

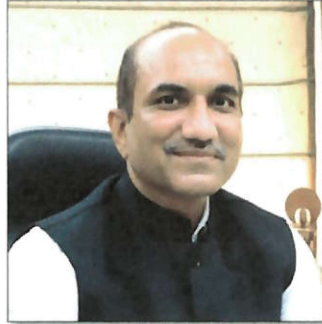


OPERATIONS MANUAL

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.

A handwritten signature in black ink, appearing to be 'M. Suresh', written over a horizontal line.

(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)

Table of contents

Chapter 1: Overview	1
Chapter 2: Objectives.....	3
Chapter 3: Classification of Airports	5
Chapter 4: Procedures for appointment of Ground Handling Agencies.....	7
Chapter 5: Procedure for selection of Service Provider for provision of Passenger Processing System (PPS).....	25
Chapter 6: Concession Management.....	31
Chapter 7 : Debtors Management.....	41
Chapter 8: Management Information Systems (MIS)	45
Chapter 9: Audit & Vigilance (Efficiency cum Performance Audit)	47
Chapter 10: Miscellaneous	51
Annexure I: Technical Evaluation Sheet	55
Annexure II: Evaluation Sheet.....	60
Annexure III: Format of Bank Guarantee for Performance Security	62
Annexure IV: Outstanding Dues Notice	64
Annexure V: Adjustment of Outstanding dues.....	66
Annexure VI: Sample for Show Cause Notice.....	67
Annexure VII: Termination of Contract	68
Annexure VIII: SOP for Handling Bank Guarantees	69
Annexure IX: Airlines Feedback (Half-Yearly).....	82
Annexure X: Handing /Taking Over Note.....	84
Annexure XI: AAI Mediation Policy 2022.....	85
Annexure XII: Format for publishing debarment on AAI Website/ Notice board	102
Annexure XIII: Format of Outstanding dues certificate	103
Annexure XIV: List of Parameters in MIS.....	105
Annexure XV: DGCA Check List	109
Annexure XVI: Glossary - Definitions & General Explanations.....	120

Appendix A: Standard RFP for Appointment of Ground Handling Agencies.....

[https://www.aai.aero/en/system/files/employee_corner/Standard RFP for Appointment of Ground Handling Agencies.pdf](https://www.aai.aero/en/system/files/employee_corner/Standard_RFP_for_Appointment_of_Ground_Handling_Agencies.pdf)

Appendix B: Standard DCA for Appointment of Ground Handling Agencies.....

[https://www.aai.aero/en/system/files/employee_corner/Standard Concession Agreement for Appointment of Ground Handling Agencies.pdf](https://www.aai.aero/en/system/files/employee_corner/Standard_Concession_Agreement_for_Appointment_of_Ground_Handling_Agencies.pdf)

Appendix C: Standard RFP for Selection of Service Provider for PPS.....

[https://www.aai.aero/en/system/files/employee_corner/Standard RFP for Selection of Service Provider for Passenger Processing System.pdf](https://www.aai.aero/en/system/files/employee_corner/Standard_RFP_for_Selection_of_Service_Provider_for_Passenger_Processing_System.pdf)

Appendix D: Standard DCA for Selection of Service Provider for PPS.....

[https://www.aai.aero/en/system/files/employee_corner/Standard Concession Agreement for Selection of Service Provider for Passenger Processing System.pdf](https://www.aai.aero/en/system/files/employee_corner/Standard_Concession_Agreement_for_Selection_of_Service_Provider_for_Passenger_Processing_System.pdf)

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.

Page intentionally left blank

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.

Page intentionally left blank

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.

Page intentionally left blank

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:

- 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.

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:

1. 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.

Page intentionally left blank

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.

Page intentionally left blank

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.

Page intentionally left blank

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

Page intentionally left blank

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.

Page intentionally left blank

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

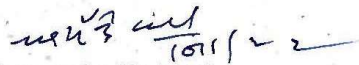
The General Manager
CRSD/E&M Workshop
New Delhi

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

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/updation 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.

mm
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

---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	precheckhqv@aa1.aero	AAICORHQ
2	RHQ-NR	bgv.rhqnr@aa1.aero	AAIRHQNR
3	JAMMU	bgv.jammu@aa1.aero	AAIJAMMU
4	SRINAGAR	bgv.srinagar@aa1.aero	AAISRINAGAR
5	AMRITSAR	bgv.amritsar@aa1.aero	AAIAMRITSAR
6	CHANDIGARH	bgv.chandigarh@aa1.aero	AAICHANDIGHAR
7	JAIPUR	bgv.jaipur@aa1.aero	AAIJAIPUR
8	JODHPUR	bgv.jodhpur@aa1.aero	AAIJODHPUR
9	UDAIPUR	bgv.udainpur@aa1.aero	AAIUDAIPUR
10	KHAJURAO	bgv.khajurao@aa1.aero	AAIKHAJURAO
11	CATC ALLAHABAD	bgv.catc@aa1.aero	AAICATC

②

12	SAFDARJUNG AIRPORT	bqv.safdardjung@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	AAIINDORE
17	BHOPAL	bqv.bhopal@aai.aero	AAIBHOPAL
18	RAJKOT	bqv.rajkot@aai.aero	AAIRAJKOT
19	VADODRA	bqv.vadodra@aai.aero	AAIVADODRA
20	SURAT	bqv.surat@aai.aero	AAISURAT
21	AURANGABAD	bqv.aurangabad@aai.aero	AAIAURANGABAD
22	JUHU	bqv.juhu@aai.aero	AAIJUHU
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	AAIBAGDOGRA
35	PAKYONG-SIKKIM	bqv.pakyong@aai.aero	AAIPAKYONG
36	RHQ-SR	bqv.rhqsr@aai.aero	AAIRHQ-SR
37	CALICUT	bqv.calicut@aai.aero	AAICALICUT
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	AAITRUCHIRAPALLI
43	HYDERABAD	bqv.hyderabad@aai.aero	AAIHYDERABAD
44	TRIPUTI	bqv.tripati@aai.aero	AAITRIPATI
45	VIJYAVADA	bqv.vijayavada@aai.aero	AAIVIJYAVADA
46	VISAKHAPATNAM	bqv.visakhapatnam@aai.aero	AAIVISAKHAPATNAM
47	BANGALORE	bqv.bangalore@aai.aero	AAIBANGALORE
48	MANGALURU	bqv.mangaluru@aai.aero	AAIMANGALURU
49	RHQ-NER	bqv.rhqner@aai.aero	AAIRHQNER
50	AGARTALA	bqv.agartala@aai.aero	AAIAGARTALA
51	DIMAPUR	bqv.dimapur@aai.aero	AAIDIMAPUR
52	DIBRUGARH	bqv.dibrugarh@aai.aero	AAIDIBRUGARH

2

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

2

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**



संजीव कुमार, भा. प्र. से.

SANJEEV KUMAR, IAS

अध्यक्ष

Chairman

दूरभाष / Phone : 011-24632930

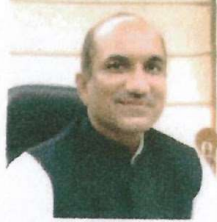
: 011-24622796

फैक्स / Fax : 011-20818201

ई-मेल / E-mail : chairman@aai.aero



75
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

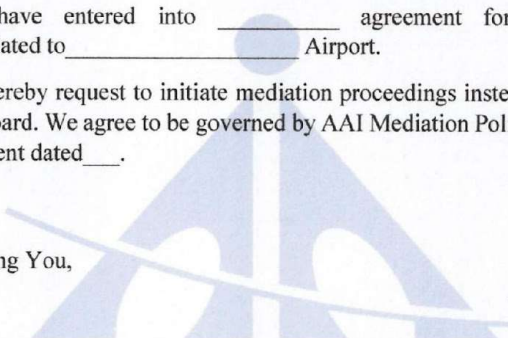
Madam/Sir,

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.



Annexure-3

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

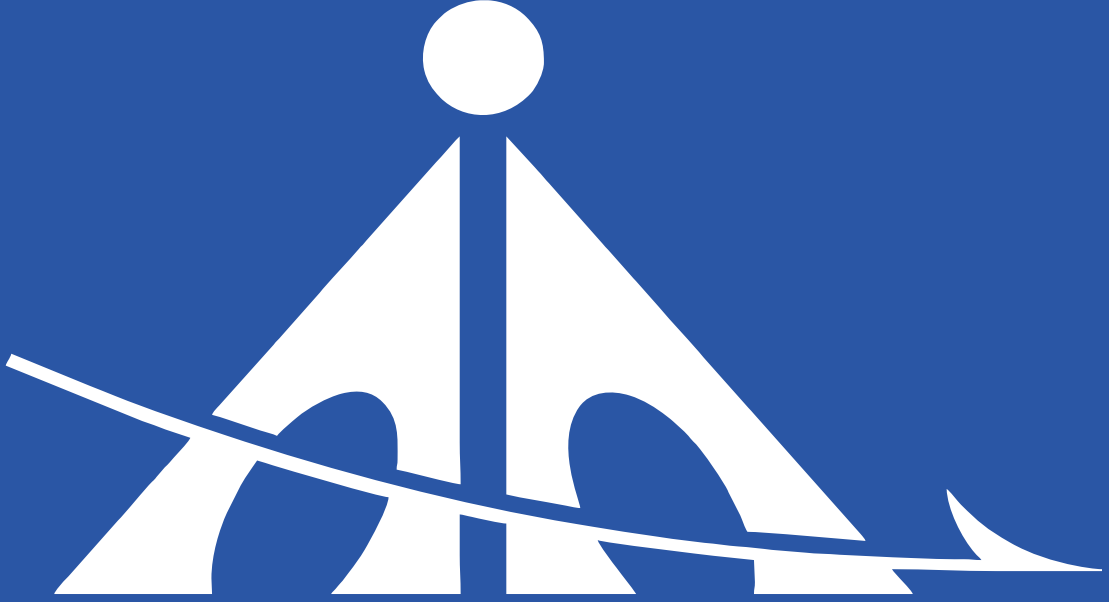
“Space Rent” shall mean, with respect to an Airport Premises/Terminal, the amount so fixed by the Authority from time to time to be the rent payable by the airport users for the use of service area within / outside such Terminal.

“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.



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 Airport, New Delhi-110003