



**ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION
LIMITED**

(A Govt. of Andhra Pradesh Undertaking)

**Expression of Interest (EOI)
For
Selection of Operator for Aero-sports and/or Flight Training Academy at
Kurnool Airport, Andhra Pradesh**

Notice No. APADCL/2019/Kurnool/02, Dated:30/08/2019

Managing Director

**Andhra Pradesh Airports Development Corporation Limited,
1st Floor, Block A, Anjaneya Towers, Ibrahimpatnam,
Vijayawada, Andhra Pradesh - 521456.**

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1. INVITATION FOR EXPRESSION OF INTEREST

Andhra Pradesh Airports Development Corporation Limited (APADCL) invites sealed Expression of Interest (EOI) from Operators of Aero-sports and/or Flight Training Academies at Kurnool Airport.

The EOI Document, containing the details of qualification criteria, submission requirement, brief objective & scope of work and evaluation criteria etc. can be downloaded from the website www.apadcl.com

Further details or queries, if any, may be referred in writing to the Managing Director &CEO, from APADCL, FDC Complex, Masab Tank, AC Guards, Hyderabad - 500028, during working hours or at e-mail: gmairports.apadcl@gmail.com

Last date for submission of EOI is 15th September, 2019, upto 1400 hrs. Sealed envelope, marked to the captioned address, containing EOI and non-refundable fee of Rs 5000/- (Rupees Five Thousand only) by way of DD/Pay Order in favour of “**Managing Director, Andhra Pradesh Airports Development Corporation Limited**”, payable at Vijayawada, mentioning “EOI for Selection of Operator for Aero-sports and/or Flight Training Academy at Kurnool Airport” on the top cover, may be submitted.

**“Managing Director
Andhra Pradesh Airports Development Corporation Limited,
1st Floor, FDC Complex, Masab Tank, AC Guards
Hyderabad - 500028”**

S. No.	Critical Dates	Date	Time
1.	Publishing Date	30.08.2019	
2.	Document Download Start Date	30.08.2019	
3.	Document Download End Date	15.09.2019	14.00 hrs
4.	Bid Submission End Date	15.09.2019	14.00 hrs
5.	Bid Opening Date	15.09.2019	15.00 hrs

S/d-
Managing Director & CEO
Andhra Pradesh Airports Development Corporation Limited

Note: APADCL reserves the right to cancel this request for EOI and/or invite afresh with or without amendments, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is indicative and APADCL reserves the right to amend/add further details in the EOI.

Encl.: EOI Document.

2. Background:

Kurnool Airport is located around 25 kms from Kurnool City, Kurnool District, in Andhra Pradesh. The Airport is constructed by Andhra Pradesh Airports Development Corporation Limited for 3C Aerodrome VFR Operations.

3. Aims & Objectives:

The objective of this EOI is to improve the visibility of the Airport to aviation fraternity, to optimize the commercialization of Kurnool Airport and also to boost the local growth at Kurnool.

4. EOI Processing Fees

A non-refundable processing fee for Rs. 5,000/- (Five Thousand Rupees only), in the form of a Demand draft or a Pay Order, drawn in favour of "Managing Director, APADCL", payable at Vijayawada, has to be submitted along with the EOI response. Bids received without or with inadequate EOI processing fees shall be liable to get rejected.

5. Venue & Deadline for submission of proposal

The proposal, in its complete form in all respects as specified in the EOI, must be submitted to APADCL at the address specified herein earlier. In exceptional circumstances and at its own discretion, APADCL may extend the deadline for submission of proposals by issuing an amendment to be made available on the APADCL website only and no correspondence will be made to any prospective Bidders.

6. Validity of Offer:

The offer for EOI, as per this document, shall be valid for a period of Three (3) months from the Bid Due Date initially, which may be extended further, if required by Authority.

7. Terms of Reference

The detailed terms of reference are enclosed at **Annexure-I**.

8. Instructions to Prospective Operators

The Expression of Interest is to be submitted in the manner prescribed below: -

All information, as detailed below, are to be submitted in two hard copies, each in separately sealed envelopes and one soft copy in Pen drive: -

- a) Applicant's Expression of Interest as per Format-1.
- b) Organizational Contact Details as per Format-2.
- c) Experience of the organization as per Format-3.
- d) Additional information as per Format-4.
- e) Declaration as per Format-5.
- f) Power of Attorney in favour of Authorized Signatory with long and short signatures of Authorized person.

EOI Documents have been hosted on the website www.apadcl.com and may be downloaded

from the website.

The Bidders are expected to examine all instructions, forms, terms and other details in the EOI document carefully. Failure to furnish complete information as mentioned in the EOI document or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

9. Qualification Criteria:

The following will be the minimum qualification criteria. Each eligible bidder should possess all the following qualification criteria. Responses not meeting the minimum qualification criteria will be summarily rejected.

S. No.	Qualification Criteria	Supporting Compliance document
1.	The Applicant shall be a Firm/ Company/ Partnership/ Proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932.	Copy of Certificate of incorporation and Partnership Deed, if any.
2.	The Applicant / Consortium should have minimum one skydiving aircraft and one microlite aircraft to operate.	NSoP/ Suitable document of the skydiving Aircraft/microlite aircraft proof of ownership issued by DGCA
3.	The Applicant / Consortium or aircraft operator should have valid Ministry of Home Affairs security clearance for its Directors/ Management.	Security Clearance Certificate from Ministry of Civil Aviation/ Ministry of Home Affairs.
4.	The Applicant / Consortium should own equipment for conduct of the aero sports like sky diving parachutes, microlite aircraft, skydiving aircraft, parasail, power paragliders etc.	List of equipment owned by the Bidder Organization.
5.	The equipment mentioned in point 4 should be duly registered with the authorities like Director General Civil Aviation/ or have permission of DGCA, where ever necessary.	DGCA permission copy to be included.
6.	The Applicant/ Consortium should have DGCA approval (CAR D3N- N1) under appropriate aerial work category / or should be eligible for such approval, having a valid application pending with DGCA as on date of this notice.	Copy of DGCA approval.
7.	The firm should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies	Undertaking signed by the Authorized signatory

8.	For flight training Academy the agency must have minimum two aircrafts and registered with DGCA as a flying training academy	Copy of DGCA certificate for ownership of aircraft and aviation academy
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10. Evaluation Criteria and Method of Evaluation:

- i. Screening of EOIs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- ii. Preference will be given to agencies offering highest rental i.e. pre-fixed rental plus (+) additional rental (if any), without demand of any subsidy.

11. Response:

- i. Bidders must ensure that their Bid response is submitted as per the formats attached with this document. Special comments on the objectives and scope of the service projected may also be submitted along with the offer.
- ii. Envelope 1 will contain all eligibility criteria. Envelope 2 will contain the financial offer w.r.t. payment of lease rental and grant if any. Both envelopes are to be enclosed in a third envelope.
- iii. Application in sealed cover is to be super scribed, as "EOI for Selection of Operator for Aero-sports and/or Flight Training Academy at Kurnool Airport"

12. Conflict of Interest:

- i. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform APADCL, detailing the conflict in writing as an attachment to this Bid.
- ii. APADCL will be the final arbiter in cases of potential conflicts of interest. Failure to notify APADCL of any potential conflict of interest will invalidate any verbal or written agreement.
- iii. A Conflict of Interest is where a person who is involved in the EOI has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful. Actual and potential conflicts of interest must be declared by a person involved in a Bid process.

13. Condition under which EOI is issued:

The EOI is not an offer and is issued with no commitment. APADCL reserves the right to withdraw EOI and or vary any part thereof at any stage. APADCL reserves the right to disqualify any bidder, should it be so necessary at any stage.

14. Last date of submission of EOI:

The last date of submission of EOI is 15.09.2019 by 1400 hrs. and bid opening is on 15.09.2019 at 1500 hrs.

15. FORMATS FOR SUBMISSION:**FORMAT - 1****APPLICANT'S EXPRESSION OF INTEREST**

To,

Managing Director
Andhra Pradesh Airports Development Corporation Limited,
1st Floor, Block A, Anjaneya Towers, Ibrahimpatnam,
Vijayawada, Andhra Pradesh - 521456

Sub: Submission of Expression of Interest for Selection of an Operator for Aero-sports and Flight Training Operations at Kurnool Airport

Sir,

In response to the Invitation for Expressions of Interest (EOI), published on 30/08/2019 for the above purpose, we would like to express our interest to carry out the operations of Aero-sports and / or Flight Training Academy at Kurnool Airport, Andhra Pradesh. As instructed, we attach 2 sets of the following documents in separately sealed envelopes and one soft copy (pendrive):

1. Organizational Details (Format-2)
2. Experience in related fields (Format-3)
3. Additional information (Format-4)
4. Declaration (Format-5)
5. Power of Attorney in favour of Authorized Signatory with long and short signatures of Authorized person

The validity of this EOI is for 90 (ninety) days from the submission of EOI.

Sincerely Yours,

Encl.: As above.

Signature of the applicant
[Full name of applicant]
Stamp & Date:

Note: This is to be furnished on the letter head of the organization.

FORMAT - 2

S. No	Organizational Details	
1	Name of Organization	
2	Main areas of business	
3	Type of Organization Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956 / the partnership Act, 1932	
4	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
5	Address of registered office with telephone no., email, fax	
6	Address of offices in India	
7	Contact Person with telephone no. & e-mail ID	

Enclose: -

1. Copy of Certificate of Incorporation.
2. Copy of Article of Association in respect of 3 above.
3. Undertaking in respect of 4 above.

Signature of the applicant
Full name of the applicant
Stamp & Date

FORMAT - 3

Experience in Related Fields		
Overview of the past experience of the Organization in all aspects		
S. No	Relevant Experience	No.of Years (in India/Abroad) and details
1.	Aero-sports Activities	
2.	Flight Training Academy	

*Attach documentary evidence

Signature of the applicant
Full name of applicant
Stamp & Date

FORMAT - 4**Additional Information**

1. List all enclosures related to the previous sections

S.NO	Description	No. of pages

2. Additional information to support the eligibility as per Section 7
(Not more than 2 pages).

Signature of the applicant
Full name of applicant
Stamp & Date

FORMAT - 5

Declaration

We hereby confirm that we are interested in competing for Selection of an Operator for Aero-sports and/or Flight Training Academy at Kurnool Airport, Andhra Pradesh.

All the information provided herewith is genuine and accurate.

Authorized Person's Signature.

Name and Designation:

Date of Signature:

Note: The declaration is to be furnished on the letter head of the organization.

ANNEXURE-I**Expression of Interest for Selection of an Operator for Aero-sports and / or Flight Training Academy at Kurnool Airport****TERMS OF REFERENCE**

1. To establish an **Aero Sports centre / Flight training Academy at Kurnool Airport**, fully functional, certified and sustainable for 365 days-a-year.
2. The lease period for the Flight Training Academy and Aero sports activities is initially for a period of 5 (five) years from the date of signing of the Agreement, which can be renewed for a maximum period upto 20 years, in slabs of 5 years each, subject to mutual agreement and approvals
3. A Hanger space of 1750 sq.ft approx. size for aero-sports and 850 sq.ft approx. size for flight academy will be made available. A common apron, suitable for code A aircraft, with one dedicated parking space for aero-sports and 3 dedicated parking space for flight academy will be provided for operations.
4. Minimum 10 hours of operations, on daily basis will be made available for activities at airport, which may include ATC watch hours and non-ATC watch hours periods. Preference shall be given to commercial/ defence aircraft operations.
5. The following services will be available for all related activities during Non-ATC watch hours:
 - a. Maneuvering area of the airport as stipulated for code 3C aircraft operations
 - b. AATAS - Advance Air Traffic Advisory System which works on VHF module and provides basic METAR on real time basis.
 - c. Basic approach lights, runway and taxiway edge lights
 - d. Suitable firefighting and rescue facilities.
 - e. Airport Security.
6. The Operators have to ensure safety requirements for all users, including trainees, para jumpers and commercial users, staff etc. In the event of any unsafe conditions, damage to airport infrastructure, aircraft / para glider on ground or in air, breakdowns, incident or accidents the Operator shall follow the relevant operating procedures as stipulated by regulatory authorities and undertake rescue and salvage operations as applicable without any delay, failing which Authority will have a right to remove aircraft / para gliders from operational area, without prejudice to its rights, at the cost of Operator. Such procedures shall conform to the provisions of this Agreement, applicable Laws, applicable permits, standards prescribed in the relevant ICAO/ DGCA Documents, Annexes and good industry practice.

Agreement

This agreement is made and executed on this the __ day of ____ at ____.

BY AND BETWEEN:

M/s. ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LTD.
("APADCL"), represented by its _____, having its registered office
_____.

Herein after called the first party, which term shall mean and includes its
administrators and successors on FIRST PART

And

_____(Operator), represented by
its _____ having its registered office at
_____, herein after called the second
party, which term shall mean and includes its administrators and successors on
SECOND PART

WHEREAS

The Government of Andhra Pradesh desires to make the State a preferred destination for investment in aviation and allied businesses by creating airports as hubs of economic activity.

----- is interested and has submitted it's EOI to the first party to establish an Aero Sports centre / Flight training Academy at Kurnool Airport, fully functional, certified and sustainable for 365 days-a-year.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

That the second party has submitted an EOI to the first party with a proposal to establish an Aero Sports centre / Flight training Academy at Kurnool Airport, fully functional, certified and sustainable for 365 days-a-year.

1. That the first party has agreed to the interest of the second party.
2. That the second party proposes an Aero Sports centre / Flight training Academy with the following facilities: -
 - a.
 - b.
 - c.
3. The following is agreed between both parties;
 - a. A Hanger space of 1750 sq.ft approx. size for aero-sports and 850 sq.ft approx. size for flight academy will be made available. A common apron, suitable for code A aircraft, with one dedicated parking space for aero-sports and 3 dedicated parking space for academy will be provided for operations for the purpose of housing of aircraft, safety equipment.
 - b. The lease period for the Flight Training Academy and Aero sports activities is initially for a period of 5 (five) years from the date of signing of the Agreement, which can be renewed for a maximum period upto 20 years, in slabs of 5 years each, subject to mutual agreement and approvals
 - c. _____(Operator): The Lease amount and any applicable taxes will be payable from the date of handing over the site.
 - d. Lease rental shall be 10% of the current Market Value of the land per annum, prevailing at the time of agreement, subject to condition that the initial period of lease is only for five years and shall in no case the lease shall exceed twenty-five years
 - e. In case of any expansion to leased area, which may include covered or open paved / unpaved area, rental rate equal to existing rates or prevailing at that time, whichever is higher, will be applicable.

- f. _____(Operator) will take necessary permissions to conduct their operations at Kurnool Airport.
- g. Landing, Parking charges:
- During ATC watch hours- All applicable AAI charges, prevailing at that point of time are payable to AAI. Airport charges payable to APADCL are attached as annex -1
 - **For Aero Sports Centre:** - During non-ATC watch hours- First 300 landings in a month, which includes landings within the watch hours also, will be charged @ Rs. 67.10/landing (i.e. similar to applicable AAI charges for Non-major airports and will be revised as and when relative AAI charges are revised). Thereafter, each landing for Aircraft above 1000 Kg will be charged @ Rs.671/- (10 times higher than the normal charges). This will apply for the tenure of this Agreement.
 - **For Flying Training Academy:** - During non-ATC watch hours- First 600 landings in a month, which includes landings within the watch hours also, will be charged @ Rs. 67.10/landing (i.e. similar to applicable AAI charges for Non-major airports and will be revised as and when relative AAI charges are revised). Thereafter, each landing for Aircraft above 1000 Kg will be charged @ Rs.671/- (10 times higher than the normal charges). This will apply for the tenure of this Agreement.
 - Landing charges for Aircraft upto 1000 Kg (Hand glider/Microlite/Power Gliders or equivalent) is Rs. 67.10 per landing (similar to applicable AAI charges for Non-major airports and will be revised as and when AAI charges are revised). This will apply for the tenure of this Agreement irrespective of number of landings.
 - Parking Charges - similar to applicable AAI charges for Non-major airports and will be revised as and when AAI charges are revised. This will apply for the tenure of this Agreement.
- h. _____(Operator): Consumables will be payable as per use. Meters, as specified by Authority, for electric and water to be installed by user agency.
- i. APADCL will arrange that _____ (Operator) gets minimum 10 hours of operation on daily basis for its activities at airport, which may include ATC watch hours and non-ATC watch hours periods. Preference shall be given to commercial/ defence aircraft operations.
- j. All Major/Structural repairs if any, which may arise during the lease period, the rectification will be taken up by APADCL. Minor maintenance and housekeeping will be carried out by _____(Operator) at his own cost.

4. That the first party will extend the necessary assistance and support to the second party for securing necessary permissions/ registrations/ approvals/ clearances etc., from the concerned departments of the State as per the existing policies/ rules and regulations of the Government.
5. The second party shall pay a monthly lease rental of Rs 2.87 per sq. ft + fixed infrastructure cost of Rs. 15,000/- per month plus applicable taxes, if any, on or before 10th day of the calendar month for the effective period. In case of any delay in payment of lease rental beyond 5 days of grace period from the due date, a penalty of Rs. 100/- will be applicable for each day of default.

OBLIGATIONS OF SECOND PARTY

A. Safety

1. Ensure safety adherence for all users, including trainees, para jumpers and commercial users, staff etc. In the event of any unsafe conditions, damage to Airport infrastructure, aircraft on ground or in air, breakdowns, incident or accidents, _____(Operator) shall follow the relevant operating procedures and undertake rescue and salvage operations as applicable without any delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits, standards prescribed in the relevant ICAO/ DGCA Documents, Annexes and Good Industry Practice.
2. A safety statement shall be prepared by _____ (Operator) once every quarter to bring out clearly the system of management of checks and maintenance for various assets in commercial operations, and the compliance thereof. The statement shall also bring out the nature and extent of staff training and awareness in dealing with such checks. Same shall be furnished to APADCL on quarterly basis.
3. The following safety equipment shall be provided at the Airport:
 - a. Suitable class A,D,E Fire extinguishers within its premises;
 - b. Necessary first aid boxes; and
 - c. such other equipment as may be required in conformity with the relevant ICAO Documents and Annexes, applicable guidelines of DGCA and Good Industry Practice.
4. A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during such emergency through periodic simulated exercises, as laid down in a manual for management of disasters ("Disaster Management Manual"), to be prepared and published by the _____ (Operator) prior to operational date. _____ (Operator) shall provide 3 (three) copies each of

the Disaster Management Manual to APADCL no later than 15 (fifteen) days prior to operational date.

- B. Shall pay all applicable charges for issuance of Airport entry permit for staff and vehicles.

REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

1. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
2. It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
3. This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
4. It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
5. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party and by which it or any of its properties or assets is bound or affected;
6. There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
7. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect on its ability to perform its obligations under this Agreement and to its knowledge no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement; and

8. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material and adverse effect on its ability to perform its obligations under this Agreement.

INDEMNITY AND COMPENSATION

1. Each Party ("Indemnifying Party") shall indemnify, defend, save and hold harmless the other Party and its officers, servants, shareholders, agents, affiliates and representatives, (the "Indemnified Party(ies)") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, arising out of any breach by the Indemnifying Party of any of its obligations or wilful misrepresentation, gross negligence or fraud under this Agreement, except
 - i. any indirect, consequential, incidental, punitive or special damages and
 - ii. to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of any Indemnified Party.
2. The Indemnifying Party shall promptly, as soon as reasonably practicable after it becomes aware of the same, inform the Indemnified Party of any demand, claim, action or proceeding or anticipated demand, claim, action or proceeding against it, in respect of which it is entitled to be indemnified under this Clause 5. The Indemnifying Party shall have a right to assume defence of any such claim for which it has obligation to indemnify the Indemnified Parties. The Indemnified Parties shall take all steps (including provision of all necessary authorizations) required for the Indemnifying Party to assume defence and will give reasonable assistance to the Indemnifying Party in the defence of any such demand, claim, action or proceeding.
3. The Indemnified Parties shall take all reasonable steps to prevent, reduce to a minimum the losses, claims, damages, costs and expenses and mitigate the effect of any breach by the Indemnifying Party of any of its obligations or wilful misrepresentation or gross negligence giving rise to an event of indemnification under this Clause 8.

REPORTING OBLIGATIONS OF (Operator)

_____ (Operator) shall appoint representative nodal officer who shall be responsible for providing information and details to APADCL under this para.

Name:

Phone Number:

Email id:

EVENTS OF DEFAULT OF (Operator)

1. For the purposes of this Agreement, each of the following events or circumstances, to the extent not caused by a breach or default of APADCL, or non-cooperation by any Government Agency or Airport Operator, or a Force Majeure Event, shall be considered, as an event of default (the "Default Event") which, if not remedied within the cure period, if any, set out below shall provide APADCL the right to terminate this Agreement in accordance with the Agreement:
 - a. Failure by _____ (Operator) to pay the monthly Lease rental for three consecutive months in any calendar year.
 - b. In case of any delay in payment of lease rental beyond 5 days of grace period from the due date, a penalty of Rs. 100/- will be applicable for each day of default.
 - c. Any other material breach by _____ (Operator) of its obligations under this Agreement that is remediable and not remedied within a period of 90 (ninety) days, as mentioned in the written notice issued by APADCL specifying such breach and requiring _____ (Operator) to remedy the same.
2. In the event of a Default Event, APADCL shall have the right to notify _____ (Operator) that such an event has occurred and (if it is capable of remedy) requiring the remedy of the same within a reasonable period of not more than 90 (ninety) days. If, following the end of the period stated in such notice, the event giving rise to the Default Event has not been remedied, APADCL shall have
 - a. The right to en-cash the Bank Guarantee and,
 - b. The right to issue a notice to _____ (Operator) terminating this Agreement, in accordance with the Agreement.

DISPUTE RESOLUTION

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set forth below.

Amicable Settlement:

1. In the event of any Dispute between the Parties, either Party may call upon the other Party to resolve the issue raised in the Dispute and arrive at an amicable settlement thereof. Each Party shall nominate a responsible person to resolve the issue through amicable settlement within a period of 30 (thirty) days.
2. If the parties fail to resolve the dispute, the dispute shall be referred to a sole arbitrator by mutual consent of both the parties. The arbitration proceedings shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be in English.
3. The venue of the arbitration shall be at Vijayawada, Andhra Pradesh.
4. The arbitration expenses shall be equally born by both the parties.

INSPECTION

_____ (Operator) shall make available its premises for inspection during normal business hours on all working days, to APADCL as and when required.

GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the Laws of India.

MISCELLANEOUS

- A. Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement;
 - a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
 - b. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
 - c. shall not affect the validity or enforceability of this Agreement in any manner.
- B. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.
 - a. APADCL reserves the right to verify all statements, information and documents submitted by _____ (Operator) in its Proposal. Failure of APADCL to undertake such verification shall not relieve _____ (Operator) of its obligations or liabilities hereunder nor will it affect any right of APADCL hereunder.

C. SEVERABILITY

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing on one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

D. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

E. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

F. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

ANDHRA PRADESH AIRPORTS
CORPORATION LTD.

OPERATOR

MANAGING DIRECTOR

MANAGING DIRECTOR



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

CHARGES FOR AIRPORT SERVICES AT NON MAJOR AIRPORTS & AIR NAVIGATION SERVICES AT ALL AIRPORTS EFFECTIVE FROM 01/04/2019 TO 31/03/2020 (ANY CHANGE SHALL BE NOTIFIED)

(I) Route Navigation Facility Charges (RNFC)

(A) Route Navigation Facility Charges (RNFC) – International Flights

a) RNFC for Landing Flights:

$$\text{RNFC} = \text{Rs.} (R \times D \times W)$$

$$R = \text{Rs.} 5330/-$$

$$D = \sqrt{(\text{GCD}/100)} \text{ with GCD cap as } 1200 \text{ NM}$$

$$W = \sqrt{(\text{AUW}/50000)} \text{ with AUW cap as } 2,00,000 \text{ Kilograms}$$

(B) Route Navigation Facility Charges (RNFC) – Domestic Flights

a) RNFC for Landing Flights:

$$\text{RNFC} = \text{Rs.} (R \times D \times W)$$

$$R = \text{Rs.} 4620/-$$

$$D = \sqrt{(\text{GCD}/100)} \text{ with GCD cap as } 1200 \text{ NM}$$

$$W = \sqrt{(\text{AUW}/50000)} \text{ with AUW cap as } 2,00,000 \text{ Kilograms}$$

(C) RNFC for Overflying- International Flights

RNFC for Overflying-	Rates for the year in INR
	Rs.(R x D xW)+Rs.5080/-

(D) RNFC for Small Aircrafts registered in India: Domestic Flights

Route Navigation Facility Charges (RNFC) in respect of aircrafts with maximum All-Up Weight:-

(a)	Upto 10,000 Kgs. Shall be levied @ 20% of the applicable rates of weight-cum-distance formula; and
(b)	More than 10,000 Kgs. to 20,000 Kgs. shall be levied @ 40% of the applicable rates of weight-cum-distance formula.

Note:

i)	RNFC for Overflying mentioned above is applicable only to Delhi, Mumbai, Kolkata and Chennai FIRs.
ii)	Charges shall be calculated on the basis of nearest MT (i.e. 1000 Kgs.)
iii)	No RNFC charges on circuit flying and local flying on aircrafts used for training purpose by the approved flying schools/flying training institutes.
iv)	RNFC charges at 20% of the applicable rate for small aircraft with MTOW of <10000 kgs. is to be levied for cross country flying on aircrafts used for training purpose by the approved flying schools/flying training institutes.

(II) TERMINAL NAVIGATIONAL LANDING CHARGES (TNLC)

a) International Airports including Goa International Airport (Civil Enclave)- International Flights

Weight of Aircraft	For each landing/International flights (Amount in Rs.) Rates for the year in INR
Below 10,000 kgs.	1256.50

10,000 kgs. and above	7560.70
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b) International Airports including Goa International Airport (Civil Enclave) –Domestic Flights

TERMINAL NAVIGATIONAL LANDING CHARGES (TNLC)	
Weight of Aircraft	For each landing / Domestic flights (Amount in Rs.) Rates for the year in INR
Below 10,000 kgs.	1087.90
10,000 kgs. and above	6546.10

Note:

i)	TNLC mentioned above is applicable at Delhi, Mumbai, Chennai, Kolkata, Trivandrum, Bengaluru (BIAL), Hyderabad (Shamshabad - HIAL), Goa and Cochin airports.
ii)	TNLC at 5 International Airports, i.e., Kolkata, Delhi, Mumbai, Chennai, Trivandrum to be reduced by 25% of the current rates for Domestic Flights.
iii)	For Small Domestic Aircrafts (MTOW up to 21000 Kgs.) TNLC shall be @ Rs 110/- per 1000 Kgs. (Since TNLC rate for Small Domestic aircraft is a concessional rate, there is no further concession/reduction for Small Domestic Aircrafts). However, for Small Domestic Aircrafts where concessional rate indicated above is more than the normal rate, normal rate for TNLC would be applicable.
iv)	Charges shall be calculated on the basis of nearest MT (i.e. 1000 Kgs.).

(C) Civil enclaves (other than Goa International Airport) –

i) International Flights-

Weight of Aircraft	(Amount in Rs.)
Upto 10,000 kgs	Rs. 17.70 per 1,000 kgs
10,001 kgs to 20,000 kgs	Rs. 177.00/- Plus Rs. 26.70 per 1,000 kgs in excess of 10,000 kgs.
20,001 kgs to 50,000 kgs	Rs. 444/- Plus Rs. 53.30/-per 1,000 kgs in excess of 20,000 kgs
50,001 kgs to 1,00,000 kgs	Rs. 2,043/- Plus Rs.63.50/- per 1,000 kgs in excess of 50,000 kgs
Over 1,00,000 kgs	Rs. 5,218/- Plus Rs. 71.20 per 1,000 kgs in excess of 1,00,000 kgs

ii) Domestic Flights-

Weight of Aircraft	(Amount in Rs.)
Upto 10,000 kgs	Rs.9.90 per 1,000 kgs
10,001 kgs to 20,000 kgs	Rs. 99/- Plus Rs. 15.40/- per 1,000 kgs in excess of 10,000 kgs
Over 20,000 kgs	Rs. 253/- Plus Rs. 30.80 per 1,000 kgs in excess of 20,000 kgs

Note:

- i) Charges shall be calculated on the basis of nearest MT (i.e 1000 kgs.)
- ii) No TNLC charges on aircrafts used for training purpose by the approved flying schools/flying training institutes.

(III) LANDING CHARGES- Landing Charges per single landing

(i) Domestic Flights-

Weight of Aircraft	(Amount in Rs.)
Upto 10,000 kgs	Rs. 67.10 per 1,000 Kgs
10,001 kgs to 20,000 kgs	Rs. 671/- Plus Rs. 117.70 per 1,000 kgs in excess of 10,000 kgs
Over 20,000 kgs	Rs. 1848/- Plus Rs. 231/- per 1,000 kgs in excess of 20,000 kgs

ii) International Flights –

Weight of Aircraft	(Amount in Rs.)
Upto 10,000 kgs	Rs. 141.00 per 1,000 Kgs
10,001 kgs to 20,000 Kgs	Rs. 1,410/- Plus Rs. 207.10 per 1,000 kgs in excess of 10,000 Kgs
20,001 kgs to 50,000 kgs	Rs. 3,481/- Plus Rs.409.10 per 1,000 kgs in excess of 20,000 kgs
50,001 kgs to 1,00,000 kgs	Rs. 15,754/- Plus Rs. 477.80 per 1,000 kgs in excess of 50,000 kgs.
Over 1,00,000 kgs	Rs. 39,644/- Plus Rs. 545.10 per 1,000 kgs in excess of 1,00,000 kgs

Note:

- 1) No landing charges shall be payable in respect of :- (a) aircraft with a maximum certified capacity of less than 80 seats, being operated by domestic scheduled operators at all non-major airports and (b) Helicopters of all types. (c) Approved Flying school/ flying training institute aircrafts.

- 2) Landing & Parking charges at all Non-Major airports in the North Eastern Region, Jammu & Kashmir, A&N Island and Lakshadweep (other than Defense Airports) to be reduced by 25% of the proposed rates at Non-major airports.
- 3) Charges shall be calculated on the basis of nearest MT (i.e. 1000 kgs.)
- 4) Flight operating under Regional Connectivity Scheme will be completely exempted from landing charges from the date the scheme is operationalized by MoCA.

(IV) HOUSING CHARGES:

(i) Domestic flights:

Weight of Aircraft	(Amount in Rs.) Rate per Hour
Upto 40,000 kgs	Rs. 3.50 per hour per 1,000 kgs
40,001 kgs to 1,00,000 kgs	Rs. 140/- Plus Rs. 6.80 per hour per 1,000 kgs in excess of 40,000 kgs
Over 1,00,000 kgs	Rs. 548/- Plus Rs. 10.30 per hour per 1,000 kgs in excess of 1,00,000 kgs

(ii) International flights :

Weight of Aircraft	(Amount in Rs.) Rate per Hour
Upto 40,000 kgs	Rs. 4.10 per hour per 1,000 kgs
40,001 kgs to 1,00,000 kgs	Rs. 164/- Plus Rs. 7.90 per hour per 1,000 kgs in excess of 40,000 kgs
Over 1,00,000 kgs	Rs. 638/- Plus Rs. 11.90 per hour per 1,000 kgs in excess of 1,00,000 kgs

- ***Housing charges are to be levied when aircraft is parked in the hanger owned by AAI.***

(V) PARKING CHARGES

(i) Domestic flights:

Weight of Aircraft	(Amount in Rs.) Rate per Hour
Upto 40000 Kgs	Rs. 1.80 per hour per 1000 Kgs
40001 to 100000 Kgs	Rs. 72/- +Rs. 3.40 per 1000 Kg per hour in excess of 40000 Kgs
Above 100000 Kgs	Rs. 276/- +Rs 5.20 per 1000 Kg per hour in excess of 100000 Kgs

(ii) International flights:

Weight of Aircraft	(Amount in Rs.) Rate per Hour
Upto 40000 Kgs	Rs. 2.10 per hour per 1000 Kgs
40001 to 100000 Kgs	Rs. 84/- +Rs. 3.90 per 1000 Kg per hour in excess of 40000 Kgs
Above 100000 Kgs	Rs. 318/- +Rs 6.00 per 1000 Kg per hour in excess of 100000 Kgs

- ***Parking charges are to be levied for parking of aircraft in open/in contact stands.***

VI) NIGHT PARKING CHARGES BETWEEN 2200 HOURS TO 0600 HOURS -

(i) Domestic Flights :

Weight of Aircraft	Parking Charges Rate per Hour
Upto 40000 Kgs	Rs 0.90 per hour per 1000 Kgs
40001 to 100000 Kgs	Rs. 36/- +Rs. 1.70 per 1000 Kg per hour in excess of 40000 Kgs
Above 100000 Kgs	Rs. 138/- +Rs. 2.60 per 1000 Kg per hour in excess of 100000 Kgs

(ii) International Flights :

Weight of Aircraft	Parking Charges Rate per Hour
Upto 40000 Kgs	Rs 1.10 per hour per 1000 Kgs
40001 to 100000 Kgs	Rs. 44/- +Rs. 2.00 per 1000 Kg per hour in excess of 40000 Kgs
Above 100000 Kgs	Rs. 164/- +Rs. 3.00 per 1000 Kg per hour in excess of 100000 Kgs

Note:

1. No parking charges shall be levied for the first two hours. While calculating free parking period, standard time of 15 minutes shall be added on account of time taken between touch down time and actual parking time on the parking stand. Another standard time of 15 minutes shall be added on account of taxing time of aircraft from parking stand to take off point. These periods shall be applicable for each aircraft irrespective of actual time taken in the movement of aircraft after landing and before take-off.
2. For calculating chargeable parking time, part of an hour shall be rounded off to the nearest hour.
3. Charges shall be calculated on the basis of nearest MT.
4. Charges for each period parking shall be rounded off to nearest rupee.

5. At the in-contact stands and open stands, after free parking, for the next two hours normal parking charges shall be levied. After this period, the charges shall be double the normal parking charges.
6. Night parking charges for aircraft of domestic scheduled operators operating on domestic routes from International/domestic airports (including Civil Enclaves) will be waived off for making night halt at airports where the State Government has brought the rate of tax (VAT) on ATF upto 5%. The above mentioned waiver of night parking charges (between 2200 hrs. to 0600 hrs.) will be made applicable from the date of implementation of rate of tax (VAT) on ATF up to 5% of the respective State Govt. (s). In the event of upward revision in the tax rate of ATF by the respective State Govt., the relief of free night parking charges will also be deemed to be withdrawn for all the airports within the jurisdiction of the said State(s).
7. Flight operating under Regional Connectivity Scheme will be completely exempted from parking charges from the date the scheme is operationalized by MoCA.
8. Parking and Housing Charges is applicable at Civil Enclaves at the above rates wherever aircraft is parked at Apron / Parking Bay owned / constructed by AAI.

(VII) (A) Passenger Service Fee (Facilitation):

i) Domestic :

Per embarking pax. for Domestic Pax.	
Rate (In INR)	77 per Pax.
Rate (In US \$)	1.93 per Pax.

ii) International :

Per embarking pax. for International pax.	
Rate (In INR)	89 per Pax.
Rate (In US \$)	2.23 per Pax.

(B) Passenger Service Fee (Security):

Per embarking pax. for Domestic and International pax.	
Rate (In INR)	130 per Pax.
Rate (In US \$)	3.25 per Pax.

Note-

- a) Collection charges: if the payment is made within 15 days of receipt of bills, then collection charges at 2.5% of PSF per passenger is payable by AAI to Airline operators. No collection charges shall be payable if the operator fails to pay the PSF to AAI within the credit period and incase of part payment. Airlines to make full payment of PSF collection to AAI and raise a separate invoice for the collection charges on PSF to AAI.
- b) No collection charges are payable to casual operator/non-scheduled operators.
- c) For conversion of US\$ into INR the rate as on the 1st day of the month for 1st fortnightly billing period and rate as on 16th of the month for the 2nd fortnightly billing period shall be adopted.

(VIII) USER DEVELOPMENT FEE (UDF):

S.No	Airport	Amount in (INR)	
		Domestic per Pax .	International per Pax .
1.	Amritsar	150	1051
2.	Udaipur	150	Nil
3.	Trichy	150	416
4.	Varanasi	150	1127

Note:

1. UDF collection charge at a flat rate of Rs. **5/-** per pax. (all inclusive) is allowed to airlines subject to payment of UDF collection to AAI within 15 days of receipts of bill.
2. Airlines to make full payment of UDF to AAI and raise a separate invoice for the collection charges on UDF to AAI.

Exemption from levy and collection from UDF , PSF (F) & PSF(SC) at the airports

The Ministry of Civil Aviation, Govt. of India vide order no. AV.16011/002/2008-AAI dated 30.11.2011 has directed AAI to exempt the following categories of persons from levy and collection of UDF/PSF.

- a) Children (under age of 2 years),
- b) Holders of Diplomatic Passport,
- c) Airlines crew on duty including sky marshals & airline crew on board for the particular flight only (this would not include Dead Head Crew, or ground personnel),
- d) Persons travelling on official duty on aircraft operated by Indian Armed Forces,
- e) Persons traveling on official duty for United Nations Peace Keeping Missions.
- f) Transit/transfer passengers (this exemption may be granted to all the passengers transiting up to 24 hrs. "A passenger is treated in transit only if onward travel journey is within 24 hrs. from arrival into airport and is part of the same ticket, in case 2 separate tickets are issued it would not be treated as transit passenger").
- g) Passengers departing from the Indian airports due to involuntary re-routing i.e. technical problems or weather conditions.

(IX) CHARGES FOR EXTENSION OF WATCH HOURS

1.Charges for Extension of Watch Hours (WH) are categorized into (a) Instrument Landing System Operating Stations (ILS Station) (b) Non-ILS Operating Stations (Non-ILS Station).

Charges for extension of Watch Hours beyond designated watch hours irrespective of the weight of the aircraft are categorized as follows:

RATES [PER HOUR CHARGES IN RUPEES]			
	AIRPORT CATEGORY	ILS STATION	NON-ILS STATION
(i)	AAI Airport	14130	3190
(ii)	Civil Enclave	10610	2390
(iii)	Airport where only ATC Services are provided by AAI	3540	800

a) Concessional rates per hour (in Rs.)- AAI Airports

Type of user	% age of Normal rates	ILS	NON ILS

		(ILS provided by AAI)	(ILS not provided by AAI)
Helicopter	10	1410	320
Aircraft up-to MTOW 10,000 Kgs.	20	2820	640
Aircraft up-to MTOW having MTOW more than 10,000 Kgs. but less than 20,000 kgs.	40	5640	1280
b) Concessional rates per hour (in Rs.)- Civil Enclaves			
Type of user	% age of Normal rates	ILS (ILS provided by AAI)	NON ILS (ILS not provided by AAI)
Helicopter	10	1060	240
Aircraft up-to MTOW 10,000 Kgs.	20	2120	480
Aircraft up-to MTOW having MTOW more than 10,000 Kgs. but less than 20,000 kgs.	40	4240	960
c) Concessional rates per hour (in Rs.)- Airports where only ATC services are provided by AAI			
Type of user	% age of Normal rates	ILS (ILS provided by AAI)	NON ILS(ILS not provided by AAI)
Helicopter	10	350	80
Aircraft up-to MTOW 10,000 Kgs.	20	700	160
Aircraft up-to MTOW having MTOW more than 10,000 Kgs. but less than 20,000 kgs.	40	1400	320

2.	A Concession to small domestic aircrafts, helicopters and aircrafts used for training purposes by approved Flying schools/ Flying training institutes on the extension of watch hour charges irrespective of whether the flying rules followed are VFR & IFR.
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3.	The charges are payable by all operators/agencies operating outside the watch hours, except aircraft(s) belonging to any armed force of the Union, including BSF & NCC.
4.	The charges are payable at the Airports where extension is availed at the time of landing / taking off as the case may be.
5.	When the two aircraft use the facility at the same time, Charges for Extension of Watch Hours for each Airline/aircraft should be charged separately and no sharing of charges between the Users is permissible.
6.	Fraction of hours may be rounded off to the next half an hour and charged accordingly.
7.	If the aircraft has taken off just before the closing of watch hours, watch hours should be extended at least for a period of 30 minutes after take-off as is the normal practice, this will not attract extra service charge. If the aircraft returns to land due to any technical reason, extended period beyond the normal watch hour, if any, should not be charged. However, any extension required after such landing should be charged as per rates applicable.
8.	Any extension of Watch Hours provided to accommodate an aircraft experiencing technical problem and requesting emergency landing should not be charged. Any extension required after such landing should be charged as per rates applicable.
9.	No charges will be levied for extension of Watch hours due to inescapable delays because of runway block/VVIP Movements/weather conditions at the station.
10.	If an Operator, after obtaining approval of AAI for extension of Watch hours, subsequently intends to withdraw the request under any circumstances, shall inform AAI at least 6 hours in advance of the scheduled departure or arrival time. If the Operator fails to do so, he shall be charged Charges for Extension of Watch Hours for a period of 4 hours as penalty.
11.	The charges for Extension of Watch Hours shall be levied as per revised rates per hour basis for a minimum period of one hour.
12.	The Charges indicated above are only for the services rendered by AAI.
13.	The Charges for Extension of Watch Hours are applicable to the airports which are having designated watch hours.
14.	In case when ILS is not operational, rates for non ILS station is to be charged.

Note- All the above charges are subject to levy of GST as per the applicable rates.

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