



**Andhra Pradesh Airports Development Corporation Ltd. (APADCL)**

**REQUEST FOR PROPOSAL (RFP)**  
**(International Competitive Bidding)**

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**DEVELOPMENT, OPERATION AND MAINTENANCE OF A  
GREENFIELD AIRPORT AT DAGADARTHI, NELLORE DISTRICT IN  
ANDHRA PRADESH ON PPP BASIS**

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Issued by

AP Airports Development Corporation Ltd.,  
4th Floor, IHC Corporate Building, Mangalagiri,  
Guntur District – 522503  
Andhra Pradesh, India.  
| [md-apadcl@ap.gov.in](mailto:md-apadcl@ap.gov.in), | <https://www.apadcl.com> |

**September 2025**



	<p><b>AP AIRPORTS DEVELOPMENT CORP. LTD.</b> <b>(APADCL)</b> (formerly known as Bhogapuram International Airport Corporation Ltd (BIACL)) 4th Floor, IHC Corporate Building, Mangalagiri – 522503, AP, India</p>			
<b>NOTICE INVITING</b>	<b>Development, Operation and Maintenance of a Greenfield Airport at Dagadarthi, Nellore District, Andhra Pradesh on PPP basis</b>			
<b>Notice No. [*]</b>				
<p>Andhra Pradesh Airports Development Corporation Ltd. (APADCL) invites Proposals for Development, Operation and Maintenance of a greenfield airport at Dagadarthi, Nellore District, Andhra Pradesh on PPP basis.</p> <p>All other details including any date extensions, clarifications, amendments, corrigenda etc., will be uploaded to the website of APADCL (<a href="http://www.apadcl.com">www.apadcl.com</a>) or web site <a href="http://www.apeprocurement.gov.in">www.apeprocurement.gov.in</a> and will not be published in newspapers. Hence, Applicants shall regularly visit the website of APADCL and <a href="http://www.apeprocurement.gov.in">www.apeprocurement.gov.in</a> to keep themselves updated.</p> <p>The interested Applicants may download the Request for Proposal (RFP) document from the following <a href="http://www.apeprocurement.gov.in">www.apeprocurement.gov.in</a>.</p>				
<p>Sd/- Managing Director</p> <p><b>For any queries, please send e-mail to: <a href="mailto:md-apadcl@ap.gov.in">md-apadcl@ap.gov.in</a> or <a href="mailto:cgmtechapadcl@gmail.com">cgmtechapadcl@gmail.com</a></b></p>				



## DISCLAIMER

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other 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.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) 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 proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and



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Andhra Pradesh on PPP basis**



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 Bidding Process.



<b>Glossary</b>	
<b>APIDEA Act</b>	Means the Andhra Pradesh Infrastructure Development Enabling Act, 2001 and addendum (s)
<b>Addendum</b>	As defined in Clause 2.10.1
<b>Aggregate Experience Score</b>	As defined in Clause 3.5.1
<b>Airport</b>	As defined in Clause 1.1.3
<b>Applicant(s)</b>	As defined in Clause 1.2.1
<b>Application</b>	As defined in the Disclaimer
<b>Application Due Date</b>	As defined in Clause 1.1.8
<b>Appointed Date</b>	The date on which every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of the Concessionaire Agreement
<b>Associate</b>	As defined in Clause 2.2.9
<b>Authority</b>	As defined in Clause 1.1.3
<b>ACI</b>	Airports Council International
<b>ACI*</b>	Available Capital for Investment
<b>AIF Regulations</b>	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 and the subsequent amendments thereto.
<b>AIF</b>	Alternative Investment Fund as defined in regulation 2(1)(b) of AIF Regulations
<b>ASQ</b>	Airport Service Quality as measured through ACI survey
<b>Bids</b>	As defined in Clause 1.2.3
<b>Bid Due Date</b>	As defined in Clause 1.2.3
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bidders</b>	As defined in Clause 1.1.4
<b>Bidding Documents</b>	As defined in Clause 1.2.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>BOLT</b>	Build, Own, Lease, Transfer
<b>BOO</b>	Build, Own, Operate
<b>BOOT</b>	Build, Own, Operate and Transfer
<b>BOT</b>	Build, Operate and Transfer
<b>Concessionaire</b>	As defined in Clause 1.1.5
<b>Concession Agreement</b>	As defined in Clause 1.1.5
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>DBFOT</b>	As defined in Clause 1.1.3
<b>Eligible Experience</b>	As defined in Clause 3.2.1
<b>Eligible Projects</b>	As defined in Clause 3.2.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.7
<b>FAR</b>	Floor Area Ratio (Gross Floor Area) / (area of the plot)



<b>Financial Capacity</b>	As defined in Clause 2.2.2 (B)
<b>Government</b>	As defined in Clause 1.1.1
<b>Highest Bidder</b>	As defined in Clause 1.2.7
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.6 (g)
<b>Lead Member</b>	As defined in Clause 2.2.6 (c)
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Mppa</b>	Million passengers per annum
<b>MRO</b>	Maintenance, repair and overhaul
<b>OECD</b>	Organisation for Economic Co-operation and Development
<b>Net Worth</b>	As defined in Clause 2.2.4 (ii)
<b>Passenger Traffic</b>	“Passenger Traffic” means the total number of passengers, including Embarking, Disembarking and Direct Transit passengers, who used the Airport during an Accounting Year or month or such other period as the context may require, Passenger Traffic shall be provided by Concessionaire;
<b>PPP</b>	As defined in Clause 1.1.3
<b>Project</b>	As defined in Clause 1.1.3
<b>Qualification</b>	As defined in Clause 3.5
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RfP, RFP or Request for Proposal</b>	As defined in Clause 1.2.1
<b>SPV</b>	As defined in Clause 2.2.6
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (A)

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



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## **REQUEST FOR PROPOSAL**



## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 The Government of Andhra Pradesh (“**Government**”) is developing greenfield airports across the State of Andhra Pradesh (“**State**”) to expand air connectivity across the State. Providing reliable and seamless air connectivity across the State, especially linking places of industry, tourism and other major areas is a priority for the Government. This will require development of new airports to facilitate tourism and hinterland logistics.
- 1.1.2 The Government has approved the State Civil Aviation Policy aimed at development of new airports, expansion of existing airports, increasing frequency of flights to new and existing airports by offering suitable incentives and improving multi-modal connectivity.
- 1.1.3 The Andhra Pradesh Airports Development Corp. Ltd. (APADCL) (or the “**Authority**”) *formerly known as Bhogapuram International Airport Corporation Ltd (BIACL)*, was setup by the government order dated 24 November 2017 bearing number G.O.Ms. No. 30, E-I&I (Airports) Department, is the nodal agency of the Energy, Infrastructure and Investment Department of the Government and is engaged in facilitating the development of airport infrastructure projects in the State.

The Government has appointed the Authority to develop, operate and maintain a greenfield airport at Dagadarthi in Nellore district (the “**Project**”) through Public-Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis, and has, therefore, decided to carry out the bidding process for selection of the Bidder to whom the Project may be awarded.

Brief particulars of the estimated project costs (CAPEX) are as follows:

<b>Capex (in INR Cr)</b>	<b>Value (in INR cr)</b>
Phase <u>1</u> <b>IA</b> <u>(FY26 – FY2840)</u>	<u>916648.59</u>
<b>Total CAPEX for Airport Development in Phase <u>1</u><b>IA</b></b>	<b><u>916648.59</u></b>

Nellore is a historically important city and the 4<sup>th</sup> most populous city in the state of Andhra Pradesh. Nellore is also an important agricultural, commercial and industrial hub of the State. Considering the developing economy of the Nellore District, airport services are important to sustain the economic growth of the district.



As a result of the economic activity in the district, robust passenger and cargo traffic is forecasted in the upcoming greenfield airport.

<b>Estimated Traffic</b>	<b>FY26</b>	<b>FY30</b>	<b>FY35</b>	<b>FY40</b>	<b>FY50</b>	<b>FY60</b>	<b>FY70</b>
Passenger traffic (in millions)	0.38	0.56	0.91	1.4	3.2	5.8	9.5
Cargo traffic (in metric tonnes)	1,900	2,782	4,342	5,978	11,328	20,206	32,914

The Project Influence Zone (PIZ) for this proposed airport includes the districts of Kadapa, Nellore, Prakasam, Chittoor, Annamayya and Tirupati, which will contribute to the passenger and cargo traffic for the airport.

All the economic indicators like GDDP, NDDP, and Per Capita Income indicates that Nellore is likely to grow at a growth rate which is closer to the whole of Andhra Pradesh especially in Service Sector, which includes banking, transportation, trade etc.

The proposed Airport is being planned ~~with for~~ a concession period of 45 years ~~The concession period will be divided into three phases, viz., each phase comprising 15 years each~~  
~~with direct extension for another 15 years subject to material compliance by the Concessionaire with its obligations under Concessionaire Agreement, no pending litigation and no material default by the Concessionaire.~~ The rationale behind this phasing is to optimize the CAPEX incurred in the initial development of the Dagadarthi Airport while keeping future expansions in line with maturing passenger traffic and cargo requirements.

The first phase addresses the initial years of low demand, characterized by a high compound annual growth rate (CAGR). The second phase sees demand continue to grow, with the CAGR stabilizing to align with the growth rates of other airports within the state and country. Finally, in the third phase, demand matures, and growth slows to match the long-term average rates of the state and nation.

Given below is each phase's specific time horizon and projected traffic:

***Project Phasing – Based on Passenger Demand***

<u>S. No</u>	<u>Phase</u>	<u>Design Daily Demand (PAX)</u>	<u>Design Air Traffic Movement</u>	<u>Design Peak Hour Passengers</u>
1	<u>Phase-IIA</u>	<u>2282</u>	<u>27</u>	<u>799</u>
2	<u>Phase-IIB</u>	<u>3857</u>	<u>35</u>	<u>1148</u>
2	<u>Phase-II2</u>	<u>12244</u>	<u>89</u>	<u>2449</u>



<u>S. No</u>	<u>Phase</u>	<u>Design Daily Demand (PAX)</u>	<u>Design Air Traffic Movement</u>	<u>Design Peak Hour Passengers</u>
	<u>(2040-41 to 2054-55)</u>			
<u>3</u>	<u>Phase-III<sup>3</sup> (2055-56 to 2069-70)</u>	<u>25940</u>	<u>189</u>	<u>5188</u>
<u>4</u>	<u>Phase-IV<sup>4</sup> (Extension Phase)</u>	<u>41198</u>	<u>301</u>	<u>8240</u>

<u>S. No</u>	<u>Phase</u>	<u>Design Daily Demand (PAX)</u>	<u>Design Air Traffic Movement</u>	<u>Design Peak Hour Passengers</u>
<u>1</u>	<u>Phase-1 (2025-26 to 2039-40)</u>	<u>3827</u>	<u>29</u>	<u>1148</u>
<u>2</u>	<u>Phase-2 (2040-41 to 2054-55)</u>	<u>42244</u>	<u>93</u>	<u>2449</u>
<u>3</u>	<u>Phase-3 (2055-56 to 2069-70)</u>	<u>25940</u>	<u>218</u>	<u>5188</u>

For the proposed airport, the plan is to start with the operations of medium size aircrafts (Airbus A-320/A-321), (Aerodrome Reference Code 4C/4D) from the initial phase itself and to continue with it till year 2070 with 'Level of Service-D' (as per 9th Edition of IATA ADRM- (Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and 'Level of Service-C' (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date).-

Presently, single runway system has been envisaged at Dagadarthi Airport.

The proposed airport components and facilities to be developed/constructed in initial and subsequent phases are reported in table below.

<u>S. No</u>	<u>Airport Component/ Facility</u>	<u>Phase-I<sup>1A</sup></u>	<u>Phase-I<sup>1B</sup></u>	<u>Phase-II<sup>2</sup></u>	<u>Phase-III<sup>3</sup></u>
<u>1</u>	<u>Land Development</u>	√	√	√	√
<u>2</u>	Fencing of acquired land	√	X	X	X
<u>3</u>	Airport Boundary wall	√	X	X	X
<u>4</u>	Internal road	√	√	√	√
<u>5</u>	Airport Gate	√	X	X	√
<u>6</u>	Runway	√	X	X	X



<b>S. No</b>	<b>Airport Component/ Facility</b>	<b>Phase-IIA</b>	<b>Phase-IIB</b>	<b>Phase-II2</b>	<b>Phase-III3</b>
<b>7</b>	Apron	√	√	√	√
<b>8</b>	Parking	√	√	√	√
<b>9</b>	Peripheral road	√	<b>X</b>	<b>X</b>	<b>X</b>
<b>10</b>	Terminal Building	√	√	√	√
<b>11</b>	Fire Station Building	√	<b>X</b>	<b>X</b>	<b>X</b>
<b>12</b>	Substation Building	√	√	√	√
<b>13</b>	ATC Tower and equipment's	√	√	√	√
<b>14</b>	Water Connection/Supply	√	√	√	√
<b>15</b>	Internal Drain	√	√	√	√
<b>16</b>	Airfield ground lighting	√	√	<b>X</b>	<b>X</b>
<b>17</b>	Simple approach	√	<b>X</b>	<b>X</b>	<b>X</b>
<b>17</b>	CAT- 1 approaches	√	√	<b>X</b>	<b>X</b>
<b>18</b>	Apron high Mast Lighting	√	√	√	√
<b>19</b>	PAPI	√	<b>X</b>	<b>X</b>	<b>X</b>
<b>20</b>	Visual aids and markings	√	√	√	√
<b>21</b>	Navigation Aids	√	√	√	√

- 1.1.4 To develop the Project, the Authority intends to qualify and shortlist suitable Applicants (**“Bidders”**) who will be eligible for participation in the Financial Bid Opening Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.
- 1.1.5 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or the Companies Act, 2013 (as the case may be) or undertakes to incorporate an SPV in accordance with the Bidding Documents as such prior to execution of the concession agreement (**“Concessionaire”**) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance and transfer of the Project under and in accordance with the provisions of a concession agreement (**“Concession Agreement”**) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.6 The scope of work will broadly include the designing, financing, construction and development of the air-side, terminal and land-side infrastructure (car parking, retail area and such other activities as defined in the Concession Agreement) for the Project and the operation and maintenance thereof in accordance with the Concession Agreement and applicable laws.
- 1.1.7 Estimated cost of the Project (the “Estimated Project Cost”) has been specified in Clause 1.1.3 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.8 The Authority shall receive Applications pursuant to this RfP in accordance with



the terms set out herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (“**Application Due Date**”)

#### **1.1.9 Status of Clearances & Approvals**

- i. **Site Clearance & In Principle Approval from Ministry of Civil Aviation:** Approval has been granted for Dagadarthi Greenfield Airport project on 07.10.2016 vide MOCA letter No.AV20015/111/2015-AD
- ii. **Site Clearance from Ministry of Defence:** Approval is awaited. Application submitted vide D.O Letter No.INI01-APAD/21/2023-AIR (2084034), dt. 21.05.2025. Previously, Site Clearance was granted by Ministry of Defence vide Memo No. 2(12)/2015/D(Air-II) dated 21.09.2025.
- iii. **Clearance from Ministry of Home Affairs:** Approval ~~is awaited. Application submitted received~~ vide ~~D.O Letter No. No AV-20036/612O24-AD dated 02.01.2026 issued by Ministry of Civil Aviation INI01 APAD/21/2023 AIR (2084034), dt.21.05.2025.~~
- iv. **Environment Clearance from Ministry of Environment and Forests and Climate Change:** ~~Form-I application submitted by the Authority to submit the application. Previously, Environmental Clearance by Ministry of Environment, Forest and Climate Change was granted vide Memo No. F.No. 10 2/2016 IA.III dated 07.06.2017.~~

1.1.10 Land acquisition will be completed as per due process by the Authority and handed over to the Concessionaire before signing of the Concessionaire agreement. All the grievances will be handed over at the competent authority level.

## **1.2 Brief description of the Bidding Process**

- 1.2.1 The Authority has adopted a single-stage bidding process (the “Bidding Process”) for selection of the Bidder for award of the Project. Prior to making the Bid, the Bidder shall pay to the Authority a non-refundable sum of Rs 5,00,000/- (Rupees Five lakh only) plus GST as the cost of the RFP process. The cost of the RFP shall be in the form of a demand draft issued by any of the Nationalized/Scheduled Banks in India in favour of “Andhra Pradesh Airports Development Corporation Limited” A/C No:50200020235682 of HDFC Bank of India, IFSC: HDFC0000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam AP. The Demand Draft shall remain valid for one month after the Bid Due Date.

The Techno Economic Feasibility Report (“Techno Economic Feasibility Report” or “TEFR”) can be obtained provided to the bidders who are requesting the AP Airports Development Corporation Limited through email @

1. [md-apadcl@ap.gov.in](mailto:md-apadcl@ap.gov.in)
2. [cgmtechapadcl@gmail.com](mailto:cgmtechapadcl@gmail.com)



**from the Authority on payment of a non refundable fee of Rs. 2,00,000/- (Rupees  
two lakh only) by way of a demand draft issued in the name of the above Bank.**

The interested Bidders, (the “Bidders”, which expression shall, unless repugnant to the context, include the members of Consortium) are being called upon to submit their technical and financial capacity details (Appendix-I- (Annex 1 and Annex II)) and financial proposals (Appendix-X) together referred to as the “Bid” in accordance with the terms specified in these Bidding Documents. The Bid shall be valid for a period of 120-180 (one hundred and twentyeighty) days from the Bid Due Date. The Applicants must satisfy themselves that they are qualified to apply, and should give an undertaking to this effect in the form as set out in Appendix-I.

Government of India has issued guidelines as set out in Appendix-V for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process.

- 1.2.2 In the Bid, the Applicants would be required to furnish all the information specified in this RFP. The Bidders shall be evaluated and shortlisted based on the technical and financial criteria as mentioned in this RFP. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.
- 1.2.3 In the Bid, the Bidders will be called upon to submit their financial offers (“**Bids**”) in accordance with the RfP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of bids (“**Bid Due Date**”).
- 1.2.4 In terms of the RfP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,00,000 3,25,00,000 (Rupees Five Crores Three Crores Twenty Five Lakhs only) (“**Bid Security**”) specified in the Bidding Documents, refundable no later than 60 (Sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders shall provide the Bid Security in the form of a bank guarantee acceptable to the Authority and the validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be 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.

For the avoidance of doubt, it is clarified that in the case the Bidder is a single entity, it shall deposit a Bid Security of Rs 5,00,00,000 3,25,00,000 (Rupees Five Crores Three



Crores Twenty Five Lakhs Only). However, in case the Bidder is a Consortium, each Member of the Consortium may be required to deposit a bid security (“**Individual Bid Security**”), in proportion to the shareholding in the SPV, such that the aggregate Bid Security is Rs 5,00,00,000 3,25,00,000 (Rupees Five Crores Three Crores Twenty Five Lakhs Only).

In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.6 As part of the Bidding Documents, the Authority will provide a draft Concession Agreement and a feasibility report (TEFR can be obtained after paying the fees as mentioned in clause 1.2.1) prepared by the Authority/its consultants and other information pertaining/ relevant to the Project available with it to qualified applicants.
- 1.2.7 Bids may be invited for the Project based on a Per-Passenger Fee (the “**Per Passenger Fee**”) which has to be paid by the Concessionaire ~~at 50% of the Per Passenger Fee from 6th (sixth) anniversary of the date of commercial operation (COD) of the Project and continue to pay 50% of the Per Passenger Fee (along with the annual incremental growth of percentage variation in the Price Index) till the end of 9th (ninth) anniversary of the COD, and will start to pay fully (100%)~~ from the 10th (Tenth) anniversary of the COD till the end of the concession period to the Authority as per the terms and conditions set out in the Concession Agreement. The Per-Passenger Fee shall be increased annually by the percentage variation in the Price Index from the preceding Accounting Year, as mentioned in the Concession Agreement.

The concession period and other terms are pre-determined and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. The Per Passenger Fee shall constitute the sole criterion for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Per-Passenger Fee. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Per-Passenger Fee. Along with the Per Passenger Fee, the concessionaire will pay **License Fees and Project Development Fees** to the Authority as mentioned in clause 2.27 and 2.28.

- 1.2.8 Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RfP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders



match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.9 The Concessionaire shall, in consideration of its investment be entitled to levy and charge fee from users of the Project in accordance with applicable laws.

1.2.10 Interested applicants are requested to visit authority's website: [www.apadcl.com](http://www.apadcl.com) for correspondence on the Project.

1.2.11 Further and other details of the process to be followed at the Bid Stage and the terms thereof spelt out in this RfP..

1.2.12 Any queries or request for additional information concerning this RFP shall be submitted by e-mail shared in Clause 2.13.3 below.

The communications shall clearly bear the following identification/ title: **“Queries/ Request for Additional Information: RFP for Development, Operation and Maintenance of a Greenfield Airport at Dagadarthi, Nellore District in Andhra Pradesh, India on PPP basis”**

Format of the query shall be in the following format:

S. No	Applicant	Document (RFP/ CA)	Clause reference	Clarifications/ Remarks

### **1.3 Schedule of Bidding Process**

The Authority shall endeavor to adhere to the following schedule:

S No	Event description	Date
1	Publication of RFP	05.09.2025 @ 5:00 PM
2	Site Visit -1*	19.09.2025
	Site Visit -2*	26.09.2025
3	Last date for receiving queries	24.10.2025
4	Pre-Bid Conference	17.10.2025 @ 11:00 AM
5	Authority response to queries latest by	14.11.2025 @ 5:00 PM
6	Last Date to Download Bidding Documents	23.02.2026@ 4:00 PM
7	Bid Due Date / Bid Submission Date	27.02.2026 @ 11:00 AM



<b>S No</b>	<b>Event description</b>	<b>Date</b>
8	Opening of Technical Bids	27.02.2026 @ 12:00 PM
9	Opening of Financial Bids	09.03.2026 @ 11:00 AM
10	Issue of Letter of Award (LOA)	Within 15 days of Financial Bid Opening Date
11	Submission of Performance Security	Within 60 (sixty) days of signing of Concession Agreement
12	Validity of Bids	120 days from the Bid Due Date
13	Signing of Concession Agreement	Within 45 days of award of LOA

\*Site Visit will be organized by the Authority on any one of the two days based on request received.

Site Visit will be facilitated by the APADCL Staff and its consultants only on the above-mentioned dates. The contact details of the facilitators of the Site Visit are as follows:

- 1) Padmaja Dandagala, Chief General Manager (Tech), APADCL  
Email: [padmaja.dandagala@ap.gov.in](mailto:padmaja.dandagala@ap.gov.in), (81432 41178)
- 2) Vivek Kumar (Consultant)  
Email: [vivek.kumar02@rites.com](mailto:vivek.kumar02@rites.com), (88005 91167)
- 3) ~~Ronel Singh N (Consultant)~~  
~~Email: [ronelingombam@kpmg.com](mailto:ronelingombam@kpmg.com), (88373 77902)~~
- 4) ~~3) Akshan Gupta (Consultant)~~  
~~Email: [akshangupta@kpmg.com](mailto:akshangupta@kpmg.com), (93399 54929)~~

## 1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid conference shall be:

**Date:** 17.10.2025 @11:00 AM

**Time:** 1500 hrs

**Venue:** (Andhra Pradesh Airports Development Corp. Ltd. (APADCL), 4th Floor, IHC Corporate, Mangalagiri – 522503, AP, India

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1. Scope of Application

2.1.1. The Authority wishes to receive Technical and Financial Bid in order to appoint experienced and capable Concessionaire for the proposed airport at Dagadarthi,



Nellore District. No Bidder shall submit more than one Bid for the Project. A Bidder bidding 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.

- 2.1.2. Deleted.
- 2.1.3. Deleted
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5. The Bid shall comprise of the financial bid form to be submitted in the format as set out in Appendix X in the manner as set out in Clause 2.11, Clause 2.12 and Clause 2.13 of the RfP. The Bid shall consist of the Per-Passenger Fee to be quoted by the Bidder clearly indicating both in figures and in words and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the Per-Passenger Fee indicated in words shall be taken into account. For the avoidance of doubt, no rounding-off of the Per-Passenger Fee in the Bid is allowed. The Per-Passenger Fee shall be payable by the Concessionaire to the Authority as per the terms and conditions of this RFP and in accordance with the provisions of the Concession Agreement.
- 2.1.6. The Bidders shall deposit a Bid Security of Rs.5,00,00,000 3,25,00,000-(Rupees ~~Five crores~~ Three Crores Twenty Five Lakhs Only) in accordance with the provisions of this RFP. In case the Bidder is a Consortium, each Member of the Consortium may deposit an Individual Bid Security, in proportion to the shareholding in the SPV, such that the aggregate Bid Security is Rs.5,00,00,000 (Rupees Five crores). The Bidder, or each Member of the Consortium (as the case may be) shall provide the Bid Security or the Individual Bid Security (as the case may be) in the form of a Bank Guarantee acceptable to the Authority, as per the format at Appendix VIII or Appendix IX as may be applicable).
- 2.1.7. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, exclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security or the Individual Bid Security (as the case may be). The Bid Security or the Individual Bid Security (as the case may be) shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security or Individual Bid Security (as the case may be) shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.8. The Bidder should submit the Covering Letter as per the format at Appendix-I.
- 2.1.9. The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10. In case the Bidder is a Consortium, the Members thereof should furnish a Power of



Attorney in favour of the Lead Member in the format at Appendix-III.

- 2.1.11. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. 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 provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.14. Deleted

- 2.1.15. The Concessionaire, any Consortium Member, or any of their Affiliates shall not, directly or indirectly, whether by itself or together with any Person acting in concert, hold more than twenty-six percent (26%) of the subscribed and paid-up equity share capital in any scheduled airline company operating within India during the Term of this Agreement. For the purpose of this Clause, 'indirectly' shall include beneficial ownership through subsidiaries, trusts, affiliates, or any arrangement that enables control. Any change in shareholding above five percent (5%) shall be mandatorily disclosed to the Authority within fifteen (15) days.

- 2.1.16. A Bidder shall be liable for disqualification and forfeiture of Bid Security or Individual Bid Security (as the case may be) if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Individual Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to date of issue of the RFP. 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.

2.1.17. This RFP is not transferable.

2.1.18. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.19. **DELETED**

2.1.20. **DELETED**

## **2.2. Eligibility of Applicants**

2.2.1 For determining the eligibility of Applicants for their Qualification hereunder, the following shall apply:

- (a) The Applicant for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- (b) An Applicant may be a natural person, private entity, AIF (Alternative Investment Fund) 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 Clause 2.2.6 below.
- (c) An Applicant shall not have a conflict of interest (“**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate 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 an Applicant, its Member or an Associate 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 Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate 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 the Airports Authority of India, a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(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 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 per cent) of the subscribed and paid up equity shareholding of such intermediary;

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant, 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 Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant, 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 in a position to have access to each other's information about, or to influence the Application of either or each other; or
- (vi) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Individual Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (“**Damages**”), 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.

- (d) The Bidder/Concessionaire shall disclose any relationship, whether direct or indirect, with any other Bidder/Consortium participating in the bidding process,



or with any airline, sub-contractor, or consultant engaged for the Project. Failure to disclose such information shall be deemed a material misrepresentation and result in immediate disqualification or termination of the Concession Agreement. No Consortium Member shall participate in more than one Bid, either individually or through an Affiliate.

(e) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project 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. 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 6 (six) months prior to the date of issue of this RFP. 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 an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for qualification and shortlisting, an Applicant shall fulfill the following conditions of eligibility:

**(A) Technical Capacity:**

For demonstrating technical capacity and experience (“**Technical Capacity**”), the Applicant shall over the past 10 (ten) financial years preceding the Application Due Date have:

- (i) paid for, or received payments for, construction of Eligible Projects; and/or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum of the above three is equal to or more than INR 1,~~3~~800,00,00,000 (Rupees One Thousand ~~Eight~~ Three Hundred Crores only) (“Threshold Technical Capacity”)

**(B) Financial Capacity:**

The Applicant shall have a minimum Net Worth (“**Financial Capacity**”) of Rs. 5,00,00,00,000/- (Rupees Five Hundred Crores only) at the close of the preceding financial year.

OR



The Applicant (In case of Fund) should have a minimum ACI\* (Available Capital for Investment) of Rs. 5,00,00,00,000/- (Rupees Five Hundred Crores only) at the close of the preceding financial year.

In case of a Consortium, the combined Technical Capacity and Net Worth 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, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

In case the Bidder does not individually meet the Net Worth requirement, it may rely on the Net Worth of its parent company or Affiliate, provided that:

- a) The parent company/Affiliate holds at least 51% of the paid-up share capital of the Bidder as on the Bid Submission Date;
- b) The parent company/Affiliate furnishes an unconditional and irrevocable Letter of Comfort, in the format specified in Appendix XI, committing financial, managerial, and technical support for the Bidder's obligations under this RFP and the Concession Agreement.
- c) The Bidder submits sufficient documentary evidence (such as shareholding pattern, audited financial statements, net worth certificates from statutory auditors) establishing the relationship and qualifying Net Worth of the parent company/Affiliate.
- d) The Letter of Comfort shall remain effective until the expiry of the equity lock-in period or such other period as specified in this RFP.
- e) The Authority reserves the right to verify and accept/decline the Letter of Comfort or request additional documentation as deemed necessary.

### **2.2.3 O&M Experience:**

(a) The Bidder shall, in the case of a Consortium, include a Member ("O&M Member") who shall be responsible for performing the O&M obligation of the Airport in accordance with the provision of the Concession Agreement for a period for a period of ~~10 (ten)~~ 5 (five) years from the date of commercial operation of the Project.

In the event the Bidder is not a Consortium, it shall be eligible only if it has equivalent O&M Experience of its own as specified in this Clause 2.2.3 (a). In the event, the Bidder does not have the requisite O&M Experience, it shall be eligible under this RfP upon entering into an O&M agreement with an entity ("Airport Operator"), having the O&M Experience as specified in this Clause 2.2.3, who shall be responsible for performing the O&M obligations at



the Airport in accordance with the provisions of the Concession Agreement. The Airport Operator shall commit to operate the Airport for a period of not less than ~~10 (ten)~~ 5 (five) years from the date of commercial operations of the Project, failing which the Concession Agreement shall be liable for termination. The O&M member or Airport Operator, as the case may be, shall have experience that qualifies under Clause 2.2.3 and satisfy the following requirements:

- i. The O&M Member should have operated an airport for a period of 3 (Three) consecutive years (“**Three Year Period**”) out of the last 10 (ten) years preceding the Bid Due Date; and
- ii. Such project shall have achieved a passenger throughput of not less than 0.5+ (~~one~~Zero Point Five) MPPA in such Three Year Period;
- iii. In such Three Year Period, subject to the provision of the Clause 2.2.3 (a) (ii), project should have achieved an ASQ rating of 3.5 or more out of 5 or Skytrax ranking in the first 100 (i.e. between 1 to 100). For the purpose of this RfP, ASQ or Skytrax ranking shall mean the overall ranking of the Eligible Project (a) for the relevant year as issued by Skytrax; or (b) quarters of the relevant year as issued by ACI, as the case may be.
- ~~iv.~~ Qualified Key Personnel: The Bidder shall engage or have engaged experienced and qualified personnel for discharging its obligations in accordance with the provisions of the Concession Agreement. ~~The Managing Director/CEO must have 10 yrs of airport management experience. The Key Managerial Personnel (Senior Leaders/Board Member) must have the cumulative experience of at least 10 (ten) years of airport management experience.~~
- iv. For avoidance of doubt, it is clarified that if the O&M member or Airport Operator, as the case may be, is unable to meet the performance standards set forth in the Concession Agreement then the Concessionaire can replace the operator of the Airport with prior written approval from the Authority. The substitute operator shall continue to meet the O&M Experience as specified in Clause 2.2.3.

(b) For a project to qualify under O&M Experience in accordance with Clause 2.2.3 (a):

- 1) It should be an ~~international~~ airport providing non-discriminatory access to users in pursuance of its charter, concession or contract. For the purpose of this RfP, an “~~international~~ airport” shall have the meaning as provided by ICAO.
- 2) (i) the entity claiming experience should have held, in the company owning the Eligible Project, more than 26% (twenty six per cent) equity during the entire period for which Eligible Experience is being claimed; or  
(ii) the entity claiming experience should have held, in the company that the Eligible Project has been leased out, more than 26% (twenty six per cent) equity during the entire period for which Eligible Experience is being claimed; or  
(iii) the entity claiming experience should have held, in the company operating the Eligible Project, more than 26% (twenty six per cent) equity during the entire period for which Eligible Experience is being claimed; or



(iv) the entity claiming experience should have been the designated operator of the Eligible Project.

**2.2.4** The Applicants shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from statutory auditors<sup>1</sup> of the Applicant or its Associates or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 10 (ten) financial years preceding the Application Due Date in respect of the projects specified in Clause 2.2.2 (A) above. In the event a particular job/ contract has been jointly executed by the Applicant (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from the statutory auditor of the client; and
- (ii) certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii).

For the purposes of this RFP, net worth (“**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting 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.

**In case of Funds:** In addition to Net Worth as set out under clause 2.2.4, Funds may also qualify on the basis of minimum investible funds (i.e. immediately available funds for investment and callable capital) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per SEBI Alternative Investment Funds Regulations, 2012), as applicable (“ACI\*”).

- (iii) In case of Funds and using ACI\* (Available Capital for Investment), ACI\* would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 months prior to the application deadline.
- (iv) certificate(s) from its statutory auditors/DGCA/civil aviation authority or the

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<sup>1</sup> In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3 (a). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.



concerned client(s) (applicable only in case of public owned airports), as the case may be, stating O&M Experience, for a period of 3 (Three) consecutive years (“Three Year Period”) out of the last 10 (ten) years preceding the Bid Due Date, in respect of eligible projects and confirming compliance with the requirements set out in the Clause 2.2.3 ;

2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

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

- (a) Number of Members shall not exceed 6 (six) but information sought in the Application may be restricted to 4 (four) members in the descending order of their equity contribution.
- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium.
- (c) Members shall nominate one member as the lead member (“**Lead Member**”), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV and also holding the highest equity stake amongst all other Members. In the event of two or Members holding the highest equal equity stake, the bidding Consortium shall clearly indicate in the Application which Member is to be considered the Lead Member and the Member so indicated or named shall be the Lead Member. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Applicant cannot at the same time be Member applying for Qualification. Further, a member of a particular Consortium cannot be Member of any other Consortium applying for Qualification;
- (f) the Members shall form an SPV to execute the Project, if awarded to the Consortium;
- (g) the Members shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (“**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being



short listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

- i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the 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 each of the Members, whose experience will be evaluated for Technical Capacity and Net Worth/ ACI 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 a period of 5 (five) years from the date of commercial operation of the Project, and
- v. deleted
- vi. commit that Members whose experience has been evaluated for Technical Capacity and Net Worth/for the purposes of this RFP, shall collectively hold, at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times until the fifth anniversary of the commercial operation date of the Project; and
- vii. include a statement to the effect that all Members shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the date of commercial operations of the Project is achieved in accordance with the Concession Agreement; and except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- viii. O&M Member or the Airport Operator as the case may be, shall be part of the Concessionaire for a period of ~~10 (ten)~~ 5 (five) years from the date of commercial operation of the Project, failing which the Concession Agreement shall be terminated. For avoidance of doubt, it is clarified that if the Airport Operator is unable to meet the performance standards set forth in the Concession then the Concessionaire can replace the operator with prior written approval from the Authority. The substitute operator shall continue to meet the O&M Experience as specified in Clause 2.2.3 (a).

2.2.7 Any entity which has been barred by 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 Application, would not be eligible to submit an Application, either individually or as Member.



2.2.8 An Applicant including any 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 Applicant, 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 Applicant, Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding process or on the implementation of the Project.

2.2.9 In computing the Technical Capacity and Net Worth/of the Applicant/ Members under Clauses 2.2.2 and 3.2, the Technical Capacity and Net Worth/ ACI\* of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Applicant/ Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Member (“Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation,

- i the ownership, directly or indirectly, of more than 50% (fifty per percent) of the voting shares of such person; or
- ii holding more than 50% (fifty percent) of the voting rights of such person by virtue of an agreement; or
- iii the power to govern the policy decisions of such person under statute or an agreement; or
- iv to appoint or remove the majority of the members of the board of directors; or
- v to cast the majority of votes at a meeting of the board of directors; 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.

2.2.10 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants 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, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other Members if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies



or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at qualification;

- (c) in responding to the qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.11 While Qualification is open to persons from any country, the following provisions shall apply;

- (a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid-up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Applicant 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 Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 4 (four) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 10 (ten) years or 5 (five) years or 3 (three) years or 1(one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.



### **2.3. Change in composition of the Consortium**

2.3.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority before signing of the Concession Agreement, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.

2.3.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.3 The modified/ reconstituted Consortium shall submit a revised joint bidding agreement.

2.3.4 The option of change in composition of the Consortium which is available under Clause 2.3.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been qualified.

2.3.5 For the avoidance of doubt, it is clarified that in the Bid Stage, the Bids may be opened only for the Bidders who have obtained the requisite security clearance in terms of the directives of Ministry of Civil Aviation or the extant laws. However, in case the security clearance gets delayed for any reasons whatsoever, the Bids of such Bidders, might be returned unopened.

### **2.4. Number of Applications and costs thereof**

2.4.1 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a Member shall not be entitled to submit another application either individually or as a Member of any other Consortium, as the case may be.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid 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 Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 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 RFP, or in any information or data given by the Authority.

## **2.6. Deleted**

## **2.7 Right to accept or reject any or all Applications**

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. In the event, that the Authority rejects or annuls all the Applications and/or Bids, it may, in its discretion, invite all Applicants and/or Bidder to submit fresh Application and/or Bids hereunder.



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

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security or Individual Bid Security (as the case may be) if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing 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 qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the 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 Applicant, without the Authority being liable in any manner whatsoever to the Applicant 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. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Individual Bid Security or Performance Security, as the case may



be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise.

#### 2.7.4 Deleted

### **2.8. Change in Ownership**

#### 2.8.1 Deleted

2.8.2 The Bidder hereby agrees and undertakes that if the Bidder is a special purpose vehicle established primarily for the purposes of holding Equity in the Concessionaire (such Bidder being an “**Promoter SPV**”), a transfer of any shareholding in such Promoter SPV shall constitute an indirect transfer of Equity by the Promoter SPV for the purposes of the Concession Agreement and be subject to the restrictions on transfer of shares as set forth in the Concession Agreement and the Shareholders Agreement.

2.8.3 By submitting the Bid, the Bidder acknowledges that it was qualified and short- listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 5th (fifth) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.8.1 shall apply only when the Bidder is a Consortium.

2.8.4 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security



or Individual Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

## **B. DOCUMENTS**

### **2.8. Contents of the RFP**

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.

#### **Request for Proposal**

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Information Memorandum of the Project
- VII. Format for Security Clearance
- VIII. Bank Guarantee for Bid Security
- IX. Bank Guarantee for Individual Bid Security
- X. Letter comprising the Financial Bid
- XI. Letter of Comfort

### **2.9. Clarifications**

- 2.9.1 Applicants requiring any clarification on the RFP may notify the Authority by e-mail in accordance with Clause 1.2.12. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority



shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Application Due Date. The responses will be uploaded on the website (<https://www.apeprocurement.gov.in>) or/and [www.apadcl.com](http://www.apadcl.com). The Authority will mention all the queries and its responses there to without identifying the source of queries.

- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. 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 2.9 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10. Amendment of RFP**

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendums.
- 2.10.2 Any Addendum thus issued, will be uploaded on the Authority's website [www.apadcl.com](http://www.apadcl.com) or/and e-procurement website [www.apeprocurement.gov.in](https://www.apeprocurement.gov.in).
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **C. PREPARATION AND SUBMISSION OF APPLICATION**

### **2.11. Language**

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



## **2.12. Format and signing of Application**

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

2.12.2 The Bid prepared by the Bidder shall comprise Technical Bid (together with documents required to be submitted along therewith pursuant to this RFP) and Financial Bid.

2.12.3 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.

## **2.13. Documents constituting Bids**

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

2.13.2 Each Bid shall contain:

- i. Application in the prescribed format (Appendix-I formats) along with Annexes and supporting documents;
- ii. Power of Attorney for signing the Application as per the format at Appendix- II;
- iii. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- iv. copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- v. copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- vi. Bid processing fee through RTGS (Scanned Copy) only in prescribed account in Clause 1.2.1; and
- vii. Bid Security in the format at Appendix-VIII; or Appendix IX
- viii. copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years, and
- ix. the Financial Bid (the "Financial Bid") in the format specified at Appendix – X
- x. the Letter of Comfort (the "Letter of Comfort"), if applicable for the Bidder in the format specified at Appendix -XI



xi. A copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (ii) hereinabove

2.13.3 In case the Bidders seeks for any queries, he shall e-mail to the following email:  
Email Address: [cgmtechapadcl@gmail.com](mailto:cgmtechapadcl@gmail.com) or [md-apadcl@ap.gov.in](mailto:md-apadcl@ap.gov.in)

2.13.4 Deleted

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### **2.14. Application Due Date**

2.14.1 Bid should be submitted by the Bidder at e-procurement website [www.apeprocurement.gov.in](http://www.apeprocurement.gov.in) not later than the time specified on the prescribed date (as the server time displayed on the e-procurement website).

2.14.2 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 Applications**

2.15.1 Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

#### **2.16. Modifications/substitution/withdrawal of Applications**

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, before the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 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.

2.16.3 Any alteration/modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **D. EVALUATION PROCESS**



## **2.17. Opening and Evaluation of Applications**

- 2.17.1 The Authority shall open the Technical Bids on the prescribed date and time specified in clause 1.3, at the office of APADCL, 4th Floor, IHC Corporate, Mangalagiri – 522503, AP, India. The Bidder's representatives who choose to attend shall sign a register evidencing their attendance. 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.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Applicants are advised that qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 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 Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Aggregate Experience Score of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Aggregate Experience Score and may also, while computing the Aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/or Bid in accordance with the provisions of Clauses 2.7.
- 2.17.9 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek



clarifications in writing from any Bidder regarding its Bid.

## **2.18. Confidentiality**

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the Applicants 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 Application, 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.

## **2.19. Tests of responsiveness**

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:

- (a) it is received as per format at Appendix-I and Appendix-X
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) Deleted
- (d) it is accompanied by the Bid Security or Individual Bid Security as specified in Clause 1.2.4;
- (e) it is accompanied by the Covering Letter, Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6(c);
- (f) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (g) it contains information in formats same as those specified in this RFP;
- (h) it contains certificates from statutory auditors<sup>2</sup> in the formats specified at Appendix- I of the RFP for each Eligible Project;
- (i) it is received on or before the date specified in Clause 1.3 and contains a demand draft towards the cost of the RFP document or an attested copy of

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<sup>2</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.



the receipt for payment to Authority towards the cost of the RFP document and TEFR document;

- (j) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6 (g);
- (k) it does not contain any condition or qualification; and
- (l) it is not non-responsive in terms hereof.

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

## **2.20. Clarifications**

**2.20.1** To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. 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 in writing by way of e-mail.

**2.20.2** If an Applicant does not provide clarifications sought under Clause 2.20.1 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 AND SELECTION OF BIDDER**

### **2.21. Shortlisting and notification**

After the evaluation of Technical Bids, the Authority would announce a list of shortlisted Bidders who will be eligible for participation in the Financial Bid Opening Stage. All communications will be via email. The Authority will not entertain any query or clarification from Bidders who fail to qualify. The Authority will return unopened Financial Bids of non-qualified bidders before the expiry of the Bid Security.



## **2.22 Selection of Bidder**

- 2.22.1 Subject to the provisions of Clause 2.19, the short-listed Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Per-Passenger Fee offered to the Authority shall ordinarily be declared as the selected Bidder (“Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.22.2 In the event that two or more Bidders quote the same amount of Per-Passenger Fee (“Tie Bidders”), the Authority shall identify the Selected Bidder by conducting re-bidding among the Tie Bidders, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend. For the avoidance of doubt, only those bids which quote a higher bid than the tie bid shall be considered.
- 2.22.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (“first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security or Individual Bid Security, as the case may be, as necessary, and match the Bid of the aforesaid Highest Bidder (“second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 2.22.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 2.22.3, the Authority may, in its discretion, invite fresh Bids (“third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security or Individual Bid Security, as the case may be, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 2.22.5 After selection, a Letter of Award (“LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.
- 2.22.6 The Authority shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in schedule bidding process. The Selected Bidder shall



not be entitled to seek any deviation, modification or amendment in the Concession Agreement. After the execution of the Concession Agreement, the Concessionaire will be required to submit the Performance Security within 60 (sixty) days of execution of Concession Agreement. In the event the Concessionaire fails to provide the Performance Security within a period of 90 (ninety) days from the date of execution of the Concession Agreement, the Authority may encash the Bid Security or Individual Bid Security, as the case may be, and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of the Concession Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated.. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

**2.22.7 Deleted**

~~1.22.8~~2.22.8 Deleted

## **2.23. Contacts during Bid Evaluation**

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, 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.

## **2.24. Bid Parameter**

**2.24.1** The Bid shall comprise the Per-Passenger Fee, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the highest Per-Passenger Fee shall ordinarily be the Selected Bidder.

### **2.24.2 Per -Passenger Fee**

The selected Bidder/Concessionaire shall pay to the Authority a fee in respect of each passenger (the “Per-Passenger Fee”) commencing from the 10th (tenth) anniversary of Phase IA COD on a monthly basis (the “Monthly Passenger Fee”) ~~in accordance with the following structure:calculated as follows:~~

~~(a) No Per Passenger Fee shall be payable for the first five (5) years from the Commercial Operations Date (COD).~~

~~(b) From the sixth (6th) year until the end of the ninth (9th) year from COD, the Monthly Passenger Fee shall be calculated as:~~

~~Monthly Passenger Fee = 0.5 × [(Per Passenger Fee × Domestic Passenger Traffic) + (2 × Per Passenger Fee × International Passenger Traffic)]~~



**(c) From the tenth (10th) year onwards, the Monthly Passenger Fee shall be calculated as:**

Monthly Passenger Fee = (Per-Passenger Fee × Domestic Passenger Traffic) + (2 × Per-Passenger Fee × International Passenger Traffic)

The Per-Passenger Fee shall be increased annually by the percentage variation in the Price Index from the preceding Accounting Year. ~~However, if the escalated Per Passenger Fee applicable in the ninth (9th) year exceeds the quoted Per Passenger Fee applicable from the tenth (10th) year onwards, then the escalated ninth (9th) year fee shall continue to apply from the tenth (10th) year onwards, and future escalations shall be computed from that base.~~

2.24.3 Deleted.

## **2.25. Proprietary data**

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

## **2.26. Correspondence with the Applicant**

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

## **2.27. License Fees**

i. Upon execution of the Concession Agreement and in further consideration of the Authority providing leave and licence rights for the Airport Site and City Side Development for the Project to the Concessionaire and granting the rights and access set forth in the Concessionaire Agreement, the Concessionaire shall pay Licence Fee to the Authority.

ii. **“Licence Fee”** means an annual licence fee of Rs. ~~2~~10,000/- (Rupees ~~ten~~twenty thousand only) per acre per annum, increased annually by 6% during the subsistence of ~~this RFP and the~~ Concessionaire Agreement;

**i. Lease Rent:**

i. Upon execution of the Concession Agreement and Land Lease Agreement providing Leasehold rights for the City side Development to the Concessionaire and granting the rights and access set forth in the agreement and Land Lease



Agreement, the Concessionaire shall pay Lease rent to the Authority as per the terms of the Land Lease Agreement.

ii. “Lease Rent” means an annual lease fee of Rs ~~210,000~~ (Rupees ~~twenty~~-ten thousand only) per acre per annum , increased annually by 6% during the subsistence of the Concession Agreement.

## **2.28. Project Development Fees**

- i. The Concessionaire has to pay Project Development Fees; Project Development Fees means a one-time lump sum amount of INR ~~45,80,00,000~~~~2210,900,00,000~~ (Rupees Twenty Two-Ten Crores and Ninety Lakhs Forty Five crores and Eighty Lakhs only) to be paid by the Concessionaire as pre-operative expenses incurred by the Authority on the Project till the execution of the Concessionaire Agreement.
- ii. The Concessionaire shall pay the Project Development Fees within a period of 30 (thirty) days of the Appointed Date.
- iii. The Project Development Fees payable by the Concessionaire shall be capitalized over Project Assets which will form part of the regulated asset base for the purposes of the determination of the Aeronautical Charges.



### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation parameters**

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet the prescribed criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:
  - (a) Technical Capacity;
  - (b) Financial Capacity; and
  - (c) O & M Experience

#### **3.2 Technical Capacity for purposes of evaluation**

- 3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience ("Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 ("Eligible Projects"):

Category 1: Project experience on Eligible Projects in airports sector that qualify under Clause 3.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3

Category 3: Construction experience on Eligible Projects in airports sector that qualify under Clause 3.2.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

#### **For the purpose of this RFP,**

- (a) airports sector would include the terminal building, cargo facilities, runway, ATC tower, MRO facilities and all project assets necessary for and associated with operation and expansion of the airport and shall also include city side development.
- (b) Core sectors would be deemed to include power (generation/transmission/distribution), information technology (IT) parks, ports, highways & bridges, expressways, railways (including metro rail), industrial parks/estates, logistic parks and real estate development provided further that in case of real estate development, the following categories of projects shall only be evaluated as Eligible Projects:



- i. development of a commercial real estate project at a single site with a minimum built up area of 150,000 (one hundred and fifty thousand) square metres; and/or
- ii. development of a residential or a residential cum commercial real estate project at a single site with a minimum built up area of 300,000 (three hundred thousand) square metres; and/or
- iii. development of a residential township with a minimum area of 100 (hundred) acres and a minimum built up area of 300,000 (three hundred thousand) square metres.

Built up area shall have the meaning as ascribed in the laws of the corporation.

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project under Category 1 and 2:

- (a) It should have been undertaken as a PPP project on DBFOT, BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
- (b) ~~the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed the entity claiming experience should have held, in the company owning the Eligible Project, either directly or indirectly, a minimum of 26% (twenty six per cent) equity from the date of signing of the Concession Agreement till date of commercial operations of the Eligible Project for which Eligible Experience is being claimed; and should have been designated as the lead member for such Eligible Project,~~
- (c) the capital cost of the project should be equal to or more than INR 110,00,00,000/- (Rupees One hundred and Ten crores only);
- (d) the entity claiming experience shall, during the last 10 (ten) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land); and (ii) collected and appropriated the revenues from users availing of nondiscriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.



Provided that in case of real estate development, the following conditions shall apply:

- (i) the entity claiming experience should have taken overall responsibility for design, engineering, financing, risk management and construction of the Eligible Project;
- (ii) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six per cent) equity and should have been designated the lead member for such Eligible Project, from the date of signing of the concession agreement till date of commercial operations of the Eligible Project for which the Eligible Experience is claimed;
- (iii) the capital cost for the Eligible Projects with the minimum built-up area as set out in Clause 3.2.1 shall be deemed to be INR 110,00,00,000/- (Rupees One hundred and Ten crores). For the avoidance of doubt, the deemed capital cost for Eligible Projects with a built-up area greater than the minimum areas specified in Clause 3.2.1 shall be calculated on a pro-rata basis; and
- (iv) The Eligible Project shall have been commissioned for use.

For example, a project having an estimated capital cost of INR 5,000,00,00,000/- (Rupees five thousand crores only) shall be eligible under this Clause 3.2.3 if (a) the total capital expenditure incurred is equal to or more than INR 110,00,00,000/- (Rupees One hundred and Ten crores only); and (b) such part of the project for which the capital expenditure is being claimed has been commissioned for use.

#### **3.2.4 For a project to qualify as an Eligible Project under Category 3 and 4:**

- (a) the Bidder should have undertaken overall responsibility for engineering and construction of the Eligible Project;
- (b) the Bidder or its Associate claiming construction experience should have held more than 50% (fifty per cent) of the paid up and subscribed share capital of the company constructing the Eligible Project; and
- (c) the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 10 (ten) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, total payments/receipts for a particular Eligible Project of less than INR 110,00,00,000/- (Rupees one hundred and Ten crores only) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not



include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.2.5 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only even though the Applicant (either individually or along with a Member) may have multiple role in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form. It is hereby clarified that provisions of this Clause 3.2.4 shall not be applicable to Eligible Projects under O&M experience under Clause 2.2.3.

3.2.6 Subject to the provisions of Clause 3.2.7, a Bidder's experience shall be measured and stated in terms of a score ("Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.2.6: Factors for Experience across categories

Categories	Factor
Category 1	1. 25
Category 2	1.0
Category 3	0.75
Category 4	0.50

The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a country which is a member of the OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.2.7 Experience for any activity relating to an Eligible Project shall not be claimed by 2 (two) or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### **3.3 Details of Experience**



- 3.3.1 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.3.2 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.
- 3.3.3 The Applicant should furnish the details of Eligible Experience for the last 10 (ten) financial years immediately preceding the Application Due Date.
- 3.3.4 The Bidder should provide the necessary information relating to O&M Experience as per the format at Annexure-V of Appendix-I.

#### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the date on which the Application is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the audited annual report is not being provided.
- 3.4.3 The Applicant must establish the minimum Net Worth/ ACI specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

#### **3.5 Qualification of Applicants**

- 3.5.1 The credentials of Applicants shall be measured in terms of their Experience Score as specified in Clause 3.2.6. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty-six per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.
- 3.5.2 The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and would announce the short-listed Bidders. The Authority expects to short-list upto 6 (six) Applications for participation in the financial bid. The Authority, however, reserves the right to increase the number of short-listed Applications by adding additional Applicant. The Authority will not entertain any query or clarification from Bidders who fail to qualify.
- 3.5.3 The Authority may, in its discretion, maintain a reserve list of qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their



withdrawal from the Bidding Process or upon their failure to confirm to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid.

## **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant 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 Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant 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 Without prejudice to the rights of the Authority under applicable law, if the Bidder/Concessionaire is found to have engaged in a fraudulent, coercive, undesirable or restrictive practice, such Bidder/Concessionaire shall be disqualified from the bidding process or, if already appointed, the Concession Agreement shall be liable for termination. The Bidder/Concessionaire shall further be blacklisted from participating in any project tendered by the Authority for a period of not less than five (5) years. In such case, the Performance Security shall be forfeited in full without prejudice to other remedies available to the Authority
- 4.4 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any



time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. In case the pre-bid conference is an unscheduled holiday, the same will be held in the next working day at the same time and place. A maximum of five (5) representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 The Bidder is advised to study the Bidding Documents completely, undertake site visits and submit the queries in writing or by fax or by email to the Authority. The queries should be sent to the Authority at least 5 (five) working days before the scheduled Pre-Bid Conference.



## **6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vishakhapatnam Vijayawada, Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
  
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) qualify or not to qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
  
- 6.3 It shall be deemed that by submitting the Application, the Applicant 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.



## **APPENDICES**

### **APPENDIX-I**

#### **Letter Comprising the Application** (Refer Clause 2.13.2)

Dated:

To,

The Managing Director,  
AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL)  
4th Floor, IHC Corporate,  
Mangalagiri – 522503, AP, India.

**Sub: Bid for the Development, Operation and Maintenance of greenfield airport at  
Dagadarthi, Nellore District, Andhra Pradesh Project**

Dear Sir,

1. With reference to your RFP document dated .....<sup>3</sup>, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for the aforesaid project. The Application is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Applicants for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying and selection as a Bidder for the designing, engineering, financing, procurement, construction, operation and maintenance of the aforesaid Project.

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<sup>3</sup> All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.



4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
  - b. I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of 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; and
  - 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; and
  - e. the undertakings given by us along with the Application in response to this RfP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet (s) all the requirements as specified in the RFP document and are/ is qualified to submit the Bid.



10. I/We declare that we/ any Member, or our/ its Associates are not a member of a/ any other Consortium submitting a Bid for the Project.
11. 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 Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. 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 Associates have not been charge sheeted by any agency of the Government or convicted by a Court of Law.
13. I/We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-V thereof.
15. I/We further certify that we/ any Member or any of our/ their Associates are not barred by the Central Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Application.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
17. The Statement of Legal Capacity as per format provided at Annex-VI in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendices II and III respectively of the RFP, are also enclosed.
18. I/We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or the Indian Companies Act, 2013 (as the case may be) or shall incorporate as such prior to execution of the Concession Agreement.



19. I/we hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3
20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
21. I/ We certify that in terms of the RFP, my/our Networth is Rs. .... (Rupees in words) and the Aggregate Experience Score is ..... (number in words).
22. I/We acknowledge and agree that in the event of a change in control of an Associate / Consortium Member whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RfP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, 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 the Authority being liable to us in any manner whatsoever.
23. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
24. I/We have studied all the Bidding Documents carefully, surveyed the site for the Project and examined all aspects relating to the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
25. I/We offer a Bid Security of Rs 5,00,00,000 3,25,00,000 (Rupees Five Crores Three Crores Twenty Five Lakhs Only) to the Authority in accordance with the RfP Document.
26. The Bid Security in the form of a Bank Guarantee is attached.
27. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.



28. The Per-Passenger Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RfP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
29. I/We agree and undertake to abide by all the terms and conditions of the RfP document.
30. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RfP.
31. I/We hereby undertake and agree that the Bid as set out in Appendix X is the Bid submitted by us for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:
32. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,  
Date: (Signature, name and designation of the Authorised  
Signatory)

Place: Name and seal of the Applicant/ Lead Member



## **ANNEX-I**

### **Particulars of the Applicant**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
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 Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:



<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role {Refer Clause 2.2.6 (d)}<sup>b</sup></b>	<b>Percentage of equity in the Consortium {Refer Clauses 2.2.6 (a), (c) &amp; (g)}</b>
1.			
2.			
3.			
4.			

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

**Name of Applicant/ Member of Consortium:**

<b>No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1.	Has the Applicant/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. Deleted.

7. A statement by the Applicant and each of the Member (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below.



## ANNEX – II

### Technical Capacity of the Applicant@

*(Refer to Clauses 2.2.2(A), 3.2 (except 3.2.4) and 3.3 of the RFP)-*

Bidder type# (1)	Member Code <sup>Y</sup> (2)	Project Code <sup>YY</sup> (3)	Category\$ (4)	Experience <sup>£</sup> (Equivalent Rs. crore)\$\$			Applicable factor as per Clause 3.2.6 (8)	Experience Score <sup>££</sup> (9)
				Payments made/received for construction of Eligible Projects in Categories 3 and 4 as per clause 3.2.1 (5)	Payments made for development of Eligible Projects in Categories 1 and 2 as per clause 3.2.1 (6)	Revenues appropriated from Eligible Projects in Categories 1 and 2 as per clause 3.2.1 (7)		
Single entity Bidder		A						
		B						
		C						
		D						
Consortium Member 1		1a						
		1b						
		1c						

*Request for Proposal***Development, Operation and Maintenance of a Greenfield Airport at Dagadarthi, Nellore District in Andhra Pradesh on PPP basis**

Bidder type <sup>#</sup>	Member Code <sup>¥</sup>	Project Code <sup>¥¥</sup>	Category <sup>\$</sup>	Experience <sup>£</sup> (Equivalent Rs. crore) <sup>\$\$</sup>			Applicable factor as per Clause 3.2.6	Experience Score <sup>££</sup>
				Payments made/received for construction of Eligible Projects in Categories 3 and 4 as per clause 3.2.1 (5)	Payments made for development of Eligible Projects in Categories 1 and 2 as per clause 3.2.1 (6)	Revenues appropriated from Eligible Projects in Categories 1 and 2 as per clause 3.2.1 (7)		
(1)	(2)	(3)	(4)				(8)	(9)
	1d							
Consortium Member 2		2a						
		2b						
		2c						
		2d						
Consortium Member 3		3a						
		3b						
		3c						
		3d						
Consortium Member 4		4a						
		4b						



<b>Bidder type<sup>#</sup></b>	<b>Member Code<sup>¥</sup></b>	<b>Project Code<sup>¥¥</sup></b>	<b>Category<sup>\$</sup></b>	<b>Experience<sup>£</sup></b> (Equivalent Rs. crore) <sup>\$\$</sup>			<b>Applicable factor as per Clause 3.2.6</b>	<b>Experience Score<sup>££</sup></b>
				<b>Payments made/received for construction of Eligible Projects in Categories 3 and 4 as per clause 3.2.1</b> <b>(5)</b>	<b>Payments made for development of Eligible Projects in Categories 1 and 2 as per clause 3.2.1</b> <b>(6)</b>	<b>Revenues appropriated from Eligible Projects in Categories 1 and 2 as per clause 3.2.1</b> <b>(7)</b>		
(1)	(2)	(3)	(4)				(8)	(9)
	4c							
	4d							
<b>Aggregate Experience Score =</b>								

Category 1: Project experience on Eligible Projects in airports sector that qualify under Clause 3.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3

Category 3: Construction experience on Eligible Projects in airports sector that qualify under Clause 3.2.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

- a) airports sector would include the terminal building, cargo facilities, runway and all project assets necessary for and associated with operation and expansion of the airport and shall also include city side development.
- b) core sectors would be deemed to include power (generation/transmission/distribution), information technology (IT) parks, ports, highways & bridges, expressways, railways (including metro rail), industrial parks/ estates, logistic parks and real estate development provided further that in case of real estate development, the following categories of projects shall only be evaluated as Eligible Projects:
  - i. development of a commercial real estate project at a single site with a minimum built up area of 150,000 (one hundred and



*Request for Proposal*

**Development, Operation and Maintenance of a Greenfield Airport at Dagadarthi, Nellore District in  
Andhra Pradesh on PPP basis**



fifty thousand) square metres; and/or

- ii. development of a residential or a residential cum commercial real estate project at a single site with a minimum built up area of 300,000 (three hundred thousand) square metres; and/or
- iii. development of a residential township with a minimum area of 100 (hundred) acres and a minimum built up area of 300,000 (three hundred thousand) square metres.

**Factors for Experience across categories**

<b>Categories</b>	<b>Factor</b>
Category 1	1.25
Category 2	1.0
Category 3	0.75
Category 4	0.50



<sup>®</sup> Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

<sup>#</sup>A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.

<sup>¥</sup>Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member. Bidders shall clearly indicate the Member Code.

<sup>¥¥</sup>Refer Annex-IV of this Appendix-I. Add more rows if necessary.

<sup>§</sup> Refer Clause 3.2.1.

<sup>£</sup>In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

<sup>\$\$</sup>For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 86(Eighty Six) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

<sup>££</sup>Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.



### ANNEX-III

#### **Financial Capacity of the Applicant**

*(Refer to Clauses 2.2.2 (B) and 3.4 of the RFP)*

**(In Rs. crore\$\$)**

<b>Applicant type</b> \$	<b>Member Code</b> £	<b>Proposed Equity Shareholding in Consortium (%)</b>	<b>Net Cash Accruals</b>					<b>Net worth/ in (INR Crores)</b>
			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	
Single entity Bidder								
Consortium Member 1								
Consortium Member 2								
<b>TOTAL</b>								

**Name & address of Applicant's Bankers:**

\$ An Applicant consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

£For Member Code, see instruction 4 at Annexure-IV of this Appendix-I.

€The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

\$\$ For conversion of other currencies into rupees, see note below Annexure-II of Appendix-I.



**Instructions:**

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Consortium Members and its/their Associates where the Applicant is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation
3. Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium 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.
4. Year 1 will be the latest completed financial year, preceding the Application. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
6. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.
7. In case of ACI, the applicant shall provide certificate (specifying methodology adopted) issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 months prior to the application deadline.
8. The Bidder shall also provide the name and address of its Bankers.

**ANNEX-IV****Details of Eligible Projects***(Refer to Clauses 2.2.2 (A), 3.2 and 3.3 of the RFP)***Project Code:****Member Code:**

<b>Item (1)</b>	<b>Refer Instructions</b>	<b>Particulars of the Project</b>
Name & nature (DBFOT, BOT, Lease, EPC)		
Category	5	
Sector	6	
Year-wise (a) Amount paid for or payments received for construction of Eligible Project(s) in Category 3 and 4 as specified in Clause 3.2.1 (b) payments made for development of Eligible Project(s) in Category 1&2 specified in Clause 3.2.1 and/or (c) revenues appropriated. In case of Eligible Project in the Real Estate Sector, indicate the built-up area (in sq metres) of the projects developed at a single site In case of township projects, the developed area in acres along with the built up area to be mentioned.	7	
Entity for which the project was constructed/ developed	8	
Location (City, Country)		
Project cost	9	
Date of commencement of project/ contract		
Date of completion/ commissioning, as Applicable	10	
Equity shareholding (with period during which equity was held)	11	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No) If, yes provide details of the same.	16	



### Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFP, as the case may be. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Refer to Clause 3.2.1 of the RFP for category number.
6. Mention the sector to which the Eligible Project belongs – viz. airport, highways, expressways, power (only generation), ports, railways and metro rail.
7. The total payments received/ made for each Eligible Project are to be stated in Annexure-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 10 (ten) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
8. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor etc.) may be provided. In case of projects in Category 3 and 4, similar particulars of the client need to be provided.
9. Provide the estimated project cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4.
10. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Category 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
11. For Categories 1, 2, 3 and 4, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3 and 3.2.4).
12. Experience for any activity relating to an Eligible Project shall not be claimed by two



or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

13. Certificate from the Bidder's statutory auditor<sup>\$</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/ Associate may provide the requisite certification.
14. If the Bidder is claiming experience under Categories 1 & 2<sup>£</sup>, it should provide a certificate from its statutory auditor in the format below for Category 1 and 2 projects separately:
15. If the Bidder is claiming experience under Category 3 and 4 , it should provide a certificate from its statutory auditors in the format below for Category 3 and 4 projects separately:
16. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate from Statutory Auditor / Company Secretary substantially as per the format below.
17. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score<sup>&</sup>.

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<sup>\$</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

<sup>£</sup> Refer Clause 3.2.1 of the RFP &  Refer Clauses 3.2.1 and 3.2.4 of the RFP.  
& Refer Clause 3.2.6 of the RFP.



**Schedule 1: Certificate from the Statutory Auditor regarding Development Experience  
in Eligible projects<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Applicant/Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held Rs. ..... cr. (Rupees ..... Crore of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)\$. The project was commissioned on ..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs.....cr. (Rupees ..... Crore), of which Rs. ..... cr. (Rupees ..... Crore) of capital expenditure was incurred by the (name of the Applicant/ Member/ Associate) year-wise during the last 10 (ten) years preceding the Application Due Date, as mentioned below:

.....

The said project qualifies as ..... Category 1/Category 2 project as per clause 3.2 of the RFP.

<sup>Φ</sup> Provide Certificate substantially in this this format. Attach Explanatory Notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant, or its Associate may provide the certificates required under this RFP. Statutory auditor means the entity that audits and certifies the annual accounts of the company



**Schedule 2 (a): Certificate from the Statutory Auditor regarding Development Experience in Eligible projects**

**(In case of Category 1)**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Applicant/Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held Rs. ..... cr. (Rupees ..... Crore) of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)¥. The project was commissioned on ..... (date of commissioning of the project).

We further certify that \_ \_ (name of the project), has been developed as a [commercial / residential] project with a built-up area of ..... (in words) square metres spread over a site and measuring ..... (in words) square metres by ..... (name of the Applicant/Member/Associate) at a single site located at ..... (details of the site) during the period .....

The occupancy certificate for the project dated \_\_\_\_\_ issued by \_\_\_\_\_ (name of the competent authority) has been verified for the built up area in the supporting documents.

**OR**



**Schedule 2 (b): Certificate from the Statutory Auditor regarding Development Experience in Eligible projects**

**(In case of Category 2)**

Based on its books of accounts and other published information authenticated by it, this is to certify that..... (name of the Applicant/Member/Associate) is / was an equity shareholder in ..... (title of the project company) and holds/ held Rs. ..... cr. (Rupees ..... Crore) of equity (which constitutes .....%<sup>E</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to .....(date)  $\text{₹}$ . The project was commissioned on ..... (date of commissioning of the project).

We further certify that (name of the project), has been developed as a township project having a developed area of..... (in words) acres and built up area of .....(in words) square metres, by ..... (name of the Applicant/Member/Associate) at a single site located at ..... (details of the site) during the period .....

The said project qualifies as ..... Category 2 project as per clause 3.2 of the RFP.

The occupancy certificate for the project dated issued by (name of the competent authority) has been verified for built up area in the supporting documents.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation  
of the authorised signatory)

Date:



**Schedule 3: Certificate from the Statutory Auditor/ Client regarding construction works  
(In case of Category 3 and 4)□**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Applicant /Member/Associate) was engaged by ..... (name of the project company) to execute ..... (name of project) for ..... (nature of project)}□. The construction of the project commenced on ..... (date) and the project was/ is likely to be commissioned on..... (date, if any). It is certified that ..... (name of the Applicant / Member/ Associate) received/paid INR. ..... cr. (Rupees ..... Crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is INR. ..... cr. (Rupees ..... Crore), of which the Applicant Member/Associate received/paid INR. ..... (Rupees ..... Crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP, during the past ten financial years as per year-wise details noted below:

.....  
.....

The said project qualifies as Category 3/category 4 project as per clause 3.2 of the RFP.

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}~*

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation  
of the authorised signatory)

Date:

(Rupees ..... Crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP, during the past ten financial years as per year-wise details noted below:

□ Refer Clauses 3.2.1 and 3.2.4 of the RFP.

~This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if



the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

Provide Certificate substantially as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that ..... (name of Applicant / Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the ..... (name of Project) through.....(name of the contractor).cr.



**Schedule 4: Certificate from Statutory Auditor/ Company Secretary of the Applicant  
regarding Associate\$**

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of the Applicant / Consortium Member/ Associate) is held, directly or indirectly, by ..... (name of Associate/ Applicant / Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFP.

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

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

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

\$ In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of “control” is not broken.

The Bidder /the designated O&M Member should provide certificate from DGCA/MoCA/ civil aviation authority in the format below:



**Certificate from Statutory Auditor/ (DGCA/ MoCA/ civil aviation authority/ Statutory Authority)  
regarding Operation of Airports**

Based on its books of accounts /airport license/permit and other statutory document duly authenticated by it, this is to certify that ..... (name of the Bidder/Member/Associate) is/ was an equity shareholder in ..... . (title of the project company) that has operated and maintained the ..... (name of the airport).

..... (name of the Bidder/Member/Associate) has been operating and maintaining the said airport from ..... (through Contract dated.....between..... and ..... ) to..... The annual Passenger throughput for each of the years during the said period along with the Skytrax and ASQ rating as applicable is tabulated below:

Sr. No	Year of Operation	Passenger Throughput in mppa	Annual Skytrax Ranking	Overall ASQ ranking - quarterly			
				Q1	Q2	Q3	Q4
1.							
2.							
3.							

We further certify that..... (name of the Bidder/Member/Associate) has, at all times during the Period,

*(strike off whatever is not applicable)*

- held above fifty per cent in ..... (name of the company), which owns the said airport.
- held above fifty per cent in . (name of the company), to whom the said airport has been leased to
- held above fifty per cent in (name of the company), which operates / operated the said airport on contract from the (name of the company), airport owner /developer / lessee been the operator of the said airport

Name of the audit firm

Seal of the audit firm

Date: (Signature, name and designation of the authorized signatory).



## ANNEX-V

### **O&M Experience of Bidder**

(Refer to Clause 2.2.3)

#### **PART A**

(applicable in case single Bidder/Consortium has O&M Experience on its/their own)

- 1) Name of Member claiming O&M Experience:
- 2) Name of the Entity whose experience is being claimed (if applicable):
- 3) Name of airport operated with location (mention city, country):
- 4) Period of operations (in the 3 (three) calendar years preceding the Bid Due Date):
- 5) Is O&M Experience being claimed by virtue of (refer to Clause 2.2.3)
  - a. having held more than 50% (fifty per cent) equity in the company owning the Eligible Project OR
  - b. having held more than 50% (fifty per cent) equity in the company to which the Eligible Project has been leased out OR
  - c. having held more than 50% (fifty per cent) equity in the company operating the Eligible Project OR
  - d. having been the airport operator.

Provide documentary evidence in support of above from DGCA/MoCA/ civil aviation authority as per form provided in Annexure I of Appendix I

2. Details of O&M Experience (in the 3 (Three) calendar years preceding the Bid due date):

<b>Sr. No</b>	<b>Year of Operation</b>	<b>Passenger Throughput in mppa</b>	<b>Annual Skytrax Ranking</b>	<b>Overall ASQ ranking quarterly</b>			
				<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
1.							
2.							
3.							
4.							
5.							
6.							



Provide documentary evidence in support of above from DGCA/MoCA/ civil aviation authority in case of Year of Operation and Passenger Throughput and from relevant reports / certification issued by ACI / Skytrax as proof in case of overall annual ranking of the airport. For the purposes of this RfP, the ASQ or Skytrax ranking shall mean the overall ranking of the Eligible Project for the relevant year or quarters as issued by Skytrax or ACI, as the case may be.

In respect of O&M Experience, provide details of only those projects that have been undertaken by the Bidder under its own name or by its Associate as set out in Clause 2.2.3.



## **PART B**

(applicable in case single Bidder/Consortium enters into an agreement with an O&M entity who has the relevant O&M Experience) Statement on inclusion of O&M entity

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

Ref. Date:

To,

.....  
.....  
.....

Dear Sir,

We hereby confirm that we/the Consortium (constitution of which has been described in the Bid) have

entered into an agreement dated [●] ("Agreement") with (insert name) and have complied with the terms and conditions laid out in the Clause 2.2.3 (b) of this RfP.

We agree and undertake that (insert name) will act as the O&M entity for the Project in accordance with clause 2.2.3 (b) of this RfP and perform the O&M obligations as set out in the Concession Agreement, failing which the Concession Agreement shall be terminated.

We undertake that there shall no amendment to the Agreement without the prior written approval of the Authority.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**Notes:**

1. A copy of the Agreement should be enclosed.
2. A legal opinion from the legal counsel of the Bidder/Consortium with respect to the authority of each of the parties to the Agreement to enter into the Agreement and the enforceability of the provisions thereof should be provided.



## **ANNEX-VI**

### **Statement of Legal Capacity**

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

Ref. Date: [●]

To,

The Managing Director,  
AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL)  
4th Floor, IHC Corporate,  
IT Park, Mangalagiri – 522503, AP, India.

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) 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 authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, (Signature, name and designation of the authorised signatory)

For and on behalf of.....

\* Please strike out whichever is not applicable.



## **APPENDIX-II**

### **Power of Attorney for signing of Application**

*(Refer Clause 2.2.5)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... 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 application for qualification and submission of our bid for the Development of the Greenfield Airport on Public Private Partnership Basis at Dagadarthi, Nellore District in Andhra Pradesh proposed by the Andhra Pradesh Airport Development Corporation Limited ("Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid 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 Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....,  
20.....

For

(Signature, name, designation and address)

Witnesses:



1.

2.

(Notarised)

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 Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



## APPENDIX-III

### Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the Andhra Pradesh Airports Development Corporation Limited (“Authority”) has invited applications from interested parties for the Development of the Greenfield **International**-Airport on Public Private Partnership Basis at Dagadarthi in Andhra Pradesh (the “Project”).

Whereas, ..... and .....

..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP), and other connected documents in respect of the Project, and

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

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at....., M/s..... having our registered office at ....., 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”). We 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 Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders 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 Project 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.

..... (Executants)

(To be executed by all the Members of the Consortium)

**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.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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## **APPENDIX-IV**

### **Joint Bidding Agreement for the Consortium**

*(Refer Clause 2.13.2)*

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....,  
20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or the Companies Act, 2013, as the case may be <sup>4</sup>} 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. {..... Limited, a company incorporated under the Companies Act, 1956 or the Companies Act, 2013, as the case may be} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or the Companies Act, 2013, as the case may be} 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)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 or the Companies Act, 2013, as the case may be} and having its registered office at .....

---

<sup>4</sup> A Bidder who is registered abroad may substitute the words,viz “a company registered under the Companies Act, 1956” by the words,viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”.



(hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and assigns) )<sup>5</sup>

The above-mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “Party”

**WHEREAS**

- (A) The Andhra Pradesh Airport Development Corporation Limited and having its principal offices at [•] (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 applications (the **Applications**) by its Request for Proposal No. ..... dated ..... (the “**RFP**”) for qualification and selection of bidders development, operation and management of a greenfield **International** airport at Dagadarthi, Andhra Pradesh (“**Project**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) 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 Application.

**NOW IT IS HEREBY AGREED as follows:**

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other

---

<sup>5</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four ).



consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “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 Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member<sup>6</sup> of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- (c) Deleted
- (d) Party of the Third Part shall be the Other Member of the Consortium.}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is 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:

Fourth Party:

**6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed**

<sup>6</sup> If Lead Member is also the Financial Member.



and paid up equity share capital of the SPV shall, at all times till the seventh anniversary of the date of commercial operation of the Project, be held by the Parties of the First and Second} Part whose experience and net-worth have been reckoned for the purposes of qualification of Applicants for the Project in terms of the RFP.

- 6.3 Deleted
- 6.4 The Parties undertake that each of the Parties specified in Clauses 6.2 and 6.3 above shall, at all times between the commercial operation date of the Project and the seventh anniversary thereof, hold subscribed and paid-up equity share capital of SPV equivalent to at least [5% (five per cent) of the Project Cost].
- 6.5 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the seventh anniversary of the commercial operation date of the Project.
- 6.6 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 organised, 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 authorised 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 favour 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 organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, 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



v. 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

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate 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 Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

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

9.2 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 WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

**Notes:**

1. 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



## APPENDIX-V

### Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India  
Department of Disinvestment  
Block 14, CGO Complex New Delhi.  
Dated 13th July, 2001.

### OFFICE MEMORANDUM

**Sub:** Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.



- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/- (A.K. Tewari)

Under Secretary to the Government of India



## APPENDIX-VI

### Information Memorandum

#### Project Site

The Proposed Airport site (identified by district administration is) is located about 30 km North of Nellore. It is situated on west side of Guntur-Chennai Highway (NH-16).

**Figure: Location of Dagadarthi Airport Site**



The proposed site at Dagadarthi is well connected to other parts of state by well-developed network of National and State Highways.

#### Distances of towns by road from Dagadarthi

Sr. No.	Towns	Distance by Road from Dagadarthi (in km)
1.	Kavali	32
2.	Gudur	52
3.	Kandukur	65

The site is well connected by railway network as can be seen from below table.

#### Distances of nearby railway stations from Dagadarthi

Sr. No.	Railway Station	Distance by Rail from Dagadarthi (in km)
1.	Alluru	8



2.	Talamanchi	11
3.	Bitragunta	13
4.	Nellore	27

#### Distances of nearby Airports from Dagadarthi

Sr. No.	Airports	Approx. Distance from Dagadarthi (in km)
1.	Tirupati	120 (approx.)
2.	Kadapa	172 (approx.)
3.	Chennai	175 (approx.)
4.	Vijayawada	297 (approx.)

Tirupati is the nearest airport about 120 km from Dagadarthi. The nearest Indian Air-force is Tambram, Chennai at a distance of 200 km from the site and its bearing is 175 degree.

Total Land to be conceded for Airside development with Airport city side area is 582.50 Acres, with an additional land for approach road of 24 Acres.

A few salient features of the project are shown below.

This phased approach outlines a total development period of 45 years, with each phase's specific time horizon and projected traffic detailed below:

#### Project Phasing – Based on Passenger Demand

<u>S. No</u>	<u>Phase</u>	<u>Design Daily Demand (PAX)</u>	<u>Design Air Traffic Movement</u>	<u>Design Peak Hour Passengers</u>
<u>1</u>	<u>Phase-IA</u>	<u>2282</u>	<u>27</u>	<u>799</u>
<u>2</u>	<u>Phase-IB</u>	<u>3857</u>	<u>35</u>	<u>1148</u>
<u>2</u>	<u>Phase-II (2040-41 to 2054-55)</u>	<u>12244</u>	<u>89</u>	<u>2449</u>
<u>3</u>	<u>Phase-III</u>	<u>25940</u>	<u>189</u>	<u>5188</u>



<u>S. No</u>	<u>Phase</u>	<u>Design Daily Demand (PAX)</u>	<u>Design Air Traffic Movement</u>	<u>Design Peak Hour Passengers</u>
	<u>(2055-56 to 2069-70)</u>			
<u>4</u>	<u>Phase-IV (Extension Phase)</u>	<u>41198</u>	<u>301</u>	<u>8240</u>

<u>S. No</u>	<u>Phase</u>	<u>Design Daily Demand (PAX)</u>	<u>Design Air Traffic Movement</u>	<u>Design Peak Hour Passengers</u>
<u>1</u>	<u>Phase-1 (2025-26 to 2039-40)</u>	<u>3827</u>	<u>29</u>	<u>1148</u>
<u>2</u>	<u>Phase-2 (2040-41 to 2054-55)</u>	<u>12244</u>	<u>93</u>	<u>2449</u>
<u>3</u>	<u>Phase-3 (2055-56 to 2069-70)</u>	<u>25940</u>	<u>218</u>	<u>5188</u>

Annual passenger forecast at Dagadarthi Airport has been provided in the table below.

Annual passenger forecast for 45 years (in Millions)

	Base Year Annual Passengers (FY26)	FY30	FY 35	FY40	FY50	FY60	FY70
Total	0.38	0.56	0.91	1.4	3.2	5.8	9.5

Annual Cargo forecast at Dagadarthi Airport has been provided in the table below.

Annual Cargo forecast in Tonnes

	Annual Cargo forecasts (Tonnes) (FY26)	FY30	FY 35	FY40	FY50	FY60	FY70
Total	1,900	2,782	4,342	5,978	11,328	20,206	32,914



## APPENDIX - VII

Annexure – D (As per MHA terminology)

### **Self-declaration for company and Director(s) for whom security clearance is sought**

- a. Name & Address and registration number of the company
- b. Name and address of owners, promoters and directors of the company
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_ 4. \_\_\_\_\_
- c. Is the company owners promoters or directors listed above, the subject of any
  1. Preventive detention proceedings (PSA/NSA etc) Yes/NO



2. Criminal Proceedings Yes/NO

d. If YES, please provide following details

1. Detention/Case/FIR/Warrant Number
2. Police Station/ District/Agency
3. Section of Law
4. Name and Place of Court

e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the company.

Annexure- B (As per MHA terminology)

### **Application Proforma for Security Clearance**

#### **I. Details in respect of Company/Firm (Indian/Foreign)**

Sl No	Full Name of the Company and its Foreign Collaborator, if any	Date of Registration of the Company	Address of Head Office, Regional Offices and Registered Office	Previous Name of the Company, if any	Details of earlier approvals, if any ( Ref No and Date)

#### **II. Details in respect of Directors**



Sl No	Full Name of Board of Directors	Present Position held with date (since when)	Date of Birth	Parentage	Present & Permanent Address	Nationality	Passport Nos. and Issue date, if any	Contact Address & telephone number

III. Details of Shareholders of applicant company (All firms/companies/entities/Individuals having shareholding more than 10%)

Sl No	Full Name	Parentage Father/Mother	Date of Birth	Permanent Address	Present Address	Present position held in the company, if any	Nationality (if holding Dual nationality, both must be clearly mentioned)	% of shares held in the company

IV. Details of Criminal cases, if any, against the Company/Director(s) as per Annexure

### APPENDIX-VIII

#### Bank Guarantee for Bid Security (Refer Clauses 2.1.7 and 1.2.4)

B.G. No. Dated:

1. In consideration of you, AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL) 4th Floor, IHC Corporate, Mangalagiri – 522503, AP, India. (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/the Companies 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 development, operation and maintenance of a greenfield airport at Dagadarthi, Nellore District, Andhra Pradesh through Public Private Partnership on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis (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 2.1.6 read with Clause 2.1.7 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 5,00,00,000 3,25,00,000 (Rupees ~~Five Crores~~ Three Crores Twenty Five Lakhs 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 5,00,00,000 3,25,00,000 (Rupees ~~Five Crores~~ Three Crores Twenty Five Lakhs 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 exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be



enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before



proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs ~~5,00,00,000~~ 3,25,00,000 (Rupees ~~Five Crores~~ Three Crores Twenty Five Lakhs 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 (one hundred and eighty) days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ..... its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## APPENDIX-IX

### Bank Guarantee for Individual Bid Security (Refer Clauses 2.1.7 and 1.2.4)

B.G. No. Dated:

1. In consideration of you, AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL) 4th Floor, IHC Corporate, Mangalagiri – 522503, AP, India. (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/the Companies 2013} and having its registered office at ..... (hereinafter referred to as the “**Guarantor**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the development, operation and maintenance of a greenfield airport at Dagadarthi, Nellore District Andhra Pradesh through Public Private Partnership on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis (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 Guarantor, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 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 Guarantor and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs [●] (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Guarantor if the Guarantor 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 Guarantor 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 Guarantor or any other person and irrespective of whether the claim of the Authority is disputed by the Guarantor 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 Guarantor to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Guarantor 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 [●].
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 exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the



Authority and the Guarantor, 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 Guarantor 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 Guarantor 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 Guarantor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Guarantor 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 Guarantor or the Bank or any absorption, merger or amalgamation of the Guarantor 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 Guarantor 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 Guarantor or to postpone for any time and from time to time any of the powers exercisable by it against the said Guarantor 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 Guarantor or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Guarantor 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 Guarantor 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 Guarantor 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 [●]. 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 (one hundred and eighty) days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ..... its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## APPENDIX-X

### **Letter Comprising the Financial Bid**

*(Refer Clause 2.13)*

*(To be submitted on the Bidder's letter head)*

(Date and Reference)

To,

The Managing Director,  
Andhra Pradesh Airports Development Corporation Limited (APADCL),



4th Floor, IHC Corporate,  
Mangalagiri – 522503, AP, India

Dear Sir,

Subject: Financial Bid for the development, operation and maintenance of  
greenfield airport at Dagadarthi, Nellore District, Andhra Pradesh

*I/We offer Per-Passenger Fee of ..... (both in words and figure) plus applicable taxes  
which shall commence ~~at 50% from 6th (sixth) anniversary of the date of commercial  
operation (COD) of the Project and continue at 50% till the end of 9th (ninth) anniversary of  
the COD, and will pay fully (100%)~~ from the 10<sup>th</sup> (Tenth) anniversary of the COD till the end  
of the concession period, in accordance with the provisions of the Concession Agreement. The  
Per-Passenger Fee shall be increased annually by the percentage variation in the Price Index  
from the preceding Accounting Year, as mentioned in the Concession Agreement.*

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and eighty)  
days from the Bid Due Date.

Yours Sincerely,

(Signature, name and designation of the authorised signatory  
of the Bidder)

## APPENDIX XI

### Letter of Comfort

[On Parent Company Letterhead]

Date: [●]

To



The [Authority Name]  
[Address]

Subject: Letter of Comfort for Net Worth Requirement — [Name of Project/Bidder]

Sir/Madam,

We, [Parent Company Name], incorporated under the laws of [jurisdiction], and having our registered office at [address], are the legal and beneficial owners of [●]% of the paid-up share capital of [Bidder Entity Name].

In respect of the RFP/Concession for [Airport Name/Project] (“Project”), we hereby confirm:

1. That [Bidder Name] is our subsidiary and under our effective control.
2. That, for the purposes of meeting the net worth and financial capacity requirements specified under the RFP/Concession Agreement, [Bidder Name] may rely on our net worth, and we provide this Letter of Comfort to affirm our support.
3. That it is our firm and irrevocable intention to provide [Bidder Name] with all such financial, technical and managerial support as may be required for implementation, operation, and management of the Project, including maintaining required equity infusions, during the [equity lock-in/concession] period.
4. That we undertake to remain majority shareholders for the period specified under RFP/the Concession Agreement, and shall not reduce our ownership below [X]% without prior written approval of [Authority].
5. That we further undertake to infuse funds or provide support to [Bidder Name] as may be necessary for it to meet its obligations under the Project and the Concession Agreement, including in case of financial difficulties or project overruns, up to the limits specified in the bidding documents.
6. This Letter of Comfort is unconditional and shall be binding on [Parent Company Name], and shall remain valid until the completion of the [equity lock-in period/concession period] or until replaced by an alternate form of security acceptable to [Authority].

Kindly acknowledge receipt and confirm that this meets your requirements for net worth qualification.

Yours faithfully,

For [Parent Company Name]

[Authorized Signatory]

[Name, Title, Contact Details]

[Seal/Stamp]

