Tender ID: 2026_AAI_295069_1

AIRPORTS AUTHORITY OF INDIA

Request for Proposal

CONCESSION FOR GROUND HANDLING SERVICES

at

SHILLONG AIRPORT

DISCLAIMER

1. The information contained in this **Request for Proposal document ("RFP")** or subsequently provided to Bidder(s), whether in documentary form, by or on behalf of the Authority or any of its employees or advisors is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2. This RFP is neither an agreement and nor an offer by the Authority but an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid for qualification and selection for each Airport pursuant to this RFP ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the subject Concession(s). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability, current scenario of market and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Bidder or Concessionaire.

5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

7. The issue of this RFP does not imply that the Authority is bound to appoint the Selected Bidder or Concessionaire, as the case may be, for the Concession and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the RFP process.

9. The Bidder shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this RFP and ensure accuracy thereof. The Authority or its employees or its advisors shall accept no responsibility or liability for any deficiency that may be made by the bidder. Any false declaration made by the Bidder shall invite action as may be decided by the Authority including termination debar, forfeiture of EMD and/ or Bid Security. The Bidder shall also indemnify the Authority, its employees and advisors from actions arising out of this RFP

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DEFINITIONS

In this Request for Qualification, the following expressions shall have the meaning stated herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Ground Handling Facilities" means the facilities for the provision of the Ground Handling Services to be designed, constructed, developed, financed, procured, installed, commissioned, operated, managed and

maintained by the Selected Bidder(s)/Concessionaire (s) including without limitation, equipment, the ground support equipment facility and other movable and immovable properties, as more particularly defined in the Concession Agreement.

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

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

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

(i) any insurance proceeds received by the Concessionaire relating to (a) third party liability insurance paid or to be paid to the person whose claim(s) constitute(s) the risk or liability insured against; and (b) any form of physical damage of assets, and the Concessionaire has incurred or will incur an expenditure greater than or equal to such proceeds received for repair, reinstatement or otherwise replacement, promptly and diligently of such assets;

(ii) any monies received by the Concessionaire, for or on behalf of any Government Instrumentality, as an authorized agent of such Government Instrumentality; and

(iii) any income collected by the Concessionaire on behalf of third-party service providers, after approval from the Authority; however, any commission received by the Concessionaire from such third-party service providers shall be considered as part of Actual Gross Revenue; and

(iv) any revenue recognized for construction or upgrade services under the provisions of Appendix A (Service Concession Arrangements) of the Indian Accounting Standards (Ind-AS) 11, Construction Contracts and references therein, including subsequent amendments thereof in relation to the recognition of revenues/consideration for construction or upgrade services under Ind-AS, as per Applicable Laws

It is expressly clarified that:

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

business interruption;

(ii) monies referred to in exclusion (ii) above, shall be excluded only if the same has been credited or will be credited by the Concessionaire to the relevant Government Instrumentality promptly and diligently and any fine, penalty or other amounts of similar nature that may accrue as a result of non-payment or delayed payment of such monies under the applicable laws, will not be excluded;

Actual Gross Revenue will be computed on an annual basis for an Accounting Year, in accordance with the Indian Generally Accepted Accounting Principles

(iii) in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Actual Gross Revenue, the decision of the Authority, at its sole discretion, shall be final;

"Highest Bidder" shall have the meaning ascribed to it in Clause 1.3.7 (b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Technical Bid" shall have the meaning ascribed to it in Clause 1.3.3; **"Technical Capacity"** shall have the meaning ascribed to it in Clause 3.2.1; "**Users**" shall have the meaning ascribed in the Concession Agreement.

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NOTICE INVITING E- BID (NIEB)

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

Name of Facility	**Concession Period**	**Minimum Reserve Annual Guarantee (MRAG)**	**Bid Processing Fees (in INR)**	**Earnest Money Deposit (EMD)/Bid Security (in INR)**
Concession for Ground Handling Services at Shillong Airport.	10 (Ten) years from the COD	**₹5,00,000/- +GST/Applicable Tax**	Rs. 5000/- Plus 18% GST and applicable tax (in any)	Rs. 1,00,000 /-

NOTE:

a) Bidders are required to quote Minimum Annual Guarantee (MAG) quoted over and above of MRAG in the financial bid.

b) Request for rebate on Premium of any kind including non-operation/shutdown of flights/airlines will not be considered.

c) In addition to the Premium, the Selected Bidder (s) shall be liable to pay the applicable space and Land rent (as notified by AAI from time to time) for land allotted to bidders for the parking of GHA equipment and office allotted in the terminal building. The Bidder (s) have to enter into a separate agreement with the Airport Director, SHILLONG Airport for Space and Land allocation. The present rates applicable at respective Airports are provided as **Appendix-15.**

d) In addition, Concessionaire(s) are required to pay all applicable Government Taxes including GST (presently at the rate of 18% or at the rates declared by Government of India or State Government from time to time).

e) Concessionaire(s) are also required to pay for the consumption of electricity, water and any other utility used for the purpose of this Concession as it becomes due and payable and in accordance with the directions of the Authority. The rate for these utilities will be fixed by AAI from time to time.

f) The bidder may verify the applicable rates of the Shillong airport before submission of bids and at the time of signing of Concession Agreement.

II. **Period of Concession: 10 years** from the Commercial Operations Date (COD). Prior to the expiry of the Term of the Concession, the Authority shall have the right to extend the term thereof by a written notice for an additional term of 01 years on the same terms and conditions as provided in the Concession Agreement.

III. The prospective Bidders are requested to go through the Bid conditions and visit the Airports to assess the feasibility of business / undergo proper diligence study and thereafter may submit the Bid. No reduction in Premium will be entertained by AAI at any stage for whatever reasons.

IV. The prospective Bidders are required not to give any conditional bid and adhere to the terms and conditions indicated in the Bid documents provided by AAI. Conditional Bids would be summarily rejected.

V. The following are the broad timelines to be followed:

Particulars	**Timelines**
Formation of SPV (In case of Consortium only)	The consortium has to make an application to the O/o Registrar of Companies within 07 working days of issuance of LOIA and form the SPV within 30 days from the date of issue of LOIA. In case of delay in application and formation of SPV, the delay period will be deducted from gestation period.
Submission of Security Deposit	45 days from LOIA
Security Clearance	If the agency/SPV is required to obtain security clearance then it has to make an application in the e- sahaj portal of BCAS within 07 working days after issuance of the LOIA or after formation of SPV as the case may be and obtain security clearance **within 90 days from the date of issue of LOIA** or after formation of SPV as the case may be.
Issuance of LOA	LOIA will be deemed to be LOA after obtaining security clearance.
Signing of Concession Agreement (Effective Date)	10 days from Issue of LOA
Allocation of Ground Handling Site (Commencement Date)	10 days from signing of the Concession Agreement
Application to AERA for approval of Tariff	10 days from signing of the Concession Agreement
Commencement of Ground Handling Operation (COD)	60 days from date of Security Clearance (In case of single entity & having valid security clearance the COD will be 60 days from the date of issue of LOIA)

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

VI. **Handing Over of Site:**

a. Site will be handed over on an "as is where is basis" to the Selected Bidder(s) upon fulfillment of conditions of award within the stipulated time as described in above V.

b. If the Concessionaire fails to complete the conditions of award which are prerequisite for handing over of site, actual handing over of sites shall only be done after completion of all conditions of award.

VII. **Gestation Period:**

Gestation period of 60 days reckoned from the date of issue of Security Clearance. (In case of single entity & having valid security clearance the Gestation period will be 60 days from the date of issue of LOIA). The Selected Bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.

E-TENDERING GUIDELINES TO THE BIDDERS

E-Tendering participation requirements: Interested Bidders willing to participate through e-tendering process are required to register themselves in the GOI Central Public Procurement Portal www.etenders.gov.in

For special Instructions to the Bidders for the e-submission of the bids online through eProcurement Portal follow hyperlink given below:
https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page

Bidders manual kit available for download at the hyperlink given below:
https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page

For any technical assistance with regard to the functioning of the portal, the Bidders may contact the Help desk according to escalation matrix given below:

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4711 508, 0120- 4001 002, 0120-4001 005, 0120-6277 787. International Bidders are requested to prefix 91 as country code.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787
E-Mail: support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

3. For any queries related to bid submission date extension, EMD, eligibility criteria, technical specifications etc. The bidder may please contact the concerned Bid Manger as mentioned in the tender document.

4. For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)

a) In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC https://etenders.gov.in. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

b) Before submitting queries, bidders are requested to follow the instructions given in "Guidelines to Bidders" and get their computer system configured according to the recommended settings as specified in the portal at "System Settings for CPPP".

5. **In case of any technical issues faced, the escalation matrix is as mentioned below:**

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Ext. 3512	0800-2000 Hrs. (MON - SAT)
2.	Mr. Gamit Vaibhav Manekjibhai JE(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or vaibhav_g@aai.aero	011-24632950 Ext. 3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Amit Mishra, Sr. Manager. (IT)	After 12 Hrs.	amitmishra@aai.aero	011-24632950 Ext. 3520	0930-1800 Hrs. (MON-FRI)
4	Sh. Sunil Kumar Jt. GM (IT)	After 24 Hrs.	sunil.km@aai.aero	011-24632950 Ext. 3506	0930-1800 Hrs. (MON-FRI)
5	General Manager (IT)	After 03 Days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

*The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.

6. The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.

7. For queries related to the tenders published on the portal, Bidders are advised to contact concerned Bid Manager:

S. No.	Bid Manager	Email Address	Contact Number	Timings
1.	Abhoy Kumar, Manager (Operations)	abhoyk@aai.aero	8420485979	0930-1800 Hrs. (MON- FRI)

INTRODUCTION

1.1 Background

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

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

For the purpose of this RFP, Authority means **Airport Director, Shillong Airport** wherever mentioned.

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

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

obligations of the Authority and the Concessionaire in respect of the Project (s).

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

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

1.1.5 The Concessionaire shall pay to the Authority, on monthly-basis, a fee in accordance with the Concession Agreement and Clause 3.4 in this RFP. **The Premium paid should be excluding GST.**

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the draft Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, Concession Agreement and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4.1 for submission of Bids (the "**Bid Due Date**").

1.1.8 NON-EXCLUSIVE CONCESSION:

The grant of Concession to the Concessionaire shall be on a non-exclusive basis, to provide Ground Handling Services at the Airport as set out above. At any time during the Concession Term, the Authority may enter into other agreement(s) with other parties for providing Ground Handling Services. It is understood and agreed that nothing in the RFP or the Concession Agreement is to be construed to grant or authorize the granting of an exclusive right to the Concessionaire.

1.1.9 The tariff for Ground Handling Services ("**Ground Handling Tariff Cap**") shall be approved from MoCA in case of Non-Major Airports and AERA for Major Airports. For avoidance of doubt, it is clarified that in the event a Non-Major Airport is notified as a Major Airport, the Ground Handling Tariff Cap shall be the tariffs as determined by AERA.

1.2. Brief Description of the Airport

1.2.1. The Bids are invited for Airport defined in as per Schedule II of this RFP.

1.2.2. The details of Shillong Airport are available on the website of AAI. Bidders are advised to conduct their own independent assessment of the Project (s).

1.2.3. The number of Concessionaires to be appointed, at Shillong Airport, as part of this bid process is provided in Schedule II of this RFP. The Authority, however, reserves the right to increase or decrease the number of Concessionaires to be appointed at Shillong Airport.

1.3. Brief description of Bidding Process

1.3.1. The Authority has adopted a single-stage bidding process (the Technical cum Financial Bid) (the "**Bidding Process**") for selection of the Bidder (s) for award of the Project. The E-Bid documents indicating full details of the Concession can be seen in the e- tender documents uploaded on the NIC CPPP E-tendering Portal at etenders.gov.in.

a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal http://etenders.gov.in/eprocure/app
b) The bids shall not be accepted in any other form.
c) The e-tendering process is online at NIC CPPP E-Tendering Portal at http://etenders.gov.in.
d) Bidders are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at http://etenders.gov.in
e) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.

1.3.2. Bidders are required to make payment of a non-refundable Tender fee ("Tender Fee") of **Rs. 5,000 plus applicable GST**, by way of online transfer through the payment gateway on the CPP portal (Refer Appendix 13 for operational procedure). The Bidders shall ensure that the net credit in the Authority's account shall be for an amount equal to the Tender fee plus GST @18%. Any applicable bank charges and/or portal charges shall be borne by the Bidder. The Authority shall not be responsible or liable for any delay in credit of such payment made by the bidder. Bid without payment of Tender Fee will not be accepted.

1.3.3. The Bidders are being called upon to submit their technical and financial capacity details (**Technical Bid)** and financial proposals **(Financial Bid)** (Technical Bid and Financial Bid shall collectively be referred as **"Bid"**) in accordance with the terms specified in this RFP and other documents provided by the Authority. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

1.3.4. The Bidder shall pay Bid Security for Airport by way of online transfer through the payment gateway on the CPP portal (Refer Appendix 13 for operational procedure) or Bid Security in the form of a Bank guarantee as per format specified in Annexure 2, ("Bid Security"), refundable no later than 180 (one eighty) days from the Bid Due Date, except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Security Deposit under the Concession Agreement. **The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date plus claim period of 90 days and may be extended as mutually agreed between the Authority and the Bidder from time to time.** The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

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

S.no	Bidder is submitting bid for:	Amount of bid security / Earnest Money Deposit (EMD) (in INR)
1.	Shillong Airport	Rs. 1,00,000.00/-

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

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

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

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

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

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

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

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

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

Airport Name	**Minimum Reserve Annual Guarantee (MRAG)**
Shillong Airport	**Rs. 5,00,000/-**

The Bidders will be ranked based on their financial bid.

In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest Minimum Annual Guarantee for operating the concession at an Airport. The Concession terms and other terms are pre-determined, as indicated in the draft Concession Agreement, and the procedure given in clause 3{Changed to quoted Minimum annual guarantee} shall be sole criteria for evaluation of Bids of the Qualified Bidders."

1.4. **Schedule of RFP Process**

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

S No	Items	Date
1	Published Date & Time	19.10.2026
2	Download / Sale of e-Bid from NIC CPP Portal	19.10.2026
3	Bid Submission Start Date & Time	19.10.2026
4	Last Date for Submission of queries related to e-Bid if any, on NIC CPP portal only	26.10.2026
5	Bid Document Download/ Sale End Date & Time	10.11.2026
6	Bid Submission End Date (Bid due date) & Time	10.11.2026
7	Last Date & Time of Submission of original Bid Security as per Clause 1.3.4 & Annexure 8	17.11.2026
8	Tech Bid Opening Date & Time	11.11.2026
9	Financial Bid Opening Date & Time	03.12.2026

1.5. **Deleted**

1.6. **Address for Correspondence**

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

General Manager (Operations)
Airports Authority of India
Regional Headquarters – North Eastern Region
Guwahati, Assam, 781015
Email: gmopsner@aai.aero

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. Scope of Application

2.1.1. The Authority wishes to receive Technical and Financial Bid in order to appoint Concessionaire (s) to provide ground handling services at the Shillong Airport.

2.2. Eligibility of Bidders

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

(a) The Bidder may be a single entity (which may be a natural person, private entity, government-owned entity etc.) or a group of at maximum of three entities (the "**Consortium**"), coming together to implement the Project (s). However, no Bidder applying individually or as a member of a Consortium, as the case may be, cannot be a member of another Bidder who is bidding for the same Airport. For avoidance of doubt, a Bidder bidding individually or as a member of Consortium shall not be entitled to submit another bid either individually or a member of Consortium for the same Airport. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this RFP.

(c) A Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

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

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

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

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

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bids of either or each other; or

vi. such Bidder, or any Affiliate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Concession.

vii. such Bidder, its Member or Affiliate (or any constituent thereof) who is bidding for an Airport where a joint venture or subsidiary of AI Assets holding limited has an ongoing contract to provide Ground Handling Services, and such Bidder, its Member or Affiliate (or any constituent thereof) has shareholding in a joint venture or subsidiary of AI Assets holding limited.

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

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

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

(e) A Bidder with foreign ownership of 50% (fifty per cent) or more of its paid-up capital shall be disqualified to bid at Civil Enclaves or joint user defense airfields.

(f) No Bidder shall be a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier.

(g) If the Bidder or its Member or its Affiliates(whose credentials are used for Financial Capacity) is an existing or past concessionaires or licensees of AAI or has/ had worked at the AAI airport either through a direct contract with AAI or through a contract with Airlines(for example as Non-Entitled Entity(NEE)) or any other party(in any capacity whatsoever and not being limited to as a role of a Concessionaire or license at AAI), intends to participate in response to RFP, then the Bidder or its Member or its Affiliates(whose credentials are used for Financial Capacity) should have 'NIL' outstanding dues for the period up to 30.09.2026 in respect of all the units of AAI (where the participating tenderer is operating concessions/licenses or had operated concessions/licenses) as on the bid submission date. However, AAI reserves the right to cross check the outstanding dues to rule out any discrepancy and may ask the participating bidders to clear their dues, if any while seeking shortfall documents.

In addition, if the Bidder is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority then the Bidder shall not be allowed to participate in the bid.

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

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

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

(h) DELETED

(i) DELETED

(j) DELETED

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

(A) Technical Capacity: Submission of documents as per clause 2.13.2 of RFP will be considered to ascertain technical capacity.

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

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

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

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

2.2.4. Where the Bidder is a single entity, it is not allowed to form SPV and shall implement the Project as a single entity.

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

(i) the Bid should contain the information required for each Member of the Consortium;

(ii) members of the Consortium shall nominate one member as the lead member ("**Lead Member**"**)** who shall have an equity shareholding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV during the entire Concession Term. The nomination(s) shall be supported by a power of attorney, as per the format at Appendix 4, signed by all the other Members of the Consortium;

(iii) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical obligations;

(iv) an individual Bidder cannot at the same time be member of a Consortium applying for the same Airport. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the same Airport;

(v) members of the Consortium shall enter into a binding Joint Bidding Agreement, in the form specified at Appendix 5 ("**Joint Bidding Agreement**"**),** for the purpose of submitting a Bid for the Concession. The Joint Bidding Agreement, is to be submitted along with the Bid, shall, *inter alia:*

i. convey the intent to form the SPV with shareholding/ ownership equity commitment (s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each Member;

iii. commit the minimum equity stake to be held by each member;

iv. commit that the Lead Member shall at all times during the Concession Term shall continue to commit to have at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV;

v. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Concession Term, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity of the SPV; and

vi. include a statement to the effect that all the Members shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession until the execution of the Concession Agreement; and

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

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

2.2.6. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in Clause 2.2.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any

willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or
(d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.7. In computing the Technical and Financial Capacity of the Bidder/Consortium Members under Clauses 2.2.2 and 3.2, the Technical Capacity, turnover and Net worth of their respective Associates/Affiliates would also be eligible hereunder.
For purposes of this RFP, Associate means, in relation to the Bidder/Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "Affiliates or Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

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

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

2.2.9. The following provisions shall apply:

(a) DELETED

(b) if at any subsequent stage after the date of the Bid, there is an acquisition of subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Bid of such Bidder or in the event described in sub-clause (b) above, the continued eligibility of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial

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

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

2.3. Change in Composition of the Consortium

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

2.4. Number of Applications and costs thereof

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

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

2.5. Site Visit and verification of information

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

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

S.no.	AIRPORT	CONTACT PERSON	DESIGNATION	CONTACT NO.	EMAIL ID
1.	Shillong Airport	Sh. Rajiv Ranjan	APD Shillong	9436332580	apdshillong@aai.aero

2.6. Acknowledgement by Bidder

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

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

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

2.7. Verification and Disqualification

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

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

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

(i) At any time, a material misrepresentation is made or uncovered, or

(ii) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened & Forward Bidding process has been completed and the Highest Bidder gets disqualified / rejected, then the Authority will annul the Bidding process.

2.7.4. In case it is found during the evaluation or at any time before execution of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the conditions for shortlisting have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Concessionaire either by issue of the LOIA, LOA or entering into of the Concession Agreement, as the case may be, and if the Bidder/ SPV has already been issued the LOIA, LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable laws.

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such

verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8. Contents of this RFP

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

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

Schedules:

Schedule I A: Ground handling services
Schedule II: Airport

Annexures:

Annexure 1: Financial Bid Format
Annexure 2: Bank Guarantee format
Annexure 3: Details of Bidders
Annexure 4: Financial Capacity of the Bidder
Annexure 4A: Deleted
Annexure 5 A: Deleted
Annexure 5 B: Deleted
Annexure 5 C: Deleted
Annexure 6: Certificates from Auditor
Annexure 7: Undertaking by technically Qualified Bidder
Annexure 8: List of Originals documents to be submitted

Appendices:

Appendix 1: Acceptance Letter
Appendix 2: Statement of Legal Capacity Appendix
3: Power of Attorney for signing of Bid
Appendix 4: Power of Attorney for Lead Member of Consortium
Appendix 5: Joint Bidding Agreement for Consortium
Appendix 6: Format of Affidavit Appendix
7: Pre-Contract Integrity Pact Appendix 8:
Submission Checklist
Appendix 9A: Undertaking with information on contracts with AAI
Appendix 9B: Format of outstanding dues/ no dues certificate
Appendix 9C: Undertaking related to no dues at AAI airports

Appendix 10: Declaration
Appendix 11: List of near relatives employed in Airports Authority of India Appendix 12: Undertaking related to the orders issued by Ministry of Finance Appendix 13: Operational instruction for payment of Tender Fee/Earnest Money Deposit through CPP portal
Appendix 14: SOP for BG Verification through SFMS of lClCl Bank
Annexure 1 of Appendix-14: Advisory: For applicant and its B.G. Issuing Bank Branch.

Annexure 2 of Appendix-14: Request Letter: Transmission of Bank Guarantee cover message<to be submitted by applicant to B.G. Issuing Branch>
Appendix 15: Land & space rent plus utility charges

2.9 Clarifications

2.9.1 The Bidders seeking any clarification(s) on the RFP may notify the Authority through NIC CPP portal only (http://etenders.gov.in/eprocure/app) in accordance with Clause 1.4. They should send in their queries before the date specified in the schedule of RFP Process contained in Clause 1.4. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 07(Seven) days prior to the Bid Due Date. The Authority will publish all the queries and its responses thereto on NIC CPP portal only (http://etenders.gov.in/eprocure/app) for the benefit of all purchasers of the RFP without identifying the source of queries.

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

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

2.9.4 Any queries or request for additional information concerning this RFP shall be submitted through NIC CPPP portal (http://etenders.gov.in/eprocure/app) only. Any correspondence through E-MAIL or BY POST shall be summarily rejected and will not be accepted for any reason, whatsoever.

2.10 Amendment of RFP

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

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

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

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English. The supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered in evaluation of the Bid. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of bid

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

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

2.12.3 DELETED

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

2.13 Documents constituting the Bids

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

2.13.2 The Technical Bid shall contain the following documents:

a. Bid in the prescribed format Appendix-1 along with Annexures and supporting documents;
b. Statement of Legal Capacity as per the format at Appendix-2;
c. Power of Attorney for signing the Bid as per the format at Appendix- 3;
d. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-4;
e. copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-5;
f. Tender fee as per Clause 1.3.2;
g. copy of Memorandum and Articles of Association, if the Bidder is a body

corporate, and if a partnership then a copy of its partnership deed;

h. copies of Bidder's duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years. (FY 2023-24, FY 2024-25, FY 2025-26).
i. Bid Security in the format at Annexure 2;
j. A copy of the RFP and the Concession Agreement with each page initialed by the authorized person;
k. Self-attested copies of the PAN card, GST registration of Bidder/Lead Member. In case any or all the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non- applicability as submitted by the Bidder;
l. Declaration in respect of near relatives working in AAI, as per Appendix 11; and
m. signing the Bid in pursuance of the Power of Attorney referred to in hereinabove.

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

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

2.14 Bid Due Date

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

2.15 Late Bids

2.15.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. The Authority will not be responsible for any delay in receipt of Bids.

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

2.16 Modifications/ substitution/ withdrawal of Bids

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

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

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

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

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

2.17 Validity of Bids

2.17.1 Bid shall remain valid for 180 days (the "Bid Validity") from the Bid Due Date. A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.

2.17.2 In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

D. EVALUATION PROCESS

2.18 Opening and Evaluation of Bids

2.18.1 The Authority shall open the Technical Bids, on the prescribed date and time of opening at Directorate of Operations, RHQ, NER, Guwahati, Assam, 781015. In the event of the specified date Bid opening declared a holiday for the Authority, the Bids shall be opened at the appointed time and place on the next working day.

2.18.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.18.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in Clause 3.2.

2.18.4 The Bidders are advised that selection of Bidder will be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that no explanation(s) or justification(s) on any aspect of the Bidding Process or selection will be given.

2.18.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, officials, successors or assigns, but shall be binding against the Bidder if the Concession is subsequently awarded to it on the basis of such information.

2.18.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons. The Tender Fee shall be non-refundable in all circumstances.

2.18.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information/document from further evaluation.

2.18.8 In an event, the Bidder furnishes false information or a material misrepresentation, the Bid submitted by the Bidder is liable to be rejected at any stage, in accordance with the provisions set forth in Clause 2.7 and the Authority is free to take any other action as it deems fit including forfeiture of Bid security.

2.19 Confidentiality

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

as may be required by law or in connection with any legal process.

2.20 Test of Responsiveness

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

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

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

2.21 Clarifications

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

2.21.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. Qualification & Bidding

2.22 Shortlisting and notification

2.22.1 Upon the completion of evaluation of the bids, the Authority would announce One

Selected Bidder who will be granted the Concession for providing ground handling services at Shillong Airport. At the same time, the Authority shall not be bound to notify the other Bidders that they have not been shortlisted. The Authority will not entertain any query(s) or clarification from Bidders who fail to be selected.

2.23 Proprietary data

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

2.24 Correspondence with the Bidder

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

3 CRITERIA FOR EVALUATION

3.1. Evaluation parameters

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

3.2. Technical and Financial Capacity for purpose of evaluation

3.2.1. **Technical Capacity for Purpose of evaluation**

The Technical Bid shall contain the documents as per clause 2.13.2.

3.2.2. Financial Capacity for purposes of evaluation

(i) To be eligible, the minimum gross annual turnover should be greater than Rs. 5,00,000/-. The financial Turnover of the company will be considered in any one of the last three financial years from the date of publication of RFP i.e. FY 2023-24, FY 2024-25, FY 2025-26.

The Net worth should not be Negative at the close of the preceding financial year and also should have not eroded by more than 30% in the last three years at the close of preceding financial year, duly certified by chartered accountant/statutory auditor.

The Bidder shall enclose with its Bid certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the financial year FY 2023-24, FY 2024-25, FY 2025-26 and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of the Clause 3.2.2 (ii).

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

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

3.3. Shortlisting of Bidders

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

3.4. Financial Bid

3.4.1. Each Concessionaire operating at the Airport(s) is required to calculate the Revenue Share ("Revenue Share") as:

a. 5% of the Actual Gross Revenue from Scheduled Domestic Passenger Flight.
b. 15% of the Actual Gross Revenue from Users other than Scheduled Domestic

Passenger Flights and RCS flights; and

c. 0% for RCS flights

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

3.4.2. The Bidder is required to quote **Minimum Annual Guarantee** ("MAG") ("**over and above the MRAG**" as the financial bid ("Financial Bid") as per the format provided in Annexure 1.

3.4.3. The **Financial Bid** shall be furnished in 'MS excel – BOQ' file as uploaded on CPP portal (in the format provided, for reference, in Annexure 1 hereto), clearly indicating the MAG in both figures and words and upto 2 (two) decimal points. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Bid shall be submitted by each Bidder online on the NIC CPPP portal only(http://etenders.gov.in/eprocure/app).

3.4.4. Bidders with highest MAG quote over and above the MRAG will be the Selected Bidder ["Highest Bidder"].

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

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

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

3.4.6. DELETED

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

- Revenue share from Actual Gross revenue earned from Users other than Scheduled Domestic Passenger Flight is 15%.
- Revenue share from Actual Gross Revenue earned from Scheduled Domestic Passenger Flight is 5%.
- If applicable, the selected bidder shall form an SPV for the execution of the Concession Agreement (SPV).
- The following table provides profile of the revenue share to be paid by the SPV.
- Every year, the revenue share paid by SPV shall be calculated as maximum of either the MAG or the revenue share calculated as a fixed percentage (*as defined in the bid documents*) of revenue earned in that year.

Year	Year 1	Year 2	Year 3
Revenue of SPV from Users other than Scheduled Domestic Passenger Flight (R_{IA})	300	200	320
Revenue share from the Actual Gross revenue earned from Users other than Scheduled Domestic Passenger Flight (15%* R_{IA}=R_{sIA})	45	30	48
Revenue of SPV from Scheduled Domestic Passenger Flight (R_{DA})	50	80	100
Revenue share from the Actual Gross revenue earned from Scheduled Domestic Passenger Flight (5%* R_{DA}=R_{SDA})	2.5	4.0	5.0
MAG_A	50 (this is the quoted bid by the Selected Bidder A)	50 (this is the quoted bid by the Selected Bidder A)	50 (this is the quoted bid by the Selected Bidder A)
Total Revenue share calculated basis % defined in clause 3.4.1 (TR_A=R_{SIA}+ R_{SDA})	47.5	34	53
Premium to be paid (R_{PA}) Max (MAG_A, TR_A)	Max (50,47.5) = 50	Max (50, 34) = 50	Max (50, 53) = 53

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

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

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

Following is the illustration for clarity:

- Suppose a Concessionaire wins the contract and achieves COD on 29th October 2025. The MAG quoted by the Concessionaire is Rs. 120 crores, then the MMG for

the first year will be 120/12= Rs. 10 crores. The first instalment of MMG will be paid on 29th October 2025. By 5th day of next month, Concessionaire will pay Rs. 10 crores to the Authority. This amount is to be paid irrespective of the actual monthly revenue.

Month	% Revenue share calculated as per 3.4.1 (cr)	MMG (cr)	MMG paid to Authority (cr)	Positive amount to be paid by Concessionaire at reconciliation (cr)
October	Rs. 8	Rs. 10	Rs. 10	
November	Rs. 5	Rs. 10	Rs. 10	
December	Rs. 15	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 28	Rs. 30		0
January	Rs. 12	Rs. 10	Rs. 10	
February	Rs. 10	Rs. 10	Rs. 10	
March	Rs. 15	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 37	Rs. 30		Rs. 7
April	Rs. 5	Rs. 10	Rs. 10	
May	Rs. 6	Rs. 10	Rs. 10	
June	Rs. 10	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 21	Rs. 30		0
July	Rs. 12	Rs. 10	Rs. 10	
August	Rs. 20	Rs. 10	Rs. 10	
September	Rs. 5	Rs. 10	Rs. 10	
RECONCILIATION Total amount	Rs. 37	Rs. 30		Rs. 7
RECONCILIATION At end of the year	Rs. 123		Rs. 120	Rs. 14

	Total Amount (Cr)
Amount Paid by Concessionaire as MMG (A)	Rs. 120
Positive difference paid by the Concessionaire at time of reconciliation (B)	Rs. 14
Total Amount Paid by Concessionaire (A+B)	Rs. 134
MAG (C)	Rs. 120
Total amount of Revenue share calculated as per % defined in	Rs 123

3.4.1 (D)	
Premium (highest of C or D)	Rs 123
Amount to be paid by Authority at the time of reconciliation	Rs 134-123 =Rs 11

- After every three months, there will be reconciliation of the amount and the any positive difference will be paid by the Concessionaire. At the end of the year, the total amount will be reconciled. In case any amount is recovered over and above the Premium by the Authority, such amount shall be readjusted without any interest in the next MMG payment(s) by the Concessionaire to the Authority. At the time of termination of the Agreement for whatsoever reason, the Authority shall pay back such amount without any interest and after any adjustments of any other payments or Damages, as the case may be, that are due on Concessionaire.

  Bidders to note that a joint venture or a subsidiary of the AI Assets Holding Limited will not be liable to provide any Minimum Annual Guarantee at any of these Airports. This condition shall continue to apply for 84 months from the date a joint venture or a subsidiary of the AI Assets Holding Limited ceased to be a subsidiary or a JV of Public Sector Undertaking.

3.5. Selection of Bidder

3.5.1. After opening of Financial Bid, Bidders would be ranked from highest to lowest on the basis of the Minimum Annual Guarantee quoted (MAG) over and above of MRAG.

3.5.2. Bidders with the highest MAG quote will be the Selected Bidder ["Highest Bidder"].

3.5.3. DELETED

3.5.4. DELETED

3.5.5 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the **"first round of bidding"**), the Authority annul the bidding process.

3.5.6. DELETED

3.5.7. DELETED

3.5.8. DELETED

3.5.9. After selection, a Letter of Intent to Award ("**LOIA"**) shall be issued, in duplicate, by the Authority to the Selected Bidder(s). The Selected Bidders shall, within 07(Seven) days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the LOIA duly signed by the Selected Bidders is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOIA.

3.5.10. After acknowledgement of the LOIA as aforesaid by the Selected Bidders, it shall fulfill the conditions set forth as below:

Particulars	Timelines
Formation of SPV	The consortium has to make an application to the O/o Registrar of Companies within 07 working days of issuance of LOIA and form the SPV within 30 days from the date of issue of LOIA. In case of delay in application and formation of SPV, the delay period will be deducted from gestation period.
Submission of Security Deposit	45 days from LOIA
Security Clearance	If the agency/ SPV is required to obtain security clearance then it has to make an application in the e-sahaj portal of BCAS within 07 working days Issuance of the LOIA or after formation of SPV as the case may be and obtain security clearance within 90 days from the date of issue of LOIA.
Issuance of LOA	LOIA will be deemed to be LOA after obtaining security clearance.
Signing of Concession Agreement (Effective Date)	10 days from Issue of LOA
Allocation of Ground Handling Site (Commencement Date)	10 days from signing of the Concession Agreement
Application to AERA for approval of Tariff	10 days from signing of the Concession Agreement
Commencement of Ground Handling Operation (COD)	60 days from date of Security Clearance (In case of single entity & having valid security clearance the COD will be 60 days from the date of issue of LOIA)

The Selected Bidders shall procure all necessary security clearances under Applicable Laws, within the time specified in this clause. In case the Selected Bidders fail to obtain the security clearances as per the time specified, the Authority, at its discretion, reserves the right to extend the period for obtaining necessary security clearance ("Additional Extensions"), provided, the Selected Bidders provide reasonable justification for not being able to obtain such security clearances for reasons beyond its control. In the event, the Selected Bidders fail to procure security clearances even after such Additional Extensions, the Authority may annul the bid process and invite fresh tender. The Authority also reserves the right to forfeit the Security Deposit of the Selected Bidder who is unable to obtain the necessary security clearance even after such Additional Extensions.

3.6. Contacts during Bid Evaluation

3.6.1. The Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, the Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3. For the purposes of this Clause the following terms shall have the meaning. Hereinafter respectively assigned to them:

"corrupt practice" means:

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);or

(ii) save and except as permitted under Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process of after the issue of the LOIA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Concession or the LOIAA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Concession;

"fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

"coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in

the Bidding Process;

"undesirable practice" means

(i). establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

(ii). having a Conflict of Interest; and

"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Deleted

6. INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at https://etenders.gov.in/eprocure/app.

REGISTRATION

Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.

The bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built-in in the CPP Portal, to facilitate bidders' search for active Bids using several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the Bids they are interested in, they may download the required documents / tender schedules. These Bids can be moved to the respective 'My Tenders / My Bids' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case of any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

The bidder should, of its own accord, take into account any corrigendum published on the tender document before submitting their bids.

Please go through this tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid additional time and effort required to upload the same set of standard documents which are required to be submitted as a part of every bid, a provision to upload such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

The bidder should log into the site well in advance for bid submission so that they can upload the bid on time i.e. at or before the bid submission time. Bidder will be responsible for any delay due to other reasons.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

The bidder has to pay the tender fee online on the portal as per details given in Appendix 13 of this RFP.
Bidder can also pay Bid Security through online on the portal as per details given in Appendix 13 of this RFP as applicable and enter details of the instrument.

The bidder should prepare the EMD/Bid Security as per the instructions specified in the tender document. The original BG of EMD/Bid Security should be posted/couriered/delivered in person to the concerned official on or before the date and time specified in the tender documents. The details of the BG (Bank Guarantee) physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, failing which the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the

format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled in by all the bidders. Bidders are required to download the BOQ file (which is an excel file), open it and fill in the white colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed, the bidder should save the filled in file and submit it online, without changing the filename.

If the BOQ file is found to be modified by the bidder, the bid will be rejected.
The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

The uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid and all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

PASSWORD MAINTENANCE

The length of the password should be between 8 to 32 characters
The password should contain any English lowercase and uppercase (a-z and A-Z) characters.
The password must contain at least one number between 0-9.
The password must contain at least one special character from these [! @ # $ ^ * _ ~]
Sample password: Admin123$, India2000#, etc.

ABOUT DSC

Digital Signature Certificates (DSC) are the digital equivalent (i.e. electronic format) of physical paper certificates Just as physical documents are signed manually, electronic documents, for example e-forms, are required to be signed digitally using a Digital Signature Certificate. Transactions that are done through the Internet, if signed using a Digital Signature certificate become legally valid.

Bidders are required to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 certificates are valid for e-tendering purpose.

The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one (or) two years. The maximum period for which the DSC may be issued is two years. On the expiry of the term, the Digital Signature Certificate may be revalidated by paying the required fees.

Digital Signatures are legally admissible in a court of law, as provided under the provisions of the Indian Evidence Act, 1872.

Digital Signature Certificate (DSC) is not required for Companies but for individuals. For example- the Director or the Authorized signatory signing on behalf of a Company requires a DSC.

Bidders shall ensure that DSC should be issued in the name of the Authorized Signatory as per Power of Attorney only and same shall be used for submission of Bid

Each user logs in to the tender site through the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if the wrong password is given many times successively.

DSC PROVIDERS FOR PRIVATE FIRMS

A licensed Certifying Authority (CA) issues digital signature certificates. Certifying Authority (CA) is an authority that has been granted a license to issue a digital signature certificate under Section 24 of the Information Technology Act 2000.

Vendors such as TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) issue DSCs for bidders. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

SYSTEM REQUIREMENTS

Windows XP with latest service pack
Loaded IE 7.0 or above
Loaded JRE 1.6 or above
Antivirus Software with latest definition.
Internet connectivity
Scanner to scan the documents if required
Printer and PDF Creator.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the BID Inviting Authority for the tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact:

Mobile Numbers: +91 7878007973

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232.

Other Tel: 0120-4001002, 0120-4001005, 0120-4493395

E-Mail: cppp-nic@nic.in ; Technical - support-eproc@nic.in; Policy Related - cppp-doe@nic.in

7. MISCELLANEOUS

7.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(i). suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(ii). consult with any Bidder in order to receive clarification or further information;

(iii). shortlist or not to shortlist any Bidder and / or to consult with any Bidder in order to receive clarification or further information;

(iv). retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(v). independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.4. Ensure and procure that the vendor comply with all applicable permits and applicable laws including all applicable Labour Laws in the performance by them of any of Concessionaire's obligations under agreement.

7.5. In the scenario where post disinvestment of a joint venture (or subsidiary) of AI Assets Holding Limited, the new private entity taking over the joint venture (or subsidiary) of AI Assets Holding Limited or any entity where this new private entity has direct or indirect or common share holding of more than 20%, will not be allowed to participate in this bid.

In the scenario where the disinvestment of a joint venture (or subsidiary) of AI Assets Holding Limited is undertaken post or during the award of this Concession, then the Selected Bidder or the Concessionaire (in case of conflict with entity taking over the joint venture (or subsidiary) of AI Assets Holding Limited) selected for any AAI airport through the tender(s) would have to forgo or terminate this agreement under the provision provided in the Concession Agreement.

SCHEDULE I A - GROUND HANDLING SERVICES

RAMP HANDLING

1. Aircraft Handling

a. Attendance
b. Marshalling
c. Parking
d. Starting
e. Safety measures
f. Moving of aircraft
g. Mooring of aircraft
h. Ramp to flight deck communication

2. Aircraft Servicing

a. Liaison for fueling and defueling
b. Liaison with suppliers for replenishing of oil and other fluids
c. Cabin Equipment
d. Routine & Non-Routine Services
e. Cooling and heating
f. Storage of cabin material

3. Aircraft Cleaning

a. Exterior cleaning
b. Interior cleaning
c. Toilet service
d. Water service

4. Loading and Unloading

a. Loading and unloading of passenger baggage
b. Transshipment of passenger baggage
c. Operation of loading/unloading equipment
d. Position and removing of passenger stairs/bridges
e. Emplane/deplane passengers
f. Break/make-up of baggage

g. Bussing of passengers/crew
h. Bulk loading/unloading of baggage
i. Catering ramp handling
j. Load control
k. Communication
l. Flight operations
m. Crew administration

5. Cargo handling services at Airside (excluding Cargo Terminal/Warehouse Activities; Cargo Terminals/Warehouse will include Domestic Air Cargo Terminal, International Cargo Terminal, Courier, Transit/Transshipment terminal and Cold Storages etc.)

a. Loading, off-loading, export, import and transshipment cargo to/from the aircraft.
b. Post office mail handling services
c. Operate/provide/arrange essential equipment for handling of cargo
d. Transshipment of cargo
e. Bulk loading or unloading to/from aircraft
f. Customs control
g. Documentation handling
h. Physical handling outbound/inbound at ramp side
i. Transfer/ transit cargo
j. Courier cargo handling at airside
k. Palletisation or containerisation of cargo only at ramp side
l. Break-up or Make-up of cargo container or unit load device only at ramp side

6. Support Services

a. Accommodation
b. Automation or Computer systems
c. Unit load device control
d. Ramp fueling or defueling operations
e. Surface transport
f. Catering services – liaison and administration

Traffic Handling

1. Terminal Services

(a) Handling documents and load control
(b) Passenger and baggage handling at the airport terminals
(c) Traffic services at the airport terminals including passenger check-in

2. Flight Operations

(a) Inform the carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility
(b) Flight preparation at the airport of departure
(c) Flight preparation at a point different from the airport of departure
(d) In-flight assistance
(e) Post flight activities
(f) In-flight re-dispatch
(g) Communication system association with ground handling
(h) Material handling

3. Surface Transport

(a) Arrangement for the transportation of passengers/ baggage and cargo between separate terminals at the same airport
(b) Arrangements for passengers or crew transport together with their baggage between airport and city or other agreed points

4. Representational Services

(a) Liaison with local authorities
(b) Information to interested parties, movement of carrier aircraft
(c) Disbursement of payment on behalf of the carriers at all airports
(d) Supervision and administration services

Note: The services of the Ground Handling Agencies (GHAs) will be confined to the air side/ramp area only and out of Air Cargo Terminal. The Air Cargo Terminal Operator will undertake air cargo handling services within the air cargo terminal by appointment of different agencies other than GHAs appointed by the Airport Operator or as per local arrangement.

As far as Import/Domestic Inbound/Inbound transshipment cargo handlings are concerned, the GHS agency shall transfer the cargo from air side tarmac to the designated handshaking point and then hand over to the respective air cargo terminal operator on behalf of the airlines and subsequently remove all the empty ULDs to the designated area for their use in Ramp area. The appointed GHS will ensure Deposit of International Air Cargo within the Customs stipulated time to the Air Cargo Custodian.

Similarly, the GHS agency will assume taking over of the export/outbound domestic/outbound transshipment cargo from the designated handshaking point as described by the Airlines and Air Cargo Terminal Operator. The provision of empty ULDs and the cargo handling accessories shall be arranged by the airline through GHA agency and handed over to the air cargo terminal operator for processing of export/domestic outbound/outbound transshipment cargo within the air cargo terminal.

In case of Ramp transfer/tail to tail transfer of Transshipment cargo directly undertaken by Airlines by not handing over to Air Cargo Terminal Operator, the same may be appropriately dealt by Airlines themselves as per Customs regulations in association with GHS including updation of Customs EDI records.

SCHEDULE – II Airport

S. No.	Airport	Number of Concessionaire(s) to be appointed in addition to a joint venture or a subsidiary of the AI Assets Holding Limited	Presence of a joint venture or a subsidiary of the AI Assets Holding Limited
1.	Shillong Airport	1	YES

ANNEXURE 1

(Only for reference purposes. The bid to be submitted in the MS Excel - BOQ file as provided on the E-tender portal)

Name of the Bidder:

Note: - If MRAG is discovered at the airport then the following table will be used.

S. No.	Airport	Minimum Reserve Annual Guarantee (MRAG)	MAG (INR; in figures and upto 2 decimal points) excluding GST.	MAG offered (in words) excluding GST.
1.	Shillong Airport	Rs. 5,00,000.00/-		

Note: The Bidder is required to quote **Minimum Annual Guarantee ("MAG")** over and above the MRAG as the financial bid.

ANNEXURE 2
Part I FORMAT OF BANK GUARANTEE

B.G. No. Dated:

1. In consideration of you, Airports Authority of India, having its office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 110003, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at …… (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Ground Handling Services at Shillong Airport (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at ……. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.3.4 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ……. (Rupees only) (hereinafter referred to as the "Guarantee")
as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. …… (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date plus claim period of 60 (Sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the

terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. …… crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank

in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms ……., its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Date:

Place:

Witness I: Witness II:

ANNEXURE 2
Part II

(Letter of Understanding from the Depositor to be submitted along with Bank Guarantee)

The Branch Manager,

… Bank,

……..

Sub: My/Our bank Guarantee No. ……dated……. for Rs… Issued in favour of AAI A/c No 30854418615.

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security/Earnest money on account of contract awarded/to be awarded by M/s Airports Authority of India to me/us.

I hereby authorize the AAI in whose favour the deposit is made to encash / close the subject bank guarantee before maturity/on maturity towards adjustment of dues without any reference/consent/notice from me/our side and the bank is fully discharged by making the payment to Airports Authority of India.

(Signature)
Name

Designation of Authorized
Representative (Depositor)
Address
Contact Details (e-mail & phone)

Place:

Date:

ANNEXURE 3

DETAILS OF BIDDER/ MEMBERS OF CONSORTIUM

1. The following information:
   a. Name of Bidder (Lead Member/other Members):
   b. Country of incorporation:
   c. Address of the corporate headquarters and its branch office(s), if any, in India:
   d. Date of incorporation and/ or commencement of business:
   e. Deleted
   f. PAN Number and GST Registration Certificate (as applicable);

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Concession (please provide details of the airports/ cities/ countries the Bidder is operational):

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   a. Name:
   b. Designation:
   c. Company:
   d. Address:
   e. Telephone Number:
   f. E-Mail Address:
   g. Fax Number:

4. Particulars of the authorized signatory of the Bidder:
   a. Name:
   b. Designation:
   c. Address:
   d. Phone Number:
   e. Fax Number:

5. In case of a Consortium:

   a. The information mentioned above in Clause 1, 2 and 3 shall be provided for all the Members of the Consortium;
   b. A copy of the Joint Bidding Agreement, as envisaged in Appendix 5 shall be attached to the Bid;
   c. Information regarding the role of each Member should be provided as per table below:

S.no.	Name of the Member	Role of the Member	Percentage of equity stake in the Consortium
1.			
2.			
3.			

The following information shall also be provided for each Member of the Consortium:

Name of the Bidder/Member of the Consortium:

Sr. No.	Criteria	Yes	No
1.	Has the Bidder/Member of the Consortium been barred by the Central/State Government, or any entity controlled by it, from participating in any concession/project?		
2.	Has the Bidder/Member of the Consortium been barred or blacklisted by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Inter- American Development Bank, Asian Infrastructure Investment Bank, etc. or the United Nations or any of its agencies, from participating in any concession/project.		
3.	If the answer to 1 is yes, does the bar subsist as on the date of this Bid?		
4.	Has the Bidder/Member of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

6. A statement by the Bidder and each of the Members of the Consortium (where applicable) or any of their Affiliates disclosing material non-performance or contractual non-compliance in past contracts/licenses, contractual disputes and litigation/arbitration in the recent years us given below (attach extra sheets, if necessary):

7. Staff Strength of Bidder

a. Organizational Structure of the Company:
b. Number of staff:

Note: This information is to be provided for all the Members of the Consortium.

(Signature, Name and Designation of Authorized

Signatory)

Address

Contact details (Phone no. & e-mail)

Name and seal of the Bidder/ Lead Member

Date:

Place:

ANNEXURE 4
FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clauses 3.2.2 of the RFP)

[On the letterhead of the statutory auditor of the Bidder/ Affiliate/ Member of the Consortium]

Net worth and Turnover of the Bidder

Subject: Bid for shortlisting of Bidders for Concession for providing Ground Handling Services at Shillong Airport.

Based on the books of accounts and other published information authenticated by it, this is to certify that [•] (insert name of the Bidder/ Affiliate/ Member of the Consortium) is having net worth & turnover as per table below for the Accounting Years/ financial years [•].

Name of the Bidder/ Affiliate/ Member of the Consortium	**Net worth (INR) for the Financial Year**		
	FY 2023-24	**FY 2024-25**	**FY 2025-26**

Name of the Bidder/ Affiliate/Member of the Consortium	**Turnover Amount (INR lakhs)**		
	FY 2023-24	**FY 2024-25**	**FY 2025-26**

(Signature of authorized signatory) Name of authorized signatory: Designation of authorized signatory:

Registration/Membership Number of Authorized signatory:

Date:
Place:
Name of the statutory audit firm:

Seal of the statutory audit firm:
Registration number:

ANNEXURE 4A

DELETED

ANNEXURE 5A

Deleted

ANNEXURE 5B

DELETED

ANNEXURE 5C

DELETED

ANNEXURE 6

Certificate from Statutory Auditor/ Company Secretary regarding Affiliate

Subject: Bid for shortlisting of Bidders for Concession for providing Ground Handling Services at Shillong Airport.

Based on the authenticated records of the Company, this is to certify that of the subscribed and paid up voting equity of (name of the Bidder/ Member/ Affiliate) is held, directly or indirectly, by ……. (name of Affiliate/ Member/ Bidder) as on (insert date). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Affiliate in terms of definition of Affiliate in the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder or the Member and the Affiliate. In the event the Affiliate is under common control with the Bidder/ Member, the relationship may be suitably described and similarly certified herein}

Name of the audit firm:

Seal of the audit firm:

(Signature, Name, Designation and Address of the authorized signatory)
Date:

Place:

ANNEXURE 7

Undertaking to be submitted after opening of
Technical bid through e-portal on demand of AAI

To,
General Manager (Operations)
Airports Authority of India
Regional Headquarters – North Eastern Region
Guwahati, Assam, 781015

Sub-
Dear Sir
We hereby confirm and undertake that there is no conflict of interest existing as on bid submission date of <DATE TO BE ENTERED>, between us and any of the remaining bidders namely <Name to be disclosed by Authority>, under any of the provisions of the RFP dated < DATE TO BE ENTERED>.
Regards

Name & Signature of Authorized Signatory
Designation
Name and Seal of the Bidder / Lead Member
Date:
Place:

ANNEXURE 8

List of original documents to be submitted as per RFP

Following original documents are to be sent to the below mentioned address within 5 working days from Bid due date.

General Manager (Operations)
Airports Authority of India
Regional Headquarters – North Eastern Region
Guwahati, Assam, 781015
Email: gmopsner@aai.aero

S. No.	Document
1.	Bid Security- Bank Guarantee in original

APPENDIX 1
Acceptance Letter

Date:

To,

General Manager (Operations)
Airports Authority of India
Regional Headquarters – North Eastern Region
Guwahati, Assam, 781015
Email: gmopsner@aai.aero

Sub: Acceptance of AAI Tender Conditions.

Dear Sir,

With reference to your RFP document with Tender ID No. 2026_AAI_295069_1 Dated …….. provided to me/us by Airports Authority of India and;

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.

2. We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.

3. I/We hereby unconditionally accept the tender conditions of AAI"s tender documents in its entirety for the above facility.

4. The contents of Clause IV of Notice inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.

5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.

6. I/We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.

7. I/We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

8. I/We certify that I/we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our partner have I/ we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory

requirements.

9. I/ We hereby declare that:

   a. I/We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.

   b. I/We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government,
   Central or State; and

   c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 4.1 to 4.3 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

   d. I/ We do not have any conflict of interest in accordance with Clause 2.2.1 of the Tender Document. Further, we hereby confirmed that there is none of our Affiliate/Associate is participating in the tender with whom there is Conflict of Interest.

10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.

11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above-mentioned concession and the terms and implementation thereof.

12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.

13. I / We confirm having submitted the Tender Processing Fee of Rs. …… (Rupees…….) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.

14. I / We confirm having submitted the EMD/Bid Security of Rs…… (Rupees…….) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.

15. I / We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.

16. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.

17. I/We declare that I/We have not paid and will not pay any bribe to any Officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills. If any officer of AAI asks for bribe/gratification, I will immediately report it to the appropriate authority in AAI.

Dated this ……Day of ……., 202_.

Name & Address of the Applicant:	
Name, Signature & Seal of the Authorized Representative	

APPENDIX 2

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

General Manager (Operations)
Airports Authority of India
Regional Headquarters – North Eastern Region
Guwahati, Assam, 781015
Email: gmopsner@aai.aero

Subject: Bid for shortlisting of Bidder for Concession for providing Ground Handling Services

Dear Sir,

We hereby confirm that We/ our Members in the Consortium (constitution of which has been described in the Bid) * satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium. *

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours

faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of……..

*Please strike out whichever is not applicable.

APPENDIX 3

POWER OF ATTORNEY FOR SIGNING OF BID

(*To be executed on stamp paper Rs. 100 and duly notarized*)

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms [●], Son/ daughter/ wife of [●] and presently residing at [●], who is presently employed with us/ the Lead Member of our [●] Consortium and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Concession to provide Ground Handling Services at <Airport Name> in India ("Concession") proposed by Airports Authority of India ("Authority") including but not limited to signing and submission of all Bids, and other documents and writings, participate in pre-bid conference(s) and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.|

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. |IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●] 20__

For

Witness: (Signature, name, designation and address)

1.

(Notarized)

2.

Accepted:

Signature

(Name, Title and Address of the Attorney)

Notes:

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

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

APPENDIX 4

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(*To be executed on stamp paper of Rs. 100 and duly notarized*)

Whereas the [●] (the "Authority") has invited bids from pre-qualified and short-listed parties for the [●] Concession (the "Concession").

Whereas, [●] and [●] (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Concession to provide Ground Handling Service at <Airport Name> in India, in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Concession, and;

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Concession and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [●] having our registered office at [●], M/s. [●], having our registered office at [●], and M/s. [●], having our registered office at [●], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [●], having its registered office at [●], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Concession, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Concession, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Concession and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●] 20[●]

For |(Signature, Name & Title)

For |(Signature, Name & Title)

For ……

(Signature, Name & Title)

Witnesses:

1.

2.

Notes:

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

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

APPENDIX 5

JOINT BIDDING AGREEMENT

(*To be executed on Stamp paper of Rs. 100 and duly notarized*)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of 2026

AMONGST

1. _____, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. , a company incorporated under the Companies Act, 1956/2013and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. , a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".|

WHEREAS,

THE AIRPORTS AUTHORITY OF INDIA, established under the Airports Authority of India Act, 1994, represented by its Chairman and having its principal offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi- 110003 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids ("**Bids**") by its Request for Proposal No dated ("**RFP**") for short-listing of Bidders for Concession to provide Ground Handling Services at the Authority managed airports in India (the "**Concession**").|

(a) The Parties are interested in jointly bidding for the Concession as Members of a Consortium and in accordance with the terms and conditions of the RFP

(b) document and other Bid documents in respect of the Concession, and

It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium ("**Consortium**") for the purposes of jointly participating in the Bidding Process for the Concession.

The Parties agree that the change in the composition of the Consortium shall not be permitted by the Authority after the submission of the Bid.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Concession, it shall incorporate a special purpose vehicle ("SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Concession.

4. Role of the Parties

The Bidder / all the members in the case of consortium undertake to perform all the roles and responsibilities required to be fulfilled for the concession. The role and responsibility of the other members of the consortium are as follows:

First Party:

Second Party:

Third Party:

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Concession and in accordance with the terms of the RFP and the Bidding Documents, till such time as the commercial operations of the Concession are achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: [●]

Second Party: [●]

Third Party: [●]

The Parties undertake that more than 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the expiry of the term of Concession, be held by the lead partner.

The Parties undertake that the Members whose experience has been evaluated for Technical Capacity and Financial Capacity for the purposes of this RFP, hold a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV, until the entire Concession Term in accordance with the provisions of the Concession Agreement.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the

financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Concession Term is achieved under and in accordance with the Concession Agreement, in case the Concession is awarded to the Consortium. However, the Agreement will stand terminated in case the Bidder is not shortlisted or upon return of the Bid Security by the Authority to the Bidder, as the case may be, whichever is later.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE MENTIONED

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of Second Part	SIGNED, SEALED AND DELIVERED For and on behalf of Third Part
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)

In the presence of:

1.
2.

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX 6
FORMAT OF AFFIDAVIT

(*To be executed by Bidder (all Members of the Consortium, in the case of a Consortium) on stamp paper of Rs. 100/- and duly notarized*)

I, ……S/o……, the authorized signatory for M/s
do hereby solemnly affirm and declare as under:

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for shortlisting of the Bidders for the aforesaid Concession, and we certify that all information provided in the Bid, Schedule I to II, Appendix 1 to 11 and in Annexes 1 to 8 are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

2. This statement is made for the express purpose of shortlisting as a Bidder for providing Ground Handling Services on the basis of aforesaid Concession.

3. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the qualification statement.

4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason(s) or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the preceding 3 (three) years, we/ any of the Members of the Consortium or our/ their Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:

   (a) I/ We have examined and have no reservations to the RFP document, including any addendum issued by the Authority;

   (b) I/ We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) and Clause 2.2.1 (d), and I/ we shall comply with 2.2.1 (f) and 2.4.1, mentioned in the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State.

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(e) {I/ We hereby certify that we are in conformity with the provisions of Clause 2.2.4 (i), 2.2.4 (ii), 2.2.4 (iii), 2.2.4 (iv) and 2.2.4 (v) of the RFP document.}

(f) The undertakings given by us along with the Bid in response to the RFP for the Concession are true and correct as on the date of making the Bid and I/We shall continue to abide by them.

(g) I/ We declare that we/ any Member of the Consortium, shall not simultaneously submit the Bid as an individual entity and as a Member of a Consortium for the same Airport. In case, I/We do not abide by the same, our/my Bid shall be liable for rejection by the Authority.

(h) I/ We declare that there is no pending, active or previous legal action that prevents me/ us from submitting the Bid and executing the Concession Agreement or fulfilling the conditions of the Concession.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Concession, without incurring any liability to the Bidders, in accordance with Clause 7.2 of the RFP document.

8. I/ We believe that we/ our Consortium satisfy(s) the turnover criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit the Bid.

9. I/We declare that we, any Member of the Consortium and any of our/ their Affiliates does not have any Ownership Interest in any of a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Concession or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ its Affiliates or against our CEO or any of our directors/ managers/ employees.

13. I/We further certify that we or any of our Affiliates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Bid.

14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/We are attracted by the provisions of disqualification as per this RFP, I/We shall intimate the Authority of the same immediately.

15. I/ We acknowledge and agree that in the event of a change in control of an Affiliate, whose Eligibility Criteria would be taken into consideration for the purposes of short-listing and selection under and in accordance with the RFP, I/We shall inform Authority forthwith along with all relevant particulars and Authority may, in its sole discretion, disqualify us/ our Consortium or withdraw the Letter of Intent to Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without Authority being liable to us in any manner whatsoever.

16. The Statement of Legal Capacity as per format provided in the RFP documents, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided in RFP are also enclosed.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the shortlisting of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Concession and the terms and implementation thereof.

18. I/ We have studied the RFP documents carefully and also surveyed the site at the airport. We understand that we shall have no claim, right or title arising out of any

documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

19. I/We agree and understand that the Bid is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.

20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

21. {We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the expiry of the Concession Term in accordance with the Concession Agreement.}

22. The amount quoted by me in the Financial Proposal and in Forward Bidding have been quoted by me/us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Project and implementation of the Project.

23. I/ We agree and undertake to abide by all the terms and conditions of the RFP.

DEPONENT

VERIFICATION

I, ……, the above name deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 21 are true and correct to the best of my/our knowledge and belief and nothing is concealed there from.

Verified at ……. this ……. day of 20__

DEPONENT

1. **Shri Satish Chander, MES [Retd.], A-1, 601, Windsor Avenue, Wanowrie, Pune – 411022**, **Mobile no. 094172-56367, Email –** satishchander.adg@gmail.com --has been appointed as Independent External Monitor (IEM) for this pact.

2. **Shri P. R. Ravikumar, IRS [Retd.], Akshath, No.84, First Avenue, Kumaranasan Nagar, Elamkulam PO, Ernakulam, Kerala – 682020, Mobile no. 085470-02410 & 088487-67105, Email:** p_r_ravikumar@yahoo.com has been appointed as Independent External Monitor (IEM) for this pact.

APPENDIX- 7

PRE-CONTRACT INTEGRITY PACT (or as revised by Authority)

This Pact made this day of _____ between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at …….. in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers, or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

represented by of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

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

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

AND WHEREAS the Bidder is submitting a tender to the Authority for……
In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

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

desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Authority;

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

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

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

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

3. Commitments of Bidders/Contractor.

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

The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2(i) The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.

3.2(ii) The Bidder / Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 The Bidder/ Contactor shall when presenting his/her bid disclose any and all the payments he/she has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder/ Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he/she has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder/ Contractor will inform to the Independent External Monitor.

3.10.1 If he receives demand for an illegal/undue payment/benefit.
3.10.2 If he comes to know of any unethical or illegal payment/benefit.
3.10.3 If he makes any payment to any Authority's associate(s)

3.11 The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/ Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Bidder/ Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/ work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

4.1. The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.

4.2. The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3. That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor (s) and associate (s) whose value of the work contribution exceeds Rs 0.5 Crores.(Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point Five Crores.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.

4.5. That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

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

5. Bid Security, Tender Fee, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an TENDER FEE/Bid Security/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT/ tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contracts.

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit bid security.

(iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other

than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letters of Credit have been received in respect of any contact signed by the Authority with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount, equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2. The Authority will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks lit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4. That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5. The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

8.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4. That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.7. That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.

8.8. That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9. The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance jurisdiction is the Corporate Headquarter / the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

11.1. That the changes and supplements as well as termination notices need to be made in writing.

11.2. That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

11.3. The person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she shall await their decision in the matter.

12. Pact duration (Validity)

12.1. That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2. That if any claim is made /lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by the Chairman of the Authority.

12.3. That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at on _____

Buyer	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	Witness
Deptt. / Ministry / PSU	1.
Witness	
1.	
	2.
2.	

APPENDIX 8

SUBMISSION CHECKLIST

The Bidders are advised to arrange the submissions/documents in the following order. Each page of the Bid is to be serially numbered, signed and stamped by the authorized signatory of the Bidder.

No.	Document Name	To be furnished by	To be Notarized	To be Provided on Stamp Paper of INR 100/-	Submitted (Yes/No)
1.	Index of submissions	Bidder/ Lead Member	No	No	
2.	Copy of the RFP and the Concession Agreement with each page initialed by the authorized person	Bidder/ Lead Member	No	No	
3.	Appendix 1- Acceptance Letter	Bidder/ Lead Member	No	No	
4.	Annexure 2 (Part I and Part 2)- Bank Guarantee	Lead Member	No	No	
5.	Annexure 3 – Details of Bidder	All Members (separately)	No	No	
6.	Annexure 4– Financial Capacity of the Bidder.	Bidder/ Lead Member/ All Members	No	No	
7.	Annexure 4A- DELETED	DELETED			
8.	Annexure 5 – Technical Capacity (contains certificates 5A, 5B, 5C)	DELETED			
9.	Annexure 6 – Certificate from Statutory Auditor/ Company Secretary regarding affiliate	Bidder/ All Members	No	No	
10.	Appendix 2- Statement of Legal Capacity	Bidder/Lead Member	No	No	
11	Appendix 3- Power of Attorney for signing the Bid	Bidder/Lead Member	Yes	Yes	
12.	Appendix 4 (applicable in the case of Consortium)- Power of Attorney for Lead Member of Consortium	Jointly by all Members	Yes	Yes	

	Document Name	To be furnished by	To be notarized	To be provided on Stamp Paper of INR 100/-	Submitted (Yes/No)
13.	Extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing the Power of Attorney for the delegation of power hereunder on behalf of the Bidder (to be submitted wherever required)	Bidder/ Lead Member/ Member (as applicable)	Yes	No	
14.	Appendix 5- (applicable in the case of Consortium)- Joint Bidding Agreement	Jointly by all Members	Yes	Yes	
15.	Appendix 6-Affidavit	All Members	Yes	Yes	
16.	Documents of Incorporation	All Members	Yes	No	
17.	Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed	All Members	No	No	
18.	Duly audited balance sheet and profit and loss account of the 3 preceding financial years.	Bidder/ Lead Member/ Member (as applicable)	No	No	
19.	Documentary proof of payment of Bid Security.	Bidder/ Lead Member	No	No	
20.	Scan copy of PAN card and GST certificate	Bidder/ Lead Member	No	No	

	Document Name	To be furnished by	To be notarized	To be provided on Stamp Paper of INR 100/-	Submitted (Yes/No)
21	Copies of the SGHA/ Airline Ground Handling Agreement for evaluation of ground handling experience	DELETED			
22	Appendix 7- Pre-Contract Integrity Pact	Bidder/ Lead Member	No	No	
23	Appendix 8- Submission Checklist	Bidder/ Lead Member	No	No	
24	Appendix 9A- Undertaking with information on contracts with AAI	All Members	No	No	
25	Appendix 9B – Outstanding Dues	All Members	No	No	
26	Appendix 9C – Undertaking related to no dues at AAI airports	All Members	No	No	
27	Appendix 10-Declaration	All Members	No	No	
28	Appendix 11- List of relatives	All Members	No	No	
29	Appendix 12- Undertaking related to the orders issued by Ministry of Finance	DELETED			

Date: Name: Designation:
Place: Seal of the Bidder/Lead Member:

Signature:

APPENDIX 9A

Undertaking with information on contracts with AAI or through contract with Airlines (Non-entities)

I/We hereby declare that we are having/had the following contracts with Airports/offices controlled by Airports Authority of India through a direct contract or through a contract with Airlines (for example as non-entity) or any other party (in any capacity whatsoever and not being limited to as a role of a Concessionaire or license at AAI)

S no.	Airport Name	Facility/Contract	Contract Period	
			From	To

(In case of no contracts in AAI controlled Airports, indicate NIL)

Date:

Signature:
Name:
Designation:
Address:

Place:

Seal of the Bidder/Bidder's Affiliate/Lead Member:

Notes:

Please ensure that there is no discrepancy about the names of the airport where the bidders/ consortium members have worked/ are working as mentioned by you in Appendix 9(A), 9(B), Annexure 3 and other parts of the bid documents submission. In case of discrepancy, AAI reserves the right to reject the bid.

APPENDIX 9B

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

1. Name of Contract :
2. Agreement No.
   (if contract is with AAI) :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period:
7. Amount of Outstanding Dues up to 30.09.2026 (Disputed and un-disputed amounts to be shown separately)

Item	Disputed Amount (Rs)	Un-disputed Amount (Rs.)	Remarks
License Fee			
Space Rent			
Utility Charges			
Interest			
Any other item			
Total			

8. Details of any arbitration/litigation

Signature of Airport
Director/Officer In-charge
Name:
Designation:
SHILLONG Airport

<u>Note: A separate certificate has to be produced in respect of each contract</u>

APPENDIX 9C

Undertaking to be submitted on the letterhead

To,

General Manager (Operations)
Airports Authority of India
Regional Headquarters – North Eastern Region
Guwahati, Assam, 781015
Email: gmopsner@aai.aero

Dear Sir

We confirm that we have read all the clauses mentioned in the RFP Tender ID no2026_AAI_295069_1 dated <> and understand that in case we/ our consortium, are the First Selected bidder/Second Selected Bidder , then in the intervening period i.e. after the submission of tender and before finalization of award, if any amount is found as outstanding against us, we shall clear such dues (undisputed ones) before the award of the license.

Regards

Name & Signature of Authorized Signatory Designation
Name and Seal of the Bidder / Lead Member
Date:
Place:

APPENDIX 10

DECLARATION

(*On letterhead of the Bidder/Lead Member*)

I_____<Name, Designation & Company Name with Address>, do hereby solemnly affirm and state as follows:

1. I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India:

S. No	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (Disputed & Undisputed)
			From	To		
1						
2						

(In case of no contracts in AAI controlled Airports, indicate NIL)

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details).
3. I/We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues with AAI". (In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in clause 2.2.1 of general terms and conditions of tender document.
7. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:
Place:

Signature:
Name:
Designation:
Address:

Seal of the Bidder/Lead Member

APPENDIX 11

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

S. No.	Name of Employee	Designation	Relationship with Tender(s)	Place of Posting

Date:
Place:

Signature:
Name:
Designation:
Address:

Seal of the Bidder/Lead Member

APPENDIX 12

Undertaking to be submitted on the letterhead of the lead bidder

DELETED

APPENDIX 13

Operational instruction for payment of Tender Processing Fee/ Bid Security/Earnest Money Deposit through CPP portal

AIRPORTS AUTHORITY OF INDIA
O/o Member (Planning)

No. AAI/MPLG/Tech. Inst./2020/P-158/47 **Date:05 October 2020**

Technical Instruction No. – 10 (Revised)

Subject: - Payment Gateway Integration on CPP Portal for collection / refund / settlement of Tender Processing Fee and EMD.

1. AAI has implemented acceptance of Tender Processing Fee and Earnest Money Deposit (EMD), if paid through online, through Payment Gateway on CPP Portal. The settlement of Tender Processing Fee, forfeiture / refund of EMD as per the case, will be executed through online mode except if EMD submitted in the form of Bank Guarantee(BG)-Paper Form.

2. State Bank of India (SBI) has been authorized as a Nodal Bank and its payment gateway has been integrated / mapped with CPP Portal for the collection of Tender Processing Fee and EMD through e-procurement portal from various bidders participating in e-Tendering / e-Procurement process.

3. SOP for online payment, refund and settlement of Tender Fee/EMD is enclosed as **Annex-I**.

4. All concerned are instructed to take necessary action to incorporate the Online Payment option in the fresh NITs/RFP/RFQ for procurement of Goods/ Works/ Services so that collection of Tender Fee/EMD (if paid through online mode), refund of EMDs to unsuccessful bidders, settlement of Tender Processing Fee and forfeited EMD, Refund of Tender Processing Fee & EMD in case of cancellation/ re-tender before opening or Refund of EMD after opening of Tender could be done through online mode with immediate effect.

5. The existing provisions of offline submission of Tender Fee /Earnest Money Deposit (EMD) shall not be accepted in fresh NITs / Tenders. Contractors may have the option to submit EMD in the form of Bank Guarantee (BG) -paper form, if EMD amount is more than Rs.10.00 Lacs. The relevant clauses of NIT's/ Tender Document's may also be amended accordingly.

6. The above instructions may be brought to the notice of all the concerned for strict compliance.

7. This Technical Instruction will supersede earlier issued Technical Instruction No-10 vide Ref. No. AAI/Member (Plg)/CPPP/2019 Dated 23rd March, 2019

All Technical Instructions/ Circulars issued are available on AAI website under following path:

www.aai.aero/en => Emp Login => Circulars & Orders (Double click) => Check Circulars only => Department type (Engg.) → check all 3 options => Circular Type (Technical) → check all 3 options => Search

. **Encl: As above**

05.10.20

(A.K. Pathak)
Member (Planning)

Distribution: As per standard list

Annex- I

Standard Operating Procedure for Online payment, refund and settlement of EMD and Tender Fee through CPP Portal

e-Tendering brings in economy, efficiency and transparency in the procurement of goods, works and services. CVC are inclined to force implementation of e-Tendering in all Govt. departments & PSUs. Online payment gateway for payment, refund and settlement of EMD and Tender Fee is part of the implementation of e-Tendering system i.e. CPPP https://etenders.gov.in .

Stakeholders:

1. **Tender Floating Department:** Airports Authority of India (AAI)
2. **The Technical Service Providers (TSP)** - NIC to facilitate CPP Portal with entire back end process and providing technical support to the Government Dept.
3. **Bank** - AAI has authorized State Bank of India as nodal bank provides payment gateway services and receives Tender fees and Earnest Money Deposits (EMDs) from various bidders participating in e- Tendering/ e-procurement process, holds the amount in Current/Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of all bidders, Bank will refund EMD to unsuccessful bidders and the EMD of L 1 bidder will remain in the pooling account and after AOC completion on the portal, the L 1 bidders EMD amount will be refunded
   to their source account. This will be happened as per instruction received from TIA through online portal. Customized MIS will be provided to the Tender Floating Department i.e. AAI.
4. **The Bidders** - The bidders are organizations/corporate/individuals who apply for the tender floated by the tender floating department and participate in the tendering process.
   Bidders are directly involved in making the use of this e-System for making payments and getting refunds into their accounts.

Eligibility (Prerequisite for e-Tendering)

1. Tender Inviting Authorities (TIA) & the bidders should enroll on CPP Portal https://etenders.gov.in to carry out the procurement activities.
2. Portal login will be through two factor authentication i.e. User id & password followed by the login through DSC.
   - TIA must have Digital Signature Certificate (DSC) with Signing and Encipherment feature
   - Bidders must have DSC with Signing feature

Bank Account Details

a. Common Pooling A/C for EMD and Tender Fee Collection
b. Tender Fee Settlement A/c for Settlement of Non-refundable Tender Fee amounts
c. Forfeited EMD Settlement A/c for Settlement of forfeited EMD amounts

Payment gateway for End to End Procedures:

1. **Collection Process**:

   a. **Online collection of EMD and Tender Fee**: As per current provision in the portal, TIA will allow the option of **Online Mode** for collection of EMD and Tender Fee while publishing

tender, so that the bidders can deposit these fees through **Net Banking** (SBI and Other Banks) and **NEFT/RTGS**.

b. **Collection of EMD through Bank Guarantee(BG):** During the tender creation TIA will allow the option of "**EMD through BG or EMD Exemption"** so that bidders will be able to upload the copy of BG or Exemption certificate as per tender terms and condition.

Note: *Keeping in the view of running tender status, the portal currently has both online and offline payment options for next few days, after which the offline mode will be disabled.*

2. During the collection process the amount will be debited from the bidder account and credited to the collection pooling account of the AAI.

3. Till the tender opening all the collected amount will be residing in the collection pooling account of AAI.

4. **Refund and Settlement process:**

   a. **Step-I:** After opening the tender, bid submitted successfully along with the online payment, the tender fee settled to 'Tender Fee Settlement Account' and EMD amount will remain in 'Pooling Account'.
   b. **Step-II: On Technical Evaluation**: After submission of technical evaluation report on the CPP portal, the 'EMD of Technically Qualified bidders will remain in the pooling account' and EMD amount of rejected bidders will be refunded to their source account.
   c. **Step-III: On Financial Evaluation:** After submission of financial evaluation report on the CPP portal, the 'EMD of L1 bidder will remain in the pooling account' and EMD amount of rejected bidders will be refunded to their source account.
   d. **Step-IV: EMD Refund of L1:** After AOC completion on the portal, the L1 bidders EMD amount will be refunded to their source account and for this Bid managers are advised to complete the AOC process:
      - Only after receiving the PBG and its confirmation from the bank.

      or

      - Adjustment of Security Deposit (SD) as per NIT Condition.

5. **In the case of "Cancellation of tender" before opening and "Re-Tender":**

   - All the submitted amount will be refunded to the bidders.

6. **In the case of "Cancellation of tender" after opening and "Re-Tender":**

   - The tender fee has already settled to the AAI's tender fee settlement account at the EoD of tender opening.
   - Now only EMD residing in the collection pooling account, the EMD will be refunded to the bidders.

7. **In case of 'Withdraw of bid' by the vendor:**

   - Procurement system allows the bidder to withdraw till the bid submission closing date, assume that the bidder has paid the amount and withdrawn the bid, eProcurement system will initiate the refund of EMD on the day of tender opening.

8. **In case of Revocation Corrigendum:**

- If TIA publishes revocation corrigendum to accept the rejected bidder than TIA must ask EMD again via offline mode before publishing the revocation corrigendum because EMD amount has already been refunded or refund initiated to the rejected bidders A/c.

9. **Procedure for Forfeiture of EMD through CPP Portal**:

Forfeiture activity can be performed at the time of rejection of the bidder.

Step I: Rejected the bidder during the Technical or Financial Evaluation process. **Step II:** On the same day, use the menu "Forfeiture Menu" to Forfeit the EMD. **Step III:** Select the tender and then the bidder to forfeit the EMD
Step IV: At the end of the day System will settle the Forfeited EMD to "Forfeited EMD Settlement A/c"

Note: ***Forfeiture of EMD will have to be claimed on same day of rejection otherwise it will not be available in the system because at the end of the day CPPP will initiate refund to the rejected bidders.***

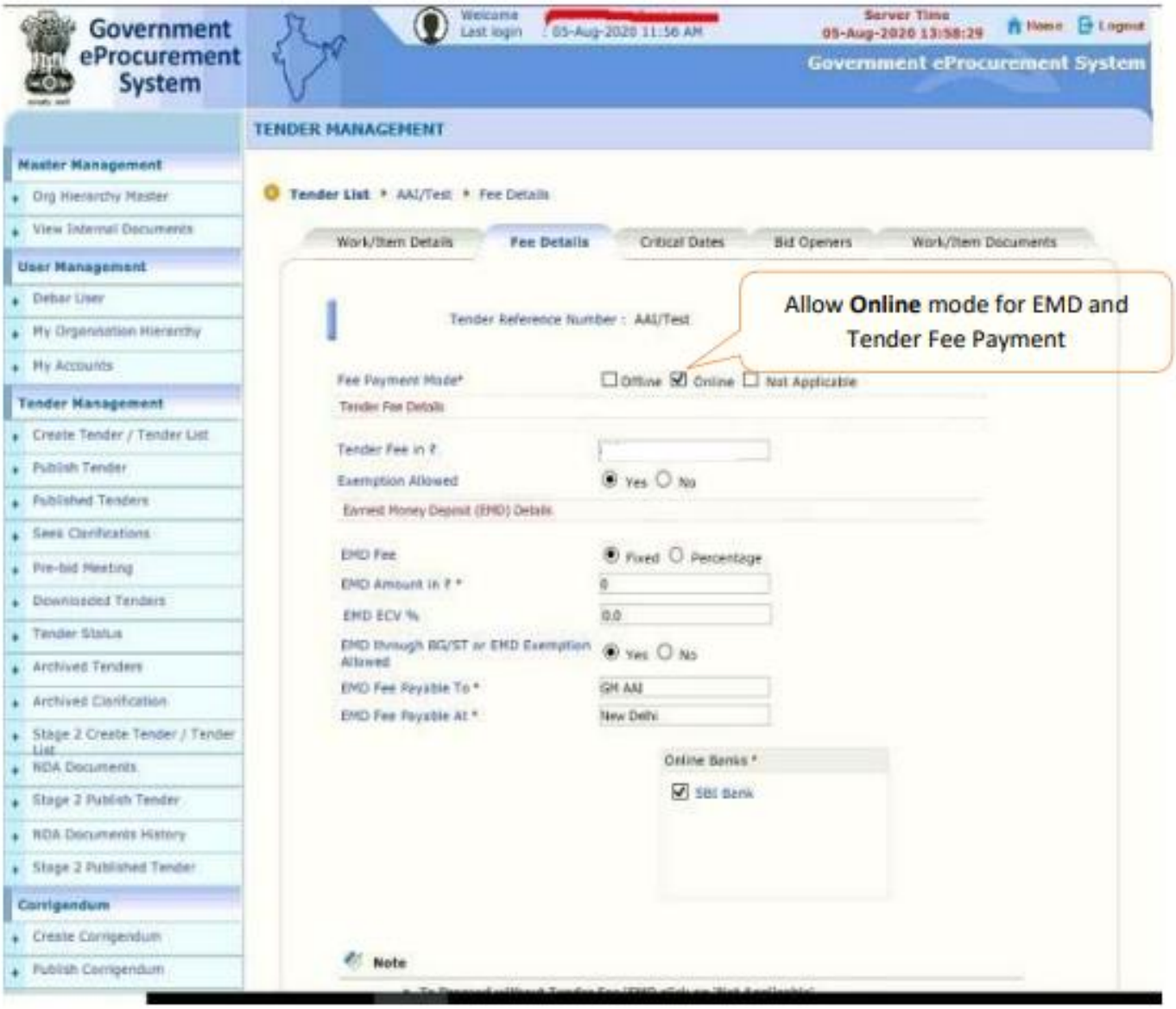
10. **Following procedures are attached on subsequent pages:**

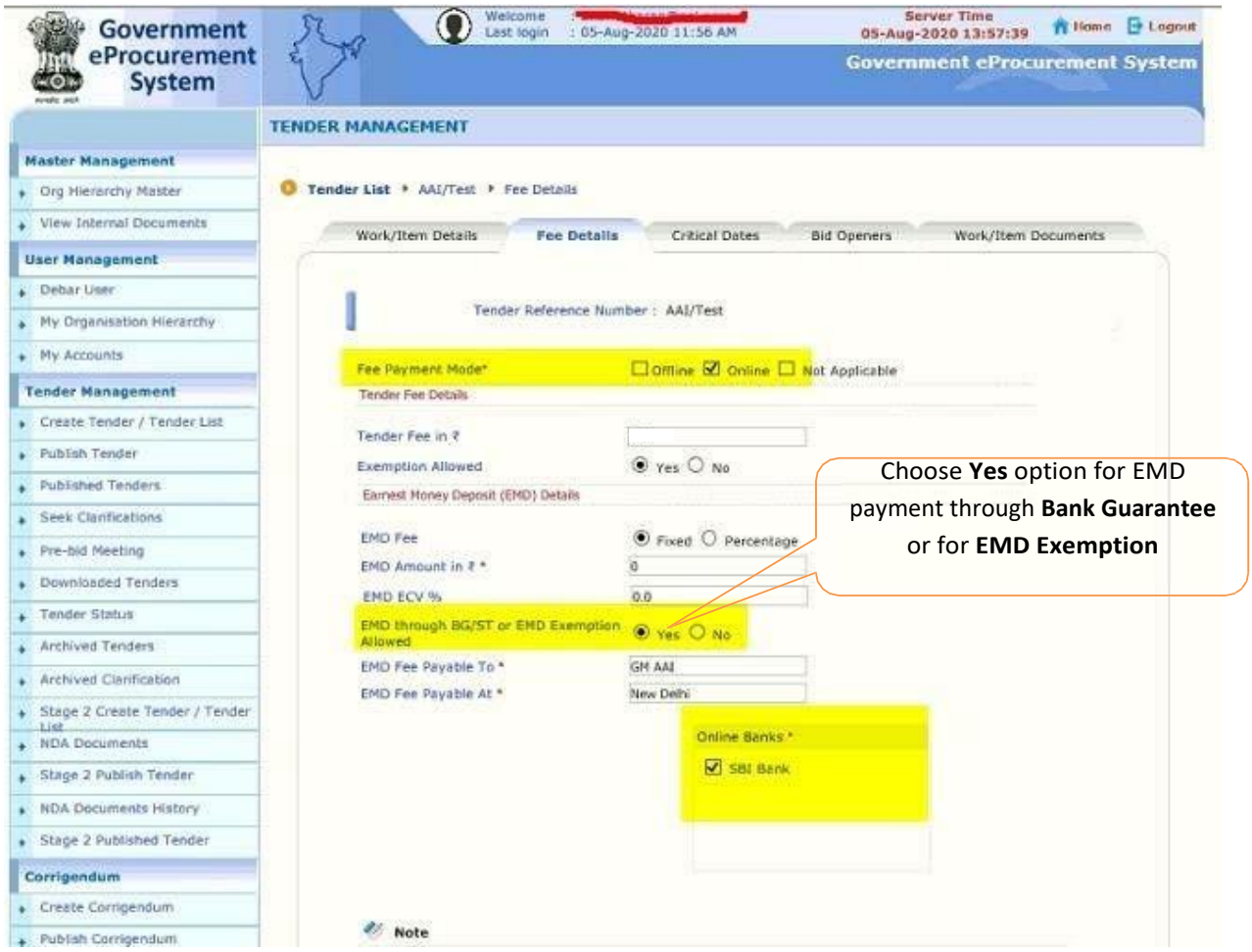
a. Procedure to allow the online **Payment Option** in CPP Portal by TIA
b. Procedure for checking the **Payment Status** by TIA
c. Procedure for **Online Collection** of EMD and Tender Fee from Bidders

Procedure to allow the Online Payment Option in CPP Portal by TIA

1. TIA/Bid Manager will login to the portal https://etenders.gov.in/ with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of tender creation.

2. After completion of Basic and Cover Details go to next stage for Fee Details and select the option as per below screen:




Government eProcurement System
Welcome
Last login : 05-Aug-2020 11:56 AM
Server Time 05-Aug-2020 13:57:39
Home
Logout
Government eProcurement System
TENDER MANAGEMENT
Master Management
Org Hierarchy Master
View Internal Documents
User Management
Debar User
My Organisation Hierarchy
My Accounts
Tender Management
Create Tender / Tender List
Publish Tender
Published Tenders
Seek Clarifications
Pre-bid Meeting
Downloaded Tenders
Tender Status
Archived Tenders
Archived Clarification
Stage 2 Create Tender / Tender List
NDA Documents
Stage 2 Publish Tender
NDA Documents History
Stage 2 Published Tender
Corrigendum
Create Corrigendum
Publish Corrigendum
Tender List ▸ AAI/Test ▸ Fee Details
Work/Item Details
Fee Details
Critical Dates
Bid Openers
Work/Item Documents
Tender Reference Number : AAI/Test
Fee Payment Mode*
Offline
Online
Not Applicable
Tender Fee Details
Tender Fee in ₹
Exemption Allowed
Yes
No
Earnest Money Deposit (EMD) Details
EMD Fee
Fixed
Percentage
EMD Amount in ₹ *
0
EMD ECV %
0.0
EMD through BG/ST or EMD Exemption Allowed
Yes
No
EMD Fee Payable To *
GM AAI
EMD Fee Payable At *
New Delhi
Online Banks *
SBI Bank
Note
Choose Yes option for EMD payment through Bank Guarantee or for EMD Exemption

Procedure for checking the Payment Status by TIA

1. Payment confirmation can be find out at the time of Tender Opening process.
2. TIA/Bid Manager will login to the portal https://etenders.gov.in/ with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of tender opening.
3. After opening of tender, click on **first cover** (i.e. Fee Cover) and select Bid Opening or Quick Bid Opening option against each Bidder.
4. Payment status will be checked/verified for Individual Bidders.
5. Click on View Paid Information link and get the bidder details along with Payment detail.
6. If Status is seen as **"Success"** it means that bidder has successfully paid for Tender Fee/EMD Successfully. Screen shot is attached herewith for the reference.

Government eProcurement System

Government eProcurement System

Bid Submission Confirmation

Date : 30-Jul-2020 06:20 PM

Print

Bid Information	
Bid ID :	**181504**
Bidder Name :	
Organisation Chain :	Airports Authority of India||Western Region - AAI||AHMEDABAD - AAI||ENGG ELECT-VAAH - AAI
Tender Ref No :	AAI_AH_COMML_112_PPE OUTLET
Tender ID :	2020_AAI_52772_1
Tender Title :	PPE Equipment Outlet
Bid Submitted Date & Time :	**19-Jul-2020 05:36 PM**

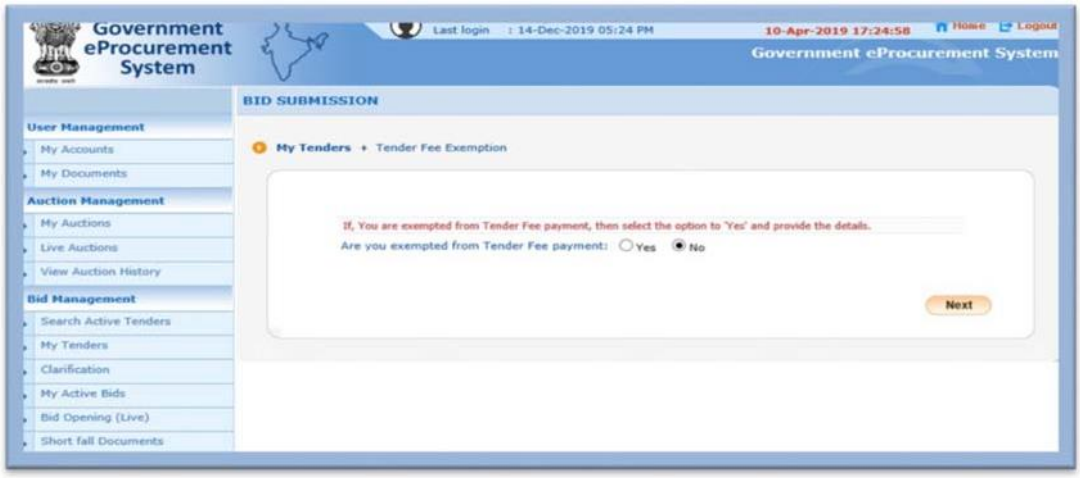
Corporate Tenderer Details			
Login ID:	satyatraders94@gmail.com	**User Type:**	Corporate/Bidder
Company Name:	SATYA TRADERS	**Registration Number:**	AS03E0003466
Registered Address :	Ground Floor, Intuc Complex, K.C. Sen Road, Opp. Tribeni Lodge, Paltan Bazar, Rehabari, Guwahati	**Name of Partners / Directors :**	SATYANARAYAN ROY
City :	GUWAHATI	**State :**	Assam
Postal Code :	781008	**PAN Number:**	ARXPR8246F
Company's Establishment Year (yyyy):	2009	**Company's Nature of Business:**	TRADING AND SERVICES
Company's Legal Status:	Others	**Company Category :**	Micro Unit as per MSME
Title :	Mr	**Contact Name:**	SATYANARAYAN ROY
DOB (Date Of Birth):	12-Apr-1985	**Designation :**	PROPRIETOR
Correspondence Email:	satyatraders94@gmail.com	**Phone :**	91 - 0 - 9864036333
Mobile:	91-9864036333		

Bank Response On Payment Details	
eProcurement Ref. Number :	**56707181504**
PRN Number :	**56707181504**
Bank / UTR Number :	**CPAAFAKSO8**
Bank Name :	**SBI Bank**
Status :	**Success**
Tender Fee in ₹ :	**2,000**
EMD Fee in ₹ :	**50,000**
Total Fee in ₹ :	**52,000**

EMD and Tender Fee both paid successfully

Procedure for Online Collection of EMD and Tender Fee from Bidders

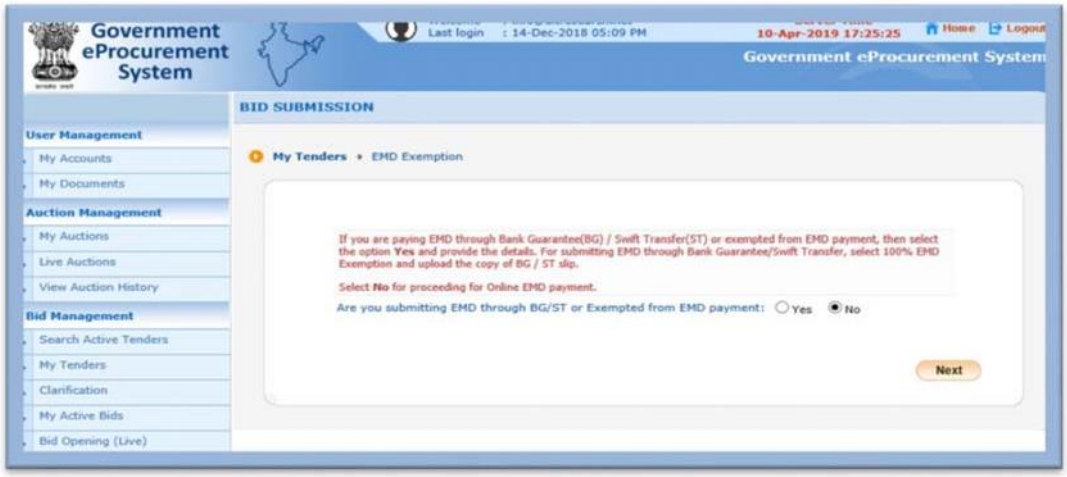
1. Bidder will login to the portal https://etenders.gov.in/ with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of participation to the tender.
2. After Login search the tender in "Search Active Tender" tab with different criteria after that click on "set as favorite" to move on "My Tender". Then click on "My tender" and view the tender details and click on proceed for Bid Submission.
3. For submission of online Tender Fee and EMD, click on Button as "Pay Online"
4. **In case of Tender Fee**: If the Bidder is exempted from the tender fee payment, then select the option to "**Yes**" other wise "**NO**" as per below screenshot:



5. **In case of EMD:** If Bidder is paying EMD through any of below options, Select the option **"Yes"** (as per below screenshot) and provide the details and upload copy as a proof.
   - **Bank Guarantee (BG)/Swift Transfer (ST)**
   - **Exempted from EMD Payment**,

   Note: *For submitting* ***"EMD through BG/ST" or "Exemption from EMD payment"*** *bidder must select "**Yes**" otherwise bidders will not have the option to pay EMD through* ***Bank Guarantee****. Once proceeded it is not possible to revert the option.*

6. Select option "**NO**" (as per below screenshot) for proceeding for Online EMD payment.



After selecting the option, click on "Next" Button as per above screenshot. Further process to be followed as per subsequent screen.

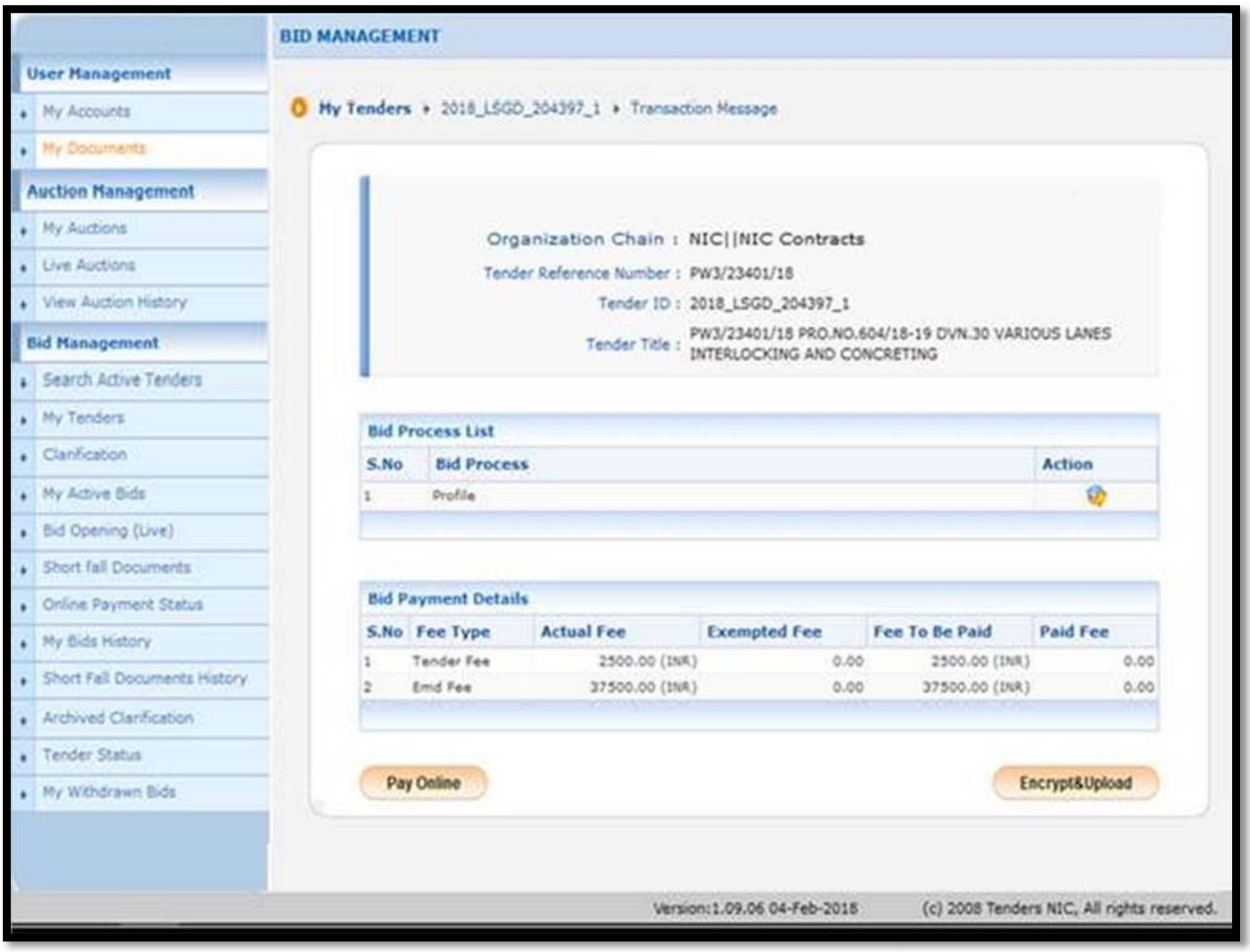
STEPS FOR MAKING TENDER PAYMENTS IN ETENDERS SYSTEM VIA SBI BANK GATEWAY

(SBI AND NON SBI ACCOUNT HOLDERS)

Home Page.

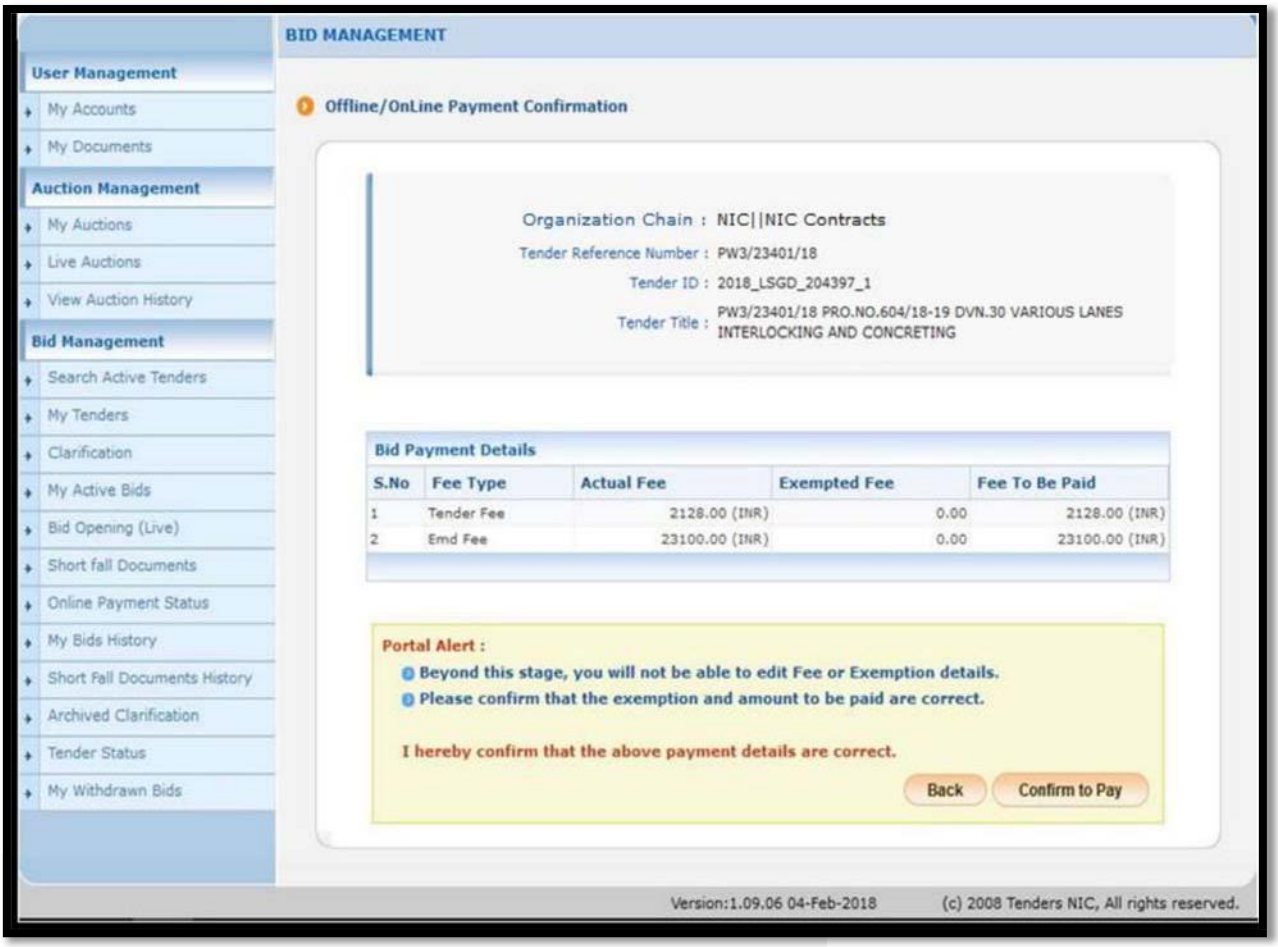
Login as a bidder into *etenders.gov.in* to proceed for payment.

Step 1) Click **"Pay Online"** when you reach below page while Online Bid Submission.



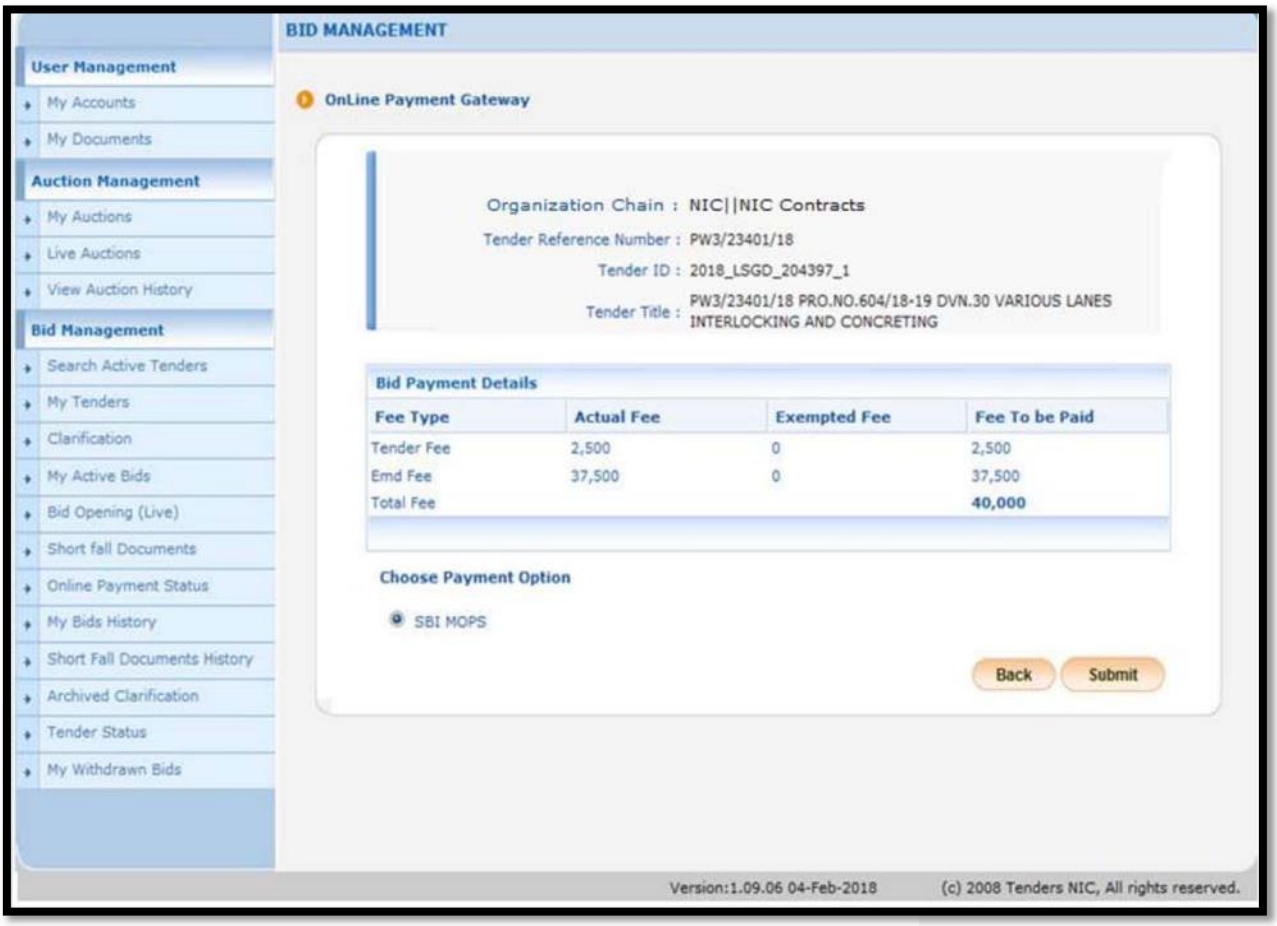
Step 2) Click **"Confirm to Pay"** to proceed with the payment gateway, as below.

Note: *Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.*

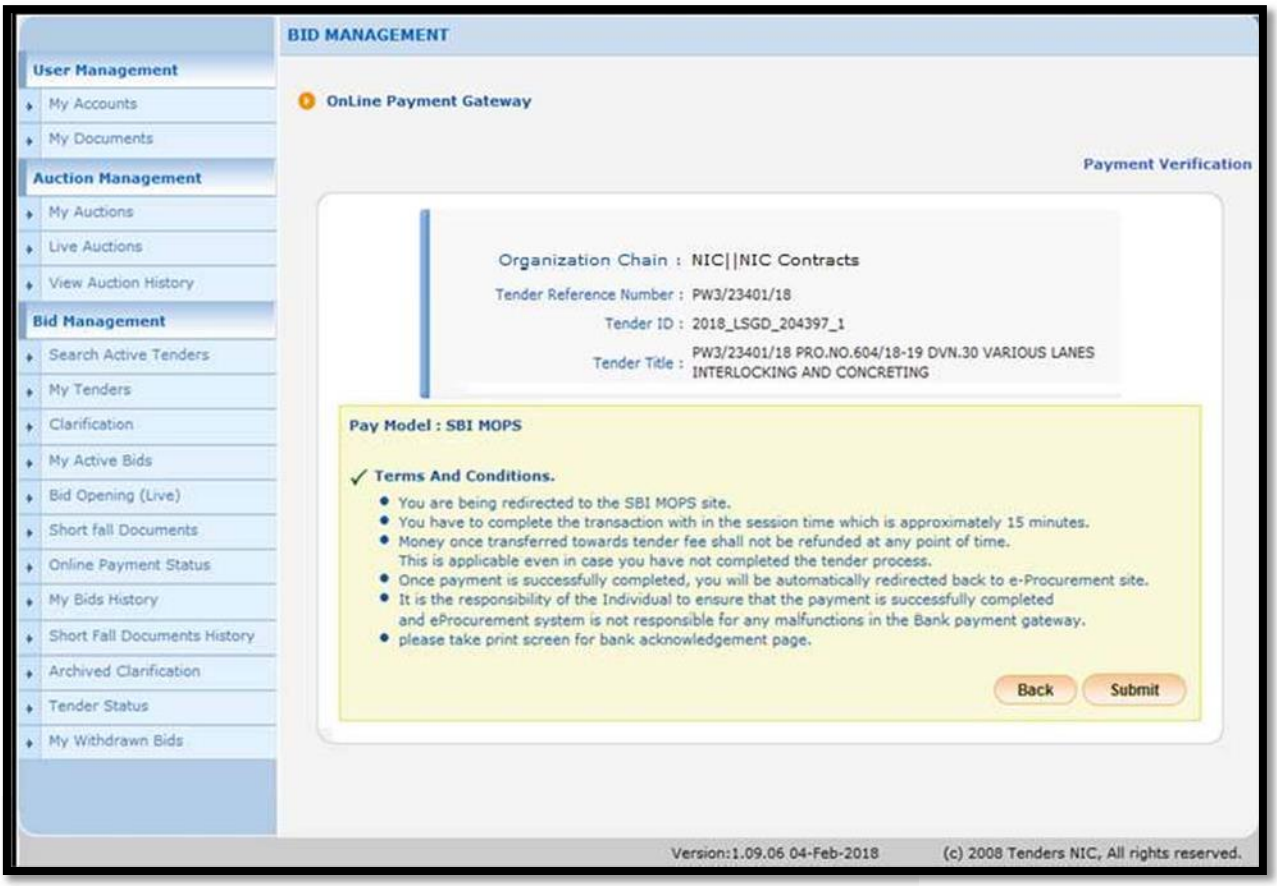


Step3) Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit, as below.

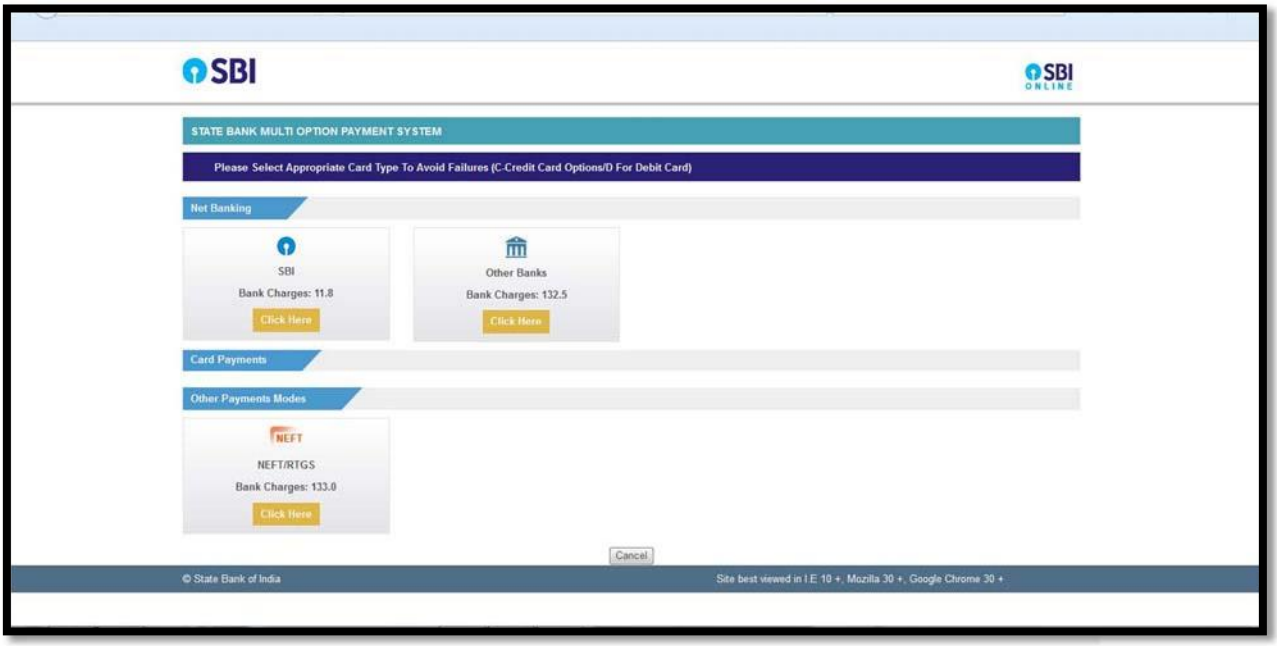
Note: *In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.*



Step 4) Check and Follow the **Terms and Conditions**, and then **Submit**, as below.



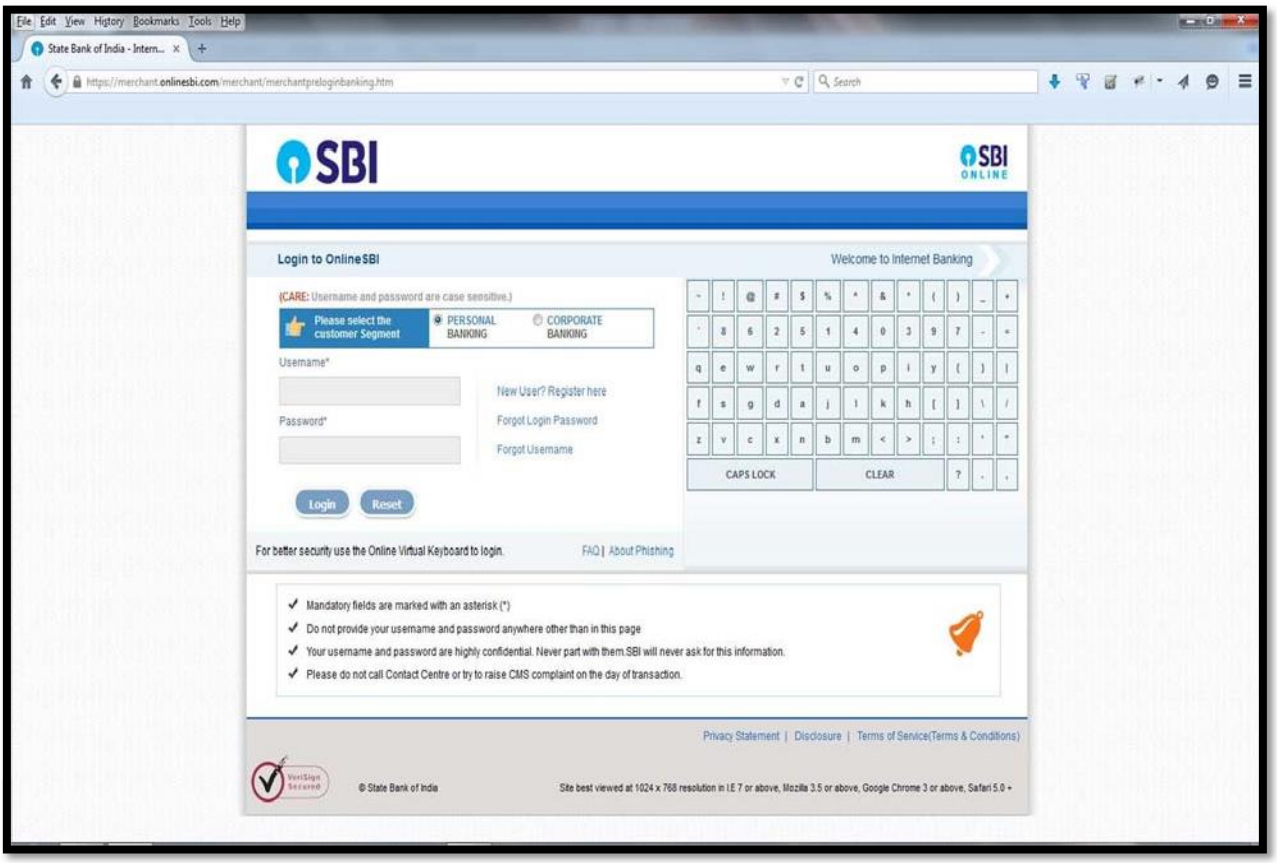
Step 5) Bidders may choose the type of transaction and proceed for payment.



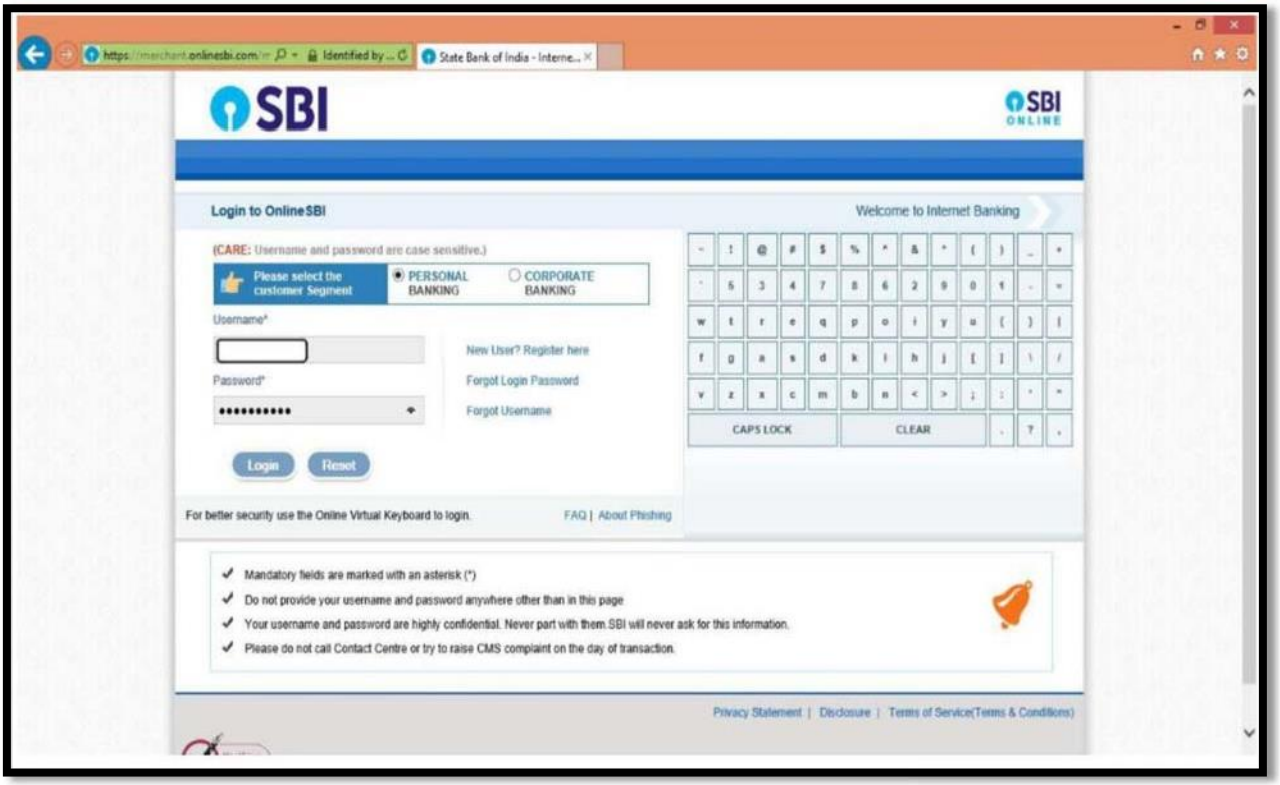
Step 6) Once the Payment type is selected it navigates to the respectivelanding page.

a) SBI

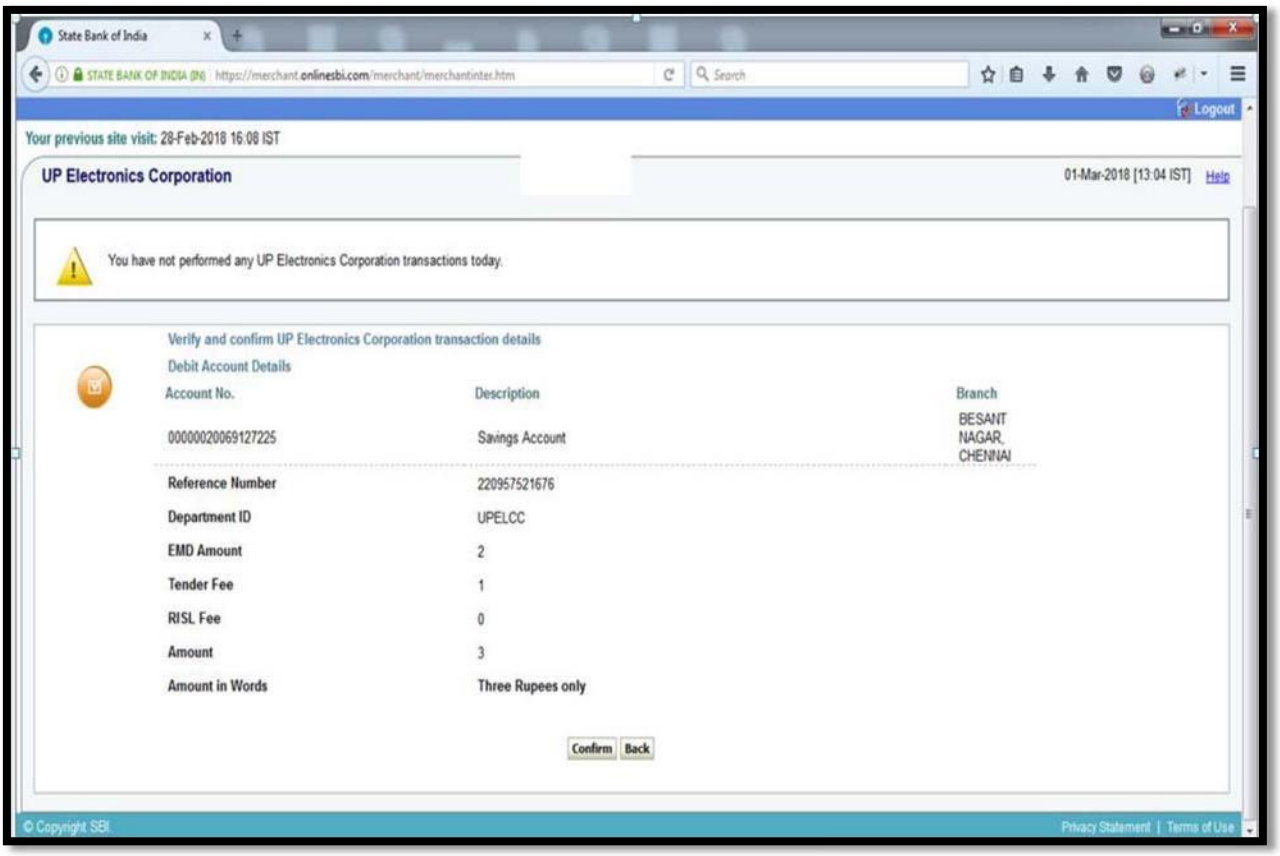
i. Bidders with SBI account may click **SBI** option to proceed to its Net Banking Page

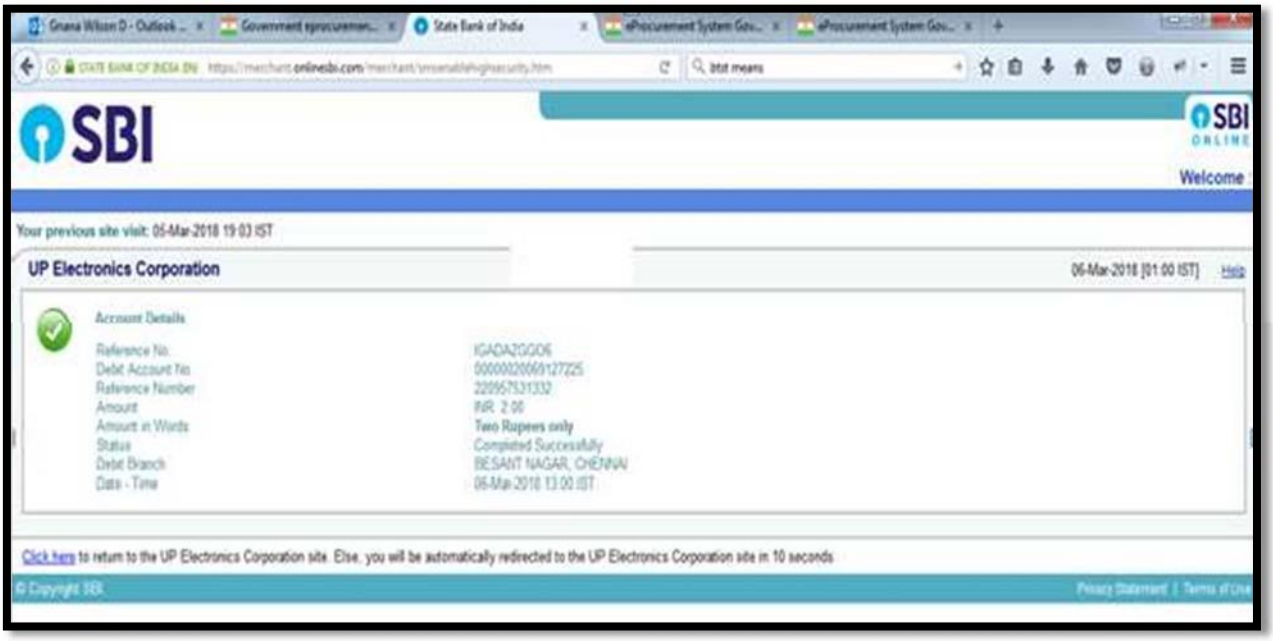


ii. Bidders may enter SBI Net banking user ID and Password and Click on **Login** to proceed.



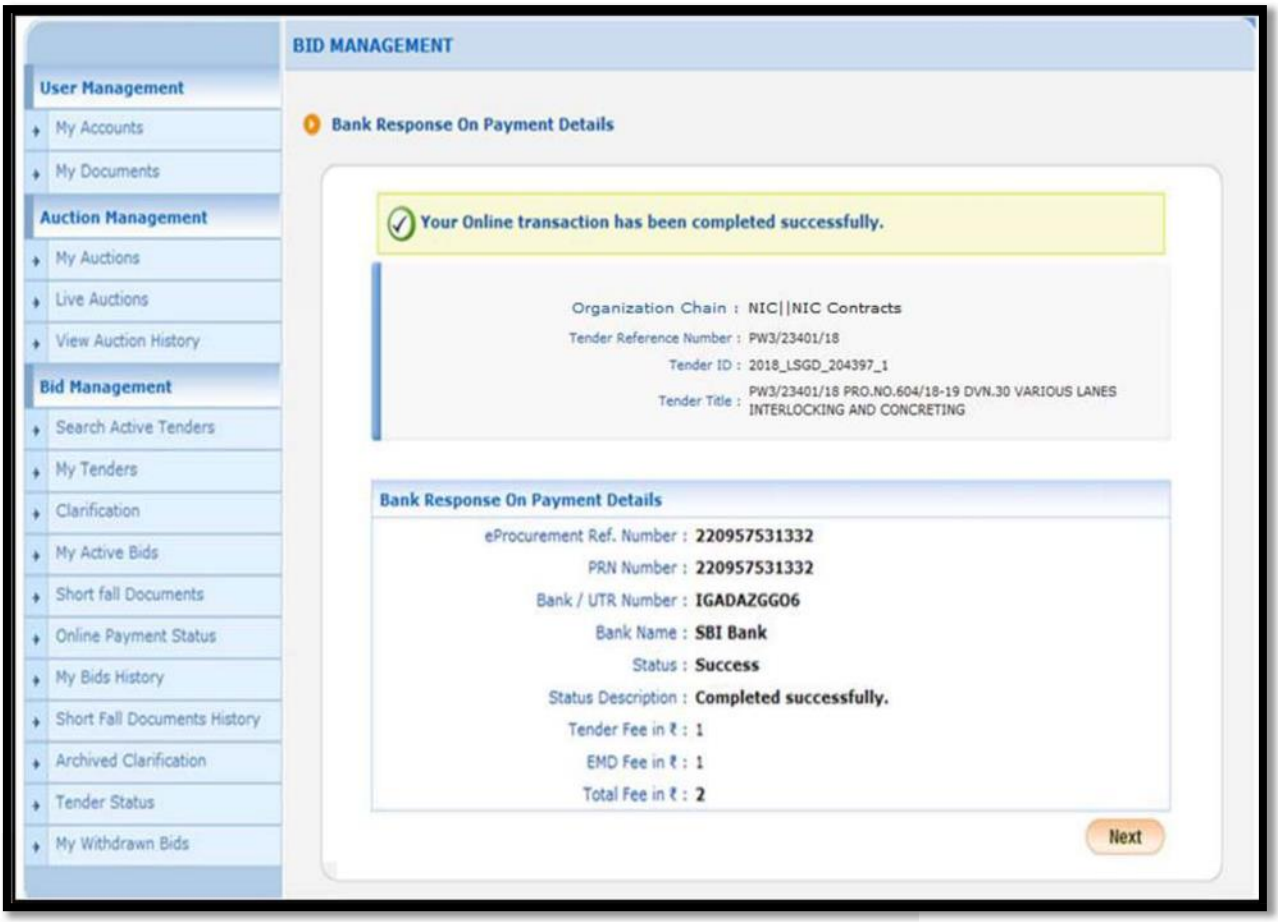
iii. Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.



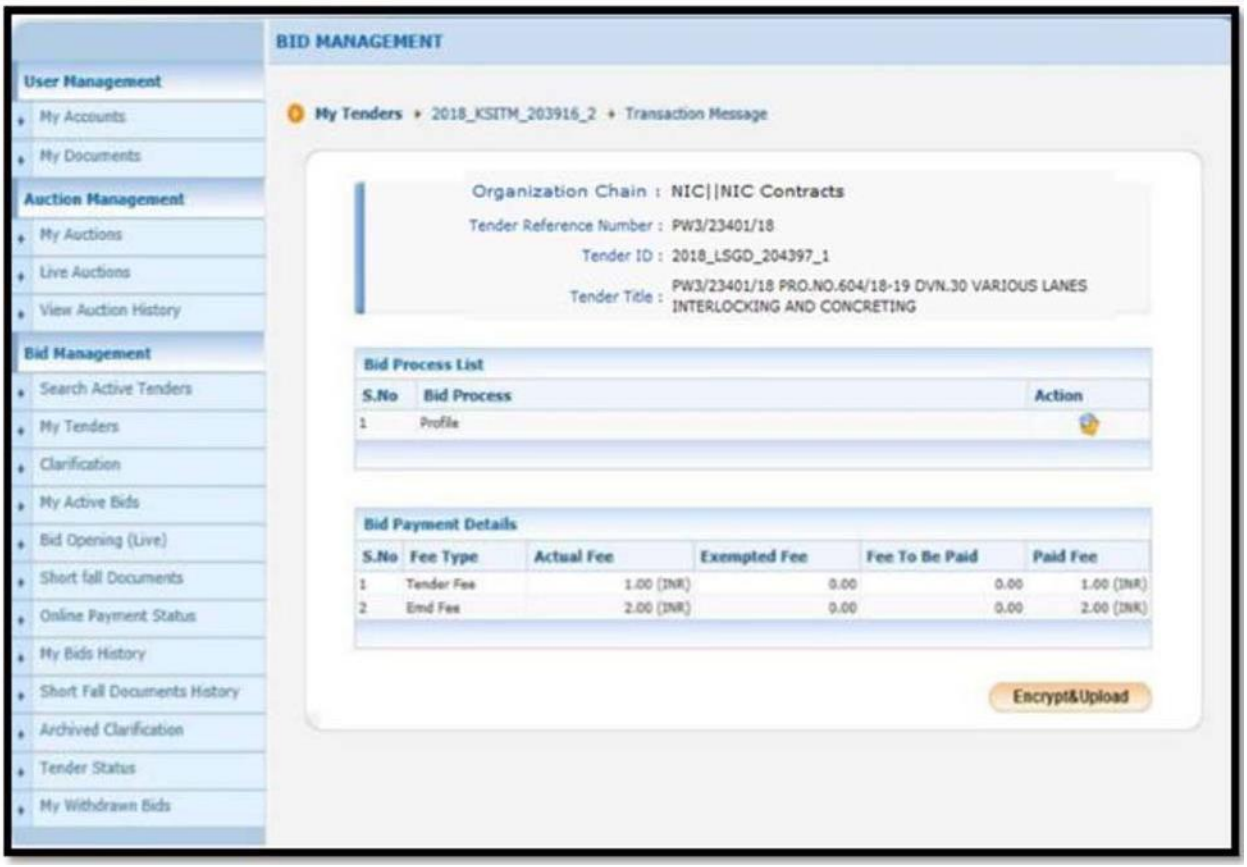


iv. As in below, you will receive bank response immediately by verifying the payment status, whether **Success** or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, beforetender closing time.

Click ***Next*** to go to Bid Preparation details, as in screenshot.

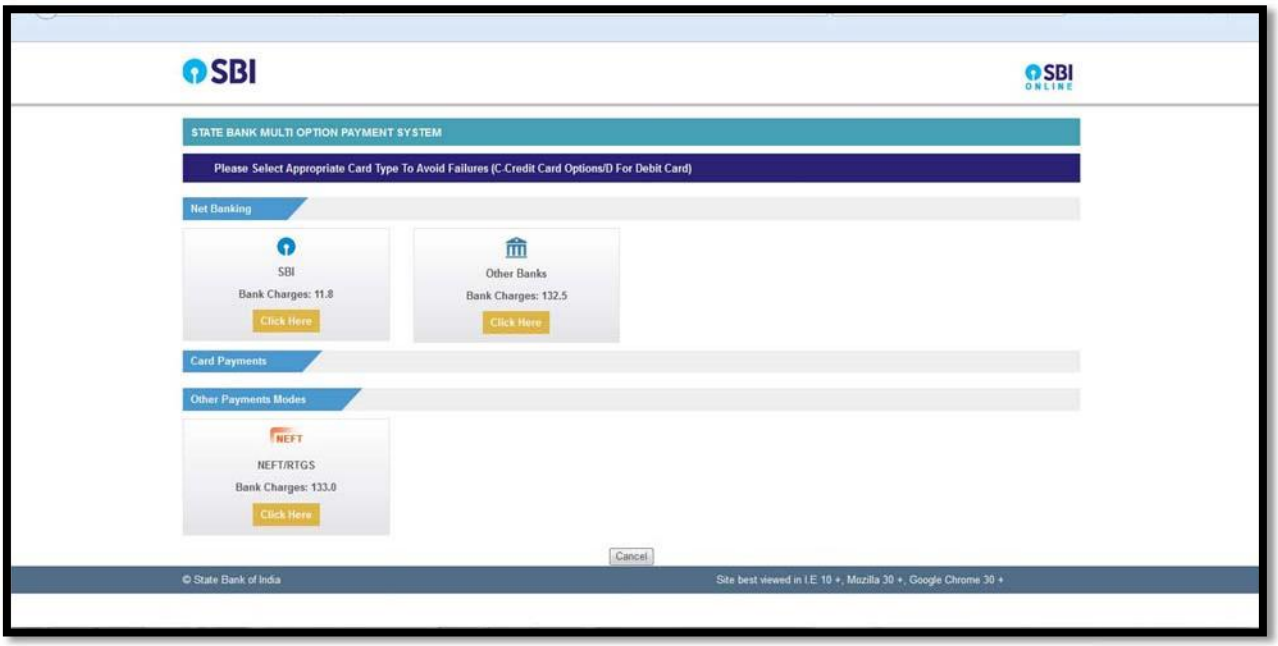


v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

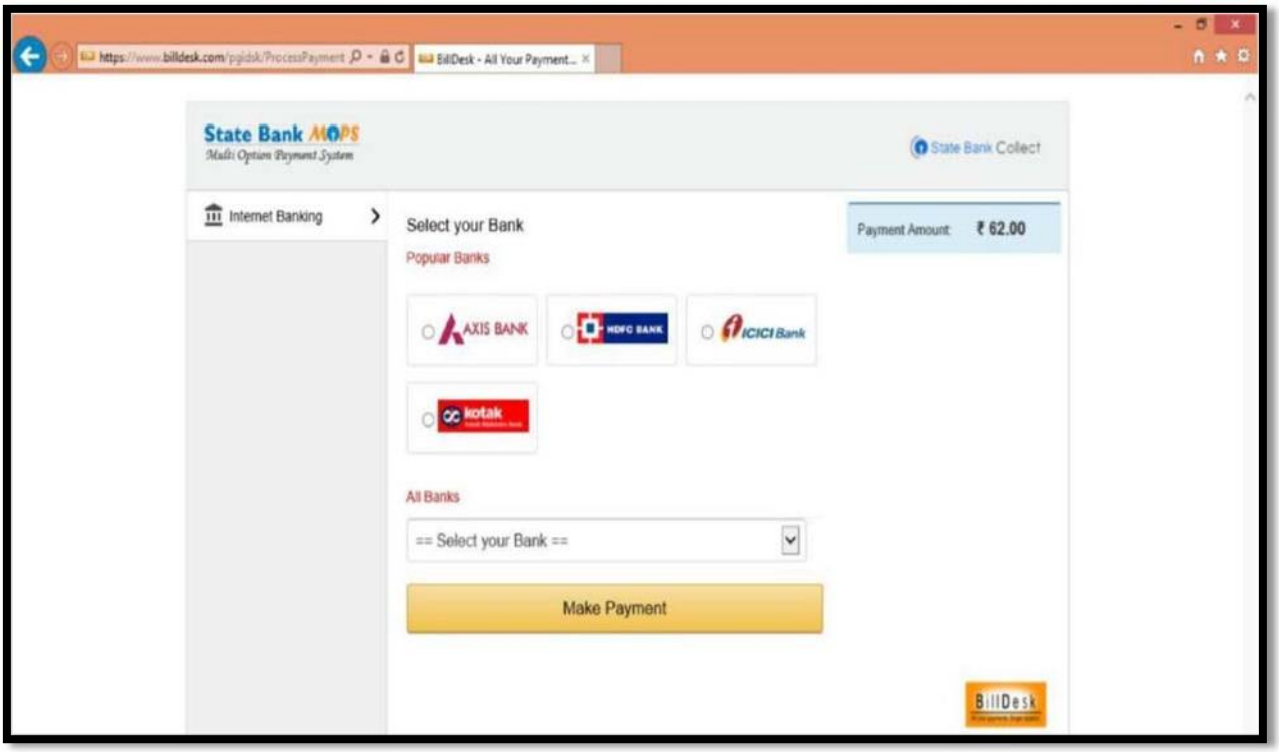


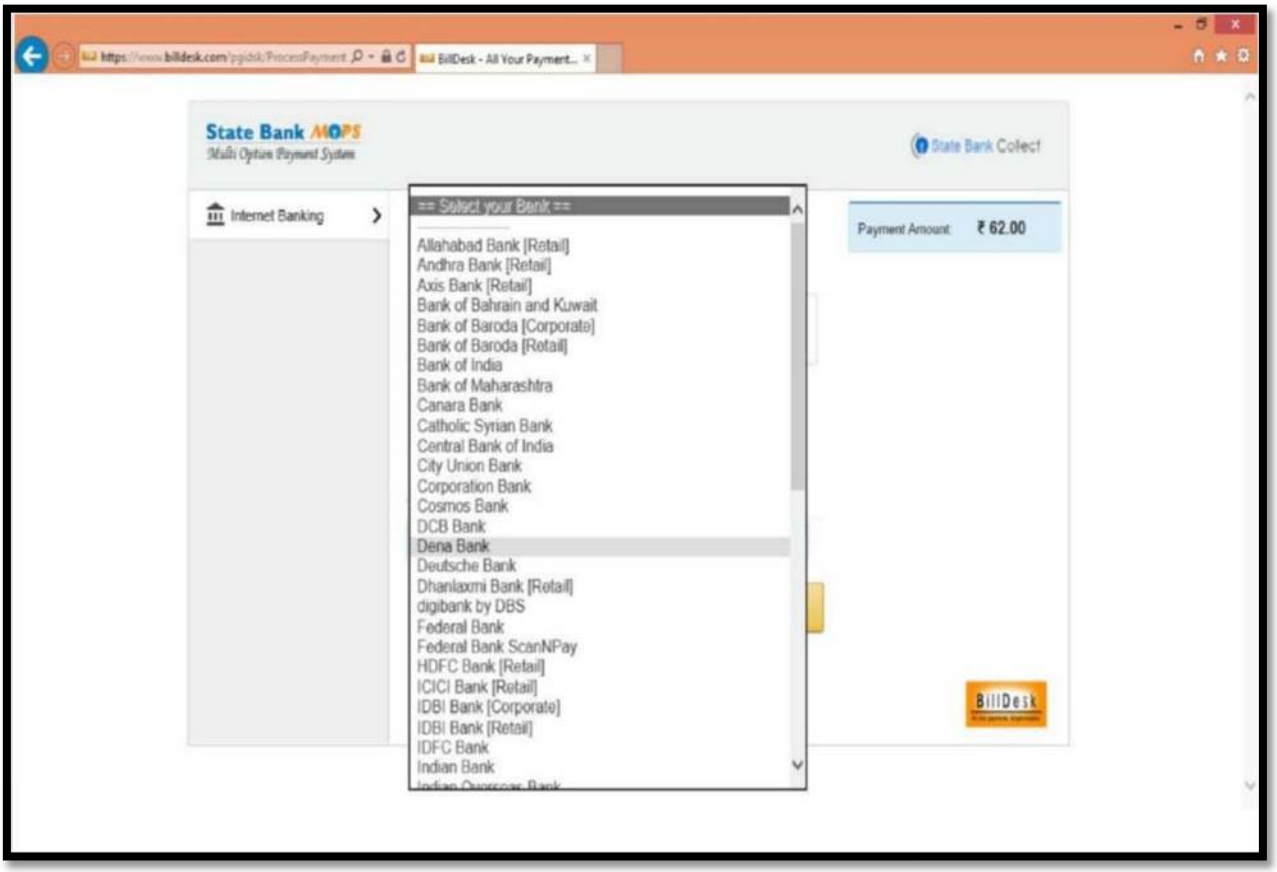
b) OTHER BANKS :

i. Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page

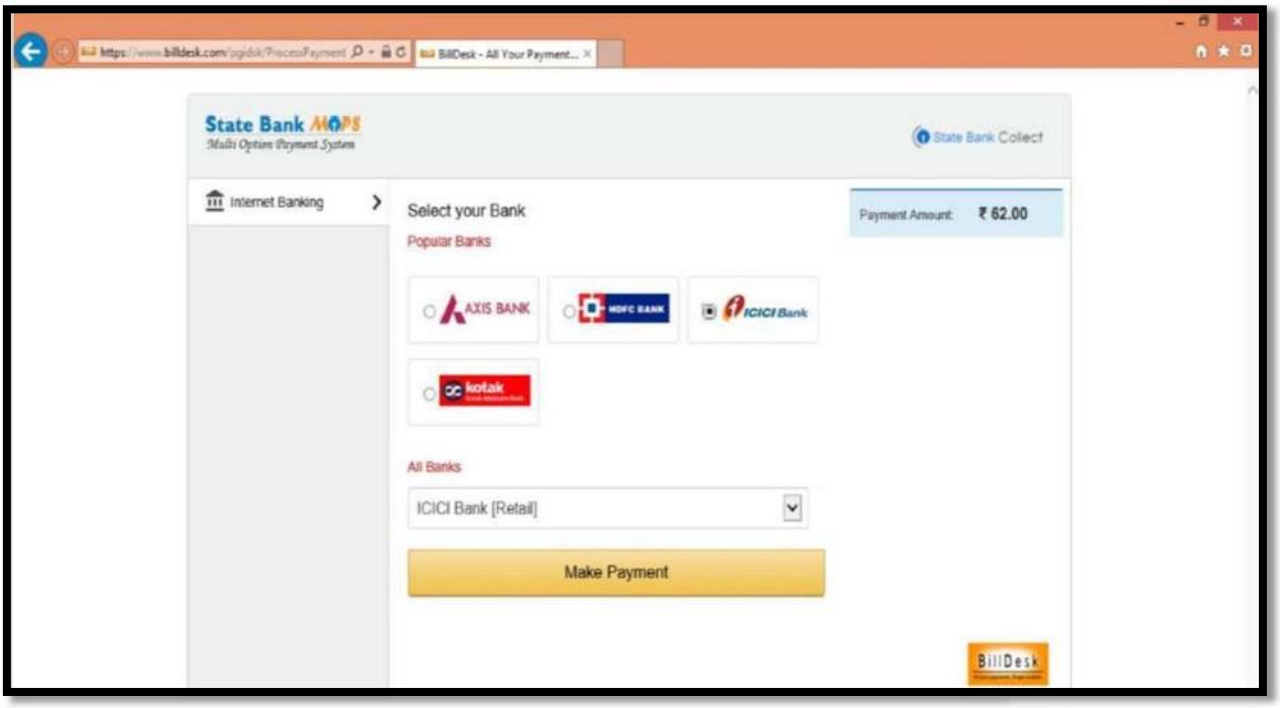


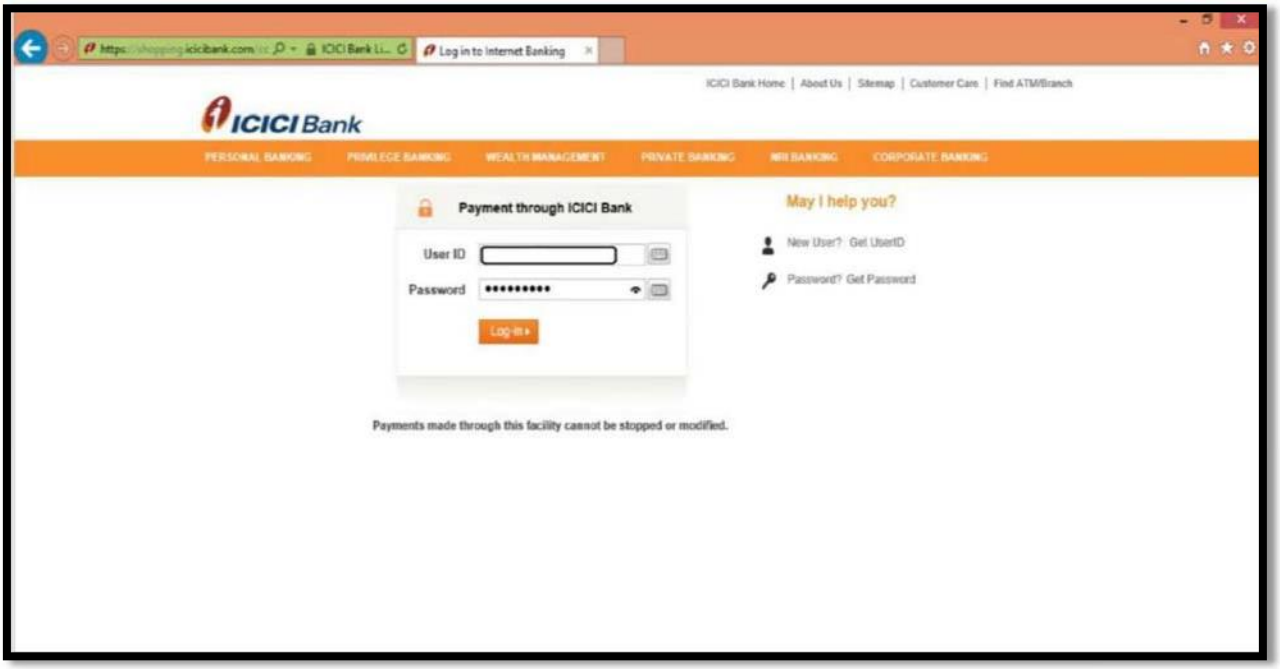
You may select the appropriate Bank from selection page. As an example, we are proceeding with ICICI Bank in the provided dropdown box of **All Banks.**

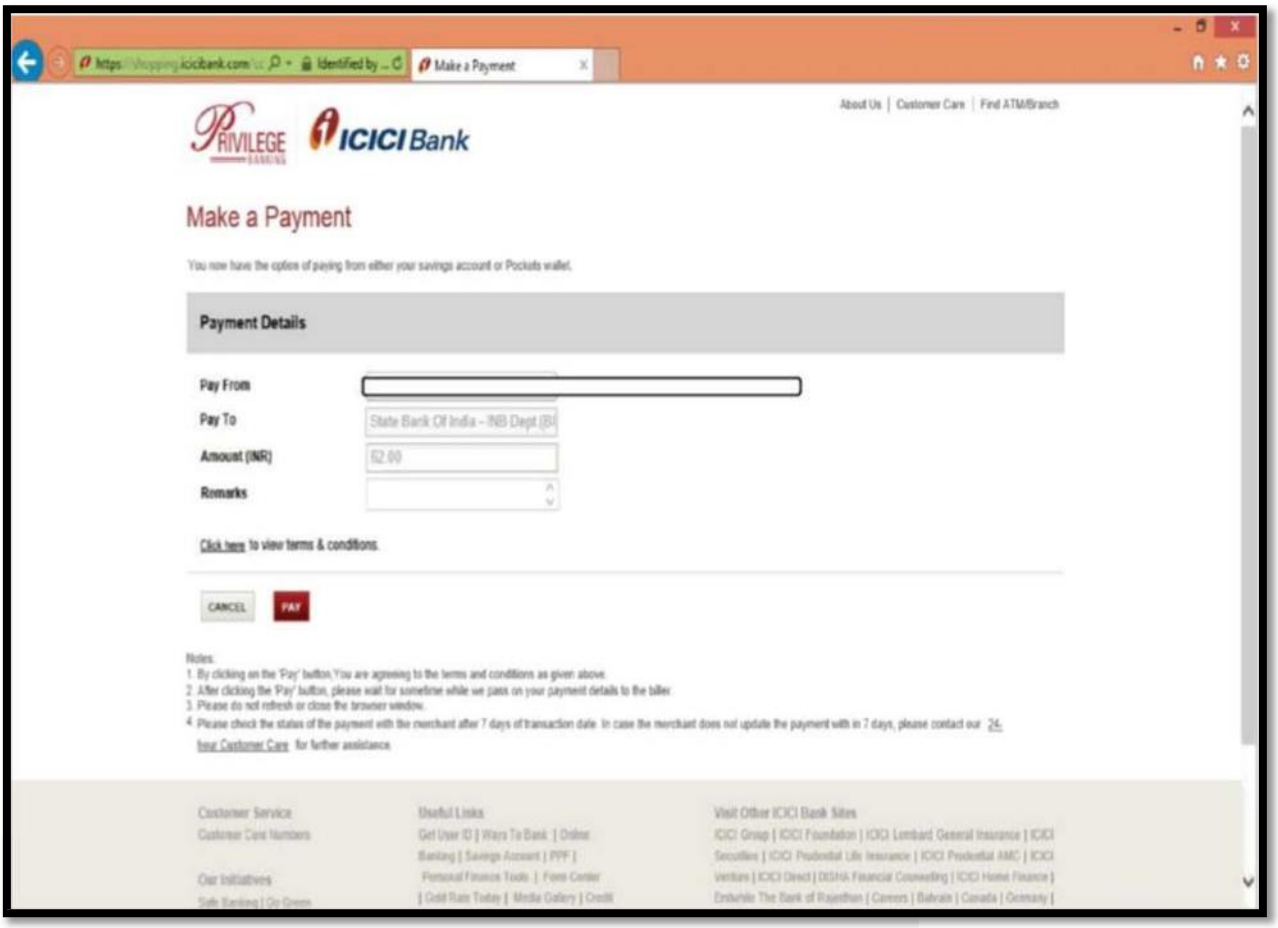


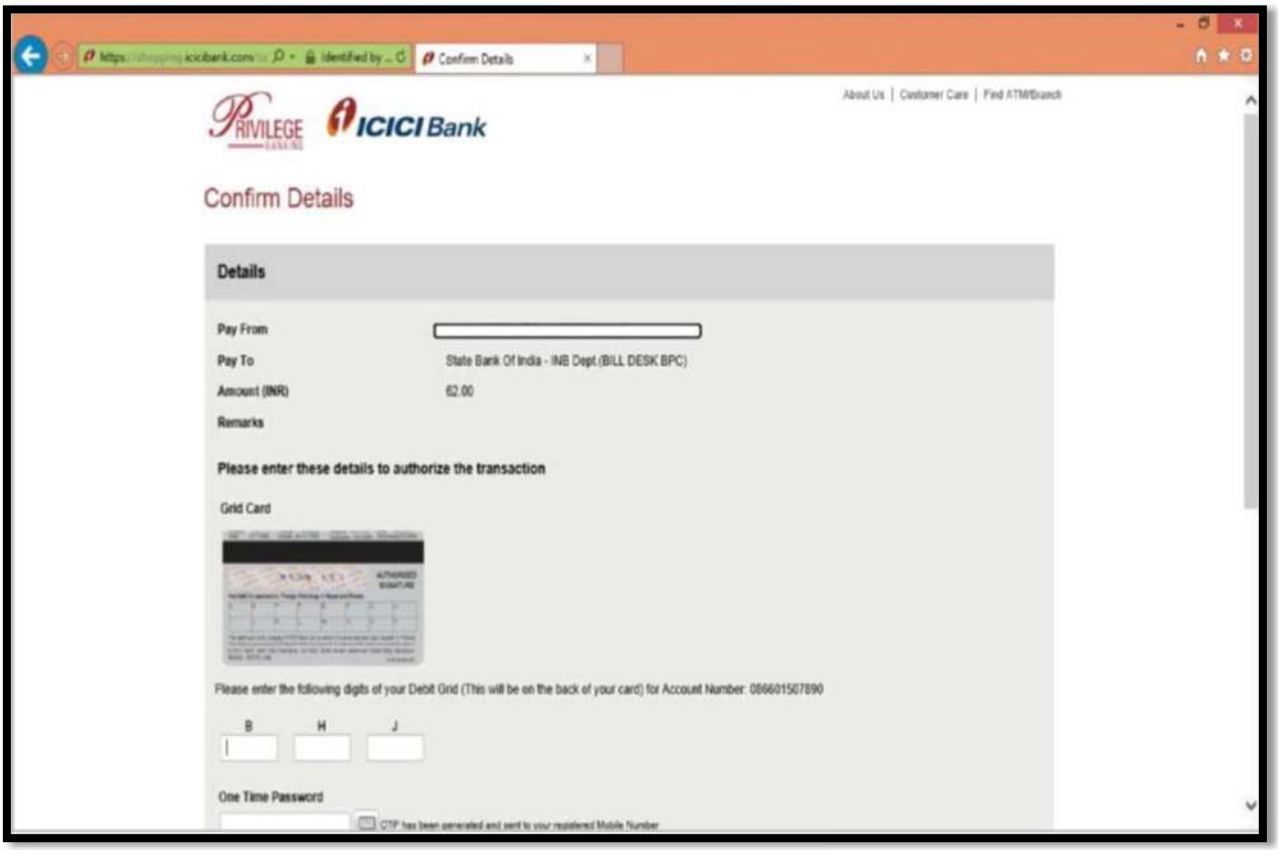

State Bank MOPS
Multi Option Payment System
State Bank Collect
Internet Banking
== Select your Bank ==
Allahabad Bank [Retail]
Andhra Bank [Retail]
Axis Bank [Retail]
Bank of Bahrain and Kuwait
Bank of Baroda [Corporate]
Bank of Baroda [Retail]
Bank of India
Bank of Maharashtra
Canara Bank
Catholic Syrian Bank
Central Bank of India
City Union Bank
Corporation Bank
Cosmos Bank
DCB Bank
Dena Bank
Deutsche Bank
Dhanlaxmi Bank [Retail]
digibank by DBS
Federal Bank
Federal Bank ScanNPay
HDFC Bank [Retail]
ICICI Bank [Retail]
IDBI Bank [Corporate]
IDBI Bank [Retail]
IDFC Bank
Indian Bank
Payment Amount: ₹ 62.00
BillDesk

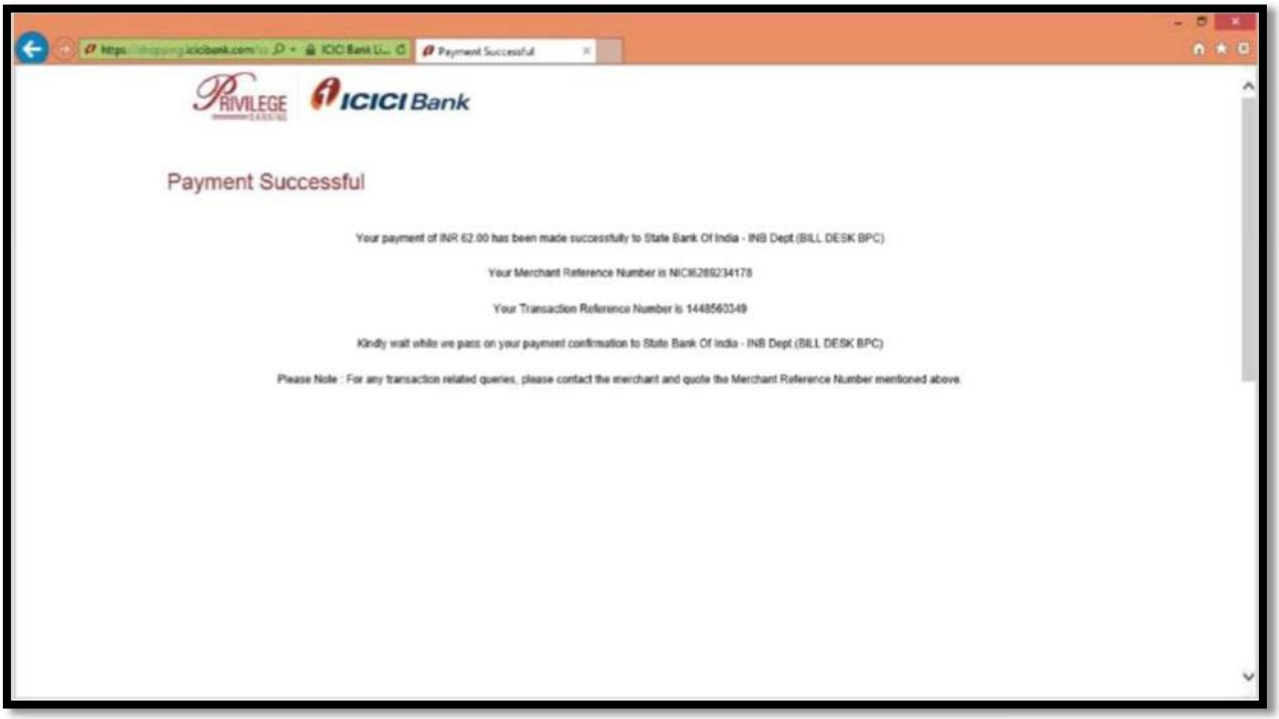
ii. After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.



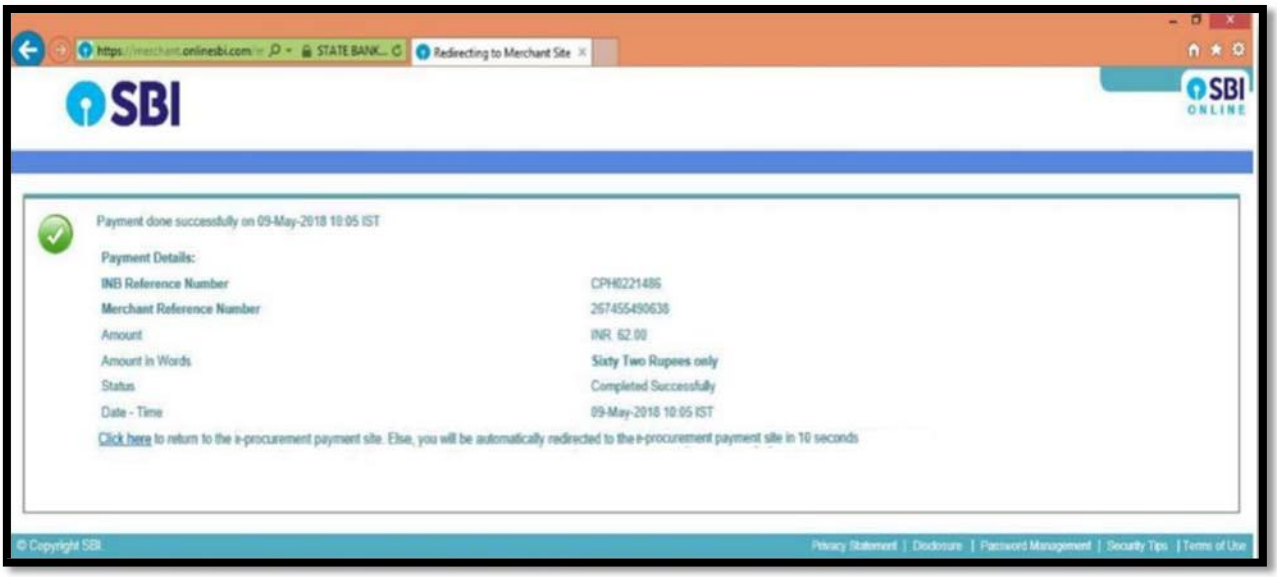



Make a Payment
ICICI Bank
Make a Payment
Payment Details
Pay From
Pay To
Amount (INR)
Remarks
CANCEL
PAY


Confirm Details
About Us | Customer Care | Find ATM/Branch
PRIVILEGE
ICICI Bank
Confirm Details
Details
Pay From
Pay To
State Bank Of India - INB Dept (BILL DESK BPC)
Amount (INR)
62.00
Remarks
Please enter these details to authorize the transaction
Grid Card
Please enter the following digits of your Debit Grid (This will be on the back of your card) for Account Number: 086601507890
B
H
J
One Time Password

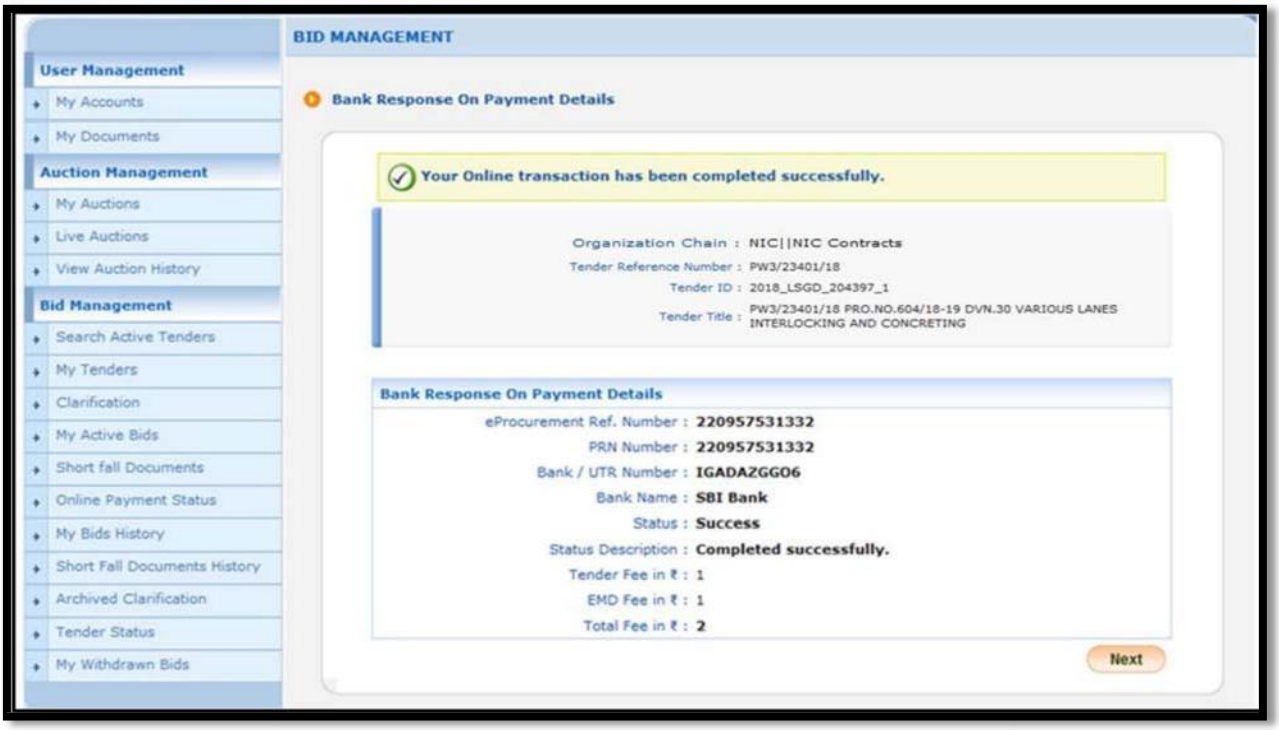

Payment Successful
PRIVILEGE
ICICI Bank
Payment Successful
Your payment of INR 62.00 has been made successfully to State Bank Of India - INB Dept (BILL DESK BPC)
Your Merchant Reference Number is NICI6289234178
Your Transaction Reference Number is 1448560349
Kindly wait while we pass on your payment confirmation to State Bank Of India - INB Dept (BILL DESK BPC)
Please Note : For any transaction related queries, please contact the merchant and quote the Merchant Reference Number mentioned above.

iii. After, successful payment, system will direct you to payment confirmation page.

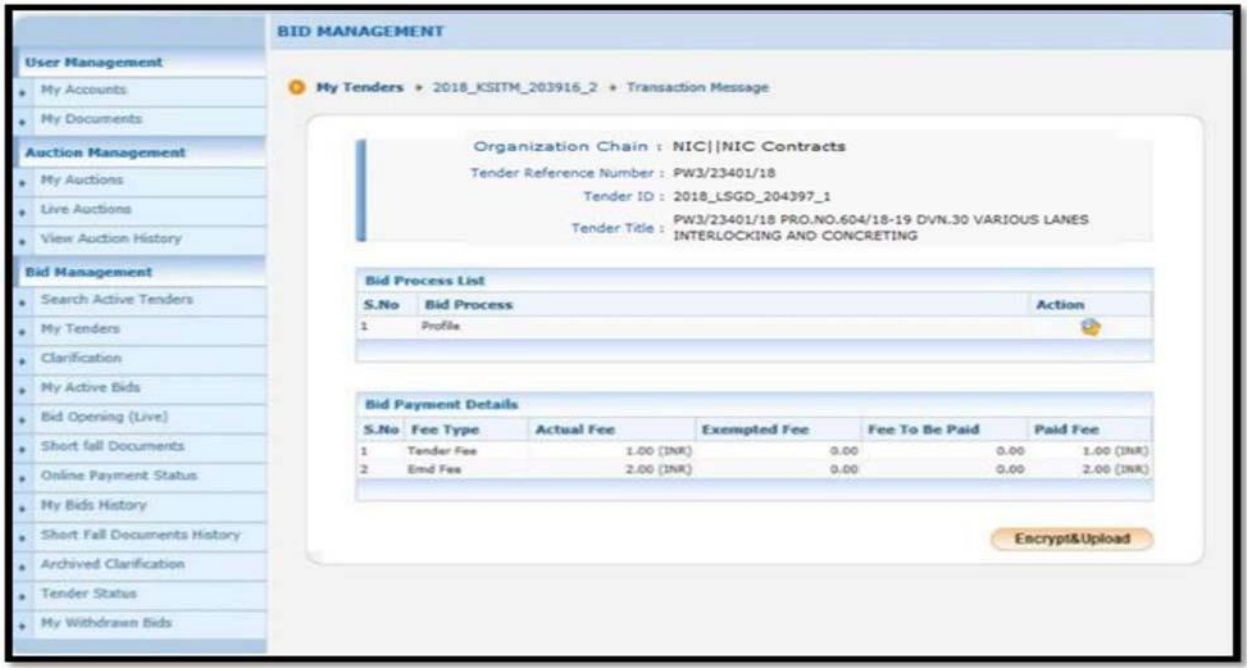


iv. As in below, you will receive bank response immediately by verifying the payment status, whether Success or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click ***Next*** to go to Bid Preparation details, as in screenshot.

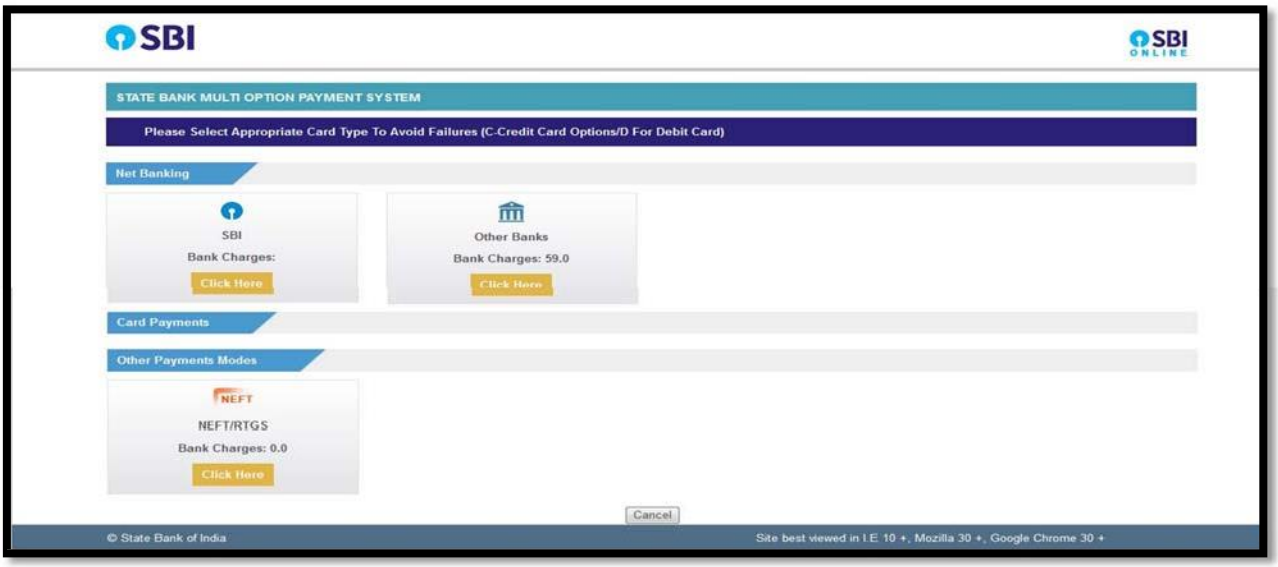


v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.



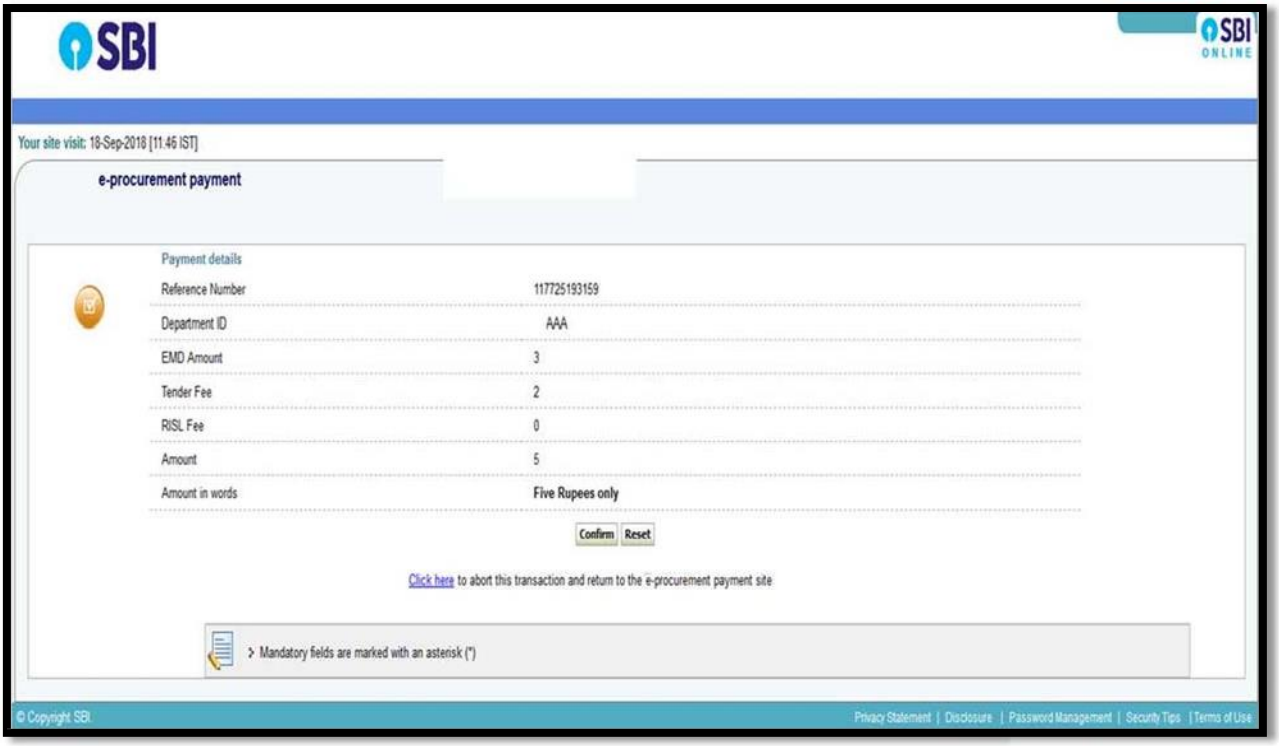
C) NEFT/RTGS

(i) Bidders may choose the type of transaction and proceed for payment.

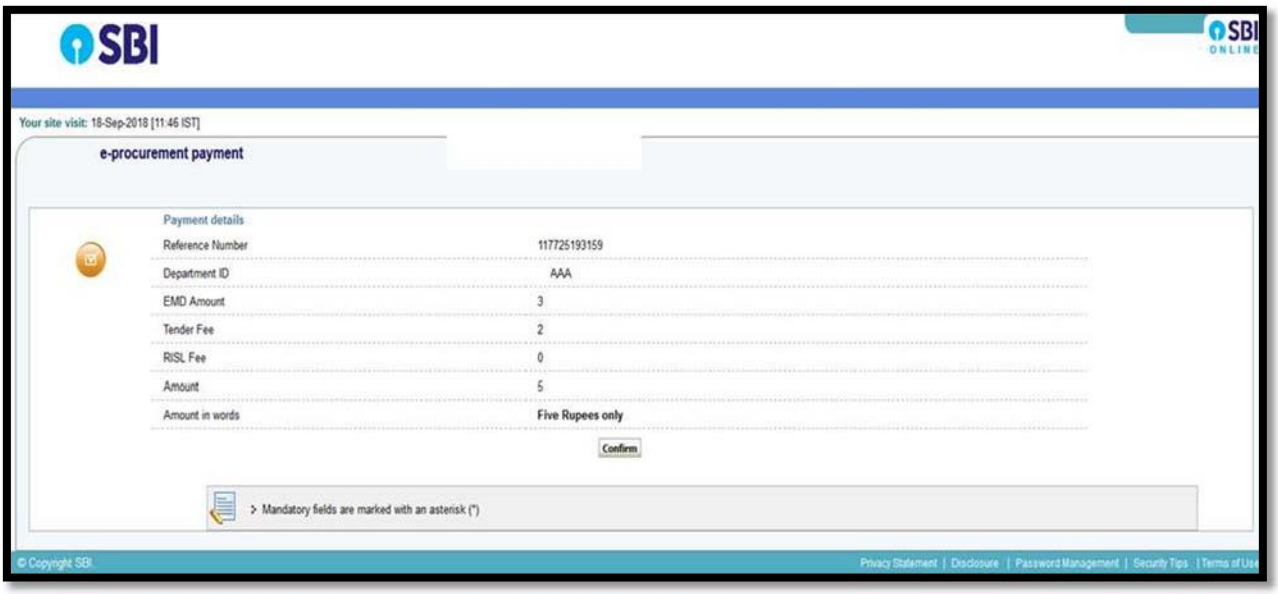


(ii) Please click the check Box to proceed to the payment and click on the Confirm Button.

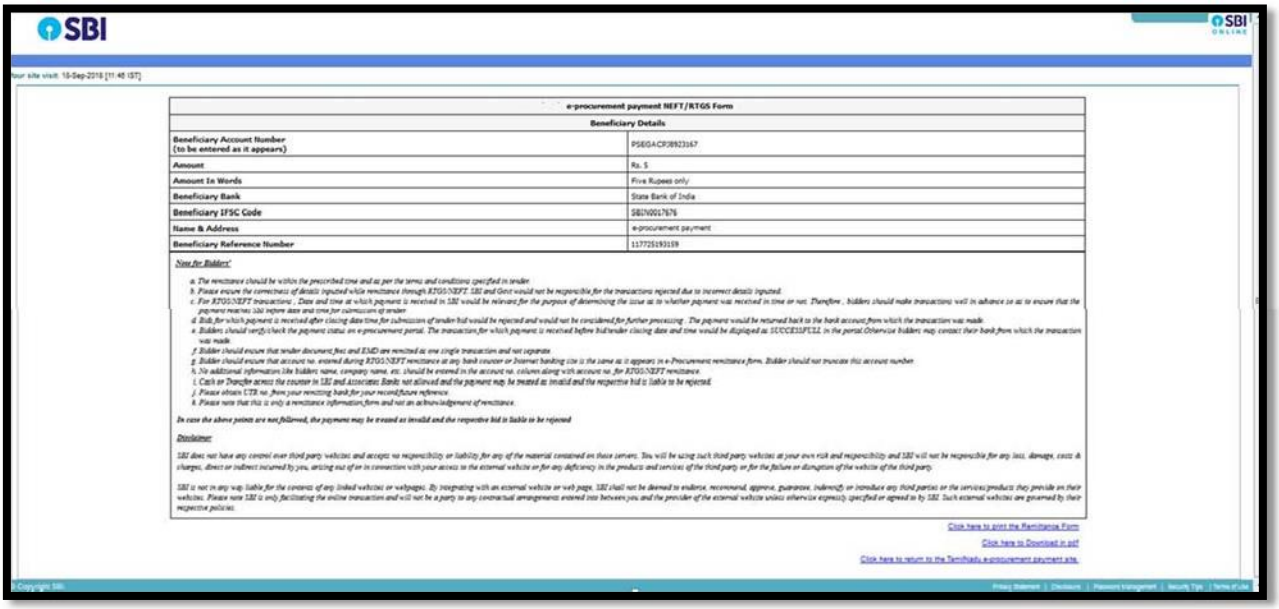
(iii) Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment.



(iv) Click **Confirm** button as below, to transfer payment.



(v) The challan is generated after successful transaction.



(vi) The Downloaded challan of the e-procurement RTGS/NEFT Remittance Information

e-procurement payment RTGS/NEFT Remittance Information Form
Beneficiary Details

Beneficiary Details	
Beneficiary Account Number (to be entered as it appears)	PSEGACPJ8923167
Amount	Rs. 5
Amount In Words	Five Rupees only
Beneficiary Bank	State Bank of India
Beneficiary IFSC Code	SBIN0017676
Name and Address	e-procurement payment
Beneficiary Reference No	117725193159

Instructions for remitting Bank:

a. *This form is valid for remittance through non-SBI branches.*
b. *Beneficiary account no. is alpha-numeric and case sensitive. It should be entered as it appears above.*
c. *Amount to be remitted should not be higher or lesser and should be the same as shown above.*

Note for Bidders:

a. *Bidder should ensure that account no. entered during RTGS/NEFT remittance at any bank counter or Internet banking site is the same as it appears in this remittance form. Bidder should not truncate or add any other detail to the above account number.*
b. *No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for RTGS/NEFT remittance.*
c. *Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, this remittance form is to be used only for RTGS or NEFT payment*
d. *Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. The remittance should be within the prescribed time and as per the terms and conditions specified in tender.*
e. *Please ensure the correctness of details inputted while remittance through RTGS/NEFT. Please also ensure that your banker keys in the Account Number (which is case sensitive) as displayed in this form. SBI and Merchant* [illegible] *inputted.*
f. *For RTGS* [illegible] *be relevant for the purpos* [illegible] *Therefore , bidders should ma* [illegible] *before date and time for submission of tender.*
g. *Bids for which Payment is received after closing date/time for submission of tender/bid would be rejected*

1 / 1

APPENDIX 14

Sub: SOP for BG Verification through SFMS of lClCl Bank

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

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

   CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA

   BANK NAME : ICICI BANK

   IFSC CODE : ICIC0000007

   BG ADVISING MESSAGE : IFN760COV (BG ISSUE)

   IFN767COV (BG AMENDMENT)

   UNIQUE IDENTIFIER CODE: Specific code for each unit as per Annexure-1 of Appendix-14 to be mentioned in field 7037 of the BG advising message code

2. While submitting the documents to BG issuing bank, the Bidder will also submit letter to the issuing bank as per the format mentioned in the Annexure-II.

3. Based on the above inputs from the Bidder, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units.

4. While submitting the original BG document to the AAI, the vendor has to attach a copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

Enclosure: Annexure-1 & 2 of Appendix-14

ANNEXURE-1 of Appendix-14

Advisory: For Applicant and its BG Issuing Bank Branch.

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

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

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

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

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

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

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

S No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	Corporate Headquarters	[illegible]	AAICORHQ
2	RHQ-NR	[illegible]	AAIRHQNR
3	JAMMU	[illegible]	AAIJAMMU
4	SRINAGAR	[illegible]	AAISRINAGAR
5	AMRITSAR	[illegible]	AAIAMRITSAR
6	CHANDIGARH	[illegible]	AAICHANDIGHAR
7	JAIPUR	[illegible]	AAIJAIPUR
8	JODHPUR	[illegible]	AAIJODHPUR
9	UDAIPUR	[illegible]	AAIUDAIPUR
10	KHAJURAHO	[illegible]	AAIKHAJURAO
11	CATC ALLAHABAD	[illegible]	AAICATC

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

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

ANNEXURE-2 of Appendix-14

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-ICIC0000007).

Thanking You,

_____

(Vendor/Customer/Concessionaire)

APPENDIX 15

Land and Space Rentals

SPEED POST

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No. AAI/CHQ/LM/CIR/RENT REVISION/2022/ 1166 से 172 June 04, 2022

Regional Executive Director(s), SR/WR/NR/ER/NER Chennai/Mumbai/Delhi/Kolkata/Guwahati	Airport Director(s) Chennai Airport/NSCBI Airport, Chennai/Kolkata

Land Management Dte. Circular No. 22

Sub: - Revision of License Fee/Lease Rental effective from 01.4.2022 and Related Policies /Norms

This is further to CHQ letter No. AV.21012/58/2016-LM/440-677 dated 04.12.2017 and Land Dte. Circular No. 17 issued vide communication No. AAI/CHQ/LM/CIR/2007 dated 20.3.2020 regarding applicability of Licence Fee/Lease Rental in respect of AAI Airports/AAI land.

2. The revision of Land Rental/License Fee was due from 01.04.2022. AAI Board in its 208th meeting held on 13.05.2022 approved the revision of Licence Fee/lease Rental effective from 01.04.2022 as well as related Policies/Norms, which are given as hereunder: -

A. Land Rentals

a. The revised land rental rates, as applicable for a period of 03 + 03 years from 01.04.2022 to 31.03.2025 and from 01.04.2025 to 31.03.2028 are enclosed at Annexure-A to E.

b. The rental rate for land leased in operational area shall continue to be 75% of the normal rates.

c. Paved land rate shall continue to be 20% higher than the normal rental rate at respective airports.

B. Hangar Rentals: -

The rental rate for the built-up hangar space and Annexe buildings etc. for the period of 03+03 years i.e. from 01.04.2022 to 31.03.2025 and from 01.04.2025 to 31.03.2028 are attached at Annexure-F to J.

C. Other terms: -

I. The discount (50% concession) in space rental for allotment at **closed/abandoned airports** (e.g. Begumpet – Hyderabad, HAL Bangalore, old Terminal Chandigarh Airport or any other such airport in future) earlier granted vide CHQ. Circular dated 26.09.2018 stand discontinued from 01.04.2022 and these cases are to be dealt on merits as per approval of the Competent Authority.

राजीव गांधी भवन
Rajiv Gandhi Bhawan

सफदरजंग हवाई अड्डा नई दिल्ली-110003
Safdarjung Airport, New Delhi-110003

दूरभाष : 24632950
Phone : 24632950

II. The above rental rates and escalations shall not be applicable on those leases or licenses which are allotted through the tendering process or with specific approval of the Board or Competent Authority. Those contracts shall continue to be governed as per such specific agreement/Umbrella Agreements terms and conditions.

III. The land allotted to Central Govt Departments, State Govt Departments, Regulatory / Statutory Agencies, (i.e. wholly owned by Central Govt /State Govt) for performing their mandatory /Regulatory functions will continue to be charged @50% of AAI's normal license fee /land rental. This concession will not apply in favour of the Public Sector Undertakings of Central /State Govt working on commercial basis and MET Dept. whose terms are being governed as per MoU executed.

IV. The Security Deposit of value equal to twelve months license/lease fee in the form of Bank Guarantee/FDR/ Deposits etc. shall be required to be maintained /deposited by the agency on the revised license fee as applicable. BG shall be valid for a period of six months from the expiry of the license /lease.

V. **INTEREST RATE** - The penal Interest Rate for delayed payment on renewal / fresh allotment shall be @12% per annum (simple interest) instead of earlier 18% p.a. However, where AAI Board has already approved penal interest lower than 12% p.a. in specific cases, the same shall continue.

VI. The revised rates are also applicable on Carved out /AAI land at JV/PPP Airports (i.e. land not being demised to the JV/PPP operators).

VII. In the eventuality of AAI formulating any specific policy and decides separate / different rental rates for any specific airports /purposes /services, the same shall be applicable irrespective of the above decision.

VIII. In case any agency opted /proposed to AAI for surrendering the land /Hangar /Built up space etc. pending settlement of disputes /outstanding dues, the agency may be allowed to surrender subject to the condition that AAI will continue to take actions as appropriate for recovery of dues in order to utilize the said land /hangar /built up space for allotment to other agency for generating revenue. Further, any pipeline or other structure which are surrendered or abandoned, may be removed by AAI and the cost of such removals will be recovered from lessee /licensee.

3. The following other norms/parameters as already conveyed vide CHQ Circular No.17 dated 20.3.2020, stated above, shall continue to be followed: -

A. The bills for paved/unpaved land are to be raised on annual basis. The practice of raising land bills on monthly basis shall be discontinued.

B. The bills in respect of built hangar /space shall continue to be raised on monthly basis.

C. In case the period of allotment / Agreement is less than one year, the land rental charges are to be calculated on pro-rata basis without further rounding off. However, the final amount of the bill is to be rounded off to the nearest Rs. 10/-.

D. Wherever, the land has been allotted to various agencies, the outer boundaries of the land allotted shall be the criteria for billing. As regards, built up area allotted (per month basis), the inner boundaries of the room or hangar is to be taken into the account for the purposes of the billing.

E. The Annual Physical Audit of the leased or licensed land /areas shall be carried out on these parameters.

Please acknowledge the receipt and ensure the compliance thereof.

Encl : Annexure-A to J (11 pages)

(Anil Gupta)
Executive Director
(Land Management)

Copy to:

1. ED(Finance)-Rev.
2. ED(Finance)-Internal Audit.
3. ED (Commercial)
4. ED(Engg)-NR/WR/SR/ER/NER
5. ED(OPS)
6. OSD to Chairman
7. PS to Member (Ops)
8. PS to Member (Plg.)
9. PS to Member (Finance)
10. PS to Member (ANS)
11. PS to CVO
12. GM(IT)- with a request to upload the same on AAI website.
13. AAI/LM/Lease-Admin Team: For n.a. please
14. Copy to file no AV.21012/58/2016-LM/440-677

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)

FSI Floor Index

Southern Region/Chennai

Annexure A

S.NO.	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
		Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Agatti	1,060.00	1,270.00	800.00	950.00	1,220.00	1,460.00	920.00	1,100.00
2	Belgaum	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
3	Bellary	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
4	Calicut	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
5	Chennai	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00
6	Coimbatore	1,050.00	1,260.00	790.00	950.00	1,210.00	1,450.00	910.00	1,090.00
7	Cuddapa	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
8	Donakonda	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
9	Gulbarga	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
10	Hasan	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
11	Hubli	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
12	Hyderabad	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00
13	Kachipuram	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
14	Khamam	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
15	Manglore	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
16	Madurai	2,910.00	3,490.00	2,180.00	2,620.00	3,350.00	4,020.00	2,510.00	3,020.00
17	Mysore	1,470.00	1,760.00	1,100.00	1,320.00	1,690.00	2,030.00	1,270.00	1,520.00
18	Puduchery	2,740.00	3,290.00	2,060.00	2,470.00	3,150.00	3,780.00	2,360.00	2,840.00
19	Rajamundry	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
20	Salem	900.00	1,080.00	680.00	810.00	1,040.00	1,250.00	780.00	940.00
21	Trivandrum	1,730.00	2,080.00	1,300.00	1,560.00	1,990.00	2,390.00	1,490.00	1,790.00
22	Tirupati	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
23	Tuticorin	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
24	Trichy	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
25	Vijaywada	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
26	Vishakhpatnam	1,460.00	1,750.00	1,100.00	1,310.00	1,680.00	2,020.00	1,260.00	1,520.00
27	Vellore	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
28	Vikarabad	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
29	Warrangal	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)

FSI Floor Index

Western Region

Annexure B

S.NO.	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
		Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Ahmedabad	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
2	Aurangabad	2,550.00	3,060.00	1,910.00	2,300.00	2,930.00	3,520.00	2,200.00	2,640.00
3	Bhavnagar	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
4	Bhopal	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
5	Bhuj	810.00	970.00	610.00	730.00	930.00	1,120.00	700.00	840.00
6	Diu	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
7	Gondia	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
8	Goa	2,110.00	2,530.00	1,580.00	1,900.00	2,430.00	2,920.00	1,820.00	2,190.00
9	Indore	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
10	Jabalpur	1,510.00	1,810.00	1,130.00	1,360.00	1,740.00	2,090.00	1,310.00	1,570.00
11	Jamnagar	2,660.00	3,190.00	2,000.00	2,390.00	3,060.00	3,670.00	2,300.00	2,750.00
12	Jalgoan	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
13	Juhu	13,990.00	16,790.00	10,490.00	12,590.00	16,090.00	19,310.00	12,070.00	14,480.00
14	Kandla	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
15	Kohlapur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
16	Keshod	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
17	Mumbai	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00
18	Nagpur	2,890.00	3,470.00	2,170.00	2,600.00	3,320.00	3,980.00	2,490.00	2,990.00
19	Porbander	1,910.00	2,290.00	1,430.00	1,720.00	2,200.00	2,640.00	1,650.00	1,980.00
20	Pune	5,840.00	7,010.00	4,380.00	5,260.00	6,720.00	8,060.00	5,040.00	6,050.00
21	Rajkot	1,910.00	2,290.00	1,430.00	1,720.00	2,200.00	2,640.00	1,650.00	1,980.00
22	Solapur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
23	Surat	1,990.00	2,390.00	1,490.00	1,790.00	2,290.00	2,750.00	1,720.00	2,060.00
24	Vadodara	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)

FSI Floor Index

Northern Region

Annexure C

S.NO.	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
		Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Adampur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
2	Agra	1,920.00	2,300.00	1,440.00	1,730.00	2,210.00	2,650.00	1,660.00	1,990.00
3	Allahabad	1,020.00	1,220.00	770.00	920.00	1,170.00	1,400.00	880.00	1,050.00
4	Amritsar	1,220.00	1,460.00	920.00	1,100.00	1,400.00	1,680.00	1,050.00	1,260.00
5	Bikaner	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
6	Bareilly	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
7	Bathinda	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
8	Chandigarh	3,560.00	4,270.00	2,670.00	3,200.00	4,090.00	4,910.00	3,070.00	3,680.00
9	Dehradun	570.00	680.00	430.00	510.00	660.00	790.00	500.00	590.00
10	Delhi(IGI)	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00
11	Faizabad	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
12	Meerut	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
13	Gwalior	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
14	Gorakhpur	870.00	1,040.00	650.00	780.00	1,000.00	1,200.00	750.00	900.00
15	Hindon	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
16	Jodhpur	2,230.00	2,680.00	1,670.00	2,010.00	2,560.00	3,070.00	1,920.00	2,300.00
17	Jaipur	3,330.00	4,000.00	2,500.00	3,000.00	3,830.00	4,600.00	2,870.00	3,450.00
18	Jaisalmer	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
19	Jammu	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
20	Kanpur	1,920.00	2,300.00	1,440.00	1,730.00	2,210.00	2,650.00	1,660.00	1,990.00
21	Kangra/Gaggal	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
22	Khandwa	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
23	Kishangarh	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
24	Kota	1,050.00	1,260.00	790.00	950.00	1,210.00	1,450.00	910.00	1,090.00
25	Kullu Manali	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
26	Khajuraho	1,850.00	2,220.00	1,390.00	1,670.00	2,130.00	2,560.00	1,600.00	1,920.00
27	Lalitpur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
28	Leh	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
29	Lucknow	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
30	Ludhiana	1,070.00	1,280.00	800.00	960.00	1,230.00	1,480.00	920.00	1,110.00

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)

FSI Floor Index

Northern Region

Annexure C

S.NO.	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
		Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
31	Muradabad	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
32	Palanpur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
33	Panna	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
34	Pant Nagar	930.00	1,120.00	700.00	840.00	1,070.00	1,280.00	800.00	960.00
35	Pathankot	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
36	Shimla	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
37	Satna	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
38	Srinagar	760.00	910.00	570.00	680.00	870.00	1,040.00	650.00	780.00
39	Safdarjung	9,110.00	10,930.00	6,830.00	8,200.00	10,480.00	12,580.00	7,860.00	9,440.00
40	Udaipur	900.00	1,080.00	680.00	810.00	1,040.00	1,250.00	780.00	940.00
41	Varanasi	1,230.00	1,480.00	920.00	1,110.00	1,410.00	1,690.00	1,060.00	1,270.00

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)

FSI Floor Index

Eastern Region/ Kolkata

Annexure D

S.NO.	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
		Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Asansol	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
2	Berhampur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
3	Bhubaneshwar	1,580.00	1,900.00	1,190.00	1,430.00	1,820.00	2,180.00	1,370.00	1,640.00
4	Chakulia	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
5	Gaya	1,380.00	1,660.00	1,040.00	1,250.00	1,590.00	1,910.00	1,190.00	1,430.00
6	Jharsuguda	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
7	Kolkata (NSCBI)	8,010.00	9,610.00	6,010.00	7,210.00	9,210.00	11,050.00	6,910.00	8,290.00
8	Pakyong	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
9	Patna	2,930.00	3,520.00	2,200.00	2,640.00	3,370.00	4,040.00	2,530.00	3,030.00
10	Ranchi	1,480.00	1,780.00	1,110.00	1,340.00	1,700.00	2,040.00	1,280.00	1,530.00
11	Raipur	960.00	1,150.00	720.00	860.00	1,100.00	1,320.00	830.00	990.00

LAND RENTAL CHARTS (in Rs. PSMPA with FSI=One)

FSI Floor Index

North East Region

Annexure E

S.NO.	Airport	01.04.22 to 31.03.25				01.04.25 to 31.03.28			
		Non - operational Area		Operational Area		Non - operational Area		Operational Area	
		Unpaved	Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	Paved
1	Agartala	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
2	Along	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
3	Barapani	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
4	Dibrugarh	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
5	Deparizo	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
6	Dimapur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
7	Guwahati	1,390.00	1,670.00	1,040.00	1,250.00	1,600.00	1,920.00	1,200.00	1,440.00
8	Imphal	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
9	Jorhat	1,230.00	1,480.00	920.00	1,110.00	1,410.00	1,690.00	1,060.00	1,270.00
10	Kailashahar	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
11	Kamalpur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
12	Khowai	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
13	Lilabari	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
14	Passighat	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
15	Rupsi	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
16	Silchar	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
17	Shella	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
18	Tejpur	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
19	Tezu	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00
20	Zero	500.00	600.00	380.00	450.00	580.00	700.00	440.00	530.00

HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

Southern Region/Chennai **Annexure F**

S.NO.	Airport	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.22 to 31.03.25	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.25 to 31.03.28
1	Agatti	540	620
2	Banglore	540	620
3	Belgaum	670	770
4	Calicut	1190	1370
5	Chennai	1610	1850
6	Coimbatore	1190	1370
7	Donakonda	430	490
8	Gulbarga	430	490
9	Hubli	540	620
10	Hyderabad	1190	1370
11	Kadapa	540	620
12	Madurai	670	770
13	Manglore	670	770
14	Mysore	670	770
15	Nadirgul	430	490
16	Puduchery	500	580
17	Rajamundry	540	620
18	Salem	540	620
19	Thanjavur	430	490
20	Tirupati	620	710
21	Trichy	670	770
22	Trivandrum	1190	1370
23	Tuticorin	540	620
24	Vellore	430	490
25	Vijaywada	670	770
26	Vishakhpatnam	670	770
27	Warrangal	430	490

HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

Western Region **Annexure G**

S.NO.	Airport	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.22 to 31.03.25	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.25 to 31.03.28
1	Ahmedabad	1190	1370
2	Akola	430	490
3	Aurangabad	670	770
4	Bhavnagar	670	770
5	Bhopal	1190	1370
6	Bhuj	670	770
7	Deesa	430	490
8	Diu	540	620
9	Goa	1190	1370
10	Gondia	430	490
11	Hirasar	430	490
12	Indore	1190	1370
13	Jabalpur	540	620
14	Jalgoan	430	490
15	Jamnagar	540	620
16	Juhu	1190	1370
17	Kandla	540	620
18	Keshod	430	490
19	Kohlapur	540	620
20	Porbander	540	620
21	Pune	1190	1370
22	Rajkot	670	770
23	Solapur	430	490
24	Surat	670	770
25	Vadodara	670	770

HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

Northern Region **Annexure H**

S.NO.	Airport	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.22 to 31.03.25	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.25 to 31.03.28
1	Adampur	540	620
2	Agra	670	770
3	Allahabad	540	620
4	Amritsar	1190	1370
5	Bhatinda	620	710
6	Bikaner	500	580
7	Chandigarh	670	770
8	Dehradun	500	580
9	Gorakhpur	540	620
10	Gwalior	540	620
11	Hindon	540	620
12	Jaipur	1190	1370
13	Jaisalmer	540	620
14	Jammu	670	770
15	Jodhpur	540	620
16	Kangra/Gaggal	540	620
17	Kanpur	540	620
18	Khajuraho	540	620
19	Khandwa	430	490
20	Kishangarh	500	580
21	Kota	430	490
22	Kullu Manali	540	620
23	Lalitpur	430	490
24	Leh	670	770
25	Lucknow	1190	1370
26	Ludhiana	500	580
27	Panna	430	490
28	Pant Nagar	540	620
29	Pathankot	540	620
30	Safdarjung	670	770
31	Satna	430	490
32	Shimla	540	620
33	Srinagar	670	770
34	Udaipur	670	770
35	Varanasi	1190	1370

11/5/2022

HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

Eastern Region/ Kolkata **Annexure I**

S.NO.	Airport	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.22 to 31.03.25	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.25 to 31.03.28
1	Bagdogra	670	770
2	Balurghat	430	490
3	Behala	430	490
4	Bhubaneshwar	620	710
5	Bilaspur	430	490
6	Cooch Behar	430	490
7	Gaya	670	770
8	Jharsuguda	540	620
9	Jogabani	430	490
10	Kolkata (NSCBI)	1610	1850
11	Malda	430	490
12	Muzzafarpur	430	490
13	Pakyong	500	580
14	Patna	670	770
15	Port Blair	620	710
16	Raipur	500	580
17	Ranchi	620	710
18	Raxaul	430	490

HANGAR AND ANNEXE BUILDING LICENCE FEE CHARTS (in Rs. PSMPM)

North East Region **Annexure J**

S.NO.	Airport	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.22 to 31.03.25	Hangar & Annexe Bldg. License Fee (Per Sqm Per Month) 01.04.25 to 31.03.28
1	Agartala	540	620
2	Aizwal	430	490
3	Along	430	490
4	Barapani	540	620
5	Deparizo	430	490
6	Dibrugarh	540	620
7	Dimapur	540	620
8	Guwahati	670	770
9	Imphal	540	620
10	Jorhat	540	620
11	Kailashahar	430	490
12	Kamalpur	430	490
13	Khowai	430	490
14	Lilabari	540	620
15	Passighat	430	490
16	Rupsi	430	490
17	Silchar	540	620
18	Tejpur	540	620
19	Tezu	540	620
20	Zero	430	490

11/5/2022

No. AAI/CHQ/LM/CIR/ 2007/e-248190 106/33

23th March 2026

The Regional Executive Director **Airports Authority of India** **NR/WR/ER/SR/NER**	**Airport Director** **Airports Authority of India** **Chennai/Kolkata**

Land Management Circular No. 25(A)/2026

Sub: Revision of Space License Fee For Built Up Area Allotment in Operational Area of Airports With Effective From 01.04.2025 – Reg.

In partial modification of LM Circular No. 25 dated 07.07.2022, Sl. No. 2 of the said Circular stands amended as under:

Space License Fee for Line Maintenance/Non-Residential Buildings –

The Space License Fee for Built-Up Area Allotments located within the Operational Area of an Airport shall be levied in accordance with the provisions of Commercial Manual – 2025 (***Refer Clause 12.4 – Copy enclosed***) with effective from 01.04.2025. The rates shall be subject to review/revision from time to time as per the Clause No. 12.4.6 of the Commercial Manual - 2025.

This issues with the approval of Competent Authority.

23/3/2026

V Ramanathan
General Manager (Land Management)

Copy To –

1. Chairman Sectt.
2. OSD to Member (Planning/Finance/HR/ANS/Ops)
3. ED (Finance/Commercial/Engg.)
4. Gm (IT): with a request to upload the same on AAI website.
5. Lease Administration Team.

जारी किया /
दिनांक

ii) All other requests from Central/State Govt./ PSUs shall be charged as per the applicable Advertisement Card rate.

B. Allotment of Reception counter/ Delegation desk at Airports for conference/meetings etc. by Central/State Govt. depts. – To permitted free of cost up to a period not exceeding 7 days subject to:

a) Counter Space should not exceed 8 sq.mts

b) Normal charges will be applicable to PSU's

c) Third Party Sponsored message/banner/displays/standees etc. are not permitted.

Note:

The discounted advertisement concession at the airports to Central Govt./State Govt. Department is generally meant for displays of public interests and not for any displays having commercial interests. The concession will not apply in favour of any kind of commercial promotions including Public Sector Undertakings allotment shall be done by respective Airport Directors judiciously and without any infringement of the rights of advertisement licensee at airports.

12.3.11 In case, any request for allotment of space from any Shrine Board/Trust/Temple Committee managing the affairs of any famous Devotional Institution for facilitation (including sale of Dharshan/Entry Tickets etc) for which the city is known for in which that particular Airport is situated, a space up to maximum of 10 sq. mtrs. may be allotted on the applicable/notified space rent basis, for setting up a counter for facilitating the devotees. For allotment of space more than 10 sq. mtrs., approval of CHQ to be obtained. Such allotment may be considered in Check-in and Arrival areas of the Terminal only, subject to availability of space.

12.4: Space License Fee and Annual Escalation

12.4.1 The new rates of space license fee for AC spaces and Non-AC spaces at different Airports, categorized under five clusters, shall be as per following tables.

12.4.2 The new rates of space license fee shall be effective from 01.04.2025.

12.4.3 The annual rate of escalation shall be @ 7.5% per annum compounding. The rates derived after annual escalation shall be rounded off to the nearest multiple of Rs. 10/-.

12.4.4 Annual escalations shall be applicable w.e.f. 1st of April every year.

12.4.5 In case of any fresh addition of Airport i.e. which are not included in Cluster 1-5, the rates equivalent to Cluster-4 Airports (without * mark) shall be applicable.

12.4.6 These rates of space license fee shall be subject to review/revision from time to time.

CLUSTER 1 AIRPORTS			
S. No	AIRPORT NAME	Space License Fee (w.e.f. 01.04.2025) [in INR per Sq. Mtr. per Month]	
		AC	NON-AC
1	CHENNAI	4010	2670
2	KOLKATA	4010	2670

*Note: Space license fee for **Airlines ticketing counters** at Kolkata and Chennai Airports should be frozen @ Rs. 5320/- per sqm per month till the above Space License fee for AC Space matches*

with frozen License fee (i.e., Rs. 5320/- per sqm per month) or the abovementioned Space license fee is revised, whichever is earlier.

CLUSTER 2 AIRPORTS			
S. No	AIRPORT NAME	Space License Fee (w.e.f. 01.04.2025) [in INR per Sq. Mtr. per Month]	
		AC	NON-AC
1	AHMEDABAD	2950	1970
2	AMRITSAR	2950	1970
3	BEGUMPET	2950	1970
4	BHOPAL	2950	1970
5	CALICUT	2950	1970
6	COIMBATORE	2950	1970
7	GOA	2950	1970
8	INDORE	2950	1970
9	JAIPUR	2950	1970
10	JUHU	2950	1970
11	LUCKNOW	2950	1970
12	PUNE	2950	1970
13	TRIVANDRUM	2950	1970
14	VARANASI	2950	1970

CLUSTER 3 AIRPORTS			
S. No	AIRPORT NAME	Space License Fee (w.e.f. 01.04.2025) [in INR per Sq. Mtr. per Month]	
		AC	NON-AC
1	AGRA	1670	1110
2	AURANGABAD	1670	1110
3	BAGDOGRA	1670	1110
4	BELGAUM	1670	1110
5	BHATINDA	1340	890
6	BHAVNAGAR	1670	1110
7	BHUBANESWAR	1340	890
8	BHUJ	1670	1110
9	CHANDIGARH	1670	1110
10	GAYA	1670	1110
11	GUWAHATI	1670	1110
12	JAMMU	1670	1110
13	LEH	1670	1110
14	MADURAI	1670	1110
15	MANGALORE	1670	1110
16	MYSORE	1670	1110
17	PATNA	1670	1110
18	PORT BLAIR	1340	890

19	RAJKOT	1670	1110
20	RANCHI	1340	890
21	SAFDARJUNG	1670	1110
22	SRINAGAR	1670	1110
23	SURAT	1670	1110
24	TIRUPATI	1340	890
25	TRICHY	1670	1110
26	UDAIPUR	1670	1110
27	VADODARA	1670	1110
28	VIJAYWADA	1670	1110
29	VISHAKHAPATNAM	1670	1110

CLUSTER 4 AIRPORTS			
S. No	AIRPORT NAME	Space License Fee (w.e.f. 01.04.2025) [in INR per Sq. Mtr. per Month]	
		AC	NON-AC
1	ADAMPUR (JALANDHAR)	1080	720
2	AGARTALA	1080	720
3	AGATTI	1080	720
4	ALLAHABAD	1080	720
5	BENGLURU	1080	720
6	BHUNTAR	1080	720
7	BIKANER*	1340	890
8	CUDDAPAH	1080	720
9	DEHRADUN*	1340	890
10	DIBRUGARH	1080	720
11	DIMAPUR	1080	720
12	DIU	1080	720
13	GORAKHPUR	1080	720
14	GUGGAL	1080	720
15	GWALIOR	1080	720
16	HINDON	1080	720
17	HUBLI	1080	720
18	IMPHAL	1080	720
19	JABALPUR	1080	720
20	JAISALMER	1080	720
21	JAMNAGAR	1080	720
22	JHARSAGUDA	1080	720
23	JODHPUR	1080	720
24	JORHAT	1080	720
25	KANDLA	1080	720
26	KANPUR	1080	720
27	KHAJURAHO	1080	720
28	KISHANGARH*	1340	890

29	KOLHPUR	1080	720
30	LILABARI	1080	720
31	LUDHIANA*	1340	890
32	PAKYONG*	1340	890
33	PANTNAGAR	1080	720
34	PATHANKOT	1080	720
35	PONDICHERRY*	1340	890
36	PORBANDAR	1080	720
37	RAIPUR*	1340	890
38	RAJAHMUNDRY	1080	720
39	SALEM	1080	720
40	SHILLONG	1080	720
41	SHIMLA	1080	720
42	SILCHAR	1080	720
43	TEZPUR	1080	720
44	TEZU	1080	720
45	TUTICORN	1080	720

CLUSTER 5 AIRPORTS			
S. No	AIRPORT NAME	Space License Fee (w.e.f. 01.04.2025) [in INR per Sq. Mtr. per Month]	
		AC	NON-AC
1	AIZWAL	860	570
2	AKOLA	860	570
3	ALONG	860	570
4	BALUGHAT	860	570
5	BEHALA	860	570
6	BILASPUR	860	570
7	COOCH BIHAR	860	570
8	DAPARIZO	860	570
9	DEESA	860	570
10	DONAKONDA	860	570
11	GONDIA	860	570
12	HIRASAR	860	570
13	JALGAON	860	570
14	JHANSI	860	570
15	JOGBANI	860	570
16	KAILASHHAR	860	570
17	KALABURGI	860	570
18	KAMALPUR	860	570
19	KESHOD	860	570
20	KHANDWA	860	570

21	KHOWAI	860	570
22	KOTA	860	570
23	LALITPUR	860	570
24	MALDA	860	570
25	MUZZAFARPUR	860	570
26	NADIRGUL	860	570
27	PANNA	860	570
28	PASSIGHAT	860	570
29	RAXAUL	860	570
30	RUPSI	860	570
31	SATNA	860	570
32	SHOLAPUR	860	570
33	THANJAVUR	860	570
34	VELLORE	860	570
35	WARANGAL	860	570
36	ZERO	860	570

AIRPORTS AUTHORITY OF INDIA

CONCESSION AGREEMENT

FOR

GROUND HANDLING SERVICES
at
SHILLONG Airport

BETWEEN

AIRPORTS AUTHORITY OF INDIA
AND

[CONCESSIONAIRE]

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(Note: The minimum amount of stamp paper should be Rs 100/-. However, the actual amount to be decided by concerned APD as per requirement of local/State Administration.)

RECITAL

This Concession Agreement (hereinafter referred to as "**Agreement**") is made at [●] on this [●] day of [●], 20__ ("**Effective Date**"), at Shillong Airport**,** by and between

AIRPORTS AUTHORITY OF INDIA, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhawan, New Delhi, hereinafter referred to as "**Authority**" (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the ONE PART.

AND

[·], a company incorporated under the {Companies Act, 1956/ Companies Act, 2013} and having its registered office at [·] (hereinafter referred to as "**Concessionaire**", which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

The Authority and Concessionaire are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS:

The Authority is engaged in the development, operation and maintenance of Airports in India. As a part of this endeavor, the Authority has undertaken to grant concession for providing Ground Handling Services at the Airports.

A. The Authority has accordingly invited applications by its Global request for qualification cum Proposal vide tender id No. [●] dated [●] ("Request for Proposal" or RFP) for selection of the Bidder for providing Ground Handling Services at Shillong Airport.

B. After evaluation of the Bids received, the Authority had accepted the Bid of the {Selected Bidder ("**Selected Bidder**") and issued its Letter of Intent to Award No. [●] dated [●] (hereinafter called the "**LOIA**") to the {Selected Bidder} requiring, *inter alia*, the execution of this Concession Agreement.

C. The {Selected Bidder} has since promoted and incorporated a **Special Purpose Vehicle** under the Companies Act, 2013 and has requested the Authority to accept it

as the Concessionaire, which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder/ Consortium} under the RFP/LOIA, including the obligation to enter into this Agreement pursuant to the RFP/LOIA for the purposes of performing, implementing and executing the Ground Handling Services.

D. The Selected Bidder and the Concessionaire has procured the requisite security clearance and the LOIA has been deemed as Letter of Award (LOA)

E. By its letter dated [●], the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.

F. The Concessionaire has paid Security Deposit amount of Rs……. crores by way of Bank Guarantee number…….. dated …… drawn in favour of AAI payable at SHILLONG Airport from …… bank.

G. The Authority has agreed to the said request of the {Selected Bidder} and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for the Concession, subject to and on the terms and conditions set forth hereinafter.

H. Separate Agreement for space/land/utilities and completion of contractual obligations to the effect shall be executed at the respective Airport(s) by the Concessionaire.

I. This Agreement shall be governed by and interpreted according to the Laws of India. All matters, claims or disputes arising out of or anyway relating to this Agreement shall be subject to the exclusive jurisdiction of the Courts of law in India only.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year or as specified by the Authority;

"**Actual Gross Revenue**" means all pre-tax gross revenue earned by the Concessionaire under or pursuant to this Agreement, during the Term of this Agreement, and shall include any monies received from the Users and other persons, by the Concessionaire but shall exclude the following:

(i) any insurance proceeds received by the Concessionaire relating to (a) third party liability insurance paid or to be paid to the person whose claim(s) constitute(s) the risk or liability insured against; and (b) any form of physical damage of assets, and the Concessionaire has incurred or will incur an expenditure greater than or equal to such proceeds received for repair, reinstatement or otherwise replacement, promptly and diligently of such assets;

(ii) Any monies received by the Concessionaire, for or on behalf of any Government Instrumentality, as an authorized agent of such Government Instrumentality;

(iii) Any income collected by the Concessionaire on behalf of third-party service providers, after approval from the Authority; however, any commission received by the Concessionaire from such third-party service providers shall be considered as part of Actual Gross Revenue; and

(iv) any revenue recognized for construction or upgrade services under the provisions of Appendix A (Service Concession Arrangements) of the Indian Accounting Standards (Ind-AS) 11, Construction Contracts and references therein, including subsequent amendments thereof in relation to the recognition of revenues/consideration for construction or upgrade services under Ind-AS, as per Applicable Laws;

It is expressly clarified that:

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

(b) monies referred to in exclusion (ii) above, shall be excluded only if the same has been credited or will be credited by the Concessionaire to the relevant Government Instrumentality promptly and diligently and any fine, penalty or other amounts of similar nature that may accrue as a result of non-payment or delayed payment of such monies under the applicable laws, will not be excluded;

(c) Actual Gross Revenue will be computed on an annual basis for an Accounting Year, in accordance with the Indian Accounting Standards, as applicable;

(d) in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Actual Gross Revenue, the decision of the Authority shall be final and binding;

Note: Any deposits collected by the Concessionaire from Users for the provision of Ground Handling Services under this Concession has to be in the form of Bank Guarantee only.

"**AERA**" shall mean the Airports Economic Regulatory Authority of India, established under the AERA Act, and shall include any other regulatory authority, replacing or superseding the functions and authorities of AERA, in accordance with the Applicable Laws;

"**AERA Act**" shall mean the Airports Economic Regulatory Authority of India Act, 2008, as amended, modified and superseded from time to time;

"**Affected Party**" shall have the meaning as set out in Clause 12.1.1;

"Airport" means [·];

"Airport Director" shall mean the director of the Airport;

"Airport Operation Entities" shall have the meaning as set out in Clause 2.3.6.;

"**Airport Rescue and Fire Fighting Services**" shall mean the department of the Authority empowered for fire-fighting and rescue operations at the Airport;

"**Airside Safety Regulations**" means the manual on '*Airside Safety Regulations*', prepared by the Authority, as amended from time to time, to make the airside environment safer for

aircraft operations, passenger safety and as a guidance for all those who function on the airfield(s) of the Airport;

"Air Transport Service" means a service for the transport by air of persons, mails or any other thing, animate or inanimate, for any kind of remuneration whatsoever, whether such service consists of a single flight or series of flights;

"**Agreement"** means this Concession Agreement and the Schedules hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing between the Authority and the Concessionaire, in accordance with its terms;

"**Applicable Laws**" means all laws in force and effect including without limitation all statutes, rules, regulations, notifications, circulars and guidelines, it also includes judgments, decrees, injunctions, writs and orders of any court of record, tribunal or quasi-judicial body and instructions, decisions and directions of any governmental body or administrative authority, rules of any recognized stock exchange, as amended, replaced, re-enacted, restated or re-interpreted from time to time in India or any other relevant and applicable jurisdiction;

"**Applicable Permits**" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the development, operation and maintenance of the Concession, for or in respect of the Agreement including but not limited to the approvals from airport security etc. and all other approvals as may be required to execute, give effect to, and perform this Agreement and the approvals and consents required from Authority or any other Government Instrumentality pursuant to this Agreement, including any third party approvals as may be required by the Concessionaire;

"Authorised Person(s)" shall mean any personnel of the Concessionaire, duly authorized and cleared for security by BCAS and/or any other agencies as per Applicable Law, to undertake its obligations towards providing Ground Handling Services under the provisions of this Agreement;

"Authority" or "AAI" shall mean the Airports Authority of India constituted under Airports Authority of India Act, 1994, including any amendment / re-enactment thereof**;** For the purpose of this Concession, Authority means Airport Director, Shillong Airport wherever mentioned.

"**Authority's Representative**" shall have the meaning as set out in Clause 3.5.1;

"**Authority Event of Default**" shall have the meaning as set out in Clause 13.3;

"Bid" shall means the documents in their entirety comprised in the bid submitted by the selected bidder in response to the Request for Proposal in accordance with the provisions thereof;

"**Bank**" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank where Senior Lender has an interest;

"Certificate of Operational Readiness" means the completion certificate provided to the Concessionaire in accordance with Clause 3.5.1 with respect to the Ground Handling Facilities to be completed by the COD;

"**Change of Scope**" shall have the meaning as set out in Clause 16.1;

"**Change of Scope Notice**" shall have the meaning as set out in Clause 16.4 (a);

"**Change of Scope Order**" shall have the meaning as set out in Clause 16.4 (c);

"Charter Operation" means an operation for hire and reward in which the departure time, departure and arrival locations are specially negotiated and agreed with the customer or the customer's representative for entire aircraft. No ticket is sold to individual passenger for such operation;

"**Commencement Date**" shall have the meaning as set forth in Clause 3.4;

"Concessionaire Authorised Representative" shall mean the representative of the Concessionaire duly authorized by the management and Board of Directors of the Concessionaire to sign this Concession Agreement and represent the Concessionaire for all the matters and provisions of this Agreement;

"COD" shall have the meaning as described in Clause 3.6.1;

"**Commissioning Period**" shall mean the period from the Commencement Date till the COD;

"**Concession**" shall mean the non-exclusive right and concession awarded to the Concessionaire for implementation of the Ground Handling Services at the Airport, as described under Clause 2.2.1 of this Agreement;

"**Concessionaire**" shall have the meaning attributed thereto in the array of Parties as set out in the Recitals;

"Concessionaire's Event of Default" shall have the meaning as set forth in Clause 13.2;

"**Contractor**" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contracts or any other material agreement or contract for meeting the obligations under this Agreement or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"**Damages**" means any penalties levied by the Authority on the Concessionaire on account of non-compliance of any terms and provisions of this Agreement. The specific quantum of Damages shall be determined as per the respective provisions of this Agreement;

"**DGCA**" means the Directorate General of Civil Aviation, Government of India;

"**Dispute**" shall have the meaning as set forth in Clause 15.2;

"**Dispute Resolution Mechanism** ("**DRM**") shall have the meaning as set forth in Clause 15.3;

"Designated Government of India (GOI) Agencies" or **"Designated GOI Agencies"** means a department or other entity under the control of GOI and assigned statutory functions such as customs control, immigration control, quarantine, air traffic control or airport security;

"**Effective Date**" means the date of signing of this Agreement as set out in the Recital;

"**Emergency**" means a condition or situation that is likely to endanger the security of the individuals on or about the Airport or which poses an immediate threat of material damage to any of the assets, and includes a threat to public order or national security;

"**Encumbrances**" means, in relation to the Ground Handling Facilities Site or Ground Handling Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Ground Handling Facilities Site or Ground Handling Facilities;

"Exclusive Bank Account" – means an exclusive account which the Concessionaire shall open for respective airport and maintain with a Bank, in which all inflows and outflows of cash on account of capital and Capital Receipts and expenditures related to Ground Handling Services of that airport shall

be credited and debited, as the case may be, in accordance with the provisions of this agreement.

"**Force Majeure**" shall have the meaning as set out in Clause 12.1;

"**Financing Agreements**" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project;

"**GoI**" shall mean the Government of India and any agency, authority (including regulatory authority), department, inspectorate or ministry or statutory person (whether autonomous or not) under the control and direction of GoI;

"**Good Industry Practice**" means the exercise of the highest degree of practices, skills, diligence, prudence, efficiency and foresight which are generally and reasonably expected from a reasonably skilled and experienced operator or service provider engaged in the same type of undertaking as envisaged under this Agreement;

"**GoST**" means the government of {*Insert name of state where the Airport is located*};

"**Government Instrumentality**" means any department, division or sub-division of GoI or GoST and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat under the control of GoI or GoST, as the case may be, and having jurisdiction over all or any part of the Airport or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"Green Equipment and Vehicles" shall mean equipment and Vehicles as defined in Clause 4.1;

"**Ground Handling Agency**" means an entity established for the purpose of providing Ground Handling Services at an airport and security cleared by the Bureau of Civil Aviation

Security and duly appointed by the airport operator;

"**Ground Handling Equipment**" shall have the meaning as set out in Clause 4.1;

"**Ground Handling Facilities**" means the facilities for the provision of the Ground Handling Services to be designed, constructed, developed, financed, procured, installed, commissioned, operated, managed and maintained by the Concessionaire including without limitation, equipment, the ground support equipment facility, and other movable and immovable properties;

"**Ground Handling Facilities Site**" means the existing infrastructure at the Airport to be provided by the Authority to the Concessionaire on *"as is where is"* as per the details set out in Schedule IV of this Agreement for setting up of the Ground Handling Facilities and other related facilities for providing the Ground Handling Services at the Airport;

"**Ground Handling Services**" shall mean the services as set out in Schedule II to be performed and implemented by the Concessionaire at the Airport in accordance with the provisions of this Agreement;

"**Ground Handling Tariff**" shall have the meaning as set forth in Clause 7.5.3;

"Government Indemnified Persons" shall have the meaning as set forth in Clause 14.1.1.

"**IATA**" means International Air Transport Association;

"**IATA SGHA**" or "**SGHA**" or "**Standard Ground Handling Agreement**" shall mean a reference to ground handling activities as set out in International Air Transport Association Standard Ground Handling Manual Agreement (2008/2013/2018 version) or as may be updated by IATA from time to time during the subsistence of this Agreement;

"**ICAO**" means the International Civil Aviation Organization;

"**Improvement Plan**" shall have the meaning as set forth in Clause 6.3.4 (b) (i);

"**Indemnified Party**" shall have the meaning as set forth in Clause 14.3;

"**Indemnifying Party**" shall have the meaning as set forth in Clause 14.3;

"**Insurance Cover**" shall have the meaning as set forth in Clause 10.1;

"**Letter of Intent to Award**" or "**LOIA**" shall mean the written notice issued by Authority pursuant to the RFP to the selected bidder intimating the acceptance of Selected Bidder's Bid for the award of the right to execute the Concession, subject to the fulfilment of conditions of award and such other conditions as set out under the Letter of Intent to Award;

"Letter of Award" or **"LOA"** means the award of the right to execute the Concession Agreement post receipt of the requisite security clearance as per Applicable Laws. The LOIA shall be deemed to become LOA on the date of the receipt of requisite security clearance as per Applicable Laws;

"**Lead Member**" means {Insert name of the lead member as per the Bid submitted pursuant to the RFP};

"**Lenders' Representative**" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"**Major Airport**" means any such airport as notified by AERA, and as may be amended or modified from time to time;

"**Minimum Quality Standard**" shall have the meaning as set forth in Clause 6.1.1;

"Minimum Annual Guarantee (MAG)" shall mean the financial bid in Indian Rupees submitted by the Concessionaire as part of its Bid; MAG will be escalated at 20% on completion of every five years. For the avoidance of doubt, at the beginning of 6th year the quoted MAG will be escalated to 20% and the concessionaires will pay maximum of Revenue Share or escalated MAG.

"Minor Damage" is damage if the aircraft can be rendered airworthy by simple repairs or replacement and an extensive inspection is not necessary;

"**Members**" means the consortium members other than the Lead member as per the Bid submitted pursuant to the RFP;

"**MoCA**" means the Ministry of Civil Aviation of Government of India;

Non-Major Airport" means an airport other than Major Airport;

"**Non-Scheduled Air Transport Service**" or "**General Aviation Flight**" means an air transport service, other than a Scheduled Air Transport Service, being operated for carriage of passengers/ mail/ goods. It also includes Charter Operations;

"**Project**" means the provisions of Ground Handling Services in accordance with the

provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"**Project Assets**" means all physical and other assets relating to and forming part of the Ground Handling Facilities Site including:
a) rights over the Ground Handling Facilities Site in the form of licence, Right of Way or otherwise;
b) Project Facilities situated on the Ground Handling Facilities Site;
c) all rights of the Concessionaire under the Project Agreements;
d) financial assets, such as receivables, security deposits etc.;
e) insurance proceeds; and
f) Applicable Permits and authorisations relating to or in respect of the Airport

"**Revenue Share**" means the revenue share from following percentage of the Actual Gross Revenue payable by the Concessionaire to the Authority:

Particulars	**Revenue share payable to the Authority on the Actual Gross Revenue accruing from flights mentioned in Column 1 of this table**
Users other than Scheduled Domestic Passenger Flight(s)	15%
Scheduled Domestic Passenger Flight(s)	5%
RCS flight(s)*	0%

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

"**Premium**" shall mean higher of the MAG or Revenue Share

"**RFP**" or "**Request for Proposal**" means the Proposal under Tender ID [·] dated [·] pursuant to which bids were invited by the Authority for selection of the Concessionaire for the provision of Ground Handling Services at the Airport in accordance with the provisions of this Agreement;

"**Scheduled Air Transport Service**" or **Scheduled Flights**" shall mean an air transport service notified by DGCA and undertaken between the same two or more places and

operated according to a published time table or with flights so regular or frequent that they constitute a recognisably systematic series, each flight being open to use by members of the public.;

"**Scheduled Domestic Passenger Flight**" means a Scheduled Passenger Flight and notified by DGCA and where the departure and the arrival take place within India;

"**Scheduled International Flight**" means a Scheduled International Flight (including scheduled international cargo flights) notified by DGCA other than Scheduled Domestic Passenger Flight;

"**Security Deposit**" shall have the meaning as set forth in Clause 7.3;

"**Security Clearance**" shall mean the date on which the Concessionaire receives the security clearances as per Applicable Laws;

"**Selected Bidder**" shall have the meaning as set forth in Recital B

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for the Project and who hold pari passu charge on the assets, rights, title and interests of the Concessionaire;

"**Space Agreement**" means an agreement setting out the terms and conditions in relation to the space/land provided to the Concessionaire, to be executed between the Authority and the Concessionaire for the Airport;

"**Space/Land Rental**" shall have the meaning as set forth in Clause 7.2;

"**Substantial Damage**" means the aircraft sustained damage or structural failure which:

- adversely affected the structural strength, performance or flight characteristics of the aircraft and
- would normally require major repair or replacement of the affected component, except for engine failure or damage, when the damage is limited to the engine, its cowlings or accessories; or for damage limited to propellers, wing tips, antennas, tyre, brakes, fairings, small dents or puncture holes in the aircraft skin;

"**Tax**" or "**Taxes**" shall mean any and all taxes including GST, excise duties, customs duties, value added tax, sales tax, local taxes, cess, duties, charges, fees, deductions or withholdings

and any impost or surcharge of like nature (whether Central, State or local) or any other new taxes introduced by the government (whether Central, State or local) at any time during the Term of this Agreement that are, or that are to be, imposed, levied, collected, withheld or assessed, together with any and all interest, penalties, claims or other liabilities arising under or relating thereto, stamp duty and registration fees;

"**Term**" shall have the meaning ascribed to it under Clause 2.1.1 (i);

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party for terminating this Agreement;

"**Utilities**" means electricity, water, sewerage, data, voice communication and other analogous utilities including provisions of electric charging points for electric vehicles and equipment as may be decided and provided by the Authority to the Concessionaire in accordance with the provisions of this Agreement;

"**Utilities Charges**" shall mean the charges for the usage of electricity, water, sewerage, data, voice communication and other analogous utilities payable by the Concessionaire to the Authority at rates and on terms no less favourable to the Concessionaire than those generally available to similar utility customers receiving substantially equivalent services;

"**Users**" shall mean scheduled and non-scheduled domestic and international airlines, general aviation, scheduled and non-scheduled cargo aircraft airlines/operators/flight, other airlines/operators/flight and any other agencies which utilize the Ground Handling Services at Airport from the Concessionaire;

1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires,

a. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered hereunder;

b. references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

c. references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

d. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

e. the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;

f. references to "**construction"** or "**building**" include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;

g. references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

h. any reference to any period of time shall mean a reference to that according to Indian Standard Time;

i. any reference to **"hour**" shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;

j. any reference to day shall mean a reference to a calendar day;

k. reference to a "**business day"** shall be construed as a reference to a day (other than a Sunday) on which banks in the State are generally open for business;

l. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
m. any reference to any period commencing **"from**" a specified day or date and "**till"** or **"until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
n. the words importing singular shall include plural and vice versa;
o. references to any gender shall include the other and the neutral gender;
p. "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
q. "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
r. references to the **"winding-up", "dissolution", "insolvency", or "reorganisation"** of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
s. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
t. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
u. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
v. references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to

the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

w. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in 3 (three) copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. Priority of agreements, clauses and schedules

1.4.1. This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

a. this Agreement; and
b. all other agreements and documents forming part hereof or referred to herein,

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2. Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

a. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
b. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
c. between any two Schedules, the Schedule relevant to the issue shall prevail;

d. between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
e. between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
f. between any value written in numerals and that in words, the latter shall prevail.

2. GRANT OF CONCESSION

2.1. Grant of Concession

2.1.1 (i) The Authority hereby grants the Concession for a duration of 10 (ten) years from the COD subject to an extension by a year at the sole discretion of the Authority provided that the Concessionaire has not been in any material default of any provisions of the Agreement, unless terminated earlier in accordance with this Agreement ("**Term**"), the non-exclusive right to provide the Ground Handling Facilities and Services ("**Concession**") at the Airport, to levy and collect charges from the Users, subject to and in accordance with the provision of this Agreement and the Concessionaire hereby accepts the Concession granted to it by the Authority.

(ii) The Concessionaire shall operate and implement the Concession for the entire Term of this Agreement, failing which the Concessionaire shall be liable to be debarred for a minimum period of 2 (two) years (or any other period as may be specified by the Authority) from participating in any bidding process of the Authority and the full amount of Security Deposit shall be forfeited. Provided that the Concessionaire shall be liable to be debarred under this provision only if the Concessionaire is in breach of any of the conditions mentioned in Clause 13.2.1 (iii), (iv), (vi), (vii), (ix), (xii), (xiii) and (xiv).

2.1.2 In the event, the Airport is non-operational during the Term of this Agreement, for a continuous period of 12 (twelve) months, the Concessionaire shall not be liable to pay Premium to the Authority until the Airport becomes operational except for the Utilities Charges, as may be applicable. Provided that in the event the Airport continues to be non-operational for a continuous period of 12 (twelve) months or more during the Term of this Agreement, the Authority may forthwith suspend this Agreement.

2.1.3 In the event, the Airport becomes operational after such suspension, the Authority may issue a written notice to the Concessionaire for commencing Ground Handling Services at the Airport in accordance with the provisions of this Agreement.

2.1.4 Subject to Clause 2.1.3, in the event the Concessionaire fails to commence Ground Handling Services within 90 (ninety) days of the issue of such notice by the Authority under Clause 2.1.3, the Authority shall have the right to appoint any other ground handling agency at the Airport. For the avoidance of doubt, no claim(s) shall arise against the Authority for any reason whatsoever in the event of such non-operationalization of the Airport or subsequent termination thereof.

The Concessionaire shall develop the ground handling business with the Users at its own cost at the Airport. The Users shall have the liberty to select any of the service provider authorized by the Authority for providing Ground Handling Services. The

Authority will not be responsible in any way whatsoever for development of the ground handling business and shall not entertain any claim for rebate on the quoted Minimum Annual Guarantee for the first year or Minimum Annual Guarantee for any year or Premium for any year on this account. The Concessionaire shall not be entitled for any rebate in case, any User(s) withdraws its operation from the Airport.

2.2. Scope of Concession

2.2.1 The scope of Concession shall be to, *inter alia*, provide the Ground Handling Facilities and Services in accordance with the provisions of this Agreement and shall specifically include:

i. the right to provide the Ground Handling Services during the Term and collect the charges for the Ground Handling Services in accordance with ~~Article~~ Clause 7;

ii. subject to Clause 3, the right to occupy and use the Ground Handling Facilities Site from the Commencement Date until the expiry of the Term or earlier termination of this Agreement and, subject to the terms of this Agreement, for the sole purpose for providing Ground Handling Services at the Airport.

iii. performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Concessionaire under this Agreement.

2.2.2 The Concession is contractual in nature only and does not amount to any lease of or other interest in land, or any building or other structure or facility constructed or to be constructed on, under or over the Ground Handling Facilities Site, other than as provided in Clause 3 hereof.

2.3. Ground Handling Services

2.3.1 The Concessionaire acknowledges that in order to provide the Ground Handling Services to the Users, it is essential to execute an agreement between the Concessionaire and the Users. In case such an agreement has not been executed between the Users and the Concessionaire, the Authority may direct the Concessionaire to enter into Standard Ground Handling Agreement (SGHA) or Ground Handling Agreements on terms and conditions as are reasonably appropriate and the Concessionaire shall comply with such directions of the Authority. Notwithstanding anything contained contrary in this Clause, it shall be the obligation of the Concessionaire to enter into such an agreement with the Users.

2.3.2 The Concessionaire shall be responsible for complying with the requirements of the IATA SGHA and/or other requirements as set out by Authority for provisioning of Ground

Handling Services to the Users.

2.3.3 The Concessionaire shall provide all such other services or deliverables that may be incidental to or part of the Ground Handling Services, which are essential to ensure the completeness of the Ground Handling Services in accordance with this Agreement.

2.3.4 The Concessionaire shall ensure that the delivery of the Ground Handling Services and installation of all or any part of the Ground Handling Equipment shall not adversely affect the operational efficiency, safety and security of the Airport.

2.3.5 The Concessionaire understands and acknowledges that this Agreement is a continuing agreement. The Authority may request the Concessionaire to ramp up the Ground Handling Services to the extent as may be required for the smooth functioning of the Airport. The Concessionaire shall comply with such request of the Authority and ensure that the ramping up of the Ground Handling Services and Facilities is done within a 120 (one hundred twenty) days of such request by the Authority. The Concessionaire agrees and undertakes that all costs for such ramp up shall be borne by the Concessionaire.

2.3.6 The Concessionaire acknowledges that it is essential that it cooperates fully and in every reasonable way with the Authority's airport contractors and all other entities providing services at the Airport, including the police and customs authorities, the fire services, emergency services (collectively referred to as "**Airport Operation Entities**") to ensure that the Airport functions seamlessly and without impacting its operational efficiency. The Concessionaire undertakes and agrees to provide such cooperation to Authority, airport contractors and Airport Operation Entities, as may be required, to ensure optimal operational efficiency of the Airport and shall comply with all reasonable requests and directions of Authority in this regard.

2.3.7 The Concessionaire shall follow all the rules and regulations concerning the safety and security of the airport as specified and reviewed from time to time by Bureau of Civil Aviation Security (BCAS), Directorate General of Civil Aviation (DGCA), Airports Authority of India (AAI) and any other statutory authority.

2.3.8 The Concessionaire shall not use the airport premises for any other purpose whatsoever other than providing Ground Handling Services and Facilities as per the Concession Agreement.

2.4. Non-exclusivity

2.4.1 The grant of Concession under this Agreement shall be on a non-exclusive basis. The Authority reserves the right to grant the Concession for the provision of Ground Handling Services to a new ground handling agency on such terms and conditions as the Authority may deem fit and appropriate, at any time including on occurrence but not limited to one or more of the following:

i. the Concessionaire fails to either procure or maintain the Applicable Permits during the Term of this Agreement as set out in Clause 10.4 and fails to cure such breach within a period of 45 (Forty-Five) days; or
ii. at any time, upon issuance of Termination Notice under this Agreement.
iii. Failure of Concessionaire to maintain Minimum Quality Standards
iv. Any notification/policy by GoI.

2.4.2 Notwithstanding anything contained herein, the Parties further agree and acknowledge that the Authority shall have the right at all times to perform the services in relation to ground handling activities, either itself or through its subsidiaries or joint venture. No rebate shall be allowed to the Concessionaire on account of the rights of the Authority under this clause 2.4.2.

3. Ground Handling Facilities

3.1 The Ground Handling Facilities Site shall be provided by the Authority to the Concessionaire on a license basis, on "*as is where is*" condition in accordance with the Space / Land Agreement for providing the Ground Handling Services without creating any tenancy rights or any other rights, title or interest of any kind or nature whatsoever in favour of the Concessionaire during the Term of this Agreement. For the avoidance of doubt, the title and ownership of the Ground Handling Facilities Site shall at all times vest with the Authority.

3.2 The Authority acknowledges and agrees that the space / land allotted to the Concessionaire in relation to the Ground Handling Facilities Site under the Space/Land Agreement shall be valid only during the subsistence of this Agreement and shall be co-terminus with this Agreement.

3.3 The Concessionaire agrees and undertakes that the Ground Handling Facilities Site shall be used for the purpose of providing the Ground Handling Services only at the Airport. For the avoidance of doubt, the Authority cannot guarantee that all space requirements of the Concessionaire can be accommodated at the Airport except equipment parking area.

The Concessionaire agrees and undertakes to neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Ground Handling Facilities nor transfer, sub-license, lease or part possession thereof, save and except as expressly permitted by this Agreement.

3.4 Possession and access of Ground Handling Facilities Site

Subject to the provisions of this Agreement, the Authority shall make best effort to provide possession of Ground Handling Facilities Site to the Concessionaire within 15 days ("**Commencement Date**") from the Effective Date. In case there is a delay in the provision of Ground Handling Facilities Site on account of the Authority, the delay period beyond the said 15 days from Effective Date shall be added to the period provided for COD under clause 3.6. Upon receiving the possession and access to the Ground Handling Facilities Site, the Concessionaire shall organize the Ground Handling Facilities Site with regard to safety precautions, fire protection, security, transportation, delivery of goods and equipment, maintenance of competent personnel, labour and industrial relations and general site services including, without limitation, access to and on the Ground Handling Facilities Site and the restriction of access to the Ground Handling Facilities Site to Authorised Persons only.

3.5 Authority's Representative and Certificate of Operational Readiness

3.5.1 During the Commissioning Period of the Ground Handling Facilities, the Authority shall

appoint a representative preferably the Airport Director of the [*Airport*] himself or any other person authorized by him from time to time ("**Authority's Representative**") for verifying the compliance(s) by the Concessionaire of the commissioning requirements and in order to ensure that the Ground Handling Facilities conform to the requirements of this Agreement. Subject to the conditions prescribed in Clause 7.5.2, the Authority's Representative shall upon successful commissioning of the Ground Handling Facilities provide the Concessionaire with a certificate of successful commissioning ("**Certificate of Operational Readiness**"), provided that the Concessionaire has to secure this Certificate of Operational Readiness within 3 (three) months of the Commencement Date.

3.5.2 The appointment of the Authority's Representative shall not relieve the Concessionaire from any of its duties and obligations under this Agreement, in particular, from complying with the relevant requirements and standards and specifications as applicable or laid down from time to time.

3.5.3 During the contract period, all sort of correspondence shall be made by the Concessionaire Authorised Representative to the "**Authority's Representative"** designated by the Authority and vice versa. All correspondence should have the reference of Agreement, name of Concession, Concession number and date along with the relevant clause of the agreement under which the correspondence is made to either of the parties.

3.6 COD

3.6.1 The COD shall be the date on which the Certificate of Operational Readiness has been issued by the Authority to the Concessionaire in line with the provisions of Clause 3.5.1. provided that such date shall be adjusted as per the provisions of Clause 3.4., and any other conditions as described in this clause 3.6.1. The Authority shall be required to respond in writing within 7 (seven) days of submission of the application for Certificate of Operational Readiness by the Concessionaire. However, if the Concessionaire is not able to achieve COD within the specified time frame as per Clause 3.5.1, Authority can further extend the period by 2 months or any period as approved by the Authority provided default or delay is attributable to third party/parties or due to the delay attributed to the Authority or Force Majeure. If COD does not occur within the timeframe specified as per clause 3.5.1 or the extension provided by the Authority on account of default or delay attributable to third party/parties, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Security Deposit for delay of each day until COD is achieved. The decision of Authority in this matter would be final.

3.6.2 On development of new terminals by the Authority, the Concessionaire shall ensure that the commissioning of the Ground Handling Facilities is completed in a timely and proper manner within the time period specified by the Authority provided that such date shall be

adjusted by reference to any delays arising due to or as a result of an event of Force Majeure.

3.7 Additional Space/Land

In the event, the Concessionaire requires any space/land in addition to the Ground Handling Facilities Site for providing Ground Handling Services at the Airport, the Authority may provide such additional space/land on terms and conditions that are generally consistent with the terms and conditions applicable to its other service providers at the Airport. For the avoidance of doubt, the Concessionaire agrees and acknowledges that Authority cannot assure the Concessionaire that all its space/land requirements at the Airport can be met.

3.8 Cleanliness and removal of debris and other waste(s)

3.8.1 The Concessionaire shall ensure that all debris, unused construction material and other waste(s), at all times and from time to time, shall be disposed at a space designated by the Authority. In addition, the Concessionaire shall ensure that the cleanliness is maintained in and around the Ground Handling Facilities Site, so as to avoid the presence of birds and animals which may interfere with the operation and safety of the Airport.

3.8.2 The Concessionaire agrees and undertakes to maintain cleanliness and hygiene at the Airport in the manner as may be specified by the Authority from time to time.

3.9 Return of Ground Handling Facilities Site

The Concessionaire agrees and undertakes to transfer the Ground Handling Facilities Site in the same condition that was provided by the Authority to the Concessionaire as on the Commencement Date, normal wear and tear excluded, free of cost without any Encumbrance(s), to the Authority upon completion of the Term of this Agreement or termination of this Agreement in accordance with Clause 13, whichever is earlier.

4. OPERATION AND MAINTENANCE OF THE GROUND HANDLING FACILITIES AND OTHER OBLIGATIONS OF THE CONCESSIONAIRE

4.1 Ground Handling Equipment

4.1.1 The Concessionaire shall at its own cost or on lease, procure and maintain all the Ground Handling Equipment and Ground Handling Facilities in accordance with the Minimum Quality Standards, in order to ensure the timely provision of the Ground Handling Services during the Term of this Agreement.

4.1.2 The Concessionaire shall ensure the procurement and provision of all the Ground Handling Equipment (which shall be electric battery or CNG fuel powered as per environment policy, adopted by the Authority from time to time, to ensure environment friendly operations and energy conservation) required for the timely provision of the Ground Handling Services. Provided however, that the Concessionaire shall have the option of employing equipment using any other fuel source if such equipment is not available in electric or CNG fuel variant. Provided further that the Concessionaire will not be under the obligation of employing equipment using electric or CNG fuel only, if electrical charging points and/or CNG fuel is not available in the city where Airport is located. The Ground Handling Equipment shall include the equipment as per list set forth in Schedule VII. The said Ground Handling Equipment to be inducted at any point of time at the Airport shall not have age more than 02 (Two) years and should meet IATA AHM specifications (as currently applicable), as amended from time to time. The Concessionaire shall submit (at the time of induction of the respective Ground Handling Equipment), the details of Ground Handling Equipment deployed along with the quantity and age of the Ground Handling Equipment with approximate value and the depreciation schedule for each Ground Handling Equipment. The Parties agree that the age of the equipment shall be reckoned from the date of manufacture of the respective Ground Handling Equipment.

In addition, each Ground Handling Equipment at the time of its commissioning and during its use for the Term of this Agreement shall carry a valid certificate issued by the manufacturer/applicable accrediting agency, to the effect that the respective Ground Handling Equipment is compliant with the following IATA AHM specifications, as amended from time to time:

i. IATA AHM specification requirements of general, including safety (AHM 910 till 918);
ii. noise and emission levels as per latest EU requirements for the airport equipment; and
iii. specific AHM requirements of each equipment type.

4.1.3 The Concessionaire shall set up a world class ground transportation facility of passengers and crew by IATA specified AHM standards of buses and their efficient deployment to maintain highest level of safety standards in the provision of the Ground Handling Services. Being environmentally friendly by use of only CNG/Electrical buses at the Airport, and as

per Government/NGT regulations/requirements.

4.1.4 All vehicles of the Concessionaire i.e. passenger tarmac buses, crew vehicles etc. shall have a colour scheme, size, style, logo, location of logo etc. as approved by the Authority.

4.2 Security and Safety of the Ground Handling Facilities

The Concessionaire agrees and undertakes to be responsible for the security and safety of the Ground Handling Facilities and the existing infrastructure at the Airport. The Concessionaire shall include all the measures as part of the security system and safety measures at the Ground Handling Facilities, in accordance with the Applicable Laws. These security and safety measures shall be, from time to time, reviewed by Authority, as it deems fit. In case there are certain observations of the Authority on the security systems and/or safety measures at the Ground Handling Facilities, the same shall be communicated to the Concessionaire by the Authority, in writing, and the Concessionaire shall rectify the same within 15 (fifteen) days' time of the receipt of such notification from the Authority. Failure to do so may result in the Authority levying a penalty equivalent to deduction of 0.1% of Security Deposit per day of delay for the next 15 (fifteen) days. If the Concessionaire fails to address Authority's observations, to the satisfaction of the Authority, beyond the extended time lines as per this clause, the same shall be treated as Concessionaire's Event of Default. The decision of the Authority shall be final in respect to the provisions of this clause.

4.3 Transition Period

4.3.1 The Concessionaire shall be responsible for coordinating with the current ground handling operators at the Airport in order to ensure smooth provisioning of the Ground Handling Services at the Airport. The Concessionaire shall no later than 7 (seven) days from the Effective Date meet with the existing ground handling service providers at the Airport and prepare a plan for providing Ground Handling Services at the Airport which shall, *inter-alia,* include timelines for training of employees, induction of staff and the Ground Handling Equipment and details of Users not being transitioned to the Concessionaire and whether it is in discussions with such Users. The Concessionaire agrees and undertakes to submit such plan to the Authority on or before the Commencement Date. The Authority shall provide reasonable assistance to the Concessionaire in coordinating with the current ground handling operators.

4.3.2 The Concessionaire shall at all time liaise, consult and co-operate with the other ground handling operators at the Airport for timely and proper performance of the Ground Handling Services at the Airport and shall offer such support as may be necessary for such purposes. The Concessionaire agrees and undertakes to comply with any directions/instructions issued by the Authority with respect to providing assistance to any

other ground handling operator at the Airport whether in the form of sharing Ground Handling Facilities or deploying its staff personnel for providing ground handling services on behalf of the other ground handling operator at the Airport.

4.3.3 The Concessionaire further undertakes to cooperate with the transitioning of the Ground Handling Services post expiry of the Term of this Agreement or termination of this Agreement in accordance with Clause 13, whichever is earlier, as may be required for smooth and efficient operation of the Airport.

4.4 Management of the Ground Handling Facilities

The Concessionaire shall, in accordance with Good Industry Practice, Applicable Law and in accordance with the provisions of this Agreement:

(i) manage and operate the Ground Handling Facilities and carry out the Ground Handling Services in a competitive, efficient and economic manner as a commercial undertaking;

(ii) take proper account of the reasonable requirements of Users of the Ground Handling Facilities and the Ground Handling Services.

(iii) Shall not store gasoline, petrol, oil or any other combustible or hazardous material or any explosive substance at the place/premises to be used for providing Ground Handling Services nor shall allow entry of any lorries or vehicles containing such material except after obtaining prior permission, in writing, from the Authority and also such permissions, as may be required under the law and relevant rules and regulations from the concerned authorities/ Government Departments. Further, the Concessionaire shall comply with all directions in that behalf as may be laid down by the Chief Inspector of Explosives in India or by any other authority empowered in that behalf.

(iv) shall observe, perform and comply with all provisions and requirements of the Shops & Establishment Act, Factories Act, Industrial Disputes Act and all other Applicable Laws in respect of or relating to the said ground handling functions and business to be carried on by the Concessionaire in or upon the airport premises.

4.5 Utilities

4.5.1 The Authority shall endeavor to make available the Utilities up to the Ground Handling Facilities Site, as may be required for providing the Ground Handling Services. The Concessionaire agrees that it shall use the Utilities made available by the Authority and shall pay the Authority for such Utilities for the performance of its obligations for providing Ground Handling Services. The Concessionaire agrees and undertakes not to engage any external service provider for the provision of Utilities without the prior approval of the Authority.

4.5.2 The Concessionaire agrees and acknowledges that the Authority cannot ensure the

continuous and uninterrupted provision of the Utilities and any loss, direct or consequential, on account of non-provision of Utilities will remain that of the Concessionaire.

4.5.3 The Concessionaire shall be responsible for, and promptly pay to the Authority, all expenses incurred by it, at the prevailing rate, in respect of the operation of the Ground Handling Facilities including, without limitation, in respect of Tax, insurance and the provision of Utilities to or at the Ground Handling Facilities Site.

4.5.4 Deleted

4.6 Emergency Suspension and Step in

4.6.1 In the event of unforeseen situations of Emergency, the Authority shall have the right to suspend the Concessionaire's rights to perform the Ground Handling Services by written notice to the Concessionaire and shall set out the arrangements to be implemented during the suspension period. During the period of such suspension, the Concessionaire shall be excused from the performance of its obligations herein.

4.6.2 The Authority shall have the right, at any time after such suspension, to step in and take over the Ground Handling Facilities and/or provide Ground Handling Services, by written notice to the Concessionaire, for a period until the continuance of the suspension in whole or in part.

4.6.3 The Concessionaire shall not be entitled to any compensation, damages or other rights in respect of any such suspension.

4.7 Peaceful Use and Occupation

4.7.1 Except as otherwise provided in this Agreement and / or except in the case of Emergency and/or as provided in any law during the subsistence of this Agreement, the Authority shall not intervene in or interrupt the operation and maintenance of the Ground Handling Facilities and carrying out the Ground Handling Services.

4.7.2 The Concessionaire shall extend its support to all the emergency mock exercises that are mandated by DGCA, BCAS, any statutory body or Authority and any cost incurred for such mock exercise(s) shall be solely borne by the Concessionaire.

4.8 Handling of passengers with special needs

4.8.1 The Concessionaire agrees and acknowledges that the services at the Airport including the

Ground Handling Services are of a paramount importance to the Airport and further that, the Authority gives special importance to handling of passengers needing special assistance, including person with reduced mobility, elderly, and unaccompanied minor passengers. The Concessionaire undertakes to provide and set up a team/cell of specially trained personnel and provide adequate equipment units to such passengers in accordance with the Good Industry Practice and Applicable Law.

4.9 Security and Safety related to Ground Handling Services

4.9.1 In the provision of the Ground Handling Services, due regard shall be paid to safety, security, local and international regulations, applicable IATA, ICAO, DGCA, BCAS regulations and/or any other governing rules, regulations and procedures so that delays and damage to the aircraft and any inconvenience to the passengers or Users are avoided.

4.9.2 Not-withstanding anything contrary to the Clause 4.2, the Concessionaire shall be responsible for the system maintenance and safety of the Ground Handling Facilities.

4.9.3 The Concessionaire shall at all times be prepared for all emergencies and at all times procure the requisite approvals from the 'Airport Rescue and Fire Fighting Services' and maintain necessary firefighting and fire protection systems and fire safety measures at their Ground Handling Facilities, in accordance with the Applicable Laws.

4.9.4 These security and safety measures shall be, from time to time, reviewed by Authority, as it deems fit. In case there are certain observations of the Authority on the security systems and/or safety measures adopted by the Concessionaire in its' provision of Ground Handling Services, the same shall be communicated to the Concessionaire by the Authority, in writing, and the Concessionaire shall rectify the same within 15 (fifteen) days' time of the receipt of such notification from the Authority. Failure to do so may result in the Authority levying a penalty equivalent to deduction of 0.1% of Security Deposit per day of delay for the next 15 (fifteen) days. If the Concessionaire fails to address Authority's observations, to the satisfaction of the Authority, beyond the extended time lines as per this clause, the same shall be treated as Concessionaire's Event of Default. The decision of the Authority shall be final in respect to the provisions of this clause.

4.10 Operation

Subject to installing appropriate facilities and compliance with all Applicable Law and standards including environmental laws, the Concessionaire shall be entitled to operate the Ground Handling Facilities, use and occupy Ground Handling Facilities Site and provide Ground Handling Services at any time during the operational hours of the Airport or as required by the Authority or the User(s), as the case may be;

4.11 Sole purpose of the Concessionaire

Unless expressly permitted by the Authority, the Concessionaire agrees and undertakes to not indulge in any activity not defined in the scope of this Agreement under clause 2.2.

4.12 Contracts

The Concessionaire agrees and undertakes to submit all ground handling contract(s) entered by and between it and the Users for the provisioning of the Ground Handling Services at the Airport within a period of 15 (fifteen) days of execution of such ground handling contracts.

Further, in all the contracts, the Concessionaire hereby agrees to compulsorily mandate the User(s) to make the payments of their dues to the Exclusive bank Account opened at the respective city where airports are located.

The Authority reserves its right to undertake periodical audit of services provided by the Concessionaire to any of its Users. The Concessionaire shall intimate the Authority about the commencement or termination of Concessionaire's contract with any of its' Users 7(seven) days prior to such occurrence. Failure to do so may result in Concessionaire's Event of Default. The decision of the Authority under this clause shall be final.

For avoidance of doubt, it is hereby clarified that the Concessionaire shall not sub-license or create any subsidiaries or joint venture companies to deliver any of its obligations under this agreement, save and except with the prior written confirmation of the Authority.

4.13 Access to the Ground Handling Facilities Site

4.13.1. The Authority shall have for itself and its employees and all others authorized by it, the following rights:

(a) the right of access to the Ground Handling Facilities Site for monitoring the performance by the Concessionaire of its obligations under the Agreement;

(b) the right on reasonable notice (except in case of Emergency when no such notice shall be required) to perform any kind of work (including, without limitation, laying, altering, maintaining, repairing and/or replacing any sewers, pipes, cables and other items) in, under or over the Ground Handling Facilities Site; and

(c) the right to enter the Ground Handling Facilities Site or any premises, by its

authorised representatives (including internal or external auditors), to undertake fire and safety audit or statutory audit or for any other purpose as the Authority deems necessary.

4.1.3.2. GoI and/or GoST, through the Authority, shall have for itself and its' employees and other persons authorized by it, the right to such access to the Ground Handling Facilities Site as may be required for any work to be undertaken at the Airport.

5. SKILLED PERSONNEL

5.1 Ground Handling Employees

5.1.1 The Concessionaire shall ensure that the Ground Handling Services at the Airport are carried out by trained and competent personnel as may be required for the performance of its obligations under the Concession Agreement.

5.1.2 The Concessionaire agrees and undertakes to furnish a report to the Authority, which shall include the below mentioned details of its employees/ personnel engaged in provisioning of Ground Handling Services at the Airport:

(a) Name;
(b) Permanent Address;
(c) Correspondence Address:
(d) Specimen signatures or thumb impressions and photographs;
(e) Copy of Aadhar/ Passport;
(f) Past work experience;
(g) Police verification/ security clearance.

In addition, for each of the above employees and personnel engaged, the Concessionaire shall submit an undertaking that all such employees are under the payroll of the Concessionaire. Further, the Concessionaire shall also submit the details of the provident fund account number and yearly returns filed by the Concessionaire for such employees and personnel engaged. The Authority reserves its right to audit such details at any time and frequency as it may deem appropriate.

5.1.3 The Concessionaire further agrees and undertakes to comply with all Applicable Laws in relation to any personnel engaged by it for provisioning of Ground Handling Service at the Airport.

5.1.4 The Concessionaire shall ensure that the Ground Handling Services and ground handling operations are carried out with minimal disruption at the terminal(s), airside and city side areas.

5.1.5 All employees should be in uniform with the logo of the Concessionaire/Users.

5.2 Employment of Foreign nationals

The Concessionaire acknowledges, agrees and undertakes that the employment of foreign personnel by the Concessionaire and/ or its contractors and their subcontractors, if any, shall be subject to grant of requisite regulatory permits and approvals including but not limited to employment/ residential visa(s) and work permit(s), as may be applicable, and the obligation to apply for and obtain the Airport

entry permit(s) shall at all times vest with the Concessionaire. It is clarified that the inability to procure such permit(s) and approval(s) by the Concessionaire shall not constitute a Force Majeure event and does not excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.3 Employment of trained personnel

The Concessionaire shall ensure that the setting up of Ground Handling Facilities Site and provision of Ground Handling Services at the Airport are at all times, carried out by trained and skilled personnel only. The Concessionaire will arrange to provide adequate training as well as certification from institutes accredited by IATA or National Skill Development Corporation (NSDC) or any equivalent Central / State government body for operations of Ground Handling Equipment, practices/procedures of highest safety for provision of the Ground Handling Services, as well as other statutory requirements under the Applicable Law. No untrained staff shall be deployed for any activity of skilled, semi-skilled or unskilled nature by the Concessionaire. The Concessionaire shall comply with the Applicable Laws with respect to its employees and staff engaged by the Concessionaire at the Airport.

5.4 Engagement of Labour

5.4.1 The Concessionaire shall make its own arrangements for all labour, local and otherwise, skilled, and semi-skilled as may be required for the proper and timely execution of the Ground Handling Facilities and provisioning of Ground Handling Services and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws relating to the employment of workmen or any subsequent modification or re-enactment thereof.

5.4.2 Authority under no circumstances shall be treated as principal employer of employees of Concessionaire. Without prejudice to any other provisions of this Agreement, the Concessionaire shall at all times hold harmless and indemnify the Authority from and against all claims, liabilities, expenses, costs and losses suffered or incurred by Authority which may arise out of or in connection with the employment of labour for the execution of the obligations under this Agreement.

5.5 Removal of Concessionaire's employee(s)

5.5.1 Subject to Clause 5.2, the Concessionaire acknowledges that any contract for foreign manpower shall be subject to the political sensitivities of GoI and the Concessionaire shall not enter into any such arrangements without the prior written consent of the

Authority. In case the Authority has any reasonable objections to the engagement of an employee by the Concessionaire, the Authority shall consult with the Concessionaire and require the Concessionaire to immediately remove from the Ground Handling Facilities Site, at the Concessionaire's sole cost and expense, any person employed by the Concessionaire in relation to the Ground Handling Services and such person shall not be employed again by the Concessionaire without the prior written permission of the Authority. Any person so removed from the Ground Handling Facilities Site shall, unless the Authority specifies otherwise, be replaced, at the Concessionaire's expense, as soon as possible, by a competent substitute approved by the Authority.

6. MONITORING OF QUALITY STANDARDS

6.1 Minimum Quality Standard

6.1.1 Notwithstanding anything to the contrary contained herein, the Concessionaire will be responsible for adhering to the minimum quality standards ("**Minimum Quality Standard**"), as may be specified by the Authority, from time to time, for ensuring the overall quality of the Airport. For the avoidance of doubt, the Concessionaire cannot enter a service level agreement for providing Ground Handling Services, at a quality standard lower than Minimum Quality Standard. Not-withstanding anything contrary to the provisions of this clause, the Users shall have the flexibility to define their own service levels based on the needs of its customers, in accordance with Applicable Laws. The extant Minimum Quality Standard are set out in Schedule I of this Agreement.

6.1.2 In addition to the Minimum Quality Standard, the Concessionaire shall also, at times, comply with the Airside Safety Regulations, as may be specified by the Authority, from time to time.

6.1.3 The Authority has the right to revise the Minimum Quality Standard, from time to time, and it is the sole responsibility of the Concessionaire to ensure that it complies with the updated Minimum Quality Standard and policy/regulations, at all times, during the subsistence of this Agreement.

6.2 Quality Standards

6.2.1 The Concessionaire is primarily responsible for the provision of the Ground Handling Services at the Airport and shall conform to the Applicable Laws and at all times work to further improve the Ground Handling Facilities, the Ground Handling Services and the standards thereof on a continuing basis during the Term of this Agreement.

6.2.2 The quality standards of the Ground Handling Services sought to be provided by the Concessionaire at the Airport will primarily be governed on the basis of the service level agreements between the Users and the Concessionaire and the Users shall have the flexibility to define their own service levels based on the needs, provided that such service levels are:

(a) not in any way inferior to the Minimum Quality Standard as per the provisions of clause 6.1.1

(b) in conformity with IATA, ICAO, DGCA or any other relevant agency's requirements and standards;

(c) in conformity with the Airside Safety Regulations and any other policy/ regulation as may be notified by Authority; and

For the avoidance of doubt, it is clarified that the duration of the service level agreements entered into by the Concessionaire with Users shall not exceed the Term of this Agreement.

6.3 Monitoring of Quality Standards

6.3.1 The Parties agree that during the Term of this Agreement, the operation and maintenance of the Ground Handling Facilities and the provision of the Ground Handling Services shall be monitored by the Authority. The Parties agree and acknowledge that the Authority, shall have the right to appoint an auditor to carry out semi-annual reviews of the performance of the Concessionaire. The cost of such audits will be borne by the Authority.

6.3.2 DELETED

6.3.3 It will be mandatory for the Concessionaire to report the cases of accidents or near-miss incidents/ accidents on the ground, for review of activities/targets in this area of work by the Authority to ensure that Concessionaire is in compliance with the Minimum Quality Standard.

6.3.4 The Concessionaire agrees and undertakes that:

(a) In the event, the Concessionaire fails to achieve the Minimum Quality Standard, in any manner whatsoever, for providing Ground Handling Services, then the Authority shall notify the Concessionaire about the results of the audit and indicate the areas of any short fall.

(b) The Concessionaire shall, after the Authority notifies the Concessionaire, about the failure to meet the Minimum Quality Standard:

(i) immediately meet the Authority in order to finalize a mutually agreeable plan ("**Improvement Plan**") to remedy the cause for such shortfall in its service level so as to meet the Minimum Quality Standard; and

(ii) within 14 (fourteen) days of the notification by the Authority about the failure to meet the Minimum Quality Standards, implement the Improvement Plan.

(iii) After 90 (ninety) days from the date of submission of the Improvement Plan, the Authority shall conduct a second audit. In the event, the Concessionaire fails to achieve the Minimum Quality Standard in this second audit, the Authority shall impose Damages at the rate of 1% of the total revenue from User Fee in the respective quarter for every shortfall of 10% in any single performance indicator specified in this Article 6 and Schedule I provided, however, that where the shortfall cannot be quantified, the Damages shall be determined at the rate of

2% of the total revenue from the User Fee for the relevant quarter; provided further that the Authority may fully or partially waive its right to impose Damages, in part or full, if it is satisfied that the Concessionaire has been carrying outs its obligations diligently and efficiently and that the shortfall to be waived was on account of reasons beyond the control of the Concessionaire.

(iv) The Authority shall conduct a final round of audit post 60 days from the second round of audit. In the event, the Concessionaire fails to achieve the Minimum Quality Standard in this final round of audit, the entire security deposit shall be forfeited, and such event shall constitute Concessionaire's Event of Default.

7. PAYMENT OF PREMIUM, USER FEE AND SECURITY DEPOSIT

7.1 Premium

7.1.1 The Concessionaire is required to calculate the Revenue Share as:

- 5% of the Actual Gross Revenue from Scheduled Domestic Passenger Flight(s)
- 15% of the Actual Gross Revenue from Users other than Scheduled Domestic Passenger Flight(s) and RCS Flight(s)
- 0% for RCS Flight(s)

Revenue share for RCS flights will be revised to applicable rates for respective categories of Users as mentioned in Clause 7.1.1 in case the flights are no longer covered under the Regional Connectivity Scheme.

7.1.2 Every year, the Concessionaire shall pay Premium which is maximum of MAG or the Revenue Share calculated as per Clause 7.1.1. **MAG will be escalated at 20% on completion of every five years.**

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

7.1.3 For the purpose of billing, MAG for the subsequent years, will be divided by twelve to arrive at Minimum Monthly Guarantee ("**MMG**"). Likewise, Monthly Revenue Share shall be the revenue share calculated every month by applying respective revenue share percentages as per Clause 7.1.1 on monthly revenue earned by the Concessionaire. On the date of the COD, the Concessionaire shall pay MMG to the Authority. By 5th day of every month following the month of COD, Concessionaire shall pay the MMG to the Authority. If the Concessionaire fails to pay MMG as aforesaid, the Concessionaire shall be liable to pay interest at a rate of 12% per annum calculated for each day of delay, as per AAI Credit Policy, without prejudice to Authority's other rights and remedies. Reconciliation of cumulative MMG and Monthly Revenue Share for three months in a quarter shall be undertaken by the 5th day of the next month of the subsequent quarter. Concessionaire would be required to pay the cumulative difference for the quarter, if any to the Authority by 15th day of the next month of the subsequent quarter. If the Concessionaire fails to pay the reconciled amount as aforesaid, the Concessionaire shall be liable to pay interest at a rate of 12% per annum calculated for each day of delay, as per AAI Credit Policy, without prejudice to Authority's other rights and remedies. Any delay in payment of MMG or the cumulative difference between MMG and Monthly Revenue Share for any quarter beyond a period of three months from the due date of such respective payments, shall constitute a Concessionaire Event of Default.

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

Note: If the Concessionaire fails to pay MMG on time, then the entire amount of outstanding dues including interest shall be adjusted from Security Deposits available with AAI, and agency will be advised to recoup the amount recovered from the Security Deposit.

7.1.4 Every 5th day of each month, Concessionaire shall provide information of the previous month to the Authority as per the format set out in Schedule V of this Agreement which covers but not limited to:

- details of flights (load sheet) handled by the Concessionaire, including the number of passengers, cargo on board, aircraft type details etc.
- details of the Actual Gross Revenue per air craft handled
  other details as per the request of the Authority.

7.1.5 The Authority may, in order to satisfy itself that the Concessionaire is reporting its Actual Gross Revenue honestly and faithfully, depute its representatives to the Airport, and undertake such other measures and actions as it may deem necessary including cross verification of all the contracts undertaken between the Concessionaire and the User(s), to ascertain the actual services rendered of the Concessionaire. The Authority may call upon any data, information, log, sheet, document or statement, as it may deem fit and necessary for the purposes of the determination of the flights/aircrafts handled by the Concessionaire.

7.1.6 It is hereby clarified that in the event of any Dispute, the Concessionaire would be liable to pay all its dues to the Authority, even if these dues are under Dispute and are handled as per the provisions of Clause 15. In the event, the Dispute is settled in favour of the Concessionaire, the Authority shall refund any disputed dues as per the decision of the Mediation policy, without any additional interest or penalties.

7.2 Space/Land Rental

7.2.1 The Concessionaire shall execute a separate Space and Land Agreement with Airport Director, Shillong Airport as per instructions/rates issued by respective directorates from time to time. The rates for Space rent (A/C & Non-A/c) and Land rates (Paved) provided in RFP are indicative and subject to change as per the policy for respective airport from time to time.

7.2.2 The Concessionaire confirms, agrees and acknowledges that any difference(s) or dispute(s) between the Parties, arising out of or in connection with the Space and Land Agreement shall be governed and settled solely by the terms of the Space and Land

Agreement.

7.3 Security Deposit

The Concessionaire shall provide Bank Guarantee (as per SCHEDULE- X), for the performance of its obligations hereunder, provide to the Authority within 45 (forty five days) from the date of issue of the LOIA or signing of this Agreement whichever is earlier (on the request of SP, the Authority in its sole discretion with justified reason for extension, may provide one-time extension of additional 45 days to the SP to submit the Performance Security) an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 10 (Ten) Months of the Minimum Annual Guarantee (MAG) quoted by the Selected Bidder as part of the bid. The validity of the bank guarantee should be for a period of 18 months from the date of its issue.

The irrevocable, unequivocal and unconditional bank guarantee is to be issued by a scheduled commercial bank (other than cooperative scheduled bank) in India in favour of 'Airports Authority of India' payable at [location of the Airport]. Until such time the Security Deposit is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Security Deposit pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

7.3.1 Notwithstanding anything to the contrary contained in this Agreement, in the event Security Deposit is not provided by the Concessionaire within a period of 45 (forty five) days or extension if any, provided by the authority from the date of the LOIA or signing of this Agreement whichever is earlier, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

7.3.2 On the 15th day from the start of second year and for each subsequent year thereon, the amount of Security Deposit shall be reset to the 10 (Ten) Months of the Premium of the previous year by issuance of an irrevocable, unequivocal and unconditional bank guarantee issued by a scheduled commercial bank (other than cooperative scheduled bank) in India in favour of 'Airports Authority of India' payable at [location of the Airport]. The validity of the bank guarantee should be for a period of 18 months from the date of its issue. Upon submission of this renewed bank guarantee, the bank guarantee for the previous year shall be released, in no case later than 10 (ten)days from the date of written verification of the renewed bank guarantee received from the issuing bank.

7.3.3 The Authority shall be entitled to utilize or appropriate the Security Deposit, at any time,

without prior intimation to the Concessionaire, to make good any amount due and payable under this Agreement and/or an amount equivalent to the cost of making good any damage caused or permitted to be caused to the Authority or to the Ground Handling Facilities Site, by any act or omission of the Concessionaire and/or any loss resulting from a breach by the Concessionaire of any of the terms and conditions under this Agreement. In case of any deduction or utilization or forfeiture of the Security Deposit, the Concessionaire shall replenish the same, within 15 (fifteen) days of such deduction or utilization, by such an amount that the quantum of Security Deposit is restored, failing which, the Authority reserves the right to levy Damages and/or terminate this Agreement in accordance with the provisions set forth in clause 13.

7.3.4 Subject to Clause 13, the Authority will release the Security Deposit after 6 (six) months of the expiry or termination of this Agreement, as the case may be, provided that the Concessionaire is not in breach of any of the provisions of this Agreement.

7.3.5 It is expressly clarified that the Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

7.3.6 Set-Off Clause:- In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust, such amount from time to time to the fullest extent, with prior notice of 07 (Seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

Explanation 1:- For the purposes of this agreement, set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/airport premises.

Explanation 2:- Outstanding dues shall mean and include any amount accrued/due against the licensee under this or any other agreement at any of AAI airport or airport premises.

7.4 Taxes

The Concessionaire agrees and undertakes to pay all applicable Taxes in relation to all payments made by it to the Authority including the Premium, Space rentals, Utilities charges and any other payments or Damages as per the terms of this Agreement, during

the Term of this Agreement.

7.5 User Tariff

7.5.1. The Concessionaire shall have the right to levy and collect tariffs from the Users, for providing the Ground Handling Services at the Airport. For the avoidance of doubt, no claim shall be considered at any time for reimbursement of any expense incurred by the Concessionaire as a result of any misunderstanding in regard to the conditions imposed on the Concessionaire under this Agreement or the conditions prevailing at the Ground Handling Facilities Site or arising from a change in Applicable Law on the provision of the Ground Handling Services.

7.5.2. Within fifteen days of the signing of Concession Agreement, the Concessionaire has to submit tariff application to AERA for its approval to levy the tariffs on the Users. A copy of such tariff application shall also be submitted to the Authority. The Concessionaire shall make reasonable efforts to get the tariffs approved by AERA within three months of the Commencement Date. The Authority shall not issue the Certificate of Operational Readiness unless the Concessionaire has approval from AERA on the tariffs (or ad-hoc tariffs, as the case may be) to be levied on the Users.

7.5.3. The tariff to be levied at the Airport by the Concessionaire should be duly approved by AERA and submitted to Authority in a format set out in Schedule III ("**Ground Handling Tariff**").

7.5.4. For the avoidance of doubt, component of MAG, MAG and/or Premium shall not be considered as a pass-through expenditure for the purpose of determination of tariff under the extant AERA regulatory framework. The pass-through component for tariff determination shall be limited to the Revenue share determined by using the percentages stated in Clause 7.1.1.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants that:

(a) it is duly organized and validly existing under the laws of the country it has been incorporated in, and has full power and authority to execute and perform its obligations under this Agreement and carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) it has the financial standing and capacity to undertake the Concession at the Airport in accordance with the terms of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(f) the information furnished in the Bid by the Selected Bidder and as updated on or before the Effective Date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may

result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(k) {in case the Selected Bidder is a single entity, then the Selected Bidder shall, at all times, hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire during the entire Term of this Agreement.

OR:

It shall ensure the Lead Member shall, at all times, continue to hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire during the Term of this Agreement and the Members other than the Lead Member whose experience has been evaluated for Technical Capacity and Financial Capacity for the purposes of the RFP, at all times, continue to hold more than 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire until the entire Term of this Agreement.}

(l) Not-withstanding anything stated contrary in the sub-clause above, the Concessionaire shall take prior approval of the Authority for any change in the shareholding during the Term of the Agreement;

(m) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to the Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(n) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf,

to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

(o) it shall obtain necessary permission/approval from the Reserve Bank of India for any kind of transaction in foreign currency from the Users for their Ground Handling Services;

(p) all information provided by the {Selected Bidder} in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

(q) all undertakings and obligations of the Concessionaire arising from the Request for Proposal or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

(r) all invoices raised by the Concessionaire to the Users shall be in the format defined provided in Schedule VI.

8.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary under the Applicable Laws to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) DELETED

(c) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in material adverse effect on the ability to perform its obligations under this Agreement;

(d) it has the financial standing and capacity to perform its obligations under the Agreement; and

(e) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

8.3 Authority's additional confirmation and covenants

(a) The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

(i) Upon written request of the Concessionaire, and subject to the Concessionaire complying with the Applicable Laws, provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for the implementation and operation of the Concession;

(ii) Upon written request of the Concessionaire, assist the Concessionaire in obtaining access to all the requisite infrastructure facilities and Utilities, on terms no less favorable to the Concessionaire than those available generally to commercial customers receiving substantially equivalent services;

(iii) Not do or omit any act(s), deed(s) or thing(s) which may in any manner be in violation of the terms of this Agreement; and

(iv) Support cooperate with and facilitate the Concessionaire in the implementation and operation of the Concession in accordance with the terms of this Agreement.

For avoidance of doubt, it is hereby clarified that none of the provisions of this Clause 8.3 shall constitute any binding obligation on the Authority, and that the ultimate responsibility shall always lie with the Concessionaire.

8.4 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

9. EXCLUSIVE BANK ACCOUNT

The concessionaire shall, prior to the COD, open and establish an Exclusive Bank Account with the schedule commercial bank. The Concessionaire shall open Exclusive Bank Account for respective airport and maintain with a Bank, in which all inflows and outflows of cash on account of capital and Capital Receipts and expenditures related to Ground Handling Services of that airport shall be credited and debited, as the case may be. The concessionaire shall not use this account for any other activity or business other than the activities required for performance of GHS concession at that particular airport.

10. MAINTENANCE OF INSURANCE, APPROVALS AND CLEARANCES

10.1. Insurance during Concession Period

The Concessionaire shall at all times, during the Term of this Agreement, arrange and maintain at its own costs, adequate and appropriate insurance and as per IATA AHM or SGHA for the Ground Handling Facilities, other related facilities and liabilities including but not limited to theft and burglary ("**Insurance Cover**"). The Concessionaire shall ensure that each policy taken out pursuant to this Clause 10.1, shall be increased from time to time to such amounts as would be affected in accordance with Good Industry Practice and as may be reasonably required, taking into account, amongst other things, market availability in respect of risks, liabilities and amounts of insurance. The Concessionaire will ensure that it has adequate mandatory third-party insurance at all times to cover the liabilities towards the Users for any physical loss and/or damage to an aircraft or such amount as may be specified by the Authority, from time to time.

10.2. Evidence of Insurance Cover

Within 15 (fifteen) days of obtaining any Insurance Cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of Insurance Cover(s) and premia payment receipts in respect of such insurance. The Concessionaire shall ensure that the Authority is named as the loss payee in all policies of insurances taken by the Concessionaire. The Concessionaire shall from time to time promptly pay any insurance premium due, keep the insurance policies in force and valid. The Concessionaire shall not cancel, modify or allow to expire or lapse any insurances until the expiration of at least 45 (forty-five) days' notice of such cancellation, modification or non- renewal has been provided by the Concessionaire to the Authority. The Concessionaire shall comply with the terms and conditions of the insurances and the procedures for claims notification and administration there under and shall do nothing nor omit to do anything which might render the insurances avoidable.

10.3. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 10 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

10.4. Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waive any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

10.5. Deleted

10.6. Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with the conditions imposed under the insurance policies effected in accordance with the provisions of this Agreement.

11. ACCESS TO THE BOOKS OF ACCOUNTS, AUDIT AND RECORDS

11.1. Access to the books of accounts

11.1.1. The Authority shall have access to the operational data and revenue data of the Concessionaire showing the billings of each User and the rates for the Ground Handling Services charged by the Concessionaire per flight, aircraft type wise and any other data that forms or contributes to the Actual Gross Revenue. Notwithstanding anything contrary in this Agreement, Authority will have the right to reconcile the amount in the Exclusive Bank Account for the revenue share which is payable to the Authority and is charged to the Users as a pass-through cost under the extant AERA regulation. Any discrepancy at the time of reconciliation, shall be considered as Concessionaire event of default.

11.1.2. The Concessionaire shall provide all operational data and revenue data or any other data that forms or contributes to the Actual Gross Revenue, on a monthly basis or on such other intervals as may be directed by the Authority in the format prescribed by the Authority from time to time. The Parties agree and acknowledge that Authority shall have the right to inspect and have access to any data by giving a reasonable prior notice of not less than 24 (twenty-four) hours to the Concessionaire and the Concessionaire shall provide such data to the Authority.

11.1.3. Within 15 (fifteen) days of a written notice by the Authority, the Concessionaire shall provide to the Authority, and its consultants, advisors, representatives and agents full and free access to the originals of and/or as requested, copies of all such information as the Authority may require from time to time.

11.1.4. The Concessionaire shall maintain separate books of account recording its income and expenditure etc. for the Airport in accordance with Applicable Law. The Concessionaire shall provide to the Authority, 2 (two) copies of its detailed annual financial statements including balance sheet, cash flow statements and profit and loss account along with report thereon by its statutory auditors, as soon as reasonably available and in any event, the Concessionaire shall submit the annual audited accounts within 180 (one hundred and eighty) days of the end of the Accounting Year.

11.2. Audit

The Authority may, at its own cost and expense, carry out audits on the Concessionaire in each Accounting Year and shall have the right to appoint an auditor for these purposes. The Concessionaire shall provide all assistance and access to records and data shall be made available to the Authority for conducting audits. The Authority shall ensure that such auditor as appointed by the Authority, shall maintain confidentiality over any information, records and data provided by the Concessionaire.

11.3. Records

Subject to compliance with all Applicable Law, the Concessionaire shall keep full records in respect of the bills, vouchers, invoices and all supporting documents regarding the Concession granted under this Agreement and shall make them available for inspection on reasonable notice and during normal business hours to the Authority for the purpose of verification by the Authority of the Concessionaire's compliance with the terms and conditions hereof and shall furnish copies thereof to the Authority (at Concessionaire's cost) if called for.

12. FORCE MAJEURE

12.1 Force Majeure

12.1.1 As used in the Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of event, as defined in Clause 12.1.2, if it affects the performance by the Party claiming the benefit of Force Majeure ("**Affected Party**") of its obligations under this Agreement and which act or event

(i) is beyond the reasonable control of the Affected Party, or

(ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, or

(iii) has material adverse effect on the Affected Party.

12.1.2 A Force Majeure Event shall mean one or more of the following acts or events:

(i) nation-wide lawful strike or lockout by persons other than the Concessionaire's personnel, employees and workmen; or

(ii) acts of God, fire, flood, lightning, storm, tornado, earthquake, landslide, soil erosion, epidemics, volcanic activity, tsunami or other natural disaster excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been bought onto or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement; or

(iii) loss of or serious accidental damage at the Airport; or

(iv) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, rebellion, terrorism, revolution, insurrection, military or usurped power, blockade, embargo, hostilities (whether war declared or not), revolution, riot, bombs or civil commotion or civil war; or

(v) any act, event or circumstance of a nature analogous to the foregoing.

Provided further that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

(i) failure or inability to make any payment; or

(ii) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event; or

(iii) strikes or labour disputes of any kind or collective bargaining agreements, by/of Concessionaire, resulting in a delay or stoppage of work (other than strikes, labour disputes on a nationwide basis); or

(iv) economic hardship.

12.2 Duty to Report Force Majeure Event

12.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall

include full particulars of:

(i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 12 with evidence in support thereof;

(ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(iv) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified in accordance with Clause 12.2.1, the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

12.2.2 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 12.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

12.3 Allocation of Costs Arising out of Force Majeure

12.3.1 Upon occurrence of any Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

12.3.2 Save and except as expressly provided in this Clause 12, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

12.4 Effect of Force Majeure Event

12.4.1 Upon the occurrence of any Force Majeure Event before COD is achieved, the period set forth for the COD shall be extended by a period equal in length to the duration of the Force Majeure Event.

12.4.2 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

12.4.3 It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

12.4.4 Notwithstanding anything contrary to clause 7, it is hereby clarified that the Concessionaire agrees to pay the Premium to the Authority, as the case may be, even if the Ground Handling Services or the operations of the Airport are suspended due to the events attributable to Force Majeure.

12.5 Termination notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 12, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

13. TERMINATION AND EXPIRY

13.1 Termination

The Parties may, without prejudice to any of their rights and remedies under this Agreement, in law or in equity, terminate this Agreement or part thereof as mentioned below.

13.2 Authority's right to terminate

13.2.1 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Event of Default, the Authority shall be entitled to terminate this Agreement; provided that before such Termination, the Authority shall by a written notice, inform the Concessionaire of its reasoned intent to terminate the Agreement and grant 45(forty-five) days to the Concessionaire to remedy the Concessionaire's Event of Default.

In the event, the Concessionaire fails to remedy the Concessionaire's Event of Default within the notice period of 45 (forty-five) days as aforesaid, the Authority shall have the right to terminate this Agreement by issuing a Termination Notice of 180 (one hundred and eighty) days, unless extended further for suitable time by the Authority. The Concessionaire shall be deemed to be in default of this agreement ('**Concessionaire's Event of Default**") on occurrence/happening of the following events:

(i) the Security Deposit or part thereof has been appropriated in accordance with Clause 7.3 and the Concessionaire fails to replenish or provide fresh Security Deposit or equivalent part thereof within a period of 15 (fifteen) days; or

(ii) subsequent to the replenishment of furnishing of fresh Security Deposit in accordance with Clause 7.3, the Concessionaire fails to cure, within a period of 30 (thirty) days, the Concessionaire's Event of Default for which whole or part of the Security Deposit was appropriated; or

(iii) any representation or warranty of the Concessionaire herein contained is found to be materially false or misleading or the Concessionaire is at any time in breach of such representation or warranty by the Concessionaire; or

(iv) the Concessionaire abandons or manifests intention to abandon the operation of the Concession prior to the expiry of the Term as set forth in Clause 2.1.1; or

(v) the Concessionaire has failed to make any payment to the Authority within the period specified thereof in this Agreement; or

(vi) any breach by the Concessionaire of obligations set forth in this Agreement including but not limited to provisions of Clauses 4.2, 4.9 and 4.12; or

(vii) the Concessionaire directly or indirectly, undertakes or performs either itself or through agency, sub-contract, sub- concession or otherwise, any activity other than activities provided for/ envisaged under this Agreement; or

(viii) failure of Concessionaire to maintain Insurance Cover(s) in accordance with the requirements of this Agreement; or

(ix) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement; or

(x) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Concession; or

(xi) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound- up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a material adverse bearing on the Concession; or

(xii) the Concessionaire submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars; or

(xiii) if the Concessionaire fails to commission the Ground Handling Facilities within the period specified in the terms of this Agreement; or

(xiv) if the Concessionaire uses the Ground Handling Facilities Site for any activity other than provisioning of Ground Handling Services as stipulated in this Agreement, without prior written consent of the Authority; or

(xv) If the Concessionaire fails to achieve the Minimum Quality Standards in accordance with the provisions of Clause 6.3.4 (b) (iv);

(xvi) if the Concessionaire fails to maintain clearances and Approvals as may be required under the Applicable Law for provision of Ground Handling Services at the Airport;

13.2.2 Post 45 days of cure period in accordance with Clause 13.2.1, the Authority shall be

entitled to appropriate from the Concessionaire, and Concessionaire hereby agrees to pay to the Authority an amount of equivalent to INR 50,000 (Rupees Fifty Thousand only) for each day of Concessionaire's Event of Default as set out in Clause 13.2. Notwithstanding anything to the contrary contained in this Agreement, the amount stated in this clause 13.2.2 shall be over and above any other Damages that the Authority may be entitled to levy under the provisions of this Agreement including forfeiting the Security Deposit in part or full.

Provided always that the aggregate liability of Concessionaire under this Clause 13.2 shall not exceed the aggregate amount of INR 1,12,00,000 (INR One Crore Twelve Lakh only). Upon reaching such ceiling of INR 4,50,00,000 (INR Four Crore Fifty Lakh only), the Authority shall have the right to terminate the Agreement immediately without any further notice and Concessionaire agrees to vacate and handover the Ground Handling Facilities Site within 7 (seven) days to the Authority. In case the Concessionaire fails to vacate the Ground Handling Facilities Site within 7 (seven) days, the Authority reserves its right to evacuate the Concessionaire, at the cost and expense of the Concessionaire.

13.2.3 The Parties hereby confirm, record and declare that the amount of damages fixed as above represent the genuine, fair and reasonable pre-estimate thereof considering all the facts and circumstances as the loss and damages that would be likely suffered by the Authority on account thereof. The Parties agree that the sum named above is only for the purposes of securing performance of this Agreement and not for the purpose of giving to the Party in default an option of paying the money in lieu of specific performance.

13.3 Concessionaire's right to terminate

Upon occurrence of Authority Event of Default, the Concessionaire shall be entitled to terminate this Agreement; provided that before such Termination, the Concessionaire shall by a written notice, inform the Authority of its reasoned intent to terminate the Agreement and grant forty-five (45) days to the Authority to remedy the Authority's Event of Default.

In the event, the Authority fails to remedy the Authority Event of Default within the notice period of forty-five (45) days as aforesaid, the Concessionaire shall have the right to terminate this Agreement by issuing a Termination Notice of 180 (one hundred and eighty) days. The Authority shall be deemed to be in default of this Agreement ("**Authority Event of Default**") under the following conditions:

i. the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by

this Agreement; or

ii. the adjudication of the Authority as a bankrupt or insolvent, or institution by Authority of proceedings to be adjudicated a voluntary bankrupt, or consent by the Authority to the filing of a bankruptcy proceeding against it, or the filing by the Authority of a petition or answer or consent seeking reorganization under any Applicable Law, consent by the Authority to the filing of such petition, or consent to the appointment or a receiver, custodian, liquidator or trustee of it or of all or any substantial part of its property, or the admission by the Authority in writing of its inability to pay its debts generally as they become due or the taking of corporate or other action by the Authority in furtherance of any of the foregoing.

iii. failure to provide Ground Handling Facilities Site in accordance with this Agreement;

13.4 Consequences of termination or expiry

13.4.1 Where the Agreement is terminated pursuant to Clause 13.3 and Clause 13.5, the Authority shall release and refund the available Security Deposit, if any, to the Concessionaire, provided there are no outstanding claims of the Authority on the Concessionaire.

13.4.2 Save and except as otherwise expressly provided herein, the Authority shall not be liable to compensate the Concessionaire in any manner whatsoever in the event of earlier termination of the Concession for any reason whatsoever.

13.4.3 Upon early termination of this Agreement,

(a) Subject to the requirements imposed on the Concessionaire pursuant to sub-clause (b) below, the Authority shall have the right to enter the Ground Handling Facilities Site and expel the Concessionaire there from and set up the Ground Handling Facilities and/or provision of Ground Handling Services itself or by employing any third party.

(b) After the date of termination of this Agreement, Concessionaire shall:

(i) within 7 (seven) days, render at its cost the Ground Handling Facilities in good conditions to Authority, normal wear and tear excluded. Prior to the return, if any of the aforementioned properties are damaged, the Concessionaire shall repair the Ground Handling Facilities to their original condition as on the Effective Date, normal wear and tear excluded;

(ii) within 7 (seven) days, vacate the Ground Handling Facilities Site and remove all

its personnel and equipment;

(iii) shall deliver forthwith actual or constructive possession of the Ground Handling Facilities and Ground Handling Facilities Site, free and clear of all encumbrances and execute such deeds, writings and documents as may be required by the Authority for novating all of the rights, title and interest of the Concessionaire in the Ground Handling Facilities, all purchase orders, and all contracts or agreements relating to Ground Handling Facilities and Ground Handling Services. Notwithstanding the foregoing, the transfer of contracts with Users would be subject to the relevant approvals being obtained from the relevant Users. The Concessionaire shall bear the transfer costs;

(iv) Concessionaire shall remove all its materials, belongings, etc. from such locations at the Concessionaire's own cost.

In case the Concessionaire fails to comply with its obligations as aforesaid, then Authority shall have the right to appoint third parties for undertaking these aforesaid obligations, at the cost of the Concessionaire which shall be payable by the Concessionaire as debt due and payable on demand. Authority shall have recourse to appropriate Security Deposit for such debt due.

(c) In addition to above, Authority shall acquire all the immovable properties, free of cost, comprised in the Ground Handling Facilities and will have the option to acquire the movable properties, on mutually acceptable terms and conditions with the Senior Lenders and the Concessionaire, comprised in the Ground Handling Facilities including movable equipment or systems, the titles of which are owned by the Concessionaire. Subject to the foregoing, the Concessionaire agrees and undertakes to transfer all the rights and titles in the movable properties comprised in the Ground Handling Facilities opted to be acquired by Authority, free of any encumbrance to Authority.

13.5 Termination by Efflux of Time

Unless terminated earlier in accordance with the provisions of this Article 13, the Agreement shall terminate upon the expiry of the Term. In case of termination by efflux of time, for a period of 30 (thirty) days, Concessionaire shall provide assistance as necessary to allow the Authority to pursue the operation of the Ground Handling Facilities, at the cost of Concessionaire.

13.6 Obligations during Termination Notice

Upon service of a notice by either Party of its intent to terminate the Agreement, the Parties shall, subject where applicable to the provisions of this Article 13, continue to

perform such of their respective obligations under this Agreement which are capable of being performed with the object, as far as possible, of ensuring continued availability of the facilities and services to the Users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/ breach.

14. INDEMNITY

14.1 General indemnity

14.1.1. The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities, Designated GOI Agencies and Authority owned and/or controlled entities/enterprises (the **"Government Indemnified Persons")** against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or any Users or from any negligence of the Concessionaire under contract or tort, or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Government Indemnified Persons.

14.1.2. The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its assigns, affiliates, Contractor(s), servants or agents, the same shall be the liability of the Concessionaire.

14.2 Indemnity by the Concessionaire

Without limiting the generality of Clause 14.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Concessionaire, its assigns or affiliates in respect of the income or other taxes of the Concessionaire's Contractor(s), suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractor(s) which are payable by the Concessionaire or any of its Contractor(s).

14.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 14 ("**Indemnified Party**") it shall notify the other Party ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

14.4 Defence of claims

14.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 14, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

14.4.2. If the Indemnifying Party has exercised its rights under Clause 14.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding

without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

14.4.3. If the Indemnifying Party exercises its rights under Clause 14.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

i. the employment of counsel by such party has been authorized in writing by the Indemnifying Party;

ii. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;

iii. the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

iv. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

a) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

b) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (ii), (iii) or (iv) of this Clause 14.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

14.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 14, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

14.6 Survival on Termination

The provisions of this Article 14 shall survive Termination.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement shall be governed by the laws of India and courts at the city of the Airport i.e. [●] shall have the exclusive jurisdiction in all matters arising out of or in connection with this Agreement.

Note: - AAI Mediation Policy has come into effect from 15.08.2022. So, the matters shall be deal with as per AAI Mediation Policy.

Dispute Resolution Clause

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

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

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

(ii) ***Adjudication through Arbitration:*** *In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.*

a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed with AAI Mediation Policy.

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

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

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

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

16. CHANGE IN SCOPE

16.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional services which are not included in the Ground Handling Services as contemplated by this Agreement ("**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16.

16.2 If the Authority determines at any time that a Change of Scope is necessary for smooth and efficient operations of the Airport, it shall, in writing, instruct the Concessionaire to consider such Change of Scope. The Concessionaire shall, within 30 (thirty) days of receipt of such request, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Clause 16 or inform the Authority in writing of its reasons for not accepting such Change of Scope.

16.3 Any works or services which are provided under and in accordance with this Clause 16 shall form part of the Ground Handling Services and the provisions of this Agreement shall apply *mutatis mutandis* to such additional works or services.

16.4 Procedure for Change of Scope

(a) In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder ("**Change of Scope Notice**").

(b) Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support of the impact, if any, which the Change of Scope is likely to have on the Premium if the additional work or services are required to be carried out during the Term.

(c) Upon receipt of information set forth in Clause 16.4 (b) above, if the Authority decides to proceed with the Change of Scope, it shall convey it to the Concessionaire, and the Parties shall thereupon in good faith, make efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order ("**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof.

17. MISCELLANEOUS

17.1 Survival

The Parties agree and acknowledge that the provisions of Articles 7, 8, 9, 12, 13, 14, 15 and Clause17.1, will survive the expiration and termination of this Agreement by efflux of time or otherwise.

17.2 Amendments, Waivers and Consents

17.2.1 Amendments

Any provision of this Agreement may be amended, supplemented or modified only by an agreement in writing signed by the Parties.

17.2.2 Waivers and Consents

(a) No waiver, including partial or conditional waiver by either Party, of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

(b) The Authority reserves the right to give or withhold (except where otherwise specified herein) all approval, consent, expression of satisfaction, expression of acceptability or the like without giving any reasons therefore and, if given, may be given upon and subject to such terms as the Authority may think fit.

(c) Any such waiver or consent may be given subject to any conditions thought fit by the person(s) giving it and shall be effective only in the instance and for the purpose for which it is given.

17.3 CHANGE IN LAWS

17.3.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 25,00,00,000 (Rupees twenty-five crore), the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 17.3.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

17.3.2 Reductions in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 25,00,00,000 (Rupees twenty-five crore), the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 17.3.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

17.3.3 Protection of NPV

Pursuant to the provisions of Clauses 17.3.1 and 17.3.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains,

the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Concessionaire has raised the Debt Due under its Financing Agreements.

17.3.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Clause 17.3 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

17.3.5 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.

17.4 Entire Agreement

This Agreement including the Recitals, Articles, Schedules and Annexures constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior written or oral communication/agreement between them with respect to such subject matter.

17.5 Partial Invalidity

17.5.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of jurisdiction as per Clause 15.1, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

17.5.2 The Parties may negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which are satisfactory to the Parties and produce as nearly as is practicable in all the

circumstances the appropriate balance of the commercial interests of the Parties.

17.6 No Partnership

Neither this Agreement nor any other agreement or arrangement of which it forms neither part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

17.7 Notices

Any notice required under the terms of the Agreement shall (unless otherwise agreed) be in writing and shall be delivered in person or sent by speed post or electronic mail as appropriate, properly posted and fully prepaid in an envelope addressed to the respective Parties, or can be sent by facsimile as follows:

To Authority: The Airport Director
<Address and Email of the Airport>

To Concessionaire: [●]
{Concessionaire Authorised Representative}
<Address and Email of the Concessionaire>

Each communication on the Agreement should include the name of the concession and the reference number of the agreement in subject and the communication shall include clause number of the agreement to which the communication refers to.

17.8 Governing Language

The language that governs the interpretation of this Agreement is the English language. All notices required to be given by either Party to the other and all other communications and documentation which is in any way relevant to this Agreement and which is relevant to the execution, implementation and termination of this Agreement, including but not restricted to any dispute resolution proceedings, shall be in the English language.

17.9 Confidentiality

17.9.1 All written information labelled as proprietary or confidential that is disclosed by either Party to the other Party shall remain the sole property of the disclosing Party. Each

Party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfil its obligations under the Agreement. The prohibitions contained in this Clause 17.9.1 shall not apply to information:

(a) already lawfully known to or independently developed by the receiving party, or
(b) disclosed in published materials without any breach of confidentiality by the receiving Party, or
(c) generally known to the public, or
(d) lawfully obtained from any third party, or
(e) which are required to be disclosed pursuant to the requirements of Applicable Laws, regulations or rules of an applicable stock exchange.

17.9.2 The Parties agree that they will hold in confidence the terms and conditions of the Agreement, all information, documentation etc. of a confidential or proprietary nature which comes to their knowledge in the course of the Agreement and will not disclose to any third party or use Confidential Information or any part thereof without the other Party's prior written consent provided that Confidential Information may be disclosed to any governmental or regulatory authority requiring such disclosure under Applicable Laws, regulations or rules of an applicable stock exchange.

17.10 Sovereign Immunity

The Concessionaire hereby unconditionally and irrevocably:

(a) agree that the execution, delivery and performance by it of the Agreement constitutes private and commercial acts and not public or governmental acts;
(b) agrees that should any proceedings be brought against it or its assets by any Party in relation to the Agreement or any transaction contemplated by the Agreement, no immunity, sovereign or otherwise, from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of itself or with respect to any of its assets; and
(c) waives any such right of immunity, sovereign or otherwise which it or its assets now has or may acquire and / or enjoy in the future in respect of any proceedings brought under or in relation to the Agreement.

17.11 Assignment and Sub-contracting

(a) The Concessionaire shall not assign the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest herein or create or permit to subsist any security over the Agreement or any right or obligation arising under or pursuant to it or any benefit or interest in it, except as permitted by and with prior written approval of the Authority.

(b) The Concessionaire shall not delegate any of its rights and obligations under the Agreement, provided to any third party. For avoidance of doubt, it is hereby clarified that the Concessionaire shall not sub-license or create any subsidiaries or joint venture companies to deliver any of its obligations under this agreement, save and except with the prior written confirmation of the Authority.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

17.12 The Concessionaire or any of its shareholders, shall not by any act of omission or commission, jeopardize the security clearance obtained from the requisite Government Instrumentality and the Concessionaire and the shareholders of the Concessionaire shall ensure that the necessary and requisite security clearance is maintained at all times.

17.13 Default Interest

Any amounts due and payable under the terms of this Agreement and not paid on their due date shall bear interest at the rate of 12% per annum.

17.14 Counterparts

This Agreement shall be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

17.15 Novation of Concession

During the Term of this Concession, if the Authority transfers the right to operate and maintain the Airport to a third party(ies) then this Concession shall novate in favor of the third party. From and after the date of transfer/novation, Authority shall be released of all liabilities and obligations under this Concession Agreement.

The right and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Concession between Authority and Concessionaire shall be vested in such third party.

The Concessionaire agrees and undertakes to indemnify, defend, save and hold harmless the Authority against any and all suits, proceedings, actions, demands and claims for any loss, damage, cost and expense of whatever kind and nature under or in connection with the novation of this Concession.

17.16. In the scenario where post disinvestment of a joint venture or subsidiary of AI Assets Holding Limited (which has an ongoing contract to provide Ground Handling Services at the Airport), the new private entity taking over the joint venture or subsidiary of AI Assets Holding Limited, has direct or indirect or common share holding of more than 20% in the Selected Bidder or the Concessionaire, then the Concessionaire will terminate this Concession within 30 days of this private entity closing the transaction of the joint venture or subsidiary of AI Assets Holding Limited as per the share purchase agreement signed for the transaction. The termination of this Concession will be in accordance with the provision provided in Clause 13.4.1, 13.4.2 and 13.4.3 (a) and (b)

7. TAXES AND STAMP DUTY

The Concessionaire shall, solely, bear all Taxes, stamp duty and registration fees and any other rates and taxes arising out of or in connection with the, goods and/or the services provided under the terms of this Agreement.

This Agreement contains pages 1 to …… and is assigned the agreement number …… dated…….

IN WITNESS whereof Authority and Concessionaire have signed this Agreement through their authorized representatives, as above stated, as of the date first hereinabove mentioned.

AIRPORTS AUTHORITY OF INDIA
(Signature)
{Insert name of Authority's Representative}
{Insert designation of Authority's Representative}
Date of signing
{Address}

[Concessionaire]
(Signature)
{Insert name of Concessionaire Authorised Representative}
{Insert designation of Concessionaire Authorised Representative}
{Address}
Date of signing

WITNESS No. 1
Name

WITNESS No. 2
Name

WITNESS No. 1
Name

WITNESS No. 2
Name

SCHEDULE I – MINIMUM QUALITY STANDARDS

Following quality standards shall form part of Minimum Quality Standards as determined by the AAI from time to time from the Effective Date.

S. No.	Category	Sub-category	Service level requirement	KPI
1.	Data requirement	Data requirement	Following data shall be submitted shared by the Concessionaire as per the schedule mentioned herein: 1. Monthly reporting figures including financial statements limited to Actual Gross Revenue. Details of passenger categories such as unaccompanied minors / PRMs and flights handled shall be submitted by 10th day of the subsequent month 2. Quarterly audited statements such as Actual Gross Revenue, flights handled, and other services provided shall be submitted within 45 days of end of each quarter. 3. Electronic copy of the invoices for handling activities shall be submitted on a real time basis. 4. Copy of agreements and its amendments, if any, signed with its customers such as airlines or any other entity to whom the Concessionaire may provide services shall be provided within 30 days of signing the Agreement, including the commercial terms. 5. Employees training related data (other than remuneration data) shall be shared with AAI by end of June and December each year or as and when required. 6. Mishandled Baggage (MHB) data (Arrival and Departure) shall be provided on a monthly basis by the 10th day of the subsequent month. 7. Mandatory filing of accident/ incident (ramp and terminal) report – On the same day of incident / accident occurrence and annual consolidated report on 31st March of each year 8. Mandatory filing of report in the event of GSE failure during operations – on the same day of failure and	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			annual consolidated report on 31st March of each year. 9. Operational audit data (audit report shall be submitted to AAI with a corrective action plan for any findings) – by end of June and December each year or as and when required by the AAI. 10. Submit the SLAs signed by the Concessionaire with the Users (Users means domestic and international airlines and other aircraft operators, agencies, bodies and companies which utilize the Ground Handling Services at Airport from the Concessionaire) within 30 days of signing the agreement (or its amendments) with the Users. 11. GSE performance data via telematics shall be submitted on real time basis. 12. GSE maintenance data, such as maintenance plan shall be submitted to AAI within 45 days of end of each quarter or as and when required by the AAI. 13. Data from Turn-around management system (TMS) and Resource Management (RMS) shall be submitted to AAI on real time basis. 14. Baggage data such as first and last bag (delivery timings) for arrival bags shall be submitted on monthly basis by the 10th day of the subsequent month. 15. Any other operational data that may get generated due to operational or technological changes/ improvement during the contract period shall be submitted as and when required by AAI. **Note:** All data requested by AAI shall be submitted electronically through a pre-defined format or through a data feed (as and when the requisite infrastructure is established or as decided by the AAI). AAI may request additional data from the Concessionaire at any stage.	
2.	Safety	Aircraft damage	No more than one (1) reportable ground damage per 50,000 ATMs caused by Concessionaire to any aircraft	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			or to any other flying device resulting in substantial damage or aircraft on ground (AOG) situation.	
3.	Safety	Aircraft damage	No more than one (1) reportable ground damage per 10,000 ATMs caused by Concessionaire to any aircraft or to any other flying device resulting in a Minor Damage.	100%
4.	Safety	GSE damage	No more than one (1) reportable ground damage per 10,000 ATMs caused by Concessionaire to GSE or any other airport asset resulting in Substantial Damage.	100%
5.	Safety	GSE damage	No more than one reportable ground damage per 10,000 ATMs caused by Concessionaire to GSE or any other asset resulting in a Minor Damage.	100%
6.	Safety	Fatal/ serious injury	Zero (0) reportable accident caused by Concessionaire involving passenger/ crew/ employees/ stakeholders at airport, resulting in fatal/ serious injury (ICAO Definition).	100%
7.	Safety	Minor injury	Zero reportable accident/ incident caused by Concessionaire involving passenger/ crew/ employees/ stakeholders at airport, resulting in minor injury (ICAO Definition).	100%
8.	Safety	Crisis response	Concessionaire shall respond immediately on receipt of information from AAI/ Airports Operations Control Center (AOCC) or from any other source by providing requested equipment and manpower.	100%
9.	Safety	Crisis response	Concessionaire shall comply with emergency response plan.	100%
10.	Safety	Airside Safety Regulation	Concessionaire shall comply with Airside Safety Regulation.	100%

S. No.	Category	Sub-category	Service level requirement	KPI
11.	Safety	Personal Protective Equipment (PPE)	Concessionaire shall comply with PPE requirement and shall this include, but not limited to, safety shoes, safety jackets and rain coat etc.	100%
12.	Safety	Uniform	Concessionaire shall provide appropriate uniform to its staff. The uniform shall be of appropriate quality.	100%
13.	Security	Security manual	Concessionaire shall comply with security manual and regulations of the Regulators and AAI.	100%
14.	Security	Pilferage	Concessionaire shall enforce zero tolerance to pilferage.	100%
15.	On time performance	Delays	Concessionaire-accountable delays shall be no more than two (2) delays per 10,000 departures.	100%
16.	On time performance	ACDM	Concessionaire shall comply by updating the Airport Collaborative Decision Making (ACDM) System with necessary information, when made applicable by AAI.	99.9 %
17.	On time performance	AOCC	Staff deployment at AOCC shall be in compliance with AAI's requirements.	100%
18.	GSE/ GSV	Age of GSE/GSV	Any equipment to be inducted at any stage and at any point of time at the Airport shall not have age _ _ _* years. **(*Note:- age of equipment- circular no. AV-24011/10/2021-AAI-MoCA dated 27.10.2022 (Annexure_ _ _) issued by MoCA shall be considered for Airports having Passenger movements more than 3.5 million passengers per annum.** **And for Airports having Passenger movement less than 3.5 million passengers per annum, age of equipment will be reviewed and approved by respective Airport Director as per requirement.)**	100%

S. No.	Category	Sub-category	Service level requirement	KPI
19.	GSE/ GSV	Geotagging/ Telematics	All GSE/ GSV (motorized) shall be geotagged and telematics-enabled as per standards set by the AAI.	100%
20.	GSE/ GSV	Tugs and Vehicles	a. All GSV (for passenger, baggage, cargo, fueling etc.) and all vehicles used for transportation in the apron area shall be compliant with Bharat VI standards by April 2020 or on such date as may be notified by Competent Authority. b. Concessionaire shall comply with Bharat Stage IV norms, till Bharat Stage VI is made mandatory. c. Farm tractors shall not be allowed at the Airport under any circumstances. d. All Electric buses should comply with National bus building code and should be friendly to Passengers with Reduced Mobility (PRM).	100%
21.	GSE/ GSV	Refurbished equipment	Refurbished equipment shall not be allowed at the Airport under any circumstances.	100%
22.	GSE/ GSV	Electric GSE/ GSV	a. All baggage towing tugs shall be electric as on COD. b. All baggage belt loaders shall be electric within one year from COD c. All GSE/ GSV (except for tugs designated for towing of cargo and passenger transport) shall be electric within three (3) years of operations. d. Passenger transport vehicles must be low floor, PRM friendly and shall be in compliance with the AHM standards for apron buses.	100%
23.	GSE/ GSV	GSE Fitness certificate	No equipment without a fitness certificate shall be kept at the airport. GSE deployed at airports shall be in compliance with IATA AHM standards defined for GSE/ GSV.	100%
24.	DELETED			

S. No.	Category	Sub-category	Service level requirement	KPI
25.	Certification	ISO 9001, ISO 14001, OHSAS 18001	The Concessionaire shall procure ISO 9001, ISO 14001 and OHSAS 18001 certification within 18 months of the Effective Date and shall at all times maintain such these certifications during the Agreement Period.	100%
26.	Training	Training requirements	Concessionaire shall comply with safety and security training requirements as defined by the Regulator and AAI.	100%
27.	Training	Training requirements	Concessionaire shall comply with apron driving training standards as defined by the Regulator and AAI.	100%
28.	Training	Training hours	At least 40 hours of training per employee per year from institutes accredited by IATA or National Skill Development Corporation (NSDC) or any equivalent Central / State government body. All training content provided shall be in compliance with latest editions of international (IATA AHM Manual, IGOM etc.) and national (DGCA, BCAS, etc.) regulations. Initial training must be provided to employees prior to being assigned to new duties, functions, positions and/or equipment. Refresher training must be provided to employees at a frequency in accordance with requirements of, as applicable, the authority and/or customer to maintain competence and remain qualified to perform operational duties.	100%
29.	Technology	RMS, TMS, SMS	a. Concessionaire shall deploy an effective Resource Management System (RMS), Turnaround Management System (TMS) and Safety Management System (SMS). b. In addition to functional features of these systems, they shall follow open architecture standards and integrate with the AAI platform to electronically publish the data feed using APIs as required by AAI. c. These systems shall be either online or offline, but shall capture all the required data to form	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			the basis for invoicing the airlines and to electronically publish that data to AAI's technology platform. d. Invoicing to airlines shall not be manual and Concessionaire shall use an electronic system to capture the services provided, invoices, credit and debit notes to airlines etc. e. All the required data shall be retained as stipulated by AAI.	
30.	Safety, security, operations and service quality	Operation audit	a. The concessionaire shall implement a Safety Management System (SMS), Security Management System (SeMS) and Quality Management System. The Concessionaire shall as part of its SMS, SeMS and service quality shall include a hazard identification and risk management process. b. The Concessionaire shall create an independent operations audit program covering safety, security, operations and service quality with a minimum of 4 (four) audits per year and submit copy of the same to AAI. c. The audits must be performed independently by a competent organization with relevant experience in performing operational audits.	100%
31.	Passenger handling	Background check	Concessionaire shall mandatorily perform a background check for all its employees and maintain a database of relevant documents for all its employees. The concessioner shall provide AAI the background check report for each employee in an electronic format.	100%
32.	Passenger handling	Passengers with Reduced Mobility (PRM)	Concessionaire shall have an automated system for tracking and monitoring of PRM services from kerbside up to the boarding gate and from arrival aircraft stand / gate to kerbside.	100%

S. No.	Category	Sub-category	Service level requirement	KPI
33.	Passenger handling	Passengers with Reduced Mobility (PRM)	Quality of the wheelchairs provided by the Concessionaire shall be as per standards defined by AAI.	100%
34.	Passenger handling	Passengers with Reduced Mobility (PRM)	Availability of high loader for remote stand handling of PRMs.	100%
35.	Passenger handling	Check-in - Queue time* *Mechanism for measurement shall be defined by AAI periodically	Time spent by a passenger in a queue before approaching check-in shall not exceed: – 2 minutes for first class/ business class/ priority passengers – 8 minutes for economy class passengers **Note:** Concessionaire shall perform self-audit with a minimum sample size of 10% of the passengers handled and report shall be submitted to AAI.	95%
36.	Passenger handling	Passengers with Reduced Mobility (PRM) and Unaccompanied passengers (UNM)	Response time for PRMs & UNMs – within 10 minutes from kerbside (or from arrival aircraft parking stand / gate, for arrival or transit passengers).	100%
37.	Passenger handling	Transfer desk Waiting time/ queuing	Maximum waiting time shall be 10 minutes. Transfer counter shall be manned at all times when the airlines are being handled by the Concessionaire.	100%

S. No.	Category	Sub-category	Service level requirement	KPI
38.	Passenger handling	Bussing	The waiting time for arrival/ departure of buses shall not be more than 60 seconds between two buses.	100%
39.	Passenger handling	Self-check in Kiosks	Concessionaire shall man self-check in kiosks.	100%
40.	Baggage handling	Mishandled Baggage - Departure	Maximum number of departure bags mishandled (accountable to Concessionaire) – 2 (two) per 10,000 bags	100%
41.	Baggage handling	Processing time for PIR (Passenger Irregularity Report)	Processing time (waiting + transaction) for Property Irregularity Report (PIR) at arrival mishandled baggage counter should not be more than 5 minutes.	100%
42.	Baggage handling	OHD bags	On-Hand (OHD) bags shall be dispatched to the respective airline's head office within 5 working days of reporting the incident. **Note:** Any extension in delivery as per airline guidance or delay due to unavailability of flights shall be excluded.	98%
43.	Baggage handling	Transfer baggage	All transfer baggage shall be transferred to the relevant connecting aircraft on time with zero mishandling.	99%
44.	Baggage handling	Delivery of baggage	Delivery time of baggage at the conveyor belt shall be as defined by the respective Airport Directors, but not exceeding: First bag (Dom.): 10 minutes Last bag (Dom.): 30 minutes First bag (Intl.): 15 minutes Last bag (Intl.): 45 minutes	90%
45.	Aircraft ramp services	Marshalling/ Wingwalker	Marshalling and Wingwalker service shall be available 3 (three) minutes before on blocks and apron shall be checked to be clear from any Foreign Object Debris (FOD) prior to arrival. Concessionaire shall provide the	100%

S. No.	Category	Sub-category	Service level requirement	KPI
			required equipment to the Wingwalker and also have FOD bins on each of the GSE/ GSV.	
46.	Aircraft ramp services	1st Passenger bridge/ Step ladder	1st Passenger bridge/ step ladder (as required) shall be connected to the aircraft to enable aircraft door opening within 3 (three) minutes of on block.	100%
47.	Aircraft ramp services	2nd Passenger bridge/ Step ladder (if applicable)	2nd Passenger bridge/ step ladder (as required) shall be connected to the aircraft to enable aircraft door opening within 4 (four) minutes of on block.	95%
48.	Baggage handling	Self-Baggage Drop	Concessionaire shall support AAI in its Self-Baggage Drop (SBD) rollout and provide adequate staff for the same, as and when applicable.	100%

SCHEDULE II A - GROUND HANDLING SERVICES

RAMP HANDLING

1. Aircraft Handling

a) Attendance
b) Marshalling
c) Parking
d) Starting
e) Safety measures
f) Moving of aircraft
g) Mooring of aircraft
h) Ramp to flight deck communication

2. Aircraft Servicing

a) Liaison for fueling and defueling
b) Liaison with suppliers for replenishing of oil and other fluids
c) Cabin Equipment
d) Routine & Non-Routine Services
e) Cooling and heating
f) Storage of cabin material

3. Aircraft Cleaning

a) Exterior cleaning
b) Interior cleaning
c) Toilet service
d) Water service

4. Loading and Unloading

a) Loading and unloading of passenger baggage
b) Transhipment of passenger baggage
c) Operation of Loading or Unloading equipment
d) Position and removing of passenger stairs or bridges
e) Emplane or Deplane passengers
f) Break or Make-up of baggage
g) Bussing of passengers or crew
h) Bulk loading or unloading of baggage
i) Catering ramp handling
j) Load control
k) Communication
l) Flight operations
m) Crew administration

5. **Cargo handling services at Airside (excluding Cargo Terminal/Warehouse Activities; Cargo Terminals/Warehouse will include Domestic Air Cargo Terminal, International Cargo Terminal, Courier, Transit/Transhipment terminal and Cold Storages etc.)**
   a. Loading, off-loading, export, import and transhipment cargo to/from the aircraft.
   b. Post office mail handling services
   c. Operate/provide/arrange essential equipment for handling of cargo
   d. Transshipment of cargo
   e. Bulk loading or unloading to/from aircraft
   f. Customs control
   g. Documentation handling
   h. Physical handling outbound/inbound at ramp side
   i. Transfer/ transit cargo
   j. Courier cargo handling at airside
   k. Palletisation or containerisation of cargo only at ramp side
   l. Break-up or Make-up of cargo container or unit load device only at ramp side

6. **Support Services**
   a) Accommodation
   b) Automation or Computer systems
   c) Unit load device control
   d) Ramp fueling or defueling operations
   e) Surface transport
   f) Catering services – liaison and administration

TRAFFIC HANDLING

1. **Terminal Services**
   a) Handling documents and load control
   b) Passenger and baggage handling at the airport terminals
   c) Traffic services at the airport terminals including passenger check-in

2. **Flight Operations**
   a) Inform the carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility
   b) Flight preparation at the airport of departure
   c) Flight preparation at a point different from the airport of departure
   d) In-flight assistance
   e) Post flight activities
   f) In-flight re-dispatch
   g) Communication system association with ground handling
   h) Material handling

3. **Surface Transport**
   a) Arrangement for the transportation of passengers or baggage and cargo between separate terminals at the same airport
   b) Arrangements for passengers or crew transport together with their baggage between airport and city or other agreed points

4. **Representational Services**
   a) Liaison with local authorities
   b) Information to interested parties, movement of carrier aircraft
   c) Disbursement of payment on behalf of the carriers at all airports
   d) Supervision and administration services

Note: The services of the Ground Handling Agencies (GHAs) will be confined to the air side/ramp area only and out of Air Cargo Terminal. The Air Cargo Terminal Operator will undertake air cargo handling services within the air cargo terminal by appointment of different agencies other than GHAs appointed by the Airport Operator or as per local arrangement.

As far as Import/Domestic Inbound/Inbound transshipment cargo handlings are concerned, the GHS agency shall transfer the cargo from air side tarmac to the designated handshaking point and then hand over to the respective air cargo terminal operator on behalf of the airlines and subsequently remove all the empty ULDs to the designated area for their use in Ramp area. The appointed GHS will ensure Deposit of International Air Cargo within the Customs stipulated time to the Air Cargo Custodian.

Similarly, the GHS agency will assume taking over of the export/outbound domestic/outbound transshipment cargo from the designated handshaking point as described by the Airlines and Air Cargo Terminal Operator. The provision of empty ULDs and the cargo handling accessories shall be arranged by the airline through GHA agency and handed over to the air cargo terminal operator for processing of export/domestic outbound/outbound transshipment cargo within the air cargo terminal.

In case of Ramp transfer/tail to tail transfer of Transshipment cargo directly undertaken by Airlines by not handing over to Air Cargo Terminal Operator, the same may be appropriately dealt by Airlines themselves as per Customs regulations in association with GHS including updation of Customs EDI records.

SCHEDULE III – GROUND HANDLING TARIFF

Sr. No.	Type of Aircraft	Ground Handling Tariff per turnaround (INR)
1.	General Aviation Flight	Ground Handling Tariff per turnaround shall be as determined by AERA/ MOCA
2.	Code B	
3.	Code C	
4.	Code D	
5.	Code E	
6.	Code F	

Note:

1. The Authority reserves its right to refine or modify the above format as it deems fit, from time to time. The Concessionaire hereby agrees to provide all the information as per the revised format, if any, from time to time.

SCHEDULE IV – GROUND HANDLING FACILITIES SITE

{To be provided by the Authority at the time of execution of this Agreement}

SCHEDULE V – FORMAT FOR REVENUE SHARE CALCULATIONS

1. **Details about domestic passenger flights**

Sr. No.	**Type of aircraft**	**Indicative Ground Handling Tariff per turnaround (A)**	**Number of aircrafts handled (turnarounds) (B)**	**Revenue (INR lakhs) (A*B)**
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		**Sum = "P"**

2. **Details about international passenger flights**

Sr. No.	**Type of aircraft**	**Indicative Ground Handling Tariff per turnaround (A)**	**Number of aircrafts handled (turnarounds) (B)**	**Revenue (INR lakhs) (A*B)**
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		**Sum = "Q"**

3. **Details about general aviation flights**

Sr. No.	Type of aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	General aviation – Code A, Code B and Code C – domestic			
2	General aviation – Code A, Code B and Code C – international			
3	General aviation - Code D, Code E and Code F - domestic			
4	General aviation - Code D, Code E and Code F - international			
	Total	**-**		**Sum = "R"**

4. **Details about domestic freighter flights**

Sr. No.	Type of aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		**Sum = "S"**

5. **Details about international freighter flights**

Sr. No.	Type of Aircraft	Indicative Ground Handling Tariff per turnaround (A)	Number of aircrafts handled (turnarounds) (B)	Revenue (INR lakhs) (A*B)
1	Code B			
2	Code C			
3	Code D			
4	Code E			
5	Code F			
	Total	-		**Sum = "T"**

6. **Actual Gross Revenue calculation**

S. No.	Actual Gross Revenue calculation	Actual Gross Revenue (INR lakhs) (B)
1	Scheduled International Flights	
2	Scheduled Domestic Passenger Flights	
3	General Aviation Flights	
4	Income from other Users not mentioned above	
	Total	

7. Revenue Share calculations

Sr. No.	Revenue Share calculation	Revenue Share (%) payable	Revenue Share payable to the Authority (INR lakhs)
1	Scheduled International Flights	15%	
2	Scheduled Domestic Passenger Flights	5%	
3	General Aviation Flights	15%	
4	Income from other Users not mentioned above	15%	
	Total	-	

Note:

1. The Authority reserves its right to refine or modify the above format as it deems fit, from time to time. The Concessionaire hereby agrees to provide all the information as per the revised format, if any, from time to time.

SCHEDULE VI – DELETED

SCHEDULE VII – LIST OF EQUIPMENT (Indicative)

Note:- For list of equipment and age of equipment- circular no. AV-24011/10/2021-AAI-MoCA dated 27.10.2022 (Annexure_ _ _) issued by MoCA shall be considered for Airports having Passenger movements more than 3.5 million passengers per annum.

And for Airports having Passenger movement less than 3.5 million passengers per annum, list of equipment and age of equipment will be reviewed and approved by respective Airport Director as per requirement.

SCHEDULE VIII – SPACE & LAND AGREEMENT

SPACE and LAND AGREEMENT

Note : The standard format of Space and Land Agreement of the respective Directorates should be obtained from Airport Director, Shillong Airport.

SCHEDULE IX – FORMAT FOR NOTICE(S)

Annexure A

Outstanding dues Notice
AIRPORTS AUTHORITY OF INDIA

_____AIRPORT

No. **Date:**

Subject: Payment of Outstanding Dues - notice.
Reference: Concession for _____

Dear Sir,

As you are aware, in terms of Clause No_____ of the Agreement dated_____ signed and executed between M/s _____ and AAI in respect of the above mentioned license for a period between _____to_____, Concessionaire is liable to pay the amount in advance by 10th day of the every calendar months. However, it is observed that an amount of Rs. _____ is outstanding against M/s _____as on _____ due to non-payment of Premium/Space/Land Rental/electricity charges/telephone bills/Misc. charges/etc. The details are given below:

i. Premium : Rs _____
ii. Space rent: Rs _____
iii. Electricity/Water Charges: Rs _____
iv. Telephone Charges: Rs _____
v. Misc. charges: Rs _____
vi. Interest on delayed payment: Rs _____
vii. Commercial Area Maintenance charges: Rs _____
viii. Taxes: Rs _____

You are requested to arrange the payment of aforesaid dues together with interest on delayed payment @ _____* per annum (i.e. an amount mentioned at column _____above) within _____* days of the issuance of this letter, failing which the entire amount of outstanding dues shall be adjusted from your Security Deposits available with us, without any further reference to you. In addition, AAI shall be free to take further action as deemed fit including termination of Concession if situation so warrants.

Please acknowledge receipt.

Thanking you,

Yours faithfully,

( )
{Designation of the Authorised Signatory}
{Airport}

Annexure B

Sample for Show Cause Notice
AIRPORTS AUTHORITY OF INDIA

_____AIRPORT

No. **Date:**

Subject: Show Cause notice on account of non-compliance to _____terms of the Concession Agreement

Dear Sir,

It has been reported that Clause No _____ of the terms of the agreement dated _____, signed and executed between M/s _____and AAI in respect of the above-mentioned license for a period between _____to_____, has been violated and M/s _____ is found to be non-compliant and particulars of non-compliance is/ are_____ _____.

Hence, you are hereby call upon for your explanation within _____ days from the date of receipt of this notice that why appropriate actions cannot be taken against your non-compliance.

Please acknowledge receipt.

Yours faithfully,

( )
{Designation of the Authorized Signatory}
{Airport}

SCHEDULE X - FORM OF BANK GUARANTEE

(To be executed on Non- Judicial Stamp Paper of Rs. 100/-)

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

1. Now therefore in consideration of the promises aforesaid and at the request of the Concessionaire we,_____(Name of Bank)_____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Concessionaire, any sums of money at any time or from time to time demanded by the Authority on account of the Revenue Share (Minimum Annual Guarantee or Passenger Processing Fee) and other outstanding dues/charges due from the Concessionaire (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Concessionaire of any of the terms or conditions of the said Concession Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees……..)and extended for the amount increased from time to time as aforesaid.

2. Notwithstanding any right the Concessionaire may have against the Authority or any dispute raised by the Concessionaire or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Concession Agreement without any consent or knowledge of the Concessionaire.

3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said Concession Agreement made between the Authority and the Concessionaire and/or any act of omission on part of AAI or any indulgence to the Concessionaire by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Concession Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of (Name of the Bank) or that of the Concessionaire or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.

6. This Guarantee shall be valid till_____and you have the right to encash this Guarantee upto_____from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

i. Our liability under this Guarantee shall be limited to a sum of Rs_____ during the currency of the Concession and six (6) months thereafter.
ii. This bank guarantee shall be valid upto_____and you have the right to enchash 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: