaipur International Airport at Jaipur, Rajasthan ("RFP").

Pursuant to Clause 2.11.1 of the RFP, the Authority hereby amends the RFP as set out below. The deletions from the earlier text of the RFP are indicated as strikethroughs and the additions are underlined.

S No.	Reference to Existing Clause/Provision	Revised Clause/Provision
1.	Glossary (definition removed)	"Incremental Per Passenger Revenue" shall the meaning ascribed to it in Clause 1.2.7(e);
2.	Glossary (definition removed)	"Revenue Share Percentage" shall have the meaning ascribed to it in Clause 1.2.7;
3.	Glossary (new definition)	"Per Passenger Fee" shall have the meaning ascribed to it in Clause 1.2.7(a);
4.	Glossary (new definition)	"Minimum Per Passenger Fee" shall have the meaning ascribed to it in Clause 1.2.7(b);
5.	Clause 1.1.1 (second paragraph)	In addition to this Project, the Authority intends to award the operation and maintenance of the select areas of the Sardar Vallabhbhai Patel International Airport at Ahmedabad through a separate bidding process conducted in parallel with the bidding for award of this Project. It is clarified that the Bidders may bid for this Project and for the operation and maintenance of select areas of the Sardar Vallabhbhai Patel International Airport at Ahmedabad, <u>and there shall be no restriction on one bidder</u> however, under no circumstances, shall the same Bidder, whether individually or as part of a Consortium, be being awarded both the contracts for the Project and for the operation and maintenance of Sardar Vallabhbhai Patel International Airport, Ahmedabad.
6.	Clause 1.1.2	The Bidder who will be awarded the Project ("Selected

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		<p>Bidder) shall undertake the Project through a special purpose company incorporated under the (Indian) Companies Act, 2013 (the “SPV” or “O&M Operator”), and shall be responsible for the operation and maintenance of the Project under and in accordance with the provisions of a long-term operation and maintenance agreement <u>having a term of 15 (fifteen) years from the date of commencement of operation and maintenance of the Select Areas of the Airport</u> (the “O&M Agreement”) to be entered into between the O&M Operator and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.</p>
7.	Clause 1.1.3 (last paragraph)	<p>The Authority may, from time to time, undertake further development or expansion of the abovementioned Select Areas <u>including, without limitation, the construction of a new passenger terminal building</u>, and the scope of work of O&M Operator will include the operation and maintenance of such developed/expanded Select Areas in addition to the existing areas.</p> <p><u>In the event that the Authority, at its sole discretion, decides to develop and operate a multi-level car park at the Airport through a competitive bidding process, the O&M Operator shall be permitted to participate in such bidding process for the development and operations of the multi-level car park.</u></p>
8.	Clause 1.1.5	<p>The revenue to the O&M Operator under the O&M agreement will accrue from the following two elements: The O&M Operator shall cause to be deposited all revenues from the Select Areas into the escrow account in accordance with the O&M Agreement and escrow agreement. Such amounts shall be utilised as follows in accordance with the O&M Agreement and the escrow account:</p> <ul style="list-style-type: none"> (a) a fixed fee to <u>will</u> be paid by the Authority to the O&M Operator (fixed terminal operator fee); (b) <u>an amount shall be retained by the Authority based on the Per Passenger Fee, which shall be calculated in accordance with the O&M Agreement; and</u> (c) <u>incentives having reference to Incremental Per Passenger Revenues attributable to the Select Areas the remainder of the amounts in the escrow account shall, subject to the terms of the O&M Agreement and escrow agreement, be paid to the O&M Operator as variable terminal operator fee (variable terminal operator fee).</u> <p>The O&M Operator shall be entitled to collect certain charges from users of the Airport in accordance with the O&M Agreement.</p>

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