



Andhra Pradesh Airports Development Corporation Ltd. (APADCL)

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

RFP No.03/KURNOOL AIRPORT/APADCL/2026-27, Dt.03.06.2026.

**DEVELOPMENT OF INTEGRATED AVIATION ECOSYSTEM AT UYYALAWADA
NARASIMHA REDDY AIRPORT, KURNOOL IN ANDHRA PRADESH ON PPP BASIS**



Issued by
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May 2026



Request for Proposal

Development Of Integrated Aviation Ecosystem at Uyyalawada Narasimha Reddy Airport, Kurnool In Andhra Pradesh On PPP Basis



	<p>AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL) (formerly known as Bhogapuram International Airport Corporation Ltd (BIACL)) 4th Floor, IHC Corporate Building, Mangalagiri – 522503, AP, India</p>	
<p>NOTICE INVITING Development Of Integrated Aviation Ecosystem at Uyyalawada Narasimha Reddy Airport, Kurnool In Andhra Pradesh On PPP Basis.</p>		
<p>Notice No. [*]</p>		
<p>Andhra Pradesh Airports Development Corporation Ltd. (APADCL) invites Proposals for Development Of Integrated Aviation Ecosystem at Uyyalawada Narasimha Reddy Airport, Kurnool in 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corrigenda etc., will be uploaded to the website of APADCL (www.apadcl.com) or website www.apecurement.gov.in and will not be published in newspapers. Hence, Applicants shall regularly visit the website of APADCL and www.apecurement.gov.in to keep themselves updated.</p> <p>The interested Applicants may download the Request for Proposal (RFP) document from the following www.apecurement.gov.in.</p> <p style="text-align: right;">Sd/- Managing Director</p>		
<p>For any queries, please send e-mail to: md-apadcl@ap.gov.in or cgmtechapadcl@gmail.com</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 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.



**Development Of Integrated Aviation Ecosystem at Uyyalawada Narasimha Reddy
Airport, Kurnool In Andhra Pradesh On PPP Basis**



Glossary	
Addendum	As defined in Clause 2.10.1
Aggregate Experience Score	As defined in Clause 3.5.1
Airport	As defined in Clause 1.1.3
Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.8
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.3
ACI	Airports Council International
ACI*	Available Capital for Investment
AIF Regulations	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 and the subsequent amendments thereto.
AIF	Alternative Investment Fund as defined in regulation 2(1)(b) of of AIF Regulations
ASQ	Airport Service Quality as measured through ACI survey
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.4
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
BOLT	Build, Own, Lease, Transfer
BOO	Build, Own, Operate
BOOT	Build, Own, Operate and Transfer
BOT	Build, Operate and Transfer
COD	Commercial Operations Date
Concessionaire	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.5
Conflict of Interest	As defined in Clause 2.2.1(c)



**Development Of Integrated Aviation Ecosystem at Uyyalawada Narasimha Reddy
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Consortium	As defined in Clause 2.2.1(a)
DBFOT	As defined in Clause 1.1.3
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Estimated Project Cost	As defined in Clause 1.1.7
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	As defined in Clause 1.1.1
Highest Bidder	As defined in Clause 1.2.7
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Mppa	Million passengers per annum
MRO	Maintenance, repair and overhaul
NDB	Non- Directional Beacons
Net Worth	As defined in Clause 2.2.4 (ii)
PPP	As defined in Clause 1.1.3
Project	As defined in Clause 1.1.3
Qualification	As defined in Clause 3.5
Re. or Rs. or INR	Indian Rupee
RfP, RFP or Request for Proposal	As defined in Clause 1.2.1
SPV	As defined in Clause 2.2.6
Technical Capacity	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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1. INTRODUCTION

1.1 Background

- 1.1.1 The Government of Andhra Pradesh (GoAP) is committed to achieving the goals of Viksit Andhra Pradesh 2047, envisioning the state as India's fastest-growing economy. To enable inclusive and regionally balanced development, GoAP aims to provide reliable, seamless air connectivity across Andhra Pradesh, linking key centers of business, industry, tourism, and economic activity.
- 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.

As one of the initiatives, the Authority has decided to undertake an open international competitive bidding process in accordance with the procedure set out herein for the purpose of selecting an entity or entities who will be responsible for undertaking, inter alia, the operations, management and development (the "Project") of Uyyalawada Narasimha Reddy Airport, Kurnool (the "Kurnool Airport") in accordance with this RFP and the Concession Agreement (as defined below).

The Authority intends to qualify and short-list eligible Bidders who have the Technical Capacity and Financial Capacity as specified in Clause 2.2.2 read with Clause 3.2 (the "**Qualified Bidders**"). The Financial Bids of only the Qualified Bidders will be evaluated in accordance with this RFP. The Bidder to whom the Project is awarded ("**Selected Bidder**") shall incorporate a special purpose company under the (Indian) Companies Act, 2013 (the "**Concessionaire**"). The Concessionaire shall be responsible for implementing the Project in accordance with an operations, management and development agreement (the "**Concession Agreement**") to be entered into between the Concessionaire and Authority in the form provided as part of the Bidding Documents pursuant hereto.

(a) The term of the Concession Agreement shall be for a period of 45 (forty-five) years from the COD (as defined in the Concession Agreement), which is extendable by up to 15 (fifteen) years upon specific request by the Concessionaire anytime between 40th Year and 42nd Year from COD and subject to compliance of SLAs, no pending litigation and no material default by Concessionaire; and



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(b) The Concession Agreement sets forth the detailed terms and conditions for implementation of the Project, including the scope of the Concessionaire's obligations, and clearly defines the rights and obligations of the Authority and the Concessionaire in respect of the Project.

- 1.1.4 The scope of work includes the development and O&M of the airport, along with city-side commercial development. Additional CAPEX shall be undertaken by the Concessionaire based on predefined traffic triggered thresholds, ensuring phased and demand driven infrastructure expansion.

The Concessionaire shall broadly be responsible for:

Operations and Maintenance and Development (OMD) of the existing Airport: day-to-day operations, maintenance (upkeep, corrective, preventive), and management of airport infrastructure (internal and external), including but not limited to terminal buildings, runways, taxiways, aprons, airside and landside facilities, and utilities.

As part of the Development obligations under the OMD scope, the Concessionaire must comply with and achieve the Minimum development Obligations listed below, commencing from the Commercial Operations Date ("COD"), as specified as proposed and committed by the Bidder in **Appendix XI** of this RFP.

- (a) Night landing facility & DVOR installation
- (b) Aviation ecosystem, as defined herein
- (c) Airport Infrastructure Expansion

a) Design, engineering, financing, construction and development of the Cargo Operations: Concessionaire either directly or through consortium partner or sub leasing to design, build, finance, operate Cargo facility, compliant with applicable laws, permits, and regulations at Kurnool Airport.

(b) Design, engineering, financing, construction and development of the MRO Operations:

The Concessionaire shall plan, develop, operate, and maintain comprehensive MRO (Maintenance, Repair and Overhaul) facilities, either directly or through an approved sub-concessionaire. The facilities shall cover line, base, engine, and component MRO services for all segments of commercial aviation, including aircraft, helicopters, and other applicable platforms.

The Concessionaire may additionally undertake warehousing, tooling, and associated support infrastructure necessary for efficient MRO operations. The Concessionaire shall progressively expand the facility to include UAV maintenance as future requirements evolve, ensuring full regulatory compliance and seamless integration with airport operations."



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Concessionaire either directly or through consortium partner or sub leasing to design, build, finance, operate MRO facility, compliant with applicable laws, permits, and regulations at Kurnool Airport.

The Concessionaire permitted to plan, develop, establish, operate, and maintain comprehensive Maintenance, Repair and Overhaul (“MRO”) facilities either directly or through an approved sub-concessionaire covering the full spectrum of aviation maintenance activities.

c) Design, engineering, financing, construction and development of the FTO Operations:

Concessionaire either directly or through consortium partner or sub leasing to set up and operate FTO Infrastructure and operations are developed in accordance with applicable laws, permits, and regulations at Kurnool Airport.

(d) Design, engineering, financing, construction and development of the Aerospace manufacturing services:

Concessionaire either directly or through consortium partner or sub leasing to set up and operate of facilities for aerospace manufacturing shall be planned and executed in accordance with applicable laws, permits, and regulations at Kurnool Airport.

(e) Design, engineering, financing, construction, development, operation and maintenance of city-side non-aeronautical commercial land parcels and facilities: Concessionaire, either directly or through consortium partner(s) or sub-leasing/sub-concession arrangements, shall plan, develop, market, lease/sub-lease, operate and maintain such facilities, in compliance with applicable laws, permits, approvals and regulations at Kurnool Airport.

In later stage of the Project, the Concessionaire may explore the option of designing, engineering, financing, construction and development of the further/ additional air-side, terminal, city-side and land-side infrastructure for the Airport in accordance with the Concession Agreement and applicable laws.

- 1.1.5 Brief Particulars of the Project: The Uyyalawada Narasimha Reddy Airport (IATA code KJB), also known as Kurnool Airport, has been developed and operationalized by APADCL near Orvakal. The total project site is spread over 870 Acres of land acquired by the GoAP, of which 429 Acres has already been developed by APADCL for Airport Operations as Airside area. It is situated in Kurnool District of Andhra Pradesh, along

**Development Of Integrated Aviation Ecosystem at Uyyalawada Narasimha Reddy Airport, Kurnool In Andhra Pradesh On PPP Basis**

the National Highway 40, about 18 km from Kurnool and 54 km from Nandyal. The airport is strategically located to serve Rayalaseema's industrial corridor. The State Government owned Airport commenced commercial operations on 28th March 2021 and has handled Aircraft movements through scheduled operations and it also serves Non-Scheduled operations catering to Business Jets, Charters, and VIP movements.

Infrastructure and Capacity of Kurnool Airport

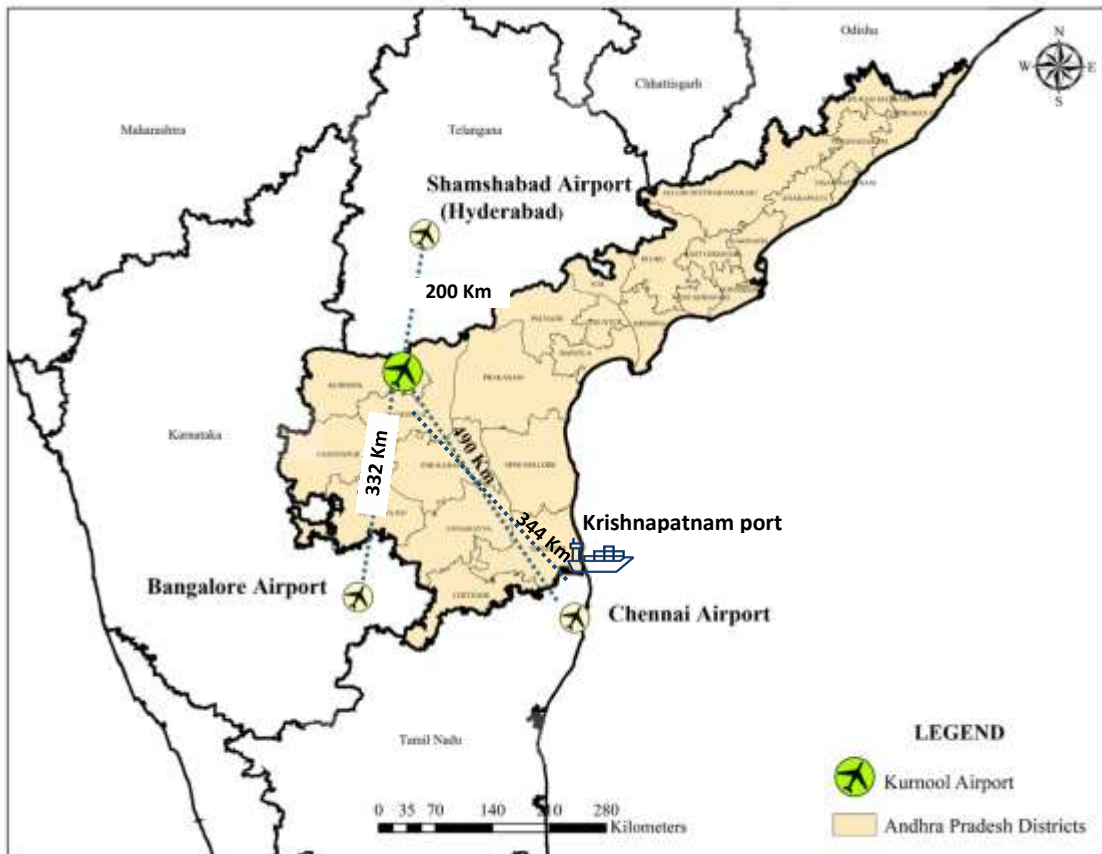
Sl. No.	Particular	Details										
1	Category	Domestic										
2	Aerodrome Code	3C										
3	Critical Aircraft	ATR 72-600										
4	Passenger Terminals	1361.56 sqm (2 Gates)										
5	Cargo Terminal/Facilities	No dedicated cargo terminal.										
6	Runway Dimensions	2000 m x 30 m; In-principle approval in place for 3100m runway (Code E aircraft)										
7	Runway Orientation	10/28										
8	Routes & Frequency	Vijayawada–Kurnool (Mon, Wed, Fri) Bangalore–Visakhapatnam–Kurnool (Tue, Thu, Sat)										
9	Traffic Data	<table border="1"><thead><tr><th>FY22</th><th>FY23</th><th>FY24</th><th>FY25</th><th>FY26</th></tr></thead><tbody><tr><td>31,971</td><td>37,532</td><td>39,229</td><td>19,510</td><td>20,184</td></tr></tbody></table>	FY22	FY23	FY24	FY25	FY26	31,971	37,532	39,229	19,510	20,184
FY22	FY23	FY24	FY25	FY26								
31,971	37,532	39,229	19,510	20,184								
10	Airport Fire Category	VI										
11	No. of Parking Bays	4										
12	Isolation bay	Available										
13	No. of Taxibay	2										
14	RESA orientation	10 side 90 x 90 meters & 28 side 240 x 90 meters										
15	No. of watch towers	8										
16	Perimeter wall	9000 meters available										
17	Crash Gates	2 + 2 Operations total 4 gates available										
18	NDB	Available										
19	Other Facilities	ATC tower, fire station.										

The Government of Andhra Pradesh has developed the Kurnool Airport with the objective to not only provide regional connectivity, but also unlock the regional economy and boost various sectors in the region, thereby creating new employment and



opportunities in the region.

Kurnool, due to its strategic location, has the vast potential for various business opportunities. Being in the proximity to 03 largest International Airports in Southern India, i.e. Bangalore, Hyderabad and Chennai (Kurnool airport to Chennai Airport (490 Km), Kurnool airport to Bangalore Airport (332 Km), Kurnool airport to Hyderabad airport (200 km), and the Krishnapatnam Port (344 km); the Kurnool Airport enjoys a natural advantage to serve as an ancillary services Airport / location to these prominent hubs.



Strategic Location of Kurnool Airport

Currently, the Kurnool region is also emerging as the central node for Mega Industries as an integral part of Hyderabad Bengaluru Industrial Corridor (HBIC), which aims to integrate several manufacturing clusters in the region between Hyderabad and Bengaluru. This corridor also serves as a valuable linkage between two other major economic corridors in Southern India, namely, Chennai-Bangalore Industrial Corridor (CBIC) and Vishakhapatnam-Chennai Industrial Corridor (VCIC).

The Orvakal Industrial Node is being developed in area of ~9,000 acres.



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Thus, Kurnool is seen as an emerging investment destination both for Manufacturing and Services Sector, which is in close proximity to 3 major airport cities of India, along the National Highway.

In this context, the GoAP through APADCL, decided to select a suitable Private partner for Operations, Management and Development of the Uyyalawada Narasimha Reddy Airport, Kurnool in Andhra Pradesh.

- 1.1.6 **Land Details:** The total land area allocated for the Project comprises approximately One Hundred Thousand Eight (1008) acres (the “Project Site”), which has been delineated and made available by the Authority for development, operation and maintenance of the Airport and associated facilities under this RFP.

The Project Site is divided into the following components:

(a) Existing Airport Land (429 Acres):

An area of approximately Four Hundred and Twenty-Nine (429) acres forming part of the operational Airport as on the Effective Date (“Existing Airport Facilities”), which includes the runway, taxiways, apron, terminal building, navigational aids and associated Airside and Landside infrastructure.

(b) Airport Expansion Area Land (136 Acres):

An area of approximately One Hundred and Thirty-Six (136) acres earmarked for future expansion and augmentation of Airport infrastructure (“Airport Expansion Area”), including runway extension, airside development, terminal expansion and other aeronautical infrastructure as may be undertaken in accordance with this RFP

(c) City Side Development Area -343 Acres+100 Acres (Authority Retained Land) = 443:

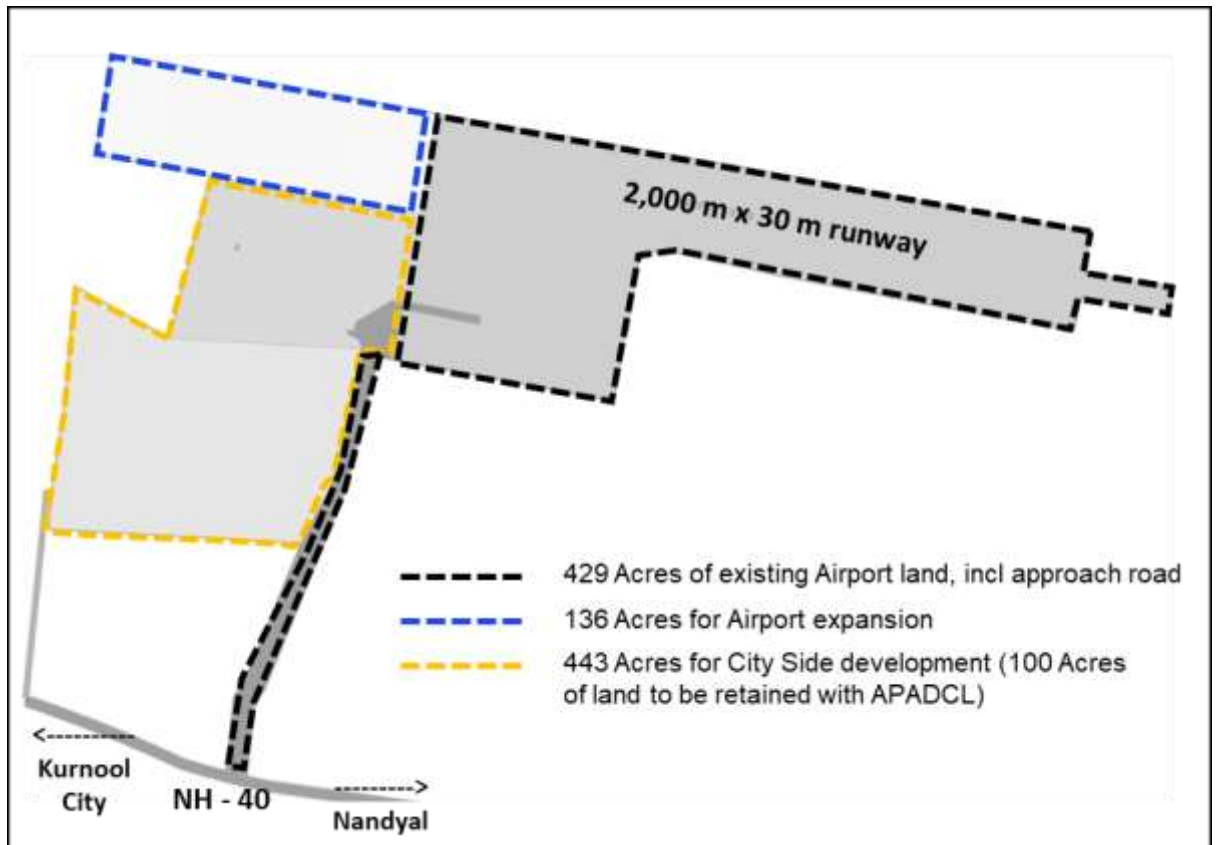
An area of approximately Three Hundred and Five (343) acres designated for commercial, industrial, logistics, manufacturing and aviation ecosystem development (“City Side Area”), in accordance with the provisions of this Agreement and the approved Master Plan. Additionally, the Authority, with the mutual consent of the Selected Bidder / Concessionaire, earmark land admeasuring up to 100 acres out of the overall Project Site (“Authority Retained Land”). Such Authority Retained Land shall remain with the Authority and shall not form part of the Site, Concession, Project Assets, City Side Area or any development rights granted to the Concessionaire under this RFP or the Concession Agreement.

In the event the Selected Bidder / Concessionaire requests the Authority to make available the whole or any part of the Authority Retained Land, the Authority may consider such request at its sole discretion. If agreed by the Authority, the terms and



conditions for such handover, use, development, tenure, consideration and other related matters shall be mutually agreed between the Authority and the Concessionaire through a separate written agreement.

Kurnool Airport Land Map



- 1.1.7 The Concessionaire shall prepare and submit a development plan for the City Side land of 343 acres, in accordance with Appendix XI of this RFP.
- 1.1.8 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.
- 1.1.9 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



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operations, management, and development of the Airport, 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.

1.1.10 Deleted

1.1.11 Deleted

1.1.12 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**”).

1.1.13 Deleted

1.1.10 Deleted

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 1,50,000/- (Rupees One lakh Fifty Thousand only) plus GST as the cost of the RFP process. The cost of the RFP shall be paid as per AP e-procurement procedure.

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 180 (one hundred and eighty) 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-VII 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 Airport site and familiarize themselves with the Project.



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- 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. 1,00,00,000 (Rupees One Crore 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. 1,00,00,000 (Rupees One Crore 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 1,00,00,000 (Rupees One Crore 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 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 revenue share (the “Revenue Share”) which has to be paid by the Concessionaire from 6th (sixth) anniversary of the date of commercial operation (COD) of the Project and continue to pay a higher of revenue share or till the end of the concession period to the Authority as per the terms and conditions set out 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 revenue



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share per cent shall constitute the sole criterion for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest revenue share per cent. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest revenue share per cent.

- 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 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 Operation, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool 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	04/06/2026 @ 04.00 PM
2	Airport Site Visit -1	09/06/2026 @11.00 AM
3	Airport Site Visit -2	12/06/2026 @11.00 AM
4	Last date for receiving queries	15/06/2026 @ 11.00 AM
5	Pre-Bid Conference	16/06/2026 @ 3.00 PM
6	Authority response to queries latest by	19/06/2026 @ 04.00 PM
7	Bid submission end date/ Bid Due Date	03/07/2026 @ 03.00 PM
8	Technical Bid opening date	03/07/2026 @ 04.00 PM
9	Financial Bid opening date	08/07/2026 @ 04.00 PM
10	Letter of Award (LOA)	Within 15 (fifteen) days of Financial Bid Opening Date
11	Validity of Bids	180 days from the Bid Due Date
12	Signing of Concession Agreement	Within 45 days of award of LOA

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

- 1) A. Amruth Kumar, Project Manager, Kurnool Airport
Email: pmenggkurnoolairport2@gmail.com, (9866922002)
- 2) Padmaja Dandagala, Project Manager (Tech), APADCL
Email: padmaja.dandagala@ap.gov.in, (8143241178)
- 3) V.Srinivas (Consultant)
Email: vinjamuris@kpmg.com, (9494626628)
- 4) N.Ranganath Yugandhar(Consultant)
Email: nyugandhar@kpmg.com, (9866162845)

1.4 Pre-Bid Conference

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

Date: 16.06.2026

Time: 1500 hrs



Request for Proposal

**Development Of Integrated Aviation Ecosystem at Uyyalawada Narasimha Reddy
Airport, Kurnool In Andhra Pradesh On PPP Basis**



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



2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1. The Authority wishes to receive Technical and Financial Bid in order to appoint experienced and capable Concessionaire for the Operations, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool in Andhra Pradesh . 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 IX 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 Revenue share per cent to be quoted by the Bidder clearly indicating both in figures and in words and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the Revenue share indicated in words shall be taken into account. For the avoidance of doubt, no rounding-off of the Revenue share per cent in the Bid is allowed. The Revenue share 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. 1,00,00,000 (Rupees One Crore 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. 1,00,00,000 (Rupees One Crore Only). 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 V.
- 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



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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



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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 400,00,00,000 (Rupees Four Hundred Crores only) ("**Threshold Technical Capacity**")



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(B) Financial Capacity:

The Applicant shall have a minimum Net Worth (“**Financial Capacity**”) of Rs. 100,00,00,000/- (Rupees One 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. 100,00,00,000/- (Rupees One 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 10 (ten) 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 X, 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 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



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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 enter 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 5 (five) years from the date of commercial operations of the Project, failing which the Concession Agreement shall be liable for termination. In such a case, the Bidder is required to submit an undertaking for meeting its O&M obligations at the time of submission of the bid as per Annex-V in Appendix-I. The formal agreement is required to be submitted within 60 (sixty) days of signing of the Concession Agreement. 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
 - a. Operated an airport, aerodrome, or private airport (in India or outside India) for a period of three (3) consecutive years within the last ten (10) years preceding the Bid Due Date. Such project shall have achieved a passenger throughput of not less than 2,00,000 (two hundred thousand) per annum; or
 - b. Provided MRO (Maintenance, Repair & Overhaul) services for three (3) years in the past ten (10) years for a project value of at least Rs. 100 cr. The firm should have the requisite certifications and licenses (e.g. DGCA, EASA, FAA or equivalent)
- ii. Deleted
- iii. Deleted
- 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 key managerial personnel must have 10 yrs of airport management experience.

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 of the Airport in accordance with Clause 2.2.3 (a) (i):

- 1) It should be an airport providing non-discriminatory access to users in pursuance of its charter, concession or contract. For the purpose of this RfP, an “airport” shall have the meaning as provided by ICAO.



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- 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 auditors¹ 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

¹ 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.



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 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, authorizing 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)
- (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;



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- (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 10 (ten) 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 along with the members responsible for Development, Operations and management of the Cargo services, MRO and FTO services as the case may be, shall be part of the Concessionaire for a period of 10 (ten) 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.



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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 Bidders are encouraged to submit their respective Bids after visiting the Airport and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for 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 Deleted

2.5.3 For the purposes of undertaking a visit to the Airport pursuant to Clause 2.5.1 above, each Bidder shall be permitted to nominate a maximum of 5 (five) employees/ retainers/ consultants/ agents/ representatives respectively (“**Nominated Personnel**”). The Nominated Personnel shall be permitted to visit the Airport for and on behalf of the Bidder on submission of a letter of authority in the format specified under Appendix-VIII from the Bidder, as the case may be, authorizing such Nominated Personnel in this regard. No Nominated Personnel of a Bidder shall be permitted to access the Airport without proof of compliance under Appendix-VIII.

2.5.4 A Bidder shall make a formal request in writing to the Authority in accordance with the requirements set out in Appendix-VIII, seeking permission for visiting the Airport, at least 5 (five) days prior to the day on which the Bidder intends to undertake such visit. Upon receipt of a Bidder’s aforesaid request, the Authority may, in its sole discretion, allot a specific date and time-slot to the Bidder in this regard, which shall not be any time prior to the 5th (fifth) day from the date of receiving such request. The Nominated Personnel of the Bidder shall be allowed to visit the Airport only in accordance with the aforesaid date and time-slot allotted by the Authority to the Bidder. Further, the Nominated Personnel of the Bidder shall at all times during their visit to the Airport be required to comply with the conditions set out in Appendix-VIII.

2.5.5 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;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 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 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.

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

2.5.7 Notwithstanding any information given in the RFP, the Bidding Documents and any additional communication from the Authority, including any supplemental notices, it is the sole responsibility of a Bidder to familiarize itself with the Constitution of India, all existing laws, decrees, acts, rules, and ordinances, whether national or local, of India which may affect the Project.

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



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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

2.9 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
- Section 7. Appendices

List of 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. Bank Guarantee for Bid Security
- VI. Non-Disclosure Undertaking
- VII. Guidelines of the Department of Disinvestment
- VIII. Guidelines for visiting the Airport
- IX. Letter comprising the Financial Bid
- X. Letter of Comfort

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.apecurement.gov.in>) or/and 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 or/and e-procurement website www.apecurement.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. Bid Security, Power of Attorney for the signing of Bid and Power of Attorney for Lead member of Consortium (if applicable) and Joint Bidding Agreement (if applicable), as specified in Clause 2.13.2 of this RFP shall be submitted in hard copies before the time specified under Clause 1.3 for opening of Technical Bid.
- 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;



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- 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–V
- viii. copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding 3(three) years, and
- ix. the Financial Bid (the “Financial Bid”) in the format specified at Appendix – IX
- x. the Letter of Comfort (the “Letter of Comfort”), if applicable for the Bidder in the format specified at Appendix -X
- 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 or md-apadcl@ap.gov.in

2.13.4 Bid Security, Power of Attorney for the signing of Bid and Power of Attorney for Lead member of Consortium (if applicable) and Joint Bidding Agreement (if applicable), as specified in Clause 2.13.2 of this RFP shall be submitted in hard copies before the time specified under Clause 1.3 for opening of Technical Bid.

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.apecurement.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. If informed by the Authority, 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 auditors² in the formats specified at Appendix- I of the RFP for each Eligible Project;

² 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 (h). 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.



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- (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 the receipt for payment to Authority towards the cost of the RFP 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 Revenue share per cent 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 Revenue share per cent (“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



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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

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 Revenue share percent, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the highest Revenue share per cent shall ordinarily be the Selected Bidder.

2.24.2 Revenue share

The selected Bidder/Concessionaire shall pay to the Authority a fee in accordance with



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the following structure:

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

(b) From the sixth (6th) year until the end of concession period from COD, the Fee shall be calculated as :

Higher of revenue share or the MAG on an annual basis.

This will be reconciled at the end of each financial year, and the excess shall be adjusted in the subsequent billing period(s).

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.

F. PAYOUTS TO THE AUTHORITY

2.27 Upfront Fees

- i. Upfront Fee means a one-time lump sum amount of INR 5,00,00,000 (Rupees Five Crore only) to paid by the Concessionaire.
- ii. The Concessionaire shall pay the Upfront Fees on the signing of the Concession Agreement.
- iii. The Upfront 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.

2.28 License Fees

- i. Upon execution of the Concession Agreement and in further consideration of the Authority providing leave and license rights for the Airport Site and lease



rights for the City Side Development for the Project to the Concessionaire and granting the rights and access set forth in the Concessionaire Agreement, the Concessionaire shall develop and monetise the City Side Land and the Concessionaire shall pay License Fee to the Authority.

- ii. The Concessionaire shall develop, operate, and monetize the city side land in accordance with applicable regulations and the approved master plan, ensuring optimal commercial utilisation and integration with airport operations.
- iii. License Fee means an annual license fee of Rs. 5,000/- (Rupees five thousand only) per acre per annum, increased annually by 6% during the subsistence of the Concessionaire Agreement.

2.29 City Side Fee

- i. In consideration of the Authority permitting development and monetisation of the City Side land forming part of the Project, the Concessionaire shall pay to the Authority a City Side Fee for the City Side development undertaken by it.
- ii. The Concessionaire shall, by the end of the 6th (sixth) year from COD, develop at least 10% of the City Side area and shall thereafter develop an additional 4% of the City Side area in each subsequent year until the cumulative development reaches 100% of the City Side area (the “**Minimum Development Obligation**”). If the Concessionaire fails to meet the minimum development obligation for three (3) consecutive years, such failure shall constitute an event of default and shall entitle the Authority to take action in accordance with the Concession Agreement, including termination.
- iii. The City Side Fee shall be payable from the commencement of 6th (sixth) year from COD and shall be computed for each year based on the built-up City Side area for such year. The City Side Fee shall be payable at the end of each year.
- iv. For the purposes of calculation of the City Side Fee, the built-up City Side area (“**Built-up City Side**”) for any year shall mean the higher of:
 - (a) the actual built-up City Side area for such year;
 - or
 - (b) the minimum built-up City Side area for such year;
- iv. The minimum built-up City Side area during the Concession Period shall be as follows:



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Concession Period	Minimum Built-up City Side area (in lakhs sq. ft.)	Concession Period	Minimum Built-up City Side area (in lakhs sq. ft.)
Year 1	0.00	Year 16	18.00
Year 2	0.00	Year 17	18.00
Year 3	0.00	Year 18	18.00
Year 4	0.00	Year 19	25.00
Year 5	1.00	Year 20	25.00
Year 6	1.00	Year 21	25.00
Year 7	3.00	Year 22	35.00
Year 8	3.00	Year 23	35.00
Year 9	3.00	Year 24	35.00
Year 10	7.00	Year 25	35.00
Year 11	7.00	Year 26	45.00
Year 12	7.00	Year 27	45.00
Year 13	12.00	Year 28	45.00
Year 14	12.00	Year 29	45.00
Year 15	12.00	Year 30	53.1432

For Year 30 and each year thereafter, the minimum built-up City Side will be:

(a) 53,14,320 square feet

or

(b) 40% of the cumulative developed City Side area required to be achieved in such Year under the Minimum Development Obligation.

- v. The City Side Fee shall be payable at the rate of Rs. 15 (Rupees fifteen only) per square foot per annum of the **Built-up City Side as defined in Clause 2.29 (iii)**. Such rate shall escalate by ten percent (10%) at the end of every completed block of three (3) years during the Concession Period.
- vi. The City Side Fee accruing during Year 1 to Year 5 shall be deferred and shall not be payable during such period. The deferred City Side Fee shall be payable along with the normal City Side Fee during the 6th (sixth) concession year.



Land Lease Buyout

- a) The Authority may, subject to applicable Government of Andhra Pradesh policies and APIIC Land Allotment Regulations, permit the Concessionaire (or its approved sub-lessee) a one-time option to convert the leasehold rights of identified city-side commercial land parcels into freehold ownership.
- b) Such buyout option shall be exercisable only after:
 - (i) Completion of a minimum period of 10 (ten) years from the Date of Commercial Operations (COD) or from the Date of Commercial Production (DCP), as applicable; and
 - (ii) Successful implementation and continuous operation of the project, as certified by the competent authority.
 - (iii) Completion of all applicable Airside Mandatory Development Obligations as specified under this Agreement.
- c) The buyout shall be subject to payment of 100% of the applicable price as notified by APIIC; and
- d) The buyout approval shall be subject to:
 - (i) No material default under the Concession Agreement.
 - (ii) Compliance with all statutory approvals and land use conditions.
- e) Upon approval and payment of applicable amount, the Authority shall facilitate conversion of leasehold rights into freehold rights in respect of such land parcels, subject to execution of necessary conveyance deeds.
- f) withstanding the above, such buyout shall:
 - (i) Not apply to core airside assets or critical infrastructure;
 - (ii) Be limited only to 30% of the City Side land parcels;
 - (iii) Not affect obligations relating to performance standards, revenue share or other concession conditions.
- g) In the event buyout is not exercised, the land shall continue on lease basis and revert to the Authority upon expiry/termination of the Concession Agreement, as per its terms.



2.30 Minimum Annual Guarantee (MAG)

- i. In further consideration of the Authority granting lease and license 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 Concession Agreement, the Concessionaire shall pay to the Authority a Minimum Annual Guarantee (“MAG”) in accordance with this Clause 2.2.9.
- ii. Minimum Annual Guarantee (“MAG”) means the minimum annual amount payable by the Concessionaire to the Authority after a moratorium period of 5 (five) years, and shall be payable from Year 6 onwards as per the table given below:

Concession Period	Minimum Annual Guarantee (in Rs. Crore)	Concession Period	Minimum Annual Guarantee (in Rs. Crore)
Year 1	0.00	Year 16	5.00
Year 2	0.00	Year 17	5.50
Year 3	0.00	Year 18	6.00
Year 4	0.00	Year 19	6.50
Year 5	0.00	Year 20	7.00
Year 6	1.00	Year 21	8.00
Year 7	1.25	Year 22	9.00
Year 8	1.50	Year 23	10.00
Year 9	1.75	Year 24	11.00
Year 10	2.00	Year 25	12.00
Year 11	2.50	Year 26	13.00
Year 12	3.00	Year 27	14.00
Year 13	3.50	Year 28	16.00
Year 14	4.00	Year 29	18.00
Year 15	4.50	Year 30	20.00

From Year 30 onwards, MAG is fixed at Rs. 20 cr.

- iii. Payment Obligation (Higher of MAG or Revenue Share): From Year 6 onwards, the Concessionaire shall pay to the Authority, for each Contract Year, an amount equal to the higher of:
 - (a) the MAG applicable for such Contract Year; or
 - (b) the Revenue Share amount, computed by applying the Quoted Revenue Share (%) to the Gross Revenue for such Contract Year, whichever is higher.



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Gross Revenue which shall exclude any consideration, amounts, fees, revenues received by the Concessionaire which arises from or pertains to the City Side



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 and FTO 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:



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- 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 OMD, 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;
- (c) the capital cost of the project should be equal to or more than INR 80,00,00,000/- (Rupees Eighty crores only);
- (d) the entity claiming experience shall, during the last 7 (seven) 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:



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- (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 80,00,00,000/- (Rupees Eighty crores only). 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 400,00,00,000/- (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 80,00,00,000/- (Rupees Eighty 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 80,00,00,000/- (Rupees Eighty crores) 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.



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- 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

- 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 7 (seven) 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 3 (three) 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 3 (three) 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.

3.4.4 In case of foreign Bidders/ Members, a certificate from a qualified external auditor who usually audits the books of account of the Bidder or the Member shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

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.



3.6 Evaluation of Qualification Documents

- 3.6.1 The detailed evaluation of the compliance by the Bidder with the qualification requirements for the Project shall be based solely upon the qualification documents submitted by the Bidder pursuant to this RfP.
- 3.6.2 The Authority reserves the right to seek clarifications from the Bidders on the form and contents of their qualification documents. The Bidders must respond to the Authority within the time period stipulated in the Authority's request for clarification. The Authority also reserves the right to make inquiries with any person, government authority, client organization, member, officer, director, employee or other agent of any Bidder or Member for the purpose of clarifying any matter included in its qualification documents.

3.7 Short-listing of Bidders

The Qualified Bidders will be invited for the opening of their respective Financial Bids.

3.8 Opening of Financial Bids

- 3.8.1 The Authority shall open the Financial Bids at 1100 hours on the date intimated separately via e-mail to all the Qualified Bidders and shall also be updated on the web site www.ap procurement.gov.in specified in Clause 2.13.4 and in the presence of the Qualified Bidders who choose to attend.
- 3.8.2 The Authority will subsequently examine and evaluate the Financial Bids in accordance with the provisions set out in this Clause 3.

3.9 Selection of Bidder

- 3.9.1 (a) Bids are invited for the Project on the basis of the revenue share per cent and shall constitute the sole criteria for appointment of the Selected Bidder.
- (b) In this RFP, the term "Highest Bidder" shall mean the Qualified Bidder who is quoting the highest revenue share per cent.
- (c) Subject to the provisions of Clause 2.14.1, generally the Qualified Bidder whose Bid is adjudged as responsive in terms of Clause 2.21.1 and is also the Highest Bidder shall be declared as the Selected Bidder. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite the other Qualified Bidders to submit fresh Bids hereunder.
- 3.9.2 In the event that 2 (two) or more Qualified Bidders quote the same revenue share per cent and such Qualified Bidders are the Highest Bidders (the "Tie Bidders"), the Authority shall identify the Selected Bidder amongst the Tie Bidders by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.



- 3.9.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Financial Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only 1 (one) Qualified Bidder matches the Highest Bidder, it shall be the Selected Bidder. If 2 (two) or more Qualified Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Financial Bid was higher as compared to other Qualified Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Qualified Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Qualified Bidder shall be the Selected Bidder.
- 3.9.4 In the event that no Qualified Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.8.3, the Authority may, in its discretion, invite fresh Financial Bids (the “third round of bidding”) from all Qualified Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Qualified Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Financial Bids, they shall be eligible for submission of fresh Financial Bids provided, however, that in such third round of bidding only such Financial Bids shall be eligible for consideration which are higher than the Bid of the second highest Qualified Bidder in the first round of bidding.
- 3.9.5 After selection, a letter of award (the “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. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Selected Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Qualified Bidder may be considered.
- 3.9.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder/ Concessionaire shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.10 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



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or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.



4. FRAUD AND CORRUPT PRACTICES

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

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the Bidding Documents, LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire 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 Bidder or Concessionaire, as the case may be, 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 practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or



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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 1 (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 (e) 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



5. PRE-BID CONFERENCE

- 5.1 A pre-Bid conference of the Bidders 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 4 (four) representatives cumulatively for each Bidder, shall be allowed to participate in the pre-Bid conference on production of an authority letter from the Bidder (“Conference Representatives”). The Conference Representatives shall only be allowed to participate in the pre-Bid conference if the Bidder has complied with the requirements under this Clause 5.1. No Conference Representatives of a Bidder shall be permitted to participate in the pre-Bid conference without proof of compliance of the conditions set out in this Clause 5.1.
- 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 accordance with Clause 1.2.12. The queries should be sent to the Authority in accordance with Clause 1.3.



6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in 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 Bidder in order to receive clarification or further information;
- (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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



7. 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 Operations, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool in Andhra Pradesh on PPP basis

Dear Sir,

1. With reference to your RFP document dated³, 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.

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



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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.



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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-VII 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.



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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 1,00,00,000 (Rupees One Crore 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.



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28. The Revenue Share 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 IX 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.

Date:

Yours faithfully,
(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:



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

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

Name of Applicant/ Member of Consortium:

No.	Criteria	Yes	No
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.



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



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



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

- 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



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- ii. 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

Categories	Factor
Category 1	1.25
Category 2	1.0
Category 3	0.75
Category 4	0.50



@ 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.

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.

¥ 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.

¥¥ Refer Annex-IV of this Appendix-I. Add more rows if necessary.

§ Refer Clause 3.2.1.

£ 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.

§§ 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.

££ 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.



ANNEX-III

Financial Capacity of the Applicant
(Refer to Clauses 2.2.2 (B) and 3.4 of the RFP)
(In Rs. crore\$)

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

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:

Item (1)	Refer Instructions	Particulars of the Project
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[§] 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[‡], 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[&].

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[‡] 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^ϕ

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%[€] 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. (RupeesCrore), 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.

ϕ 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%[€] 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%^e 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 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. (RupeesCrore), 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) financial 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) financial years preceding the Bid due date):

Sr. No	Year of Operation	Passenger Throughput in mppa
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
AFFIDAVIT
O&M UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF RS. 100.00 DULY NOTARIZED)

I / We, the undersigned, do hereby declare and undertake that I / We shall in the event of getting selected to undertake the Project, shall either enter into an agreement, for a period of five years from COD, with an entity having the O&M Experience as specified in Clause 2.2.3 relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable for termination.

Signature of Bidder with Seal



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 Operations, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool in Andhra Pradesh on PPP basis 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 Operations, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool in Andhra Pradesh on PPP basis (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.



APPENDIX-IV

Joint Bidding Agreement for Consortium

(Refer Clause 2.2.6(g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {....., a [incorporated/ registered] under} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a [incorporated/ registered] under} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a [incorporated/ registered] under} 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. {....., a [incorporated/ registered] under} and having its registered office at (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}



AND

5. {....., a [incorporated/ registered] under} and having its registered office at (hereinafter referred to as the “Fifth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

6. {....., a [incorporated/ registered] under} and having its registered office at (hereinafter referred to as the “Sixth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD, FOURTH, FIFTH AND SIXTH}

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 for “Operation, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool 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 Bid.



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 Consortium constituted for this Project, either directly or indirectly or through any of their Affiliate.

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 “Concessionaire”) under the Companies Act, 2013 for entering into an 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 {_____} Part shall conduct all business for and on behalf of the Consortium during the Bidding Process and until all the obligations of the Concessionaire shall become effective under the Concession Agreement;



(b) Party of the Second Part shall be {the entity bringing in Technical Capacity in the Consortium;}

(c) Party of the Third Part shall be {the entity bringing in Financial Capacity in the Consortium; and}

(d) Party/ies of the [Fourth/ Fifth/ Sixth] Part shall be any 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 draft Concession Agreement, till such time all the obligations of the Concession Agreement become effective under and in accordance with the Concession Agreement.

6. Shareholding in the Concessionaire

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

First Party:

Second Party:

Third Party:

Fourth Party:

Fifth Party:

Sixth Party:

6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and 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 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 Affiliates 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 all the obligations of the Concessionaire become effective under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium for the Project does not get selected for award of the Project, the Agreement will stand terminated.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

FIRST PART by:

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

FIFTH PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SIXTH PART by:

(Signature)

(Name)

(Designation)

(Address)

2.



APPENDIX-V

Bank Guarantee for Bid Security

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, 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 Operations, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool in Andhra Pradesh (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 Concession Agreement (hereinafter collectively referred to as “Bidding Documents”), we (name of the bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.5 read with Clause 2.19 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment 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. [insert amount] (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 fulfill 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 fulfillment 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 fulfill 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. [insert amount].

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment 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 fulfillment 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. [insert amount]. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory) (Official Seal)



APPENDIX-VI

Non-Disclosure Undertaking

[On the Letterhead of the Bidder/Nominated Entity]

[Date]

To,

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

Subject: Non-Disclosure Undertaking (“NDU”)

Sir,

We, [insert the name of the Bidder/ Nominated Entity] having our registered office at [] (hereinafter referred to as the “Receiving Party”, which shall be deemed to mean and include our successors and permitted assigns), irrevocably and unconditionally undertake the following:

A. The Receiving Party has received, and may further receive, Confidential Information (as defined hereinafter) from the APADCL (“Disclosing Party”) either directly or through any other person acting on behalf of the Disclosing Party, in connection with the bidding process being conducted by the Disclosing Party pursuant to its RFP No. [] for selection of an entity for operations, management and development of the Uyyalawada Narasimha Reddy Airport, Kurnool (“Project”).

B. The Receiving Party and its Representatives (as defined hereinafter) shall maintain the Confidential Information on a strictly confidential basis for the purpose of evaluation of a bid for the Project (“Purpose”) on the terms and conditions set out below:



1. CONFIDENTIAL INFORMATION

1.1 For the purpose of this NDU, “Confidential Information” shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party and its legal, technical and other advisers and their directors, partners, officers, employees, retainers or consultants in oral, written or electronic form, to the Receiving Party or the Receiving Party’s directors/partners, officers, employees or retainers or its expressly authorized representatives or agents (collectively referred to as “Representatives”) on or after the date of this NDU including without limitation, any commercial and financial information, information concerning any legal proceedings, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, policies, flow charts, research, process, procedures, functions and any other information in connection with the Project.

1.2 Notwithstanding any other provision of this NDU, Confidential Information shall not include any information that:

- (a) is already publicly known;
- (b) becomes subsequently publicly known or available without breach of this NDU;
- (c) prior to its disclosure to the Receiving Party in connection with the Project was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party. However the Disclosing Party shall not be responsible or liable for the authenticity or accuracy of such information;
- (d) is required to be disclosed by law, rule, regulation (including the regulations of any relevant securities exchange), court order or any order from a regulatory, statutory or governmental authority of any jurisdiction or other legal or judicial process of any jurisdiction; and
- (e) is approved for release by written authorization of the Disclosing Party.

1.3 Confidential Information also includes the substance of any negotiations or



communications relating to the Project, the existence or status of such negotiations or communications or other facts pertaining to the Purpose, and the existence of this NDU. Confidential Information may also include information disclosed by the Disclosing Party through expressly authorized third parties.

1.4 Confidential Information that is required by law to be disclosed by the Receiving Party may be disclosed only to the extent required, provided that the Receiving Party, if permissible and practicable, gives the Disclosing Party written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the Confidential Information from public disclosure.

2. OBLIGATION OF CONFIDENTIALITY

2.1 In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to use and to procure that it or its Representatives, use such measures and/ or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information and comply with the terms of this NDU.

2.2 The Receiving Party undertakes that it and its Representatives shall make use of the Confidential Information solely for the Purpose or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing. Save as expressly provided by the Disclosing Party in writing, nothing shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Disclosing Party. All Confidential Information disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including its Representatives are strictly confidential and, other than as specifically permitted for by the Disclosing Party in writing, shall not be divulged by Receiving Party to any third party without prior written consent from the Disclosing Party.

2.3 The Receiving Party shall take all reasonable steps and measures to minimize the risk of disclosure of the Confidential Information by ensuring that only such Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis.



2.4 The Receiving Party shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the Receiving Party or its Representatives except:

- (a) sharing of Confidential Information as required in relation to the Purpose; and
- (b) any action required in relation to any statutory, regulatory, internal or corporate governance compliance, filings and reporting to be made by Receiving Party or its Representatives in the ordinary course of its business, including any filings, compliances, or representations pursuant to any enquiries, investigations, directions of a Competent Authority.

The Receiving Party or its Representatives' obligations as stated in this clause shall not apply to the extent as mentioned in Clause 1.2 (d) above.

2.5 Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information received from the Disclosing Party in tangible form, including copies, or reproductions or other media containing such Confidential Information – save for copies of electronically exchanged Confidential Information made as a matter of routine information technology backup – within 20 (twenty) days of such written request. The foregoing shall not apply to that portion of the Confidential Information which consists of analyses, compilations, forecasts, studies or other documents prepared by Receiving Party or its Representatives subject to confidential obligations under this NDU. Any documents or other media developed by the Receiving Party containing Confidential Information shall be destroyed by Receiving Party except as mentioned above or required under applicable legal or regulatory requirements. On a written request from the Disclosing Party, the Receiving Party shall certify in writing that subject to the exceptions mentioned in this Clause, all Confidential Information received by it has been returned or destroyed or deleted.

2.6 All Confidential Information disclosed pursuant to this NDU shall be and remain the property of the Disclosing Party. Nothing in this NDU shall be construed as granting or conferring any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information



will be used only for the Purpose.

3. DISCLOSURES

3.1 Nothing in this NDU shall be construed as requiring the Disclosing Party to disclose any Confidential Information to the Receiving Party or its Representatives. It is within the absolute discretion of the Disclosing Party to determine (in its sole opinion) whether Confidential Information is suitable or necessary to be so disclosed.

3.2 The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

4. NO REPRESENTATION, WARRANTY OR GUARANTEE

No Confidential Information received by the Receiving Party from the Disclosing Party shall constitute representations, warranties or guarantees upon which the Receiving Party may rely and the Disclosing Party shall assume no responsibility, obligation nor liability in this regard to the Receiving Party relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

5. ASSIGNMENT

The Disclosing Party shall not assign this NDU (or any part hereof) without the prior written consent of the Disclosing Party. Any assignment without such consent shall be void and is a material breach of this NDU. Subject to the foregoing, this NDU shall be binding upon the Disclosing Party and its respective successors and assigns.

6. NOTICES

Any communication in connection with this NDU by the Receiving Party to the Disclosing Party must be in email to the following email:

Email Address: cgmtechapadcl@gmail.com or md-apadcl@ap.gov.in



7. SEVERABILITY

If any provision (or part thereof) of this NDU is held to be violation of any applicable law, the same shall be deemed to be deleted from this NDU. The remainder of this NDU shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this NDU.

8. MISCELLANEOUS

8.1 This NDU shall be governed by Indian Laws. The Courts of Vijayawada shall have exclusive jurisdiction to resolve any disputes with respect to this NDU or the Confidential Information with the Receiving Party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this NDU or the Confidential Information. Nothing in this NDU shall prevent the Disclosing Party from seeking injunctive relief (or any other provisional remedy or equitable relief) from any court having jurisdiction over the parties and the subject matter of the dispute to protect any and all of its rights.

8.2 The authorized signatory of the Receiving Party signing this NDU, for and on behalf of the Receiving Party, has been duly authorized by the Receiving Party in this regard through a valid Power of Attorney, issued by the Receiving Party in favour of such authorized signatory.

For and on behalf of [insert the name of the Receiving Party]

Authorized Signatory Name:

Designation:



ANNEXURE A

FORMAT OF POWER OF ATTORNEY FOR SIGNING THE NON-DISCLOSURE UNDERTAKING

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize

Mr./Ms. (name), son/daughter/wife of and presently residing at, who is presently employed/retained with and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to sign in our name and on our behalf, the Non-Disclosure Undertaking ("NDU") for receiving confidential information with respect to the bidding process for the operations, management and development of Uyyalawada Narasimha Reddy Airport Kurnool, Andhra Pradesh

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 2.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.



Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/personally appeared before me/ signed before me/ attested/ Authenticated* (*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

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 executant 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 executant.

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 executants 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-VII

Guidelines of the Department of Disinvestment

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 Transaction 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-VIII

Guidelines for Visiting the Airport

(Refer Clause 2.5.4)

1. Bidder's request to the Authority in connection with visit to the Airport
 - (a) The formal written request shall:
 - (i) be sent to the Authority through email addressed to the following:
cgmtechapadcl@gmail.com or md-apadcl@ap.gov.in
 - (ii) specify the date and time requested for visiting the Airport and/or accessing the Data Room (noting the time restrictions set out in this Appendix-VIII);
 - (iii) specify the names of the Nominated Personnel of the Bidder in accordance with Clause 2.5.2 of the RFP.
 - (b) Only formal written requests in accordance with the provisions of Clause 2.5.4 of the RFP and this Appendix-VIII, duly received by the Authority shall be considered for its approval; and
 - (c) Visit to the Airport shall only be allowed on all working days of the Authority between 1100 hours to 1700 hours in accordance with the timelines specified in Clause 1.3 of the RFP.
2. Conditions for visiting the Airport
 - (a) Only the Bidders authorized by APADCL, shall be allowed to visit the Airport;
 - (b) The Bidder shall ensure that the Nominated Personnel of such Bidder do not interfere with the operations of the Airport. The Nominated Personnel shall be required to follow any directions that may be imposed by the Authority during such visit;



- (c) The Nominated Personnel shall undertake the visit subject to compliance of any applicable laws and the relevant restrictions, rules, regulations of the Authority;
- (d) The Nominated Personnel shall observe the safety regulations of the Authority at all times during the visit to the Airport ;
- (e) The Nominated Personnel shall be accompanied by the officials of the Authority for facilitating the visit to the Airport ;
- (f) The Authority does not warrant the accuracy and correctness of any statements made
by any official(s) of the Authority during the visit to the Airport ;
- (g) Should the Bidder have any query of reasonable relevance arising out of the visit to the Airport, the Bidder may send such query to the Authority in accordance with Clause 1.2.8 of the RFP, within the timelines specified in Clause 1.3 of the RFP;
- (h) The Nominated Personnel may take photographs during the visit to the Airport, only with the prior permission of the Authority's representative(s). Nevertheless, Authority reserves the right to refuse such activities at its sole discretion. Further, recording of any videos is strictly prohibited;
- (i) Smoking is not allowed at the Airport , except at designated smoking areas;
- (j) The Bidder shall take full responsibility of the Nominated Personnel of such Bidder. The aforesaid Nominated Personnel shall be subject to such security measures as the Authority deems fit. If any of the aforesaid Nominated Personnel displays any untoward behavior or refuses to follow the directions of the Authority's official(s), the Authority reserves the right to cause the removal of such Nominated Personnel from the premises; and
- (k) In the event that the Nominated Personnel do not comply with the conditions set forth in this Appendix-VIII, the Authority may, in its absolute discretion, revoke its



permission to the Bidder for undertaking the visit to the Airport and/ or accessing the Data Room with immediate effect and request all the aforesaid Nominated Personnel to vacate the Airport .



APPENDIX-IX

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 Operations, Management and Development of Uyyalawada Narasimha Reddy Airport, Kurnool in Andhra Pradesh

I/We offer Revenue Share Per Cent of (both in words and figure) plus applicable taxes which shall commence from the 6th (sixth) anniversary of the date of commercial operation (COD) of the Project and continue till the end of the concession period, in accordance with the provisions of the Concession Agreement. The Revenue Share shall be payable, as described 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-X

Letter of Comfort

[On Parent Company Letterhead]

Date: [●]

To

The

[Address]

[Authority

Name]

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]



APPENDIX-XI

MINIMUM DEVELOPMENT OBLIGATIONS

Development of Air Side Facilities:

Component	Scheduled Date of Completion
Night landing facility & DVOR installation	COD + 2 Years
Aviation ecosystem (ex. MRO/Cargo etc)	COD + 5 Years
Runway widening from (2000 m existing, expansion to 2750 m – Code 4C)	COD + 5 Years
Runway expansion (30m to 45m)	COD + 5 Years
Terminal expansion to Level of Service “C” Optimum standards	COD + 10 Years

Development of City Side:

Concession Period	Development in Percentage	Concession Period	Development of Land (in Percentage)
Year 1	10%	Year 16	50%
Year 2		Year 17	54%
Year 3		Year 18	58%
Year 4		Year 19	62%
Year 5		Year 20	66%
Year 6		Year 21	70%
Year 7	14%	Year 22	74%
Year 8	18%	Year 23	78%
Year 9	22%	Year 24	82%
Year 10	26%	Year 25	86%
Year 11	30%	Year 26	90%
Year 12	34%	Year 27	94%
Year 13	38%	Year 28	98%
Year 14	42%	Year 29	100%



Concession Period	Development in Percentage	Concession Period	Development of Land (in Percentage)
Year 15	46%	Year 30 onwards	100%

Notes:

Part A Airside Facilities:

A.1 The Concessionaire shall undertake and complete the Airside Mandatory Development Obligations specified in this Schedule within the timelines prescribed herein and in accordance with this RFP.

A.2 The Concessionaire shall ensure completion of all Mandatory Development Obligations relating to Airside Facilities within fifteen (15) years from COD.

A.3 All Airside Development shall be carried out in compliance with Applicable Law, Applicable Permits, DGCA, BCAS and AAI regulations, Airport safeguarding requirements, and Good Industry Practice.

A.4 Failure to achieve any Airside Mandatory Development Obligation within the prescribed timelines shall be treated as a breach of this Agreement and shall be governed by the provisions of Article 31, Article 32 and Article 33, and may constitute a Concessionaire Default in accordance with Article 35.

Part B Cityside Facilities

B.1.1 The Concessionaire shall develop the City Side Area in accordance with the minimum cumulative development percentages specified in Appendix XI (“Minimum Cumulative Development Obligations”).

B.1.2 The Minimum Cumulative Development Obligations shall be cumulative in nature and shall be measured with reference to the total City Side Area made available to the Concessionaire under this Agreement.

B.1.3 From the sixth (6th) Concession Year onwards, the Concessionaire shall ensure that the minimum cumulative percentage of development specified for each Concession Year is achieved and maintained at all times.

B.1.4 In the event the Concessionaire fails to achieve the applicable Minimum Cumulative Development Obligation for any Concession Year, such shortfall shall be carried forward, and the Concessionaire shall be required to make good such shortfall in addition to meeting the development requirement for subsequent Concession Years.



B.1.5 If the Concessionaire fails to achieve the Minimum Cumulative Development Obligations for a continuous period of three (3) Concession Years, such failure shall constitute a Concessionaire Default and shall be dealt with in accordance with Article 31 and Article 32 and Article 33 of Concession Agreement .

- 1) All development within the City Side Area shall comply with:
 - Obstacle Limitation Surface (OLS) requirements.
 - FAR / FSI regulations.
 - Airport safeguarding norms.
 - DGCA, BCAS and AAI regulations.
 - State Government and local Development Control Regulations; and
 - Applicable environmental and safety norms.
- 2) The Concessionaire shall not undertake or permit any activity which:
 - disrupts or adversely affects Airside operations.
 - creates aviation safety hazards.
 - causes pollution, emissions, glare, dust, vibration or wildlife attraction.
 - interferes with communication, navigation or surveillance systems.
 -
- 3) The Concessionaire shall complete all committed works within fifteen (15) years of COD on the Air side and the City side development within twenty-Nine (29) years of the COD.
- 4) Failure to achieve any Minimum Development Obligations mentioned above will be considered default and shall be governed by the provisions of Article 31 and Article 32 and Article 33 of the Concession Agreement.