

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE AT CHENNAI**

APPEAL NO. 18 OF 2020

Sridevi Datla

...Appellant

v.

Union of India and Ors.

...Respondents

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1.	09.07.2021	Counter Affidavit on behalf of the 5 th Respondent	-	1
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Dated at Chennai on this the 9th day of July, 2021


Counsel for 5th Respondent

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE AT CHENNAI
APPEAL NO. 18 OF 2017

BETWEEN:

Sridevi Datla
Aged about 47 years,
W/o. DRSS Kumar Varma,
R/o. Door No. 10-37-11,
Ramanagar, Visakhapatnam,
Andhra Pradesh – 530002

...APPELLANT

VERSUS

1. UNION OF INDIA

Through the Secretary,
Ministry of Environment Forest and Climate Change
Indira Paryavaran Bhawan,
Jor Bagh, New Delhi – 110003

2. STATE OF ANDHRA PRADESH

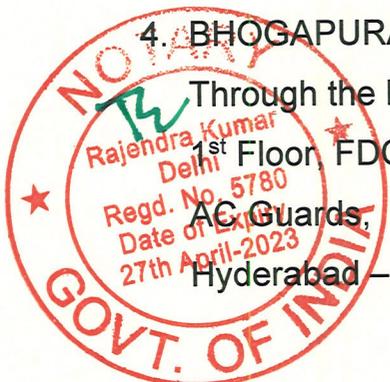
Through the Chief Secretary,
Secretariat Building,
Hyderabad.

3. ANDHRA PRADESH POLLUTION CONTROL BOARD

Through the Member Secretary,
D. No. 33-26-14 D/2,
Near Sunrise Hospital,
Pushpa Hotel Centre,
Chalamvari Street,
Kasturibaipet, Vijayawada – 520 008

4. BHOOGAPURAM INTERNATIONAL AIRPORT CORPORATION LTD.

Through the Managing Director,
1st Floor, FDC Complex,
AC Guards,
Hyderabad – 500 028



2.4/23

5. GMR Visakhapatnam International Airports Limited

Through Authorised Signatory,

Mr. Manomay Rai

Registered Office

10-1-43, Flat No. 202, Second Floor,

Siripuram Fort, Siripuram,

Visakhapatnam – 530003

Andhra Pradesh

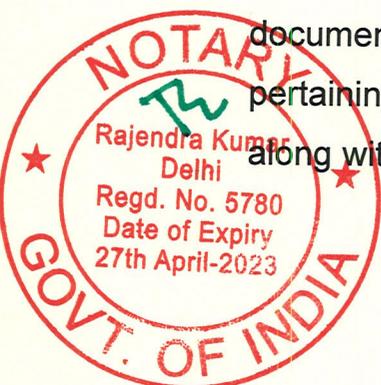
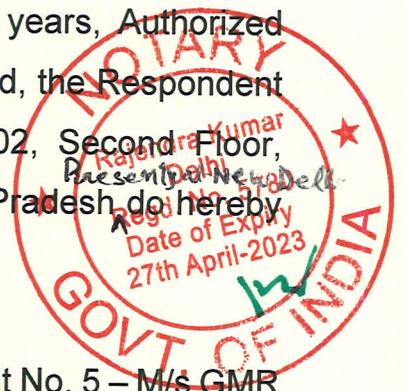
...RESPONDENTS

**COUNTER AFFIDAVOIT ON BEHALF OF GMR VISAKHAPATNAM
INTERNATIONAL AIRPORT LTD., RESPONDENT NO. 5**

MOST RESPECTFULLY SHOWETH:

I, Manomay Rai, S/o Sri Vijay Shanker Rai, aged 48 years, Authorized Signatory of GMR Visakhapatnam International Airports Limited, the Respondent No. 5, having its Registered Office at 10-1-43, Flat No. 202, Second Floor, Siripuram Fort, Siripuram, Visakhapatnam – 530003, Andhra Pradesh do hereby solemnly affirm and submit as under:

1. I state that I am the Authorized Signatory of the Respondent No. 5 – M/s GMR Visakhapatnam International Airports Limited, I am well conversant with the facts and circumstances of the case and I competent to swear the present affidavit. I have read and understood the contents of the Appeal filed along with the Annexures filed by the Appellant and I am filing the present Counter Affidavit in response to the averments allegations made by the Appellant in the Appeal.
2. At outset, I deny each and every statement in the Appeal to the extent the same is inconsistent with the facts presented by me in the present affidavit. Nothing shall be deemed to be admitted for want of denial. Leave of this Hon'ble Tribunal is sought to place on record and rely upon the various other documents as may be required to bring on record the correct and true facts pertaining to the present case. Leave is also sought to the said documents along with the present affidavit.



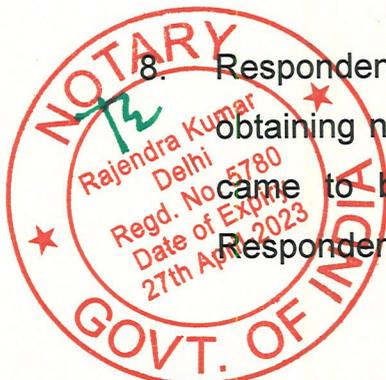
Manomay Rai

3. I state that the Appellant has filed the present Appeal challenging the Environmental Clearance dated 14.08.2017 ("**Environmental Clearance**") granted by the Ministry of Environment, Forest and Climate Change ("**MoEF & CC**") to M/s Bhogapuram International Airport Corporation Ltd., Respondent No. 4, now known as the Andhra Pradesh Airports Development Corporation Ltd. ("**APADCL**"). The Environment Clearance is for the development of Phase I of a Greenfield International Airport at Tehsil Bhogapuram, Distt. Vizianagaram, Andhra Pradesh ("**Bhogapuram Airport**").
4. I state that this Hon'ble Tribunal, vide Order dated 08.06.2021 was pleased to allow answering Respondent's application for impleadment, being I.A. No. 82 of 2021 and further directed answering Respondent to file a reply.
5. At the outset, it is submitted that the present appeal is an abuse of process of law and seeks to interfere with policies of Government and seeks to re-appraise documents and records already review by experts and authorities. It is submitted that the appeal is baseless and devoid of merit and the same be dismissed.
6. I state that the answering Respondent i.e., GMR Visakhapatnam International Airport Limited, Respondent No. 5, is a company incorporated under the provisions of the Companies Act, 2013, having corporate identity number U74999AP2020PLC114561 and its registered office at 10-1-43, Flat No. 202, Second Floor, Siripuram Fort, Siripuram, Visakhapatnam, Andhra Pradesh, India, 530003.

A. Project and Background

7. The State of Andhra Pradesh was re-constituted in 2014 ("State of AP") and there was a need for a new airport to provide reliable and seamless air connectivity across the State of AP in order to facilitate tourism, logistics by linking places of industry, and other major areas in the State of AP.

8. Respondent No.4 was thus constituted as Project Proponent and after obtaining necessary clearances and approvals, the Environment Clearance came to be granted on 14.08.2017. Thereafter, RFQ was issued by Respondent No.4 to:



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develop, operate and maintain a greenfield airport at Bhogapuram in Vizianagaram district ("**Airport**") through Public-Private Partnership ("**PPP**") on design, build, finance, operate and transfer ("**DBFOT**") basis ("**Project**").

A true copy of the RFQ is attached as **Annexure 1**.

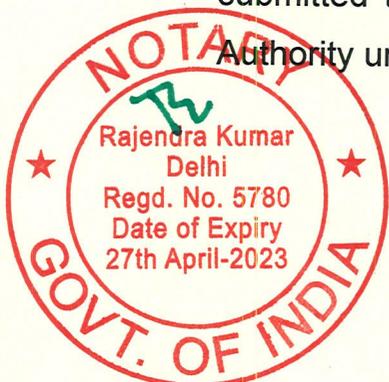
9. Pursuant to an international competitive bidding, GMR Airports Limited was selected as the highest bidder (H1). Government of Andhra Pradesh ("**State Government**"), vide G.O.Ms. 18 dated 30.03.2020 ("**said Government Order**") passed an order that:

- a. *Bhogapuram, Vizianagaram district under PPP mode shall be issued to M/s GMR Airports Limited (H1) preferred bidder who has quoted the highest Per-Passenger Fee of Rs.303/- as against an internal benchmark of Rs.209/-, commencing from the 10th anniversary of commercial operations date of the commissioning of Airport.*
- b. *the land parcel to be assigned to the developer for development of New Greenfield International Airport at Bhogapuram, Vizianagaram district shall be restricted to Ac 2,203.26 which will be detailed in the Concession Agreement.*

A true copy of the said Government Order dated 30.03.2020 is attached as **Annexure 2**.

10. Thereafter, the Concession Agreement dated 12.06.2020 was duly executed between Respondent No.4, Andhra Pradesh Airports Development Corporation Limited, and answering Respondent ("**Concession Agreement**") for execution of the Project as per the terms of Concession Agreement.

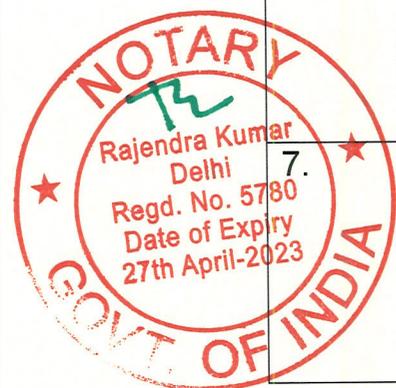
11. Pursuant to the execution of the Concession Agreement, answering Respondent has commenced preliminary surveys, master planning and designing works for the new airport. Answering Respondent has already submitted the master plan of the project to Respondent No.4, herein, the Authority under the Concession Agreement.



B. Brief List of Dates for answering Respondent

12. The sequence of events leading to execution of the Concession Agreement is set out in the chart below:

S. No.	Date	Events and Particulars
1.	20.05.2015	State Government approved/ granted approval of establishment of the Bhogapuram Airport and designated APADCL as Project Proponent for purposes of the construction, operations and maintenance of the Bhogapuram Airport.
2.	27.01.2016	Notice issued by the Ministry of Civil Aviation, Govt. of India granting/ issuing the site clearance approval for the Bhogapuram Airport along with conditions to be complied imposed by Ministry of Defence & the Director General of Civil Aviation.
3.	07.10.2016	Government of India granted approval for the Bhogapuram Airport subject to terms and conditions stipulated on Application No. AV.20015/111/2015-AD.
4.	14.08.2017	The Environmental Clearance was granted by the MOEF&CC to M/s Bhogapuram International Airport Corporation Ltd., now APADCL, Respondent No.4 for development of Greenfield International Airport at Tehsil Bhogapuram, Vizianagaram Distt., Andhra Pradesh
5.	24.11.2017	State Government issued Government Order bearing G.O. No. 30 regarding permission to change the name of Bhogapuram International Airport Corporation Ltd. to Andhra Pradesh Airports Development Corporation Ltd. (APADCL) and location of its registered office to be at Amravathi.
6.	17.07.2018	APADCL issued Notice bearing Notice No.2/ APADCL/BIA/RFQ Notification/2018/ for request for qualification (RFQ) for development, operation and management of the Bhogapuram Airport.
7.	17.11.2018	Project Proponent, after prescribing the technical and commercial terms and conditions for construction, operation and maintenance of the Airport on design, build, finance, operate and



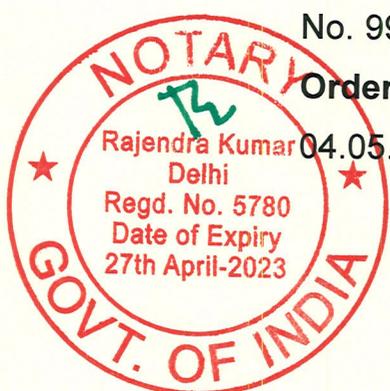
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		transfer basis, invited application by request for proposal from the bidders shortlisted pursuant to the RFQ for undertaking the Bhogapuram Airport.
8.	30.03.2020	After evaluation of bids received from the bidders, and as per said Government Order, State Government, Infrastructure & Investment (Airport) Department, accepted the bid of GMR Airports Ltd. as highest bidder.
9.	14.04.2020	In terms of said GO, LOA was issued in favor of GMR Airports Ltd. Further, in terms of the LOA, a new SPV, answering Respondent, was to be incorporated and concession agreement to be executed with the new entity.
10.	12.06.2020	Concession Agreement entered into between the Project Proponent, Andhra Pradesh Airports Development Corporation Ltd. and the answering Respondent, GVIAL.

C. Issues raised in present Appeal and Environmental Clearance

13. It is humbly submitted that while answering Respondent was not party to proceedings prior to grant of the Environmental Clearance, for a better appreciation of facts leading to the present challenge, answering Respondent has briefly set out facts leading up to the filing of the present Appeal as follows:

- a. On 27.02.2016, the Respondent No. 4 to the Appeal, i.e., APADCL, applied for grant of Environmental Clearance for the Bhogapuram Airport.
- b. Environmental Impact Assessment Report was prepared by GreenIndia Consulting Private Limited ("Greencindia"), an Environmental Consultant, duly accredited with QCI-NABET. The Environmental Impact Assessment Report was prepared in accordance with the Terms of Reference for the Airport sector deemed approved under the EIA Notification dated 14.09.2006 ("EIA Notification") as amended by GO No. 996 (E) dated 10.04.2015 issued by MoEF&CC ("EIA Government Order") along with additional TOR granted by MOEF&CC dated 04.05.2016.

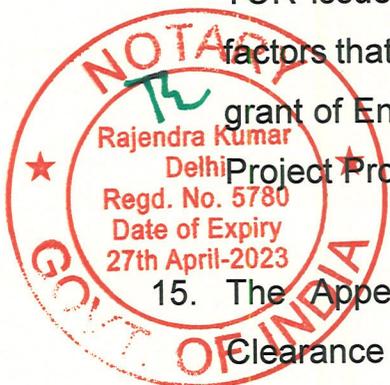


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- c. Public hearing on the Environmental Impact Assessment Report was conducted on 11.01.2017 and final EIA Report after incorporating the Project Proponent responses to public hearing was submitted to MOEF&CC online on 20.02.2017. Thereafter, the Expert Appraisal Committee ("EAC"), constituted under the EIA Notification for Airports, evaluated the Bhogapuram Airport in 15th EAC Meeting held on 13.04.2017 and 14.04.2017.
- d. After detailed deliberations, consideration of aspects in the Environmental Impact Assessment Report, the EAC granted the Environmental Clearance to the Respondent No. 4 *vide* proceedings bearing F. No. 10-21/2016-IA.III dated 14.08.2017.
- e. The Appellant herein, claiming to be an agriculturalist, having land in the area which, according to the Appellant, was illegally acquired for the Bhogapuram Airport on the basis of newspaper information, filed an Appeal before this Hon'ble Tribunal challenging the grant of the Environmental Clearance on 13.11.2017.
- f. It is also a matter of record that Appellant has challenged land acquisition proceedings separately before the Hon'ble High Court of Andhra Pradesh.

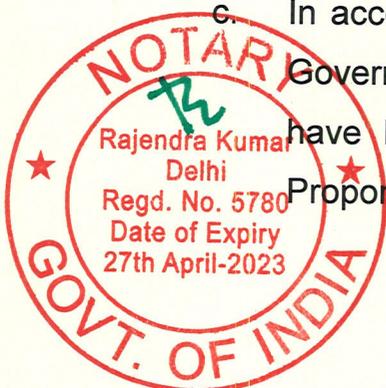
14. It is submitted that while answering Respondent was not part to the proceedings prior to grant of the Environmental Clearance, answering Respondent is of the bona fide belief and understanding that the final Environmental Impact Assessment Report ("**EIA Report**") has done a thorough analysis of impact of construction and operation activities at the Project Site and in the Study Area. Answering Respondent is of the bona fide belief and understanding that the EIA Report has duly considered factors under the EIA Notification and the Environment Impact Assessment Guidance Manual for Airports, February 2010 ("**EIA Airport Manual**") and the Finalized TOR issued by the EAC. The EAC has, independently applied its mind to factors that are specific to the airport sector and only thereafter recommended grant of Environmental Clearance with general and specific conditions to the Project Proponent.

15. The Appellant's allegations with regard to issuance of Environmental Clearance for the Bhogapuram Airport are:



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- a. Project Proponent has allegedly concealed status of pending litigation.
 - b. Project Proponent has allegedly concealed that the Bhogapuram Airport is an interlinked project requiring 15,000 acres (with the reference of newspaper).
 - c. Baseline study for the purpose of Environmental Impact Assessment Report was conducted before the TOR was granted to the Project Proponent by the Respondent No. 1, MoEF&CC.
 - d. Appellant alleges inadequate and faulty Environment Impact Assessment with respect to no details of eco-sensitive sites within study area.
 - e. Inadequate Noise Impact study.
 - f. Lack of clarity on water study.
 - g. Baseline data was conducted by a consultant not accredited with QCI/ NABET.
 - h. EAC has not duly considered environmental issues while granting Environment Clearance.
 - i. Issues that were raised in public hearing not duly considered.
 - j. Bhogapuram Airport is in violation of Ministry of Civil Aviation's Greenfield Airport Policy.
16. Based on review of material in public domain at that time, answering Respondent was of the *bona fide* belief that in view of detailed proceedings and voluminous impact assessment reports that preceded the Environment Clearance, the same was in accordance with law.
17. The answering Respondent therefore submits that the material on record would show:
- a. There is no concealment of litigation since the same is captured in the EIA Report and the Environmental Clearance itself.
 - b. The RFQ itself was limited for the purpose of '*develop, operate and maintain a greenfield airport at Bhogapuram..*' Therefore, there is no substance to the allegation that there is an interlinked project or that it involves 15,000 acres.
 - c. In accordance with the amendment to the EIA Notification by the EIA Government Order, as described above, standard TOR is deemed to have been granted when Form F1 was submitted by the Project Proponent i.e. the Respondent No. 4 herein. Therefore, there is no merit



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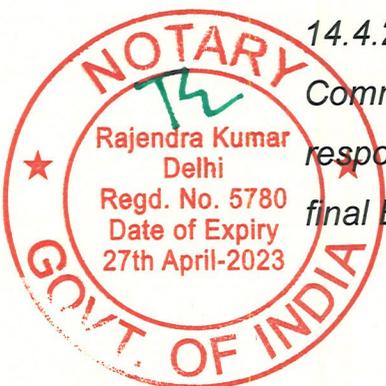
in the allegation that baseline studies commenced prior to approval of TOR.

- d. The EIA Report in Chapters 2, 3 and 4 exhaustively captures the Bhogapuram Airport description, description of environment and impact assessment of the Bhogapuram Airport in the Study Area during construction and operation stages with mitigation and environment management plans. The Appellant has only selectively taken out tables and charts. It is submitted that with respect to air, noise, water, soil, wastes and biological the impact analysis during construction and operations phase has been duly conducted by EIA Consultant in the EIA Report.
- e. The credentials of EIA Consultant have also been shared as part of the EIA Report and hence, the EIA Consultant is duly accredited with NABET/QCI.

18. The Appellant has also raised allegations that EAC has not duly considered environmental issues while granting Environment Clearance and that the same was done in haste. Further, that issues that were raised in public hearing not duly considered. It is submitted that the sequence of events, as demonstrated by Minutes of Meeting of the EAC, would show that the EAC even while confirming TOR had highlighted issues related to airport sector. Therefore, it is evident that the EAC did not mechanically approve the TOR for the Bhogapuram Airport.

19. Thereafter, as evident from the records that, in the EAC Meeting on 13.04.2017, the EAC has noted that information relating to issues raised in public hearing were inadequately addressed by the Project Proponent. The Project Proponent thereafter on 14.04.2017 submitted revised point-wise response to issues that were raised in the public hearing. The relevant portion of the Minutes of the Meeting is set out below:

The Committee noted that issues raised during public hearing have not been responded satisfactorily. The project authority vide letter dated 14.4.2017 has submitted the revised point wise response of PH to the Committee. The Committee noted that issues have satisfactorily been responded by the project authority and suggested to incorporate in the final EIA-EMP report.



29/4/17

Therefore, it is wrong to suggest that the EAC has not applied its mind or that it has recommended the grant of Environmental Clearance in haste.

20. Appellant's contention that Bhogapuram Airport is in violation of Ministry of Civil Aviation's Greenfield Airport Policy is wrong, and liable to be rejected. According to Appellant's reliance on the extract of the policy, it is stated:

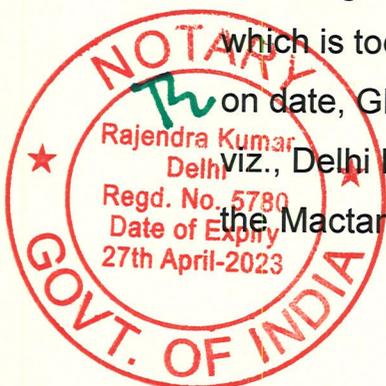
In case a greenfield airport is proposed to be set up within 150 Km of an existing civilian airport, the impact on the existing airport would be examined. Such cases would be decided by the Government on a case to case basis.

There is no prohibition for setting up a new airport within 150 km of an existing civilian airport. However, in the present case, the existing airport is not a civilian airport but a naval airport and hence, the policy relied upon by Appellant will not be applicable to the facts of the present case.

21. It is important to note that the EAC in its final meeting on 14.04.2017 has stipulated several environmental conditions to be complied by the Project Proponent along with other environmental conditions to be considered while granting Environmental Clearance. Therefore, it is submitted that this demonstrates that EAC has duly applied its mind and has not taken the decision in haste.
22. It is submitted that the conditions mentioned in the EC, more than adequately address, concerns of precautionary principle and sustainable development measures as raised by the Appellant and covers the requirement of air, noise, water, soil, waste and biological management required during construction and operations phase of the Airport. It is therefore submitted that the grounds of challenge raised by Appellant are without merit and liable to be dismissed.

D. Background of answering Respondent

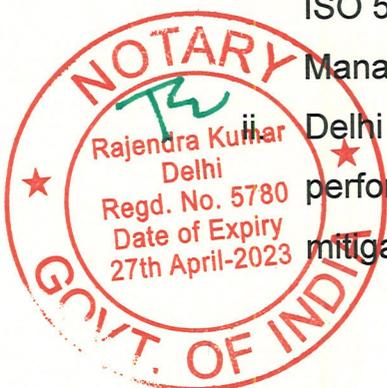
23. The answering Respondent is a part of the prestigious GMR Group which entered into the airport development business in the year 2003. Till date, the Group has been associated with multiple prestigious airport projects globally, including the Delhi International Airport, the flagship airport of the Group which is today counted amongst the best and largest airports in the world. As on date, GMR Group's airport portfolio comprises of three operational assets viz., Delhi International Airport & Hyderabad International Airport in India and the Mactan Cebu International Airport in the Philippines. Further, the Group



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has expanded its portfolio by bagging the rights for developing the new Greenfield Airport at Mopa, Goa, India in 2016 and the New Heraklion International Airport in Greece in 2017. Both these assets are under development. Previously, the Group also developed Istanbul's SabihaGokcen International Airport in which it divested its stake in March 2014.

24. Over the years, GMR Group has acquired Airport Development and Operations Capabilities, which has positioned GMR Airports Limited as one of the 5 largest leading private Airport developers/ operators in the World. The key capabilities and core expertise developed and acquired by the GMR Group are: (1) Airport Development, (2) Airport Operations and Management, (3) Airport Engineering Maintenance, (4) Airport IT and Systems Management, (5) Operational Readiness, Activation and Transition (6) Airport Commercial Management, (7) Cargo Terminal Management (8) Airport City Development and (9) also having competent talents/ team of experts for the very area of Airport Environment and Sustainability Management in the Airport Business
25. It is the policy statement of the GMR Group to develop and sustain environment friendly practices and initiatives across all its entities. The initiatives undertaken have been widely acknowledged and the airports have been awarded and recognized by many world prominent fora for their initiatives. The awards include recognition from national and international entities. The awards are in recognition of the pro-environment initiatives undertaken by the GMR Group.
26. Brief of the GMR Group's prominent recognitions in practicing environment friendly initiatives are set out below.
- a. Delhi International Airport (Delhi Airport)
- i. Delhi Airport has been certified ISO 14001:2015 Environment management system, ISO 14064 Greenhouse Gas Emission Management. Delhi Airport is first airport in the world to be certified for ISO 50001:2011 Energy Management system and currently, the Energy Management System of Delhi Airport is certified under ISO 50001:2018.
- ii. Delhi Airport has won numerous awards and recognition for its excellent performance towards environmental sustainability and climate change mitigation initiatives. To name a few:



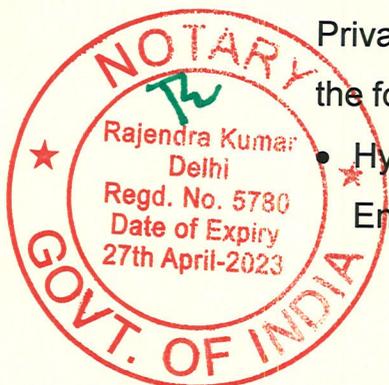
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- First Airport in the Asia Pacific region to achieve “Level 3+, Neutrality” (achieved in 2016) and also the first airport in the Asia Pacific to achieve “Level 4+, Transition” (achieved in 2020) accreditation under the globally recognized ACI’s Airport Carbon Accreditation framework on the objective the objective of climate change mitigation and voluntary reduction of anthropogenic greenhouse gas emission from the Airport operations.
- Terminal 3 has achieved LEED India Gold under New Construction Category in 2011 and IGBC Platinum for Existing Building category in 2016.
- ACI Asia-Pacific Green Airports Recognition for 5 years in a row, 2017 (Level: Gold), 2018 (Level: Silver), 2019 (Level: Platinum), 2020 (Level: Gold) and 2021 (Level: Platinum).
- DIAL has been rated as “Climate Oriented” company under Climate Action Program (CAP 2 degree) by Confederation of Indian Industry (CII) for the year 2019 and 2020.
- DIAL has been one of the winners in CII National Award for Excellence in Energy Management in 2014, 2015, 2016, 2018, 2019 and 2020. Based on its consistent energy performance over the years, DIAL also received National Energy Leader Award in 2020.
- DIAL has won the National Water Award- 2019 by Ministry of Jal Shakti (GOI) in January, 2021.
- DIAL has also adopted the GreenCo framework by CII and has achieved Platinum Level of recognition in 2016 for excellence in the field of environmental sustainability.
- Golden Peacock Award for Environment and Sustainability – 2014, 2015 and 2018
- Wings India “Most Sustainable Airport” 2018

A true copy of certain award citations is attached as **ANNEXURE 3**.

b. Hyderabad International Airport (Hyderabad Airport)

- i. GMR Group’s Hyderabad Airport commissioned in the year 2008 was India’s first modern, Greenfield airport developed using the Public-Private-Partnership (PPP) framework which was also recognized with the following accolades in terms of sustainable environmental initiatives:
- Hyderabad Airport has been certified with ISO 14001:2015 Environment Management System, ISO 14064-1: 2006 Greenhouse



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Gas Emission Management, ISO 50001:2018. Energy Management system.

- Hyderabad Airport is the 1st airport in its size category in Asia-Pacific region to win the coveted Level 3+ Airport Carbon Accreditation signifying 'Carbon Neutrality' by ACI. In January 2019, the airport successfully retained 'Carbon Neutral' status for the 3rd consecutive year.
- Hyderabad Airport has received Green Airports Recognition from ACI for the year- 2018 (Level: Gold), 2019 (Level: Silver), 2020 (Level: Platinum), 2021 (Level: Gold).
- Hyderabad Airport Passenger Terminal Building (PTB) has been certified for "Leadership in Energy & Environmental Design" (LEED) "Silver Rating" by the US Green Building Council (USGBC).
- Hyderabad Airport has received Golden Peacock award in 2015 for the best environmental management.
- 'Excellent Energy Efficient Unit' Award by the CII based on its consistent energy performance over the years, GHIAL also received National Energy Leader Award in 2019 and 2020.
- During the Wings India 2020 Aviation event, MoCA & FICCI recognized GHIAL with Aviation Sustainability & Environment Award in March 2020.

27. It is thus submitted that the Bhogapuram Airport will harmonize utilization of the environment and its natural resources in a way that is consistent with principles of sustainable development and intergenerational equity complying with all Environmental Clearance conditions and other conditions as may be specified by the government authorities.

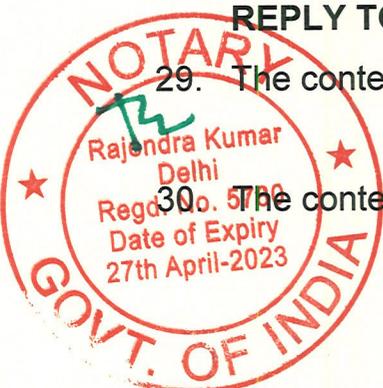
E. PARAWISE REPLY

28. The contents of paragraph I – III are matter of record and do not warrant any reply.

REPLY TO FACTS IN BRIEF-

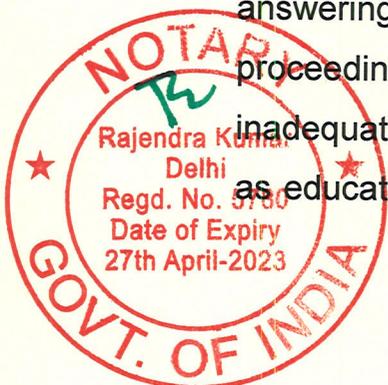
29. The contents of paragraph 1 are denied for want of knowledge.

30. The contents of paragraph 2 are matter of record and do not warrant reply.



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31. With reference to paragraph 3, the contents are matter of record and do not warrant reply.
32. With reference to paragraph 4, the contents are denied. It is denied that the Environmental Clearance is liable to be set aside. It is submitted that, evidently the Environmental Clearance has been granted after detailed and extensive study by the EIA Consultant and detailed analysis by the EAC Committee. It is submitted that for the reasons stated in the present reply as well as those of other Respondents, the Appeal may be dismissed.
33. The contents of paragraph 5 are emphatically denied. It is denied that the Bhogapuram Airport is part of a larger interlinked project. It is submitted that as stated in various orders passed by State Government and the RFQ, as set out above, the project is limited to the Bhogapuram Airport. Further, only 2004.52 acres for the Phase I development along with 119 acres for approach road are contemplated and there is no project for 15,000 acres as alleged by Appellant in respect of the Bhogapuram Airport.
34. The contents of paragraph 6 and 7 are emphatically denied. Although answering Respondent was not party to proceedings prior to the Concession Agreement, based on materials on record, it is submitted that answering Respondent is of the *bona fide* belief that there was complete disclosure. It is however submitted that EAC has itself taken note of litigation related to land acquisition and the same is also captured in the EIA Report and the Environmental Clearance itself. Hence, there is no question of any concealment.
35. The contents of paragraph 8 to 12 are emphatically denied. As submitted in paragraphs above, pursuant to amendment of EIA Notification by the EIA Government Order, TOR is deemed to be approved at the time of submission of the applicant and therefore, there is no prohibition to commenced of baseline studies.
36. The contents of paragraph 13 are wrong and emphatically denied. Although answering Respondent was not party to the preparation of the EIA Report and proceedings before EAC, it is denied that the EIA Report is grossly inadequate in setting out details of environmentally sensitive structures such as educational institutions, health centres are not provided. It is denied that

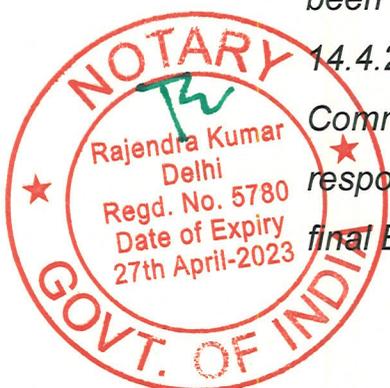


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EIA Report is grossly inadequate in terms of noise monitoring. Noise monitoring has been carried out in the funnel path in accordance with TOR. It is wrong and denied that availability of water at Vizianagaram has not been studied. Socio-economic study and Rehabilitation & Resettlement has been carried out and the same has been mentioned in the EIA Report. It is emphatically denied that EIA Study was not done by QCI/NABET accredited agency. While the allegations regarding the EIA Report would have been addressed by Respondent No.4, answering Respondent submits that the EIA Report is exhaustive and addresses various concerns as mandated by the EAC in the TOR, EIA Notification and the EIA Airport Manual.

37. The contents of paragraph 14 are wrong and emphatically denied. It is denied that the EAC has not applied its mind to the Bhogapuram Airport. It is submitted that the Minutes of the Meeting, which are part of the record and as set out above, demonstrates that EAC has in fact applied its mind independently. The EAC is a body of subject and technical experts. Hence, in the absence of patent irrationality or arbitrariness, the recommendation of the EAC should be upheld.
38. The contents of paragraph 15 to 19 are wrong and denied. It is denied that the Bhogapuram Airport has not been subjected to detailed scrutiny, that the project was approved in haste and that EAC has not considered relevant considerations. It is submitted that evidently the exhaustive and EAC's additional TOR requirements, itself demonstrates that there has been minute scrutiny of the Bhogapuram Airport. Therefore, it cannot be said that EAC has not applied its mind. Further, EAC directed Project Proponent to resubmit the presentation after addressing concerns raised in the public hearing. This shows independent and careful consideration of the Bhogapuram Airport and not decision making in haste. The relevant extract of the Minutes of Meeting of EAC are set out below:

The Committee noted that issues raised during public hearing have not been responded satisfactorily. The project authority vide letter dated 14.4.2017 has submitted the revised point wise response of PH to the Committee. The Committee noted that issues have satisfactorily been responded by the project authority and suggested to incorporate in the final EIA-EMP report.



39. It is further submitted that the EIA Report in fact captures issues that were raised in the public hearing in detail in Chapter 7. The EAC duly considered the EIA Report and thereafter made the above observation. Therefore, there is no justification for the allegation that EAC has not considered issues raised in the public hearing.
40. The contents of paragraphs 20 and 21 are denied. Regarding the allegations made about the 150kms restriction, the answering Respondent reiterates the submissions in paragraphs above.

REPLY TO GROUNDS

41. The Grounds of appeal sought to be raised by Appellant are wrong and emphatically denied in its entirety.
42. The contents of Ground A are wrong and denied. It is denied that the EAC has not appraised the Bhogapuram Airport or that the appraisal was a mere formality. It is also denied that the EAC has taken any decision in haste. It is denied that aspects of ecology, environment, socio-economy and sustainability have not been considered by the EAC. It is reiterated that the material on record and the Minutes of the EAC Meeting, as set out in paragraphs 37 to 39 above, would show that EAC has duly deliberated and after considering specific needs of an airport, has recommended grant of Environmental Clearance.
43. The contents of Ground B are wrong, incorrect and denied. Although answering Respondent was not party to submission of Form1 and the allegations relate to events prior to the Concession Agreement, answering Respondent is of the *bona fide* belief that that EAC was duly appraised of all facts. It is denied that the judgment of this Hon'ble Tribunal in *Deboditya Sinha & Ors. V. Union of India* is applicable in the present case, as there is no concealment. It is again reiterated that the Bhogapuram Airport is not an interconnected project and is not for 15,000 acres as alleged. The Bhogapuram Airport is confined to the Greenfield International Airport and is over an area of 2,004.54 acres with 119 acres for an approach road. The Environmental Clearance itself acknowledges that it is subject to the outcome of the pending writ petitions.

44. The contents of Ground C are wrong, incorrect and denied. It is denied that baseline studies commenced prior to grant of TOR or that there is infirmity in



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the commencement of baseline studies. The judgment of this Hon'ble Tribunal in *T. Mohana Rao v. MOEF* on commencement of baseline studies prior to grant of TOR is not applicable to facts of the present case. It is submitted that pursuant to the amendment of the EIA Notification vide EIA Government Order providing for a deemed approval of standard TOR, it was permissible for baseline studies to commence once application was submitted.

45. The contents of Ground D are wrong, incorrect and denied. It is emphatically denied that TORs have not been complied with and that the EIA Report is grossly inadequate. The EIA report itself captures TOR compliance in Annex 1.1. EIA Report addresses substantive issues raised in terms of compliances under EIA Notification and EIA Airport Manual. It is submitted that the facts of the case of *Sarpanch, Gram Panchayat, Tiroda v. MOEF (2011 SCCOnline NGT 10)* are not applicable in the present case. It is submitted that baseline studies were carried out correctly in compliance with the EIA Notification. Based on the same, and requirements under EIA Notification and EIA Airport Manual, the EIA Report has been prepared.
46. The contents of Ground E are wrong, incorrect and denied. It is denied that social impact or resettlement and rehabilitation is missing. It is submitted that chapter 7 of the EIA Report is devoted extensively to the issues of social impact and resettlement and rehabilitation.
47. The contents of Ground F are wrong, incorrect and denied. It is denied that EAC has not appraised the Bhogapuram Airport. The principle laid down by this Hon'ble Tribunal in *Sarpanch, Gram Panchayat, Tiroda v. MOEF (2011 SCCOnline NGT 10)* is not applicable in the present case, as this case relates to mining where several non-compliances noted. Further, the case related to mining where considerations are different and impact analysis are also different. Hence, it is submitted that the said ruling is not applicable to the present facts.

48. The contents of Ground G are wrong, incorrect and denied. It is denied that the Bhogapuram Airport is in violation of the Greenfield Airport Policy of Delhi Ministry of Civil Aviation. The answering Respondent in order to avoid repetition, reiterates the contents of previous paragraphs in this regard.



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49. The contents of Ground H are wrong, incorrect and denied. It is denied that EAC has not given reasons for the recommendation for grant of Environmental Clearance. It is once again reiterated that EAC has duly considered material on record, independently applied its mind and after due deliberations, has recommended grant of Environmental Clearance.

50. The contents of Ground I are wrong, incorrect and denied. It is denied that EAC has not applied its mind to issues raised during the public hearing. The Minutes of the Meeting of April 13 – 14, 2017, reflect EAC's due consideration of issues raised in the public hearing:

The Committee noted that issues raised during public hearing have not been responded satisfactorily. The project authority vide letter dated 14.4.2017 has submitted the revised point wise response of PH to the Committee. The Committee noted that issues have satisfactorily been responded by the project authority and suggested to incorporate in the final EIA-EMP report."

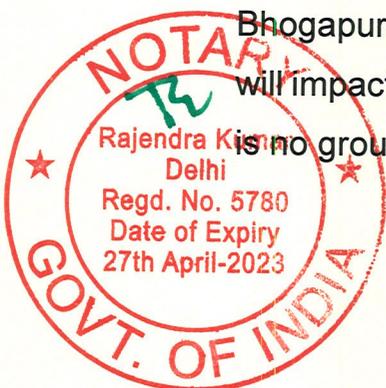
Therefore, the ground of challenge has no factual basis and completely contrary to material on record.

51. The contents of Ground J are wrong, incorrect and denied. It is denied that EAC has not considered precautionary principles and sustainable development. The more than 30 conditions imposed by EAC by themselves demonstrate application of precautionary principles and sustainable development in the recommendation for grant of Environmental Clearance.

52. The contents of Ground K are wrong, incorrect and denied. It is emphatically denied that the Environmental Clearance is in violation of precautionary principles and sustainable development. The submissions in response to Ground J, in paragraphs above are reiterated.

53. The contents of paragraph 23 are legal and do not warrant any reply.

54. The relief for interim prayer is wrong and emphatically denied. It is submitted that there is no case made out for grant of any form of interim relief. The Bhogapuram Airport is an infrastructural project of national importance and will impact socio-economical development in the State of AP. Therefore, there is no ground for grant of any relief to the Appellant.



55. I state that leave of this Hon'ble Tribunal is sought to file further Affidavit(s) and/or any other document(s) as may be required for the just and proper adjudication of the present matter, as and when the need arise.

56. It is therefore submitted in light of the above submissions that the present Appeal be dismissed.

[Handwritten Signature]
DEPONENT

VERIFICATION

Verified at New Delhi on this 9th day of July 2021 that the contents of my above affidavit are true and correct to the best of my knowledge and belief and based on the records available with the Respondent No.5 Company. No part of it false and nothing material has been concealed therefrom

[Handwritten Signature]
DEPONENT

Rajendra

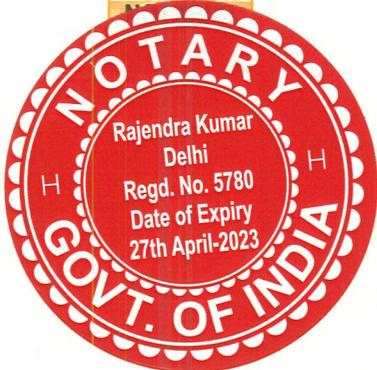
BEFORE ME
RAJENDRA KUMAR
NOTARY, DELHI-R-5780
GOVERNMENT OF INDIA
SUPREME COURT OF INDIA
COMPOUND, NEW DELHI
Register Pg./Sl. No.....
Mobile No.: 9899446209

09 JUL 2021

CERTIFIED THAT THE CONTENTS EXPLAINED TO THE
DEPONENT EXECUTANT WHO IS SEEMED PERFECT TO
UNDERSTAND & AFFIRMED DEPOSED BEFORE ME AT
DELHI ON 09 JUL 2021 IDENTIFIED BY
IDENTIFY THE EXECUTANT/DEPONENT WHO HAS
SIGNED IN MY PRESENCE

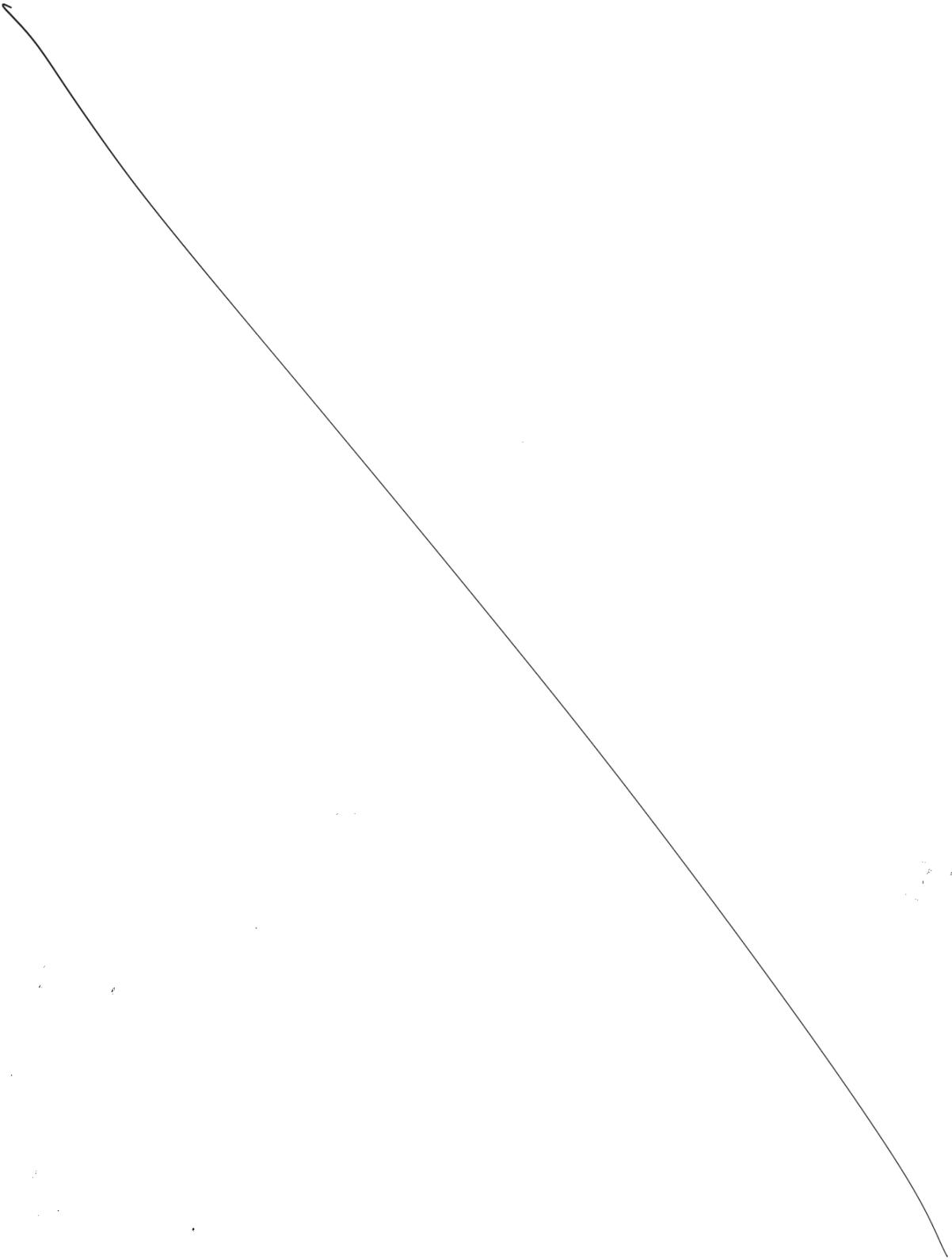
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D-1305/2005

IDENTIFY THE EXECUTANT / DEPONENT
WHO WAS SIGNED IN THE PRESENCE OF



RAJENDRA.KUMAR, NOTARY, Reg. No. 5780
F No.-5(486)
EMPOWERED TO ADMINISTER THE OATH
SECTION 139 OF CPC 1908
SECTION 297 OF CRPC 1973
DELHI HIGH COURT RULES 1967
PART-6, CHAPTER XVIII-227
EVIDENCE BY AFFIDAVIT BEFORE NOTARY
SUPREME COURT RULES, 2013
ORDER IX-7

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4731





Andhra Pradesh Airports Development Corporation Limited (APADCL)

Request For Qualification (RfQ)

Notice No. 2/ APADCL/ BIA/ RFQ Notification/ 2018/ dated 17th July 2018

Volume 1: Instructions to Bidder

Development, Operation and Maintenance of Greenfield International Airport at Bhogapuram,
Vizianagaram District, Andhra Pradesh

July 2018

Andhra Pradesh Airports Development Corporation Limited (APADCL)
10-2-1, 1st Floor, FDC complex,
AC Guards, Hyderabad – 500 028, India



	<p>Andhra Pradesh Airports Development Corporation Limited (APADCL)</p> <p>(Under the control of Energy, Infrastructure & Investment Dept., GoAP)</p> <p># 10-2-1, 1st Floor, FDC Complex, AC Guards, Hyderabad – 500 028, India</p>	
Request for Qualification (“RfQ”)	Development and Operation/Maintenance of Greenfield Airport at Bhogapuram, Vizianagaram District, Andhra Pradesh	
RfQ No. 2/ APADCL/ BIA/ RFQ Notification/ 2018 dated 17 th July 2018		
<p>Andhra Pradesh Airports Development Corporation Limited (APADCL) invites Applications from suitable Applicants for development, operation and maintenance of greenfield international airport at Bhogapuram, Vizianagaram District, Andhra Pradesh.</p> <p>The RfQ can be downloaded from the website: www.apadcl.com. The last date for submission of Applications is 24th August 2018 before 15:00 hours IST. Opening of Applications is scheduled at 16:00 hours IST on 24th August 2018 at APADCL. All other details including any date extensions, clarifications, amendments, corrigenda etc., will be uploaded only to the website of APADCL and will not be published in newspapers. Hence, Applicants shall regularly visit the website of APADCL to keep themselves updated.</p> <p style="text-align: right;">Sd/- [Managing Director]</p>		
For any queries please send e-mail to: ceo-apadcl@ap.gov.in		

**DISCLAIMER**

The information contained in this Request for Qualification document (“**RfQ**”) or subsequently provided to Applicant(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 Applicant(s) on the terms and conditions set out in this RfQ and such other terms and conditions subject to which such information is provided.

This RfQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RfQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RfQ (“**Application**”). This RfQ 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 Applicant may require. This RfQ 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 RfQ. The assumptions, assessments, statements and information contained in this RfQ may not be complete, accurate, adequate or correct. Each Applicant 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 RfQ and obtain independent advice from appropriate sources.

Information provided in this RfQ to the Applicant(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 Applicant or 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 RfQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RfQ or arising in any way with pre-qualification of Applicants 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 Applicant upon the statements contained in this RfQ.

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 RfQ.

The issue of this RfQ does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bid Stage 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 Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.



Glossary	
APIDEA Act	Means the Andhra Pradesh Infrastructure Development Enabling Act, 2001 and addendum (s)
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
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
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)
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
FAR	Floor Area Ratio (Gross Floor Area) / (area of the plot)
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	As defined in Clause 1.1.1
Highest Bidder	As defined in Clause 1.2.8
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
OECD	Organisation for Economic Co-operation and Development
O&M Experience	As defined in Clause 2.2.2 (C)
O&M Member	As defined in Clause 2.2.2 (C)
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 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
Revenue Share	As defined in Clause 1.2.8
RfP or Request for Proposals	As defined in Clause 1.2.1
RfQ	As defined in the Disclaimer
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.



INVITATION FOR QUALIFICATION



1. INTRODUCTION

1.1 Background

- 1.1.1 The Government of Andhra Pradesh (“**Government**”) is interested in expanding the air connectivity across the state of Andhra Pradesh (“**State**”). Pursuant thereto, the Government is developing greenfield airports in the State to provide reliable and seamless air connectivity across the State in order to facilitate tourism and hinterland logistics by linking places of industry, tourism and other major areas in the State.
- 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 Andhra Pradesh Airports Development Corporation Limited (“**Authority**”) setup by the government order dated 24 November 2017 bearing number G.O.Ms. No. 30, E-I&I (Airports) Department, is the nodal agency of the Energy, Infrastructure and Investment Department of the Government and is engaged in facilitating the development of airport infrastructure projects in the State. The Government has appointed the Authority to develop, operate and maintain a greenfield airport at Bhogapuram in Vizianagaram district (“**Airport**”) through Public-Private Partnership (“**PPP**”) on design, build, finance, operate and transfer (“**DBFOT**”) basis (“**Project**”). The Authority, has therefore, decided to carry out the bidding process for selection of the Bidder to whom the Project may be awarded. Brief particulars of the Project and location are as follows:

Name of the Project	Terminal capacity (in millions per	Indicative Project Cost (In INR cr.)
Development, operation and maintenance of greenfield airport at Bhogapuram, Vizianagaram District, Andhra Pradesh	Phase 1 – 6 mppa	Phase 1 - 2,302.51
	Phase 2 – 12 mppa	Phase 2 – 989.58
	Phase 3 – 18 mppa	Phase 3 – 917.01

The Project is proposed to be developed in 3 (three) phases in the above manner to cater to the needs of the expected passenger traffic. The terminal building(s) of the Airport shall be built keeping in mind the goals of efficiency, flexibility, sustainability and economy. The Project shall have a separate cargo complex in order to cater to the growing need for air cargo facilities. The Authority also envisages development of the Airport as a hub for MRO activities in India. The Concessionaire shall also operate an aviation training institute in accordance with the provisions of the agreement to be entered into with the Concessionaire in the form provided by the Authority as part of the Bidding Documents pursuant hereto.



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



1.2 Brief description of the Bidding Process

1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (“**Qualification Stage**”) of the process involves qualification (“**Qualification**”) of interested person(s) who may participate under APIDEA Act participants and make an Application in accordance with the provisions of this RfQ (“**Applicant**”, which expression shall, unless repugnant to the context, include the Members). Along with the Application, the Applicant shall pay to the Authority non- refundable sum of INR 10,00,000 (Ten lakhs) as the cost of the RfQ process on the date specified in Clause 1.3. by way of a demand draft issued by any of the Nationalized/Scheduled Banks in India in favour of the *Managing Director, APADCL* and payable at Hyderabad (“**Demand Draft**”) towards fee for the bidding process along with the Application. The Techno Economic Feasibility Report (“**Techno Economic Feasibility Report**” or “**TEFR**”) can be obtained from the Authority on payment of a non-refundable fee of Rs. 2,00,000/- (Rupees two lakh only) by way of a demand draft issued by any of the Nationalized/Scheduled Banks in India in favour of the *Managing Director, APADCL*, payable at Hyderabad.

At the end of this stage, the Authority expects to announce a short list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (“**Bid Stage**”) comprising Request for Proposals (“**Request for Proposals**” or “**RfP**”).

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

1.2.2 In the Qualification Stage, the Applicants would be required to furnish all the information specified in this RfQ. Only those Applicants that are pre-qualified and short listed by the Authority shall be invited to submit their Bids for the Project in the Bid Stage. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.

1.2.3 In the Bid Stage, 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 11, 60,00,000 (Rupees Eleven Crore and Sixty Lakhs) (“**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.
- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.6 As part of the Bidding Documents, the Authority will provide a draft Concession Agreement and a feasibility report 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 on the basis of a percentage of the annual gross revenue from the 10th (tenth) anniversary of date of commercial operations of the Project till the end of concession period (“**Revenue Share**”) to be paid 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 Share shall constitute the sole criterion for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Revenue Share. In this RfQ, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Revenue Share.

The bid parameters for the RfP stage are subject to change based on detailed financial assessment, project structuring and approvals.

- 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 a 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 will be spelt out in the Bidding Documents.
- 1.2.12 Any queries or request for additional information concerning this RfQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title: **“Queries/ Request for Additional Information: RfQ for Development, Operation and Maintenance of Greenfield Airport on Public Private Partnership Basis at Bhogapuram in Andhra Pradesh”**.



1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description		
	Qualification Stage	Date
1.	Last date for receiving queries	26 th July 2018
2.	Pre-Application Conference	06 th August 2018
3.	Authority response to queries latest by	17 th August 2018
4.	Application Due Date	24 th August 2018
5.	Announcement of qualified Applicants	1 st September 2018

	Bid Stage	Estimated Date
1.	Last date for receiving queries	To be specified
2.	Pre-Bid meeting – 1	To be specified
3.	Authority response to queries latest by	To be specified
4.	Pre-Bid meeting – 2	To be specified
5.	Bid Due Date	To be specified
6.	Opening of Bids	On Bid Due Date
7.	Letter of Award (LOA)	Within 30 (thirty) days of Bid Due Date
8.	Validity of Bids	180 (one hundred eighty) days of Bid Due Date
9.	Signing of Concession Agreement	Within 30 (thirty) days of award of LOA



2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

2.1.1 The Authority wishes to receive Applications for Qualification in order to shortlist experienced and capable Applicants for the Bid Stage.

2.1.2 Shortlisted Applicants may subsequently be invited to submit the Bids for the Project.

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 pre-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 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 of them 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.



- (d) 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 RfQ. 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 pre-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 total of the above is equal to or more than INR 4,724,00,00,000 (Rupees Four Thousand Seven Hundred and Twenty Four Crores only) (“**Threshold Technical Capacity**”)

(B) Financial Capacity:

The Applicant shall have a minimum Net Worth (“**Financial Capacity**”) of Rs. 5,90,00,00,000/- (Rupees Five Hundred and Ninety Crores only) at the close of the preceding financial year.



OR

The Applicant (In case of Fund) should have a minimum ACI of INR 5,90,00,00,000/- (Rupees Five Hundred and Ninety 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 7 (seven) 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.

(C) O&M Experience :

- (i) An Applicant shall be eligible under this RfQ only if it has equivalent O&M Experience of its own or includes a Member (“**O&M Member**”), having O&M Experience, who shall be a member of the Consortium for a period of 5 (Five) years from the date of commercial operation of the Project. In the event, the Applicant does not have the requisite O&M Experience, it shall be eligible under this RfQ upon entering into an O&M agreement with an entity (“**Airport Operator**”), having the O&M Experience, who shall be responsible for performing the O&M obligations at the Airport in accordance with the provisions of the Concession Agreement. For the avoidance of doubt, 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 terminated.
- (ii) The Applicant, either of its own or through O&M Member in case of a Consortium or through an agreement with the Airport Operator shall have an experience of an Eligible Project that qualifies under Clause 2.2.2 (C) (iii) (“**O&M Experience**”) satisfying the following requirements:
 - (aa) The entity claiming O&M Experience shall have been operated an Eligible Project for a period of 3 (three) consecutive years (“**Three Year Period**”) in the last 5 (five) calendar years preceding the Application Due Date;
 - (bb) The entity claiming O&M Experience shall have achieved a passenger throughput of not less than 5 (five) mppa in any one year of such Three Year Period; and
 - (cc) Such Eligible Project shall have ASQ rating of 4.5 or more out of 5.0 or Skytrax



ranking in the first 100 (hundred) (i.e. in between 1 to 100) in the year in which the passenger throughput is not less than 5 (five) mppa. For the purposes of this RfQ, ASQ or Skytrax ranking shall mean the overall ranking of the Eligible Project (a) for the relevant year as issued by Skytrax; or (b) quarters of the relevant year as issued by ACI, as the case may be.

- (iii) For a project to qualify as an Eligible Project for O&M Experience under Clause 2.2.2 (C) (iii), it should be an airport providing non- discriminatory access to users in pursuance of its charter, concession or contract; and
 - (aa) the entity claiming experience should have held, in the company owning the Eligible Project, more than 50% (fifty per cent) equity during the entire period for which O&M Experience is being claimed; or
 - (bb) the entity claiming experience should have held, in the company that the Eligible Project has been leased out, more than 50% (fifty per cent) equity during the entire period for which O&M Experience is being claimed; or
 - (cc) the entity claiming experience should have held, in the company operating the Eligible Project, more than 50% (fifty per cent) equity during the entire period for which Eligible Experience is being claimed; or
 - (dd) the entity claiming experience should have been the operator of the Eligible project.
 - (iv) The Applicant shall ensure that one or more of the Key Managerial Personnel of the Airport Operator have the cumulative experience of at least 10 (ten) years as head of airport operations or an equivalent position for an Eligible Project as set out in Clause 2.2.2 (C)(iii) of an airport, which satisfies the conditions as set out in Clause 2.2.2 (C)(ii) (bb) and Clause 2.2.2(C)(ii)(cc).
- 2.2.3 In the event, the selected Bidder has entered into an O&M agreement with the Airport Operator, the selected Bidder shall upon prior written approval of the Authority, be allowed to change the Airport Operator, prior to the execution of the Concession Agreement, provided that the substitute shall continue to meet the O&M Experience and upon submission of the revised O&M agreement prior to execution of the Concession Agreement.
- 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 RfQ, net worth (“**Net Worth**”) shall mean the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

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

- (iii) In case of Funds and using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant

¹In 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 RfQ.



jurisdiction) not older than 3 months prior to the application deadline.

- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.2.6 Where the Applicant is a single entity, it may be required to form an appropriate special purpose vehicle, incorporated under the Companies Act, 2013 (“SPV”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- (a) Number of Members shall not exceed 6 (six) but information sought in the Application may be restricted to 4 (four) members in the descending order of their equity contribution;
 - (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
 - (c) Members shall nominate one member as the lead member (“**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV and also holding the highest equity stake amongst all other Members. In the event of two or Members holding the highest equal equity stake, the bidding Consortium shall clearly indicate in the Application which Member is to be considered the Lead Member and the Member so indicated or named shall be the Lead Member. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
 - (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.;
 - (e) an individual Applicant cannot at the same time be Member applying for Qualification. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for Qualification;
 - (f) the Members shall form an SPV to execute the Project, if awarded to the



Consortium;

- (g) the Members shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (“**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
- (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, 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 RfQ, 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 7 (seven) 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 share capital of the SPV; and
 - (v) commit that the O&M Member, shall be a part of the Consortium for a period of 5 (Five) years from the date of commercial operation of the Project



- (vi) commit that Members whose experience has been evaluated for Technical Capacity and Net Worth/for the purposes of this RfQ, 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 seventh 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 RfQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

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 wilful 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 RfQ, 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, the ownership, directly or indirectly of more than 50% (fifty percent) of the voting shares of such person; or and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

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

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other Members if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at qualification;
- (c) in responding to the qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

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

- (a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or



- (b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member; or
- (c) if the Applicant or any of its Members do not have the requisite O&M Experience as set out in Clause 2.2.2(C) and enter into an agreement with the Airport Operator for such O&M Experience;

then the Qualification of such Applicant or in the event described in sub-clause (b) and/or sub-clause (c) above, the continued Qualification of the Applicant and/or Airport Operator 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 Applicant.

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 No change in the Consortium members is allowed once the Applications have been submitted till the selection of the Concessionaire.

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

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

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

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



given by the Authority.

2.7 Right to accept or reject any or all Applications

- 2.7.1 Notwithstanding anything contained in this RfQ, 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 reject any Application and/or Bid 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.

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 RfQ, 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 RfQ, the Bidding



Documents, the Concession Agreement or under applicable laws.

- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RfQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

**B. DOCUMENTS****2.8 Contents of the RfQ**

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

Invitation for Qualification

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

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Information Memorandum of the Project
- VII. Format for Security Clearance



2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RfQ may notify the Authority in writing or by fax and 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 sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RfQ 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 RfQ. 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 RfQ

- 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 RfQ by the issuance of Addendums.
- 2.10.2 Any Addendum thus issued, will be uploaded on the Authority's website www.apadcl.com.
- 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 RfQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RfQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RfQ, marked "COPY". The Applicant shall also submit soft copy of its duly filled application which form part of this RfQ in a pen-drive along with the Application. In the event of any discrepancy between the original and the copy, the original shall prevail.

2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.



2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I formats) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix- II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) soft copy of the Application in 2 pen-drives; and
- (vii) copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding five years.

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: Development of Greenfield Airport Project on Public Private Partnership Basis at Bhogapuram in Andhra Pradesh”

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.



2.13.3 Each of the envelopes shall be addressed to:

Designation: Managing Director,

Address: Andhra Pradesh Airport Development Corporation Limited
(APADCL), #10-2-1, 1st Floor, FDC Complex, AC Guards,
Hyderabad – 500 028, INDIA
Tel. No: +91-40-2380 3753/69

Email Address: mdapadcl@gmail.com

For queries: ceo-apadcl@ap.gov.in

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

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 Applications should be submitted before 1500 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RfQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

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, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to 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 modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 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 Applications at 1600 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 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 and 2.7.3.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the short listed pre-qualified 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 RfQ. An Application shall be considered responsive only if:

- (a) it is received as per format at Appendix-I
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the 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);



- (e) it contains all the information and documents (complete in all respects) as requested in this RfQ;
- (f) it contains information in formats same as those specified in this RfQ;
- (g) it contains certificates from statutory auditors^{\$} in the formats specified at Appendix-I of the RfQ for each Eligible Project;
- (h) it is received on or before the date specified in Clause 1.3 and contains a demand draft towards the cost of the RfQ document or an attested copy of the receipt for payment to Authority towards the cost of the RfQ document and TEFRR document;
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6 (g);
- (j) it does not contain any condition or qualification; and
- (k) 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.

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.

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



E. QUALIFICATION AND BIDDING

2.21 Shortlisting and notification

After the evaluation of Applications, the Authority would announce a list of shortlisted pre-qualified Applicants as Bidders who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been shortlisted. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 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.

2.24 Correspondence with the Applicant

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



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; and

(b) Financial Capacity

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 RfQ,

(a) airports sector would include the terminal building, cargo facilities, runway, ATC tower, MRO facilities and all project assets necessary for and associated with operation and expansion of the airport, and shall also include city side development.



- (b) core sectors would be deemed to include power (generation/transmission/distribution), information technology (IT) parks, ports, highways & bridges, expressways, railways (including metro rail), industrial parks/ estates, logistic parks and real estate development provided further that in case of real estate development, the following categories of projects shall only be evaluated as Eligible Projects:
- (i) development of a commercial real estate project at a single site with a minimum built up area of 150,000 (one hundred and fifty thousand) square metres; and/or
 - (ii) development of a residential or a residential cum commercial real estate project at a single site with a minimum built up area of 300,000 (three hundred thousand) square metres; and/or
 - (iii) development of a residential township with a minimum area of 100 (hundred) acres and a minimum built up area of 300,000 (three hundred thousand) square metres.

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

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

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

- (a) It should have been undertaken as a PPP project on DBFOT, BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, either directly or indirectly, a minimum of 26% (twenty six per cent) equity from the date of signing of the Concession Agreement till date of commercial operations of the Eligible Project for which Eligible Experience is being claimed; and should have been designated as the lead member for such Eligible Project,
- (c) the capital cost of the project should be equal to or more than INR 270,00,00,000/- (Rupees Two hundred and seventy crore only);



- (d) the entity claiming experience shall, during the last 10 (ten) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land); and (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

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

- (i) the entity claiming experience should have taken overall responsibility for design, engineering, financing, risk management and construction of the Eligible Project;
- (ii) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity and should have been designated the lead member for such Eligible Project, from the date of signing of the concession agreement till date of commercial operations of the Eligible Project for which the Eligible Experience is claimed;
- (iii) the capital cost for the Eligible Projects with the minimum built-up area as set out in Clause 3.2.1 shall be deemed to be INR 270,00,00,000/- (Rupees Two hundred and seventy crores). For the avoidance of doubt, the deemed capital cost for Eligible Projects with a built-up area greater than the minimum areas specified in Clause 3.2.1 shall be calculated on a pro-rata basis; and
- (iv) The Eligible Project shall have been commissioned for use.

For example, a project having an estimated capital cost of INR 5,000,00,00,000/- (Rupees five thousand crores only) shall be eligible under this Clause 3.2.3 if (a) the total capital expenditure incurred is equal to or more than INR 270,00,00,000/- (Rupees two hundred and seventy crore 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 270,00,00,000/- (Rupees two hundred and seventy crore only) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.2.5 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only even though the Applicant (either individually or along with a Member) may have multiple role in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

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

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

3.3 Details of Experience

3.3.1 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.2 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.3.3 The Applicant should furnish the details of Eligible Experience for the last 10 (ten) financial years immediately preceding the Application Due Date.

3.3.4 The Applicant should provide the necessary information relating to O&M Experience as per the format at Annexure-V of Appendix-I.



3.4 Financial information for purposes of evaluation

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

3.5 Qualification of Applicants

- 3.5.1 The credentials of Applicants shall be measured in terms of their Experience Score as specified in Clause 3.2.6. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty six per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.
- 3.5.2 The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids. The Authority expects to short-list upto 6 (six) pre-qualified Applications for participation in the Bid Stage. The Authority, however, reserves the right to increase the number of short-listed pre-qualified Applications by adding additional Applicant.
- 3.5.3 The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bidding Process or upon their failure to confirm to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid.



4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RfQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;



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



5. PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. In case the Pre-Application conference is an unscheduled holiday, the same will be held in the next working day at the same time and place. Only those applicants who have made payment towards the cost of TEFRR, shall be allowed to participate in the Pre-Application conference. A maximum of five (5) representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour 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.

**6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vishakhapatnam, Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**Appendices****APPENDIX-I****Letter Comprising the Application for Qualification***(Refer Clause 2.13.2)*

Dated:

To,

Managing Director,
Andhra Pradesh Airports Development Corporation Limited (APADCL),
#10-2-1, 1st Floor, FDC Complex, AC Guards, Hyderabad - 500028
India

Sub: Application for qualification for Development of Greenfield International Airport on Public Private Partnership Basis at Bhogapuram in Andhra Pradesh

Dear Sir,

1. With reference to your RfQ document dated¹, I/we, having examined the RfQ document and understood its contents, hereby submit my/our Application for Qualification 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 in the Application and in Annexes I to IV 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 as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

¹ All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.



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 RfQ 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 RfQ 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 RfQ 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 RfQ 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.
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 RfQ 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 RfQ document and are/ is qualified to submit a Bid.



10. I/We declare that we/ any Member, or our/ its Associates are not a Member of a/ any other Consortium applying for Qualification.
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 RFQ at Appendix-V thereof.
15. I/We further certify that we/ any Member or any of our/ their Associates are not barred by the Central Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Application.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RfQ, 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 RfQ 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 RfQ, are also enclosed.



18. I/We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or the Indian Companies Act, 2013 (as the case may be) or shall incorporate as such prior to execution of the Concession Agreement.
19. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements as specified in Clause 2.2.2.
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 agree and undertake to abide by all the terms and conditions of the RfQ document.
22. I/ We certify that in terms of the RFQ, my/our Network is Rs. (Rupees in words) and the Aggregate Experience Score is (number in words).
23. 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 RFQ document.

Date: _____
Place: _____

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

Sl. No.	Name of Member	Role {Refer Clause 2.2.6 (d)} ^β	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. In the event, the Application has entered into an O&M agreement with the Airport Operator, details of the Airport Operator to be provided.
7. A statement by the Applicant and each of the Member (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below.



ANNEX – II

Technical Capacity of the Applicant[@]

(Refer to Clauses 2.2.2(A), 3.2 (except 3.2.4) and 3.3 of the RfQ)

Bidder type [#]	Member Code [¥]	Project Code ^{¥¥}	Category ^{\$}	Experience [£] (Equivalent INR)			Applicable factor as per Clause 3.2.6 (8)	Experience Score [£] £ (9)
				Payments made/ received for construction of Eligible Projects in Categories 3 and 4 As per clause 3.2.1 (5)	Payments made for development of Eligible Projects in Categories 1 and 2 As per clause 3.2.1 (6)	Revenues appropriated from Eligible Projects in Categories 1 and 2 As per clause 3.21. (7)		
Single entity Bidder		A						
		B						
		C						
		D						
Consortium Member 1		1a						
		1b						
		1c						
		1d						
Consortium		2a						



Member 2	2b							
	2c							
	2d							
Consortium Member 3	3a							
	3b							
	3c							
	3d							
Consortium Member 4	4a							
	4b							
	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 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 Applicant 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 Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant 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 Applicant. For other Members, the following abbreviations are suggested viz. AO means Airport Operator, 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 and expenditure on repairs and maintenance be included while computing the Experience Score of an Eligible Project. In case the Eligible Project belongs to the real estate sector, (a) mention the built-up area (in square metres) of the project developed at a single site or the total area in acres along with the built-up area for a township project; (b) the deemed capital cost is as per proviso (iii) to Clause 3.2.3 and (c) provide an occupancy certificate issued by the competent authority certifying completion of the Eligible Project.



\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (sixty) 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 Application 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. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.



ANNEX-III
Financial Capacity of the Applicant
(Refer to Clauses 2.2.2 (B) and 3.4 of the RFQ)
(In Rs. crore^{€€})

Applicant type \$	Member Code [£]	Proposed Equity Shareholding in Consortium (%)	Net Cash Accruals					Net worth/ in (INR Crores)
			Year 1 (4)	Year 2 (5)	Year 3 (6)	Year 4 (7)	Year 5 (8)	
(1)	(2)	(3)						
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 RfQ 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 RfQ 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 RfQ)

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. Applicants 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 RfQ, as the case may be. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant 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 Applicant or its Member, write “Associate” along with Member Code.
5. Refer to Clause 3.2.1 of the RfQ for category number.
6. Mention the sector to which the Eligible Project belongs – viz. airport, highways, expressways, power (generation/transmission/distribution), 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.

In case of Eligible Project in the Real Estate Sector, instead of the capital expenditure incurred mention the built-up area (in sq metres) of the projects developed at a single site or in case of township projects, the developed area in acres along with the built up area as per Clause 3.2.1.
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 & 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 Applicant's statutory auditor^{\$} or its respective clients must be furnished, substantially as per format in Schedule 1 for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant / Member/ Associate may provide the requisite certification.
14. If the Applicant is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor, substantially in the format Schedule 2 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 or the client, substantially in the Schedule 3.
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 in Schedule 4.
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 RfQ.

Refer Clauses 3.2.1 and 3.2.4 of the RfQ.

[&] Refer Clause 3.2.6 of the RfQ.



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 RfQ.

^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 RfQ. 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 admeasuring (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% 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 builtup 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 RFQ.

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:

Date:

(Signature, name and designation
of the authorised signatory)



**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 RfQ, 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 RfQ.

{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

Date:

authorised signatory)

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

.....
.....

Refer Clauses 3.2.1 and 3.2.4 of the RfQ.

~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 RfQ.

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.



Annexure-V
O&M Experience of Bidder

(Refer to Clause 2.2.3)

PART A

(applicable in case single Applicant has O&M Experience on its own/O&M member in a Consortium/ Airport operator)

1. Name of entity 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 5 (five) calendar years preceding the Bid Due Date):
5. Is O&M Experience being claimed by virtue of (refer to Clause 2.2.3)
 - a. having held more than 50% (fifty per cent) equity in the company owning the Eligible Project OR
 - b. having held more than 50% (fifty per cent) equity in the company to which the Eligible Project has been leased out OR
 - c. having held more than 50% (fifty per cent) equity in the company operating the Eligible Project OR
 - d. having been the Airport Operator.
6. Details of O&M Experience (in the 5 (five) calendar years preceding the Bid due date as applicable):



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

Provide documentary evidence in support of above O&M experience from DGCA/MoCA/ civil aviation authority/ concessioning authority in case of Year of Operation and Passenger Throughput substantially as per format in Schedule 5 of Annex V of the RFQ 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 RfQ, 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 Applicant under its own name or by its Associate as set out in Clause 2.2.3. In case the Applicant is taking credit of the O&M Experience of its Associate, it should also provide a certificate substantially as per the format in Schedule 4 of Annex IV.

In case the Applicant doesn't have O&M Experience on its own or the Consortium does not have an O&M member but would enter into an agreement with an Airport Operator at the time of submission of the Application, the Applicant / Lead Member of the Consortium should provide a Statement on inclusion of O&M Entity as per Part B of Annex V.



PART B

(applicable in case single Applicant /Consortium enters into an agreement with an Airport Operator)

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

Ref. Date:

To,

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

Dear Sir,

Subject: Statement on inclusion of O&M entity

We hereby confirm that we/the Consortium (constitution of which has been described in the Applicant) have entered into an agreement dated [●] ("**Agreement**") with (*insert name*) and have complied with the terms and conditions laid out in the Clause 2.2.2 (c) of this RfQ.

We agree and undertake that (*insert name*) will act as the O&M entity for the Project in accordance with clause 2.2.2 (c) of this RfQ and perform the O&M obligations as set out in the Concession Agreement, failing which the Concession Agreement shall be terminated.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Notes:

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



Schedule 5: Certificate from Statutory Authority (DGCA/ MoCA/ Civil aviation authority/ Concessing Authority) regarding operation of Airports^Φ

This is to certify that (*name of the Bidder/Member/Associate/ Airport Operator*) 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.							
4.							
5.							

^Φ Provide Certificate substantially as per this format only. Attach Explanatory Notes to the Certificate, if necessary.



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 authorised signatory).



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,
Andhra Pradesh Airport Development Corporation Limited (APADCL),
#10-2-1, 1st Floor, FDC Complex, AC Guards, Hyderabad - 500028
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 RfQ 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 RfQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

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

For and on behalf of.....

* Please strike out whichever is not applicable.



APPENDIX-II
Power of Attorney for signing of Application
(Refer Clause 2.2.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Development of the Greenfield Airport on Public Private Partnership Basis at Bhogapuram in Andhra Pradesh proposed by the Andhra Pradesh Airport Development Corporation Limited (“Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications 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 Appostille certificate.



APPENDIX-III

Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.5)

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

Whereas,,, and (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (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 the Consortium
(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

AND

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

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



to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}³

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

WHEREAS

- (A) The Andhra Pradesh Airport Development Corporation Limited and having its principal offices at [●] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. dated (the “**RFQ**”) for qualification of bidders development, operation and management of a greenfield International airport at Bhogapuram, 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 RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

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.

³ The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four).



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 Associates.

3. Covenants

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

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead Member⁴ of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- (c) Party of the Third Part shall be the Operations & Maintenance Member of the Consortium;
and
- (d) Party of the Fourth Part shall be the Other Member of the Consortium. }

5. Joint and Several Liability

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

⁴ If Lead Member is also the Financial Member.



6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

Fourth Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the seventh anniversary of the date of commercial operation of the Project, be held by the Parties of the First and Second} Part whose experience and networth have been reckoned for the purposes of qualification of Applicants for the Project in terms of the RFQ.

6.3 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.

6.4 The Parties undertake that each of the Parties specified in Clauses 6.2 and 6.3 above shall, at all times between the commercial operation date of the Project and the seventh anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least [5% (five per cent) of the Project Cost].

6.5 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the seventh anniversary of the commercial operation date of the Project.

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

7. Representation of the Parties

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

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



- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.



8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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



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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED
For and on behalf of For and on behalf of
LEAD MEMBER by: SECOND PART by:

(Signature) (Signature)
(Name) (Name)
(Designation) (Designation)
(Address) (Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED
For and on behalf of For and on behalf of
THIRD PART by: FOURTH PART by:

(Signature) (Signature)
(Name)(Name) (Designation) (Designation) (Address) (Address)

In the presence of:

- 1. 2.

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



APPENDIX-V

Guidelines of the Department of Disinvestment*(Refer Clause 1.2.1)*

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

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

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

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



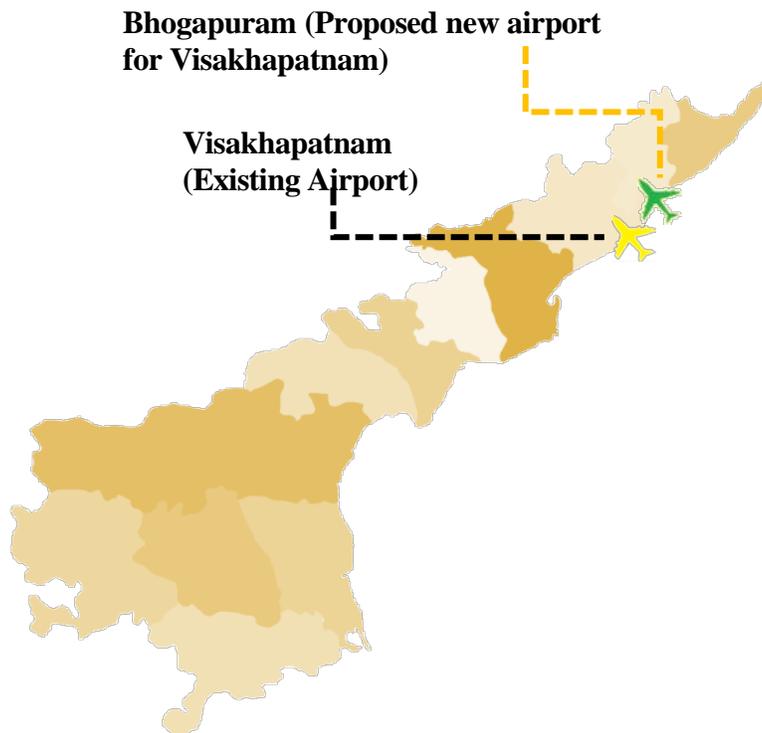
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal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

sd/- (A.K. Tewari)

Under Secretary to the Government of India

**APPENDIX-VI
Information Memorandum**

Bhogapuram is located in North- East to Vishakapatnam (approximately 40 kilometers) in the Vizianagaram district of Andhra Pradesh. The location of the proposed airport is shown in the following map:



A few salient features of the project are shown below:

Table 1: Project phasing

Phase and Design Year	Passenger Traffic	Peak Hour Passengers (PHP)
I (2030)	6 Million	3, 457
II (2040)	12 Million	5, 383
III (2050)	18 Million	6, 790



Table 2: Projected passenger traffic at Bhogapuram Airport

Year	International pax (mn)	Domestic pax (mn)	Total pax (mn)
2021	0.2	2.9	3.1
2026	0.3	4.4	4.7
2031	0.4	6.2	6.6
2036	0.6	8.4	9

Table 3: Projected cargo traffic at Bhogapuram Airport

Year	Total (tonnes)
2021	5,358
2026	8,537
2031	12,139
2036	16,359



APPENDIX - VII

Annexure – D (As per MHA terminology)

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

- a. Name & Address and registration number of the company

- b. Name and address of owners, promoters and directors of the company
 - 1. _____
 - 2. _____
 - 3. _____
 - 4. _____

- c. Is the company owners promoters or directors listed above, the subject of any
 - 1. Preventive detention proceedings (PSA/NSA etc) Yes/NO
 - 2. Criminal Proceedings Yes/NO

- d. If YES, please provide following details
 - 1. Detention/Case/FIR/Warrant Number
 - 2. Police Station/ District/Agency
 - 3. Section of Law
 - 4. Name and Place of Court

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

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

**Annexure- B (As per MHA terminology)****Application Proforma for Security Clearance****I. Details in respect of Company/Firm (Indian/Foreign)**

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

Sl No	Full Name of Board of Directors	Present Position held with date (since when)	Date of Birth	Parentage	Present & Permanent Address	Nationality	Passport Nos. and Issue date, if any	Contact Address & telephone number
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III. Details of Shareholders of applicant company (All firms/companies/entities/Individuals having shareholding more than 10%)

Sl No	Full Name	Parentage Father/Mother	Date of Birth	Permanent Address	Present Address	Present position held in the company, if any	Nationality (if holding Dual nationality, both must be clearly mentioned)	% of shares held in the company
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IV. Details of Criminal cases, if any, against the Company/Director(s) as per Annexure

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Infrastructure and Investment Department - Development of new International Greenfield Airport at Bhogapuram, Vizianagaram District on PPP model- Selection of H1 Preferred Bidder for issuance of LoA - Orders - Issued.

INFRASTRUCTURE & INVESTMENT (AIRPORTS) DEPARTMENT

G.O.Ms.No.18

Dated 30.03.2020.

Read the following:

1. From the MD &CEO, Andhra Pradesh Airports Development Corporation Limited, Letter.No.APADCL/BIA-RFP&CA/2019 /062, Dated 05.03.2019.
2. From the MD &CEO, Andhra Pradesh Airports Development Corporation Limited, Letter.No.APADCL/BIA-RFP&CA/2019 /066, Dated 12.03.2019.
3. From the MD &CEO, Andhra Pradesh Airports Development Corporation Limited, Letter.No.APADCL/BIA-RFP&CA/2019 /072, Dated 22.03.2019.
4. From the District Collector, Vizianagaram, Lr.No.2314/2015/G3, dated 08.01.2020.

ORDER

Government of Andhra Pradesh intends to develop the Aviation sector in the State by establishing new Greenfield Airports to increase the air connectivity and trigger economic development in the region. In order to accomplish, it has been planned to construct State-of-the-Art Greenfield International Airport at Bhogapuram in Vizianagaram district under PPP model of Design Build Finance Operate and Transfer (DBFOT). AP Airports Development Corporation Limited (APADCL) has appointed KPMG as Transaction Advisory Consultant for assisting APADCL in carrying out bidding process. The Andhra Pradesh Airports Development Corporation Limited (APADCL) issued RFP for development of New Greenfield International Airport at Bhogapuram, Vizianagaram District in an extent of 2703.26 acres under PPP mode. In response, two bids were received. Government re-examined the issue and decided to expand the scope of Bhogapuram Airport from a mere Airport to an integrated Airport with Aerotropolis, Aviation Training Institute and Maintenance Repairing and Overhauling (MRO) in a phased manner and therefore, the Managing Director, APADCL was directed to go for retendering as per APIDE Act, 2001 with revised scope of the Project vide Government letter No.257/Airports/A2/2016-7, dated 27.06.2018.

2. Accordingly, APADCL with the assistance of KPMG carried out two stage bidding process. RFQ was released on 17.07.2018. In response 7 applications were received from (1) National Investment and infrastructure Fund and Avi Alliance GMBH (2) Reliance Infrastructure Limited (3) I Investments Limited (4) GVK Airports Holdings Limited (5) GMR Airports Limited (6) Essel Infra Projects Limited and (7) DoIT-Smart Infrastructure India Pvt. Ltd. & Zurich Airport International AG. All the seven (7) applicants were qualified and were issued RFP document along with DCA on 17.11.2018.

3. In response to the RFP & DCA documents, only three (3) bids were received on with the following Per-Passenger Fee values by respective bidders:

- i. GMR Airports Ltd. - Rs.303/-
- ii. DoIT Smart Infrastructure India Pvt. Ltd. - Rs.261/-
- iii. GVK Airport Holdings & Mumbai International Airport Ltd. - Rs.207/-

4. In the references read above, the MD&CEO, APADCL submitted the evaluation report of the bids received as furnished by the Technical Committee and KPMG, the Transaction Advisor and recommended that the highest bidder, M/s GMR Airports Limited who has quoted the highest Per-Passenger Fee of Rs.303/- as against an internal benchmark of Rs.209/- may be awarded for the development of integrated New Greenfield International Airport at Bhogapuram with Aerotropolis, Aviation Training Institute and Maintenance Repairing and Overhauling (MRO).

5. Government after careful examination of the proposal of the MD&CEO, Andhra Pradesh Airports Development Corporation Limited, Vijayawada hereby order that

- a. the LoA for development of New Greenfield International Airport at Bhogapuram, Vizianagaram district under PPP mode shall be issued to M/s GMR Airports Limited (H1) preferred bidder who has quoted the highest Per-Passenger Fee of Rs.303/- as against an internal benchmark of Rs.209/- commencing from the 10th anniversary of commercial operations date of the commissioning of Airport.
- b. the land parcel to be assigned to the developer for development of New Greenfield International Airport at Bhogapuram, Vizianagaram district shall be restricted to Ac 2,203.26 which will be detailed in the Concession Agreement.

6. The MD, Andhra Pradesh Airports Development Corporation Limited is authorized to borrow an amount of Rs.280.00 crores from Financial Institutions with lesser rate of interest with Government guarantee for acquisition of balance land to an extent of Ac.362.55.

7. The MD, Andhra Pradesh Airports Development Corporation Limited shall take all necessary further action in the matter.

8. This order issues with the concurrence of Finance Department vide their U.O. No. FIN01-64030/21/2018-FMU - ENERGY - FIN, dated 30.03.2020.

R.KARIKAL VALAVEN
SPECIAL CHIEF SECRETARY TO GOVERNMENT

To
The MD, Andhra Pradesh Airports Development Corporation Limited, Vijayawada.
The CEO, Andhra Pradesh Airports Development Corporation Limited, Vijayawada.

Copy to

The District Collector & Magistrate, Vizianagaram for favour of information.
The Secretary, Department of Aviation, New Delhi for favour of information.
The Chairman, Airports Authority of India, New Delhi for favour of information.
The Finance (Expenditure) Dept.,
The Revenue (Assignments) Department.
The Municipal Administration (UBS) Department.
The GA (Cabinet) Dept.,
The P.S. to C.S to Govt.,
The P.S. to Prl. Advisor to Hon'ble CM.
The P.S. to Spl. C.S to Govt., I&I Department.
(C.No.17021/53/2018-Airports)

//Forwarded :: By Order//

SECTION OFFICER

Annexure 3: GMR Group's prominent recognitions in practicing environment friendly initiatives

a. Delhi International Airport Limited (DIAL)

ISO 14001:2015 Certification for Environment Management System



MANAGEMENT SYSTEM CERTIFICATE

Certificate no.: 176524-2015-AE-IND-RvA	Initial certification date: 22 July 2009	Valid: 09 April 2021 – 08 April 2024
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This is to certify that the management system of
Delhi International Airport Ltd.
 New Udaan Bhawan, Opposite Terminal - 3, Indira Gandhi International Airport,
 New Delhi – 110 037, India

has been found to conform to the Environmental Management System standard:
ISO 14001:2015

This certificate is valid for the following scope:
Operation and maintenance of domestic & international passenger terminals, airside operational areas and cargo operations of Indira Gandhi International Airport

Place and date:
Chennai, 08 April 2021

For the issuing office:
DNV - Business Assurance
8035A, No. 1C, 58th Street, Alambadi,
Chennai - PIN - 600 016, India







Shreekan Malhotra
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.
 0205021192-11017 DNV GL Business Assurance B.V., Zwolweg 1, 2664 LB, Rijswijk, Netherlands | TEL: +31(0)78 6262286 | www.dnvgl.com/business

ISO 14064 Certification for Greenhouse Gas Emission Management

Bureau Veritas Certification



Certificate of Verification

For

DELHI INTERNATIONAL AIRPORT LTD.

New Udaan Bhawan Opp. Terminal 3, IGI Airport, New Delhi – 110 037, India.

Covering operations and management at Delhi International Airport Ltd.

Bureau Veritas (India) Private. Ltd. has carried out the verification of the carbon footprint of the above organization in accordance with ISO 14064-1:2006 and the results are as below.

Scope 1 emissions	: 4,613 tCO ₂
Scope 2 emissions (market based reporting)	: 68,196 tCO ₂
Scope 2 emissions (location based reporting)	: 112,161 tCO ₂
Scope 3 emissions	: 8,808,788 tCO ₂

(Scope 3 category includes emissions from the following sources: 1. Aircraft LTO cycle 2. Aircraft one way (departure) full flight 3. Aircraft engine testing and APU operation 4. Staff Business Travel 5. Employee commuting 6. Passenger surface access 7. Ground Support Equipment 8. Electricity consumption by airport tenants & concessionaires) 9. Non-road construction 10. Off-site waste processing 11. CBF vehicles 12. Tenants' electricity consumption

Reporting year: 1st January 2019 to 31st December 2019

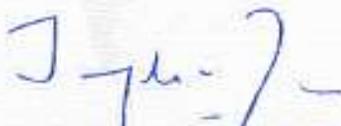
Level of Assurance: "REASONABLE" for Scope 1 & 2 and "LIMITED" for Scope 3

VERIFICATION REPORT REFERENCE: INDIA-VER/35.50/2020 rev. 1.1

To check this certificate validity please call +91 22 6274 2000 / 01 / 02

Further clarifications regarding the scope of this verification certificate may be obtained by consulting the organisation.

Certificate Number : IND20.8088/GH/N Version : 1 Date: 08 November 2020



Jagdheesh N. MANIAN
Head – CERTIFICATION, South Asia
Commodities, Industry & Facilities Division



NABCB
GHG 001

This certificate is governed by the legal agreement signed between BV/DFL and RO related to use of time limit, language and the VTB mark

ISO 50001:2018 Certification for Energy Management System

bsi.



Certificate of Registration

ENERGY MANAGEMENT SYSTEM - ISO 50001:2018

This is to certify that:

Delhi International Airport Limited
New Udaan Bhawan, Terminal 3,
Opp. ATS Complex, International Terminal
IGI Airport
Delhi 110 037
India

Holds Certificate No:

ENMS 570813

and operates an Energy Management System which complies with the requirements of ISO 50001:2018 for the following scope:

The Operation and Maintenance of Domestic and International Passenger Terminals, Airside Operations of Indra Gandhi International Airport.

For and on behalf of BSI:

Chris Cheung, Head of Compliance & Risk - Asia Pacific

Original Registration Date: 2011-09-05

Latest Revision Date: 2020-12-19

Effective Date: 2020-09-01

Expiry Date: 2023-08-31

Page: 1 of 1



...making excellence a habit.™

This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract.

An electronic certificate can be authenticated [here](https://www.bsi-global.com/ClearDirectory).

Printed copies can be validated at www.bsi-global.com/ClearDirectory or telephone +91 11 2692 9000.

Further clarifications regarding the scope of the certificate and the applicability of ISO 50001:2018 requirements may be obtained by consulting the organization.

This certificate is valid only if provided original copies are in complete set.

Information and Contact: BSI, Kensington Court, DeWey Avenue, Knowlton, Milton Keynes MK2 9PR, UK; +44 345 050 0000
BSI Assurance UK Limited, registered in England under number 7900321 at 389 Chiswick High Road, London W9 4AL, UK.
A Member of the BSI Group of Companies.

“Level 3+, Neutrality” under Airport Carbon Accreditation of ACI (2016)



“Level 4+, Transition” under Airport Carbon Accreditation of ACI (2020)

CERTIFICATE of ACCREDITATION

14 Nov 2020 - 3 July 2024

This is to certify that *Airport Carbon Accreditation*, under the administration of WSP, confirms that the carbon management processes at

INDIRA GANDHI INTL AIRPORT
implemented by Delhi International Airport Ltd

have earned the accreditation level of **TRANSITION**, in recognition of the airport’s exceptional work in aligning its carbon management with global climate goals to reach absolute emissions reductions, establishing related partnerships with its business partners and compensating responsibly the residual CO₂ emissions under its control, as part of the Global airport industry’s response to the challenge of Climate Change.








**airport
carbon
accreditation**

www.airportCO2.org



Stefano Baronci
Director General
ACI Asia-Pacific



Simon Clouston
Director
WSP

LEED India Gold under New Construction Category (2011)

IGBC Platinum for Existing Building category (2016)

Asia-Pacific Green Airports Recognition for 5 years in a row, 2017 (Level: Gold), 2018 (Level: Silver), 2019 (Level: Platinum), 2020 (Level: Gold) and 2021 (Level: Platinum)

(Copy of letter from ACI for the most recent recognition in 2021)



“Climate Oriented” company under Climate Action Program (CAP 2 degree) by Confederation of Indian Industry (CII) in 2019 & 2020

(Certificate of most recent award won in 2020)



**CII National Award for Excellence in Energy Management in 2014, 2015,
2016, 2018, 2019 and 2020**

(Certificate of most recent award won in 2020)



Confederation of Indian Industry
125 Years - Since 1895

**21st National Award for
Excellence in Energy Management 2020**

This is to certify that

Delhi International Airport Limited, New Delhi

has been recognized as

“Excellent Energy Efficient Unit”

*This acknowledgement is based on the evaluation by panel of judges at the “National Award
for Excellence in Energy Management” held during 25 - 28 August 2020.*

K S Venkatagiri
Executive Director
CII - Godrej GBC

Ravichandran Purushothaman
Chairman, Energy Efficiency Council
CII - Godrej GBC

National Energy Leader Award in 2020

Confederation of Indian Industry
125 Years - Since 1895

**21st National Award for
Excellence in Energy Management 2020**

This is to certify that

Delhi International Airport Limited, New Delhi

has been recognized as

"National Energy Leader"

for their consistent and progressive performance in energy management.

*This acknowledgment is based on the evaluation by panel of judges at the
"National Award for Excellence in Energy Management" held during 25 - 28 August 2020.*

A blue ink signature of K S Venkatagiri.

K S Venkatagiri
Executive Director
CII - Godrej GBC

A blue ink signature of Ravichandran Purushothaman.

Ravichandran Purushothaman
Chairman, Energy Efficiency Council
CII - Godrej GBC

National Water Award- 2019



GreenCo Platinum Level from CII- Green Business Centre (2016)



Golden Peacock Award for Environment and Sustainability – 2014, 2015 and 2018

(Most recently won in 2018)

<http://goldenpeacockaward.com/award-for-sustainability.html>

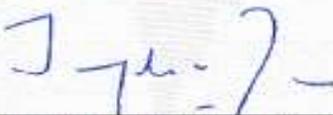
S.No	Company	Sector	Remarks
1	Odisha Mining Corporation Limited, Bhubaneswar		
2	Phoenix Infocity Private Limited, Hyderabad		
3	Jindal Steel & Power Limited, New Delhi		
Year 2018			
S.No	Company	Sector	Remarks
1	Ashok Leyland Limited, Chennai	Automobile (Commercial Vehicle)	Winner
2	Maruti Suzuki India Limited, New Delhi	Engineering	Winner
3	Shree Cement Limited, Beawar	Cement	Winner
4	Schneider Electric India Private Limited, Gurgaon	Electrical Equipment	Winner
5	YES BANK Limited, Mumbai	Financial Sector (Banking)	Winner
6	Godrej Consumer Products Limited, Mumbai	FMCG	Winner
7	Hindustan Petroleum Corporation Limited, Mumbai	Oil Refining	Winner
8	Reliance Industries Limited, Mumbai	Petrochemical	Winner
9	JSW Energy Limited, Mumbai	Power (Private)	Winner
10	NTPC Limited, Vindhyachal Super Thermal Power Station, Singrauli	Power (PSU)	Winner
11	Grasim Industries Limited, Harihar Polyfibers, Kumarapatnam	Textile & Apparel	Winner
12	Delhi International Airport Limited, New Delhi	Transportation (Aviation)	Winner
Special Commendation			

Wings India “Most Sustainable Airport” 2018

<https://ficci.in/events/23634/ISP/Winners-List-Wings-India-Awards-2018.pdf>

 International Exhibition & Conference on Civil Aviation WINGS INDIA 2018 March 8-11, 2018 Begumpet Airport, Hyderabad, India WINGS INDIA AWARDS		
S.No.	Awards	Winners
AIRLINES		
1.	Most Passenger Friendly Airline	Vistara
2.	Best Domestic Airline	Air India & Spice Jet
AIRPORT OPERATORS		
3.	Most Sustainable & Green Airport	Indira Gandhi International Airport, New Delhi
4.	Best Airport	Chhatrapati Shivaji International Airport Pvt Ltd, Mumbai

a. **GMR Hyderabad International Airport Limited (GHIAL)****ISO 14001:2015 for Environment Management System**

Bureau Veritas Certification	 BUREAU VERITAS																
	GMR HYDERABAD INTERNATIONAL AIRPORT LIMITED																
	GMR AERO TOWERS, RGIA, SHAMSHABAD, HYDERABAD – 500 108, TELANGANA, INDIA.																
	<i>Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the Management System Standards detailed below.</i>																
	<i>Standards</i>																
	ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018																
	<i>Scope of certification</i>																
	A) OPERATION, MAINTENANCE AND MANAGEMENT OF RAJIV GANDHI INTERNATIONAL AIRPORT INFRASTRUCTURE AND FACILITIES B) SECRETARIAL COMPLIANCE & CORPORATE GOVERNANCE																
	<table border="0"> <tr> <td>Original cycle start date for ISO 9001 & ISO 14001:</td> <td>01 October 2010</td> </tr> <tr> <td>Original cycle start date for ISO 45001:</td> <td>19 March 2021</td> </tr> <tr> <td>Expiry date of previous cycle for ISO 9001 & ISO 14001:</td> <td>31 December 2018</td> </tr> <tr> <td>Expiry date of previous cycle for ISO 45001:</td> <td>Not Applicable</td> </tr> <tr> <td>Recertification Audit date for ISO 9001 & ISO 14001:</td> <td>24 August 2018</td> </tr> <tr> <td>Certification Audit date for ISO 45001:</td> <td>26 November 2020</td> </tr> <tr> <td>Recertification cycle start date for ISO 9001 & ISO 14001:</td> <td>14 September 2018</td> </tr> <tr> <td>Certification cycle start date for ISO 45001:</td> <td>19 March 2021</td> </tr> </table>	Original cycle start date for ISO 9001 & ISO 14001:	01 October 2010	Original cycle start date for ISO 45001:	19 March 2021	Expiry date of previous cycle for ISO 9001 & ISO 14001:	31 December 2018	Expiry date of previous cycle for ISO 45001:	Not Applicable	Recertification Audit date for ISO 9001 & ISO 14001:	24 August 2018	Certification Audit date for ISO 45001:	26 November 2020	Recertification cycle start date for ISO 9001 & ISO 14001:	14 September 2018	Certification cycle start date for ISO 45001:	19 March 2021
	Original cycle start date for ISO 9001 & ISO 14001:	01 October 2010															
Original cycle start date for ISO 45001:	19 March 2021																
Expiry date of previous cycle for ISO 9001 & ISO 14001:	31 December 2018																
Expiry date of previous cycle for ISO 45001:	Not Applicable																
Recertification Audit date for ISO 9001 & ISO 14001:	24 August 2018																
Certification Audit date for ISO 45001:	26 November 2020																
Recertification cycle start date for ISO 9001 & ISO 14001:	14 September 2018																
Certification cycle start date for ISO 45001:	19 March 2021																
<p>Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: 13 December 2021</p> <p>Certificate No. IND18.8843U Version: 4 Revision date: 19 March 2021</p>																	
<div style="text-align: center;">  <hr/> Signed on behalf of BVCH SAS UK Branch Jagdish N. MANIAN Head – CERTIFICATION, South Asia Commodities, Industry & Facilities Division </div>																	
<table border="0"> <tr> <td style="vertical-align: top;"> Certification body address: Local office: </td> <td style="vertical-align: top;"> 26 Floor, 66 Prescott Street, London, E1 1MG, United Kingdom Bureau Veritas (India) Private Limited (Certification Business) 72 Business Park, Marol Industrial Area, MIDC Cross Road 'C', Andheri (East), Mumbai – 400 082, India </td> </tr> </table>	Certification body address: Local office:	26 Floor, 66 Prescott Street, London, E1 1MG, United Kingdom Bureau Veritas (India) Private Limited (Certification Business) 72 Business Park, Marol Industrial Area, MIDC Cross Road 'C', Andheri (East), Mumbai – 400 082, India															
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<div style="text-align: right;">  UKAS MANAGEMENT SYSTEMS 0008 </div>																	
<div style="text-align: center;">  </div>																	
<p style="font-size: 8px;">Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call +91 22 8274 2000.</p>																	

Greenhouse Gas Emission Management System (2019)

Certificate

of

GREENHOUSE GASES VERIFICATION

for

GMR HYDERABAD INTERNATIONAL AIRPORT LTD (GHIAL)
 GMR Aero Towers, Rajiv Gandhi International Airport, Shamshabad,
 Hyderabad - 500 108, Telangana State, India.

For Organization Boundary
 Covering operations and management at Rajiv Gandhi International Airport.

Infinite Environmental Solutions LLP has carried out the verification of the carbon footprint of the above organization in accordance with ISO 14064-1:2006 and the results are as follows:

Scope 1 emissions	: 1,121.49 tCO ₂ – equivalent
Scope 2 emissions (location-based reporting)	: 24,534.42 tCO ₂ – equivalent
Scope 3 emissions	: 225,779.16 tCO ₂ – equivalent
GHG Sink	: 685.71 tCO ₂ – equivalent

(Scope 3 category includes only emissions from the following sources: 1. Aircraft LTO cycle
 2. Aircraft engine testing and APU operations 3. Staff Business Travel 4. Employee commuting
 5. Passenger access 6. Ground Support equipment 7. Electricity consumption by airport tenants & concessionaires 8. LPG consumption 9. Radio Cabs & Pushpak bus Service 10. Refrigerants)

Reporting year: 1 January 2019 to 31 December 2019
 Level of Assurance: REASONABLE

VERIFICATION REPORT REFERENCE: 2020|01|GHG-CF18

To verify the validity of this certificate please call at +91 7314050174 or email at business@infsolutions.org
 Further clarification regarding scope of this verification certificate may be obtained from GHIAL.



**INFINITE
SOLUTIONS**

Certificate Number: 2020|GHG-CF18



Jimmy Sah
 Individual verifier
 Airport Carbon Accreditation

Date: 27 April 2020



ISO 50001:2018 for Energy Management system

Bureau Veritas Certification



GMR HYDERABAD INTERNATIONAL AIRPORT LIMITED

GMR AERO TOWER, RAJIV GANDHI INTERNATIONAL AIRPORT, SHAMSHABAD,
HYDERABAD – 500 108, TELANGANA, INDIA.

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the Management System Standard detailed below.

Standard

ISO 50001:2018

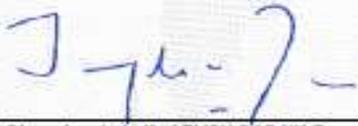
Scope of certification

OPERATION AND MAINTENANCE OF PASSENGER TERMINAL BUILDING, AIR SIDE & LAND SIDE FACILITIES

Original cycle start date: 20 August 2017
 Expiry date of previous cycle: 19 August 2020
 Recertification Audit date: 03 August 2020
 Recertification cycle start date: 20 August 2020

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: 19 August 2023

Certificate No. IND.20.9070/ENU Version: 1 Revision date: 20 August 2020



Signed on behalf of BVCH SAS UK Branch
Jagdish N. MANIAN
 Head – CERTIFICATION, South Asia
 Commodities, Industry & Facilities Division



0008

Certification body address: 5th Floor, 66 Prescot Street, London, E1 1HQ, United Kingdom.

Local office: Bureau Veritas (India) Private Limited (Certification Business)
 72 Business Park, Marol Industrial Area, MIDC Cross Road 'C',
 Andheri (East), Mumbai – 400 093, India.

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.
 To check this certificate validity please call +91 22 6274 3000.

“Level 3+Neutrality” Airport Carbon Accreditation (2019)

CERTIFICATE

of ACCREDITATION

6 December 2019 - 5 December 2023

This is to certify that **Airport Carbon Accreditation**, under the administration of WSP, confirms that the carbon management processes at

RAJIV GANDHI INTERNATIONAL AIRPORT

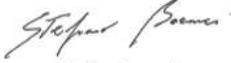
implemented by **GMR Hyderabad International Airport Ltd.**

have earned the accreditation level of **NEUTRALITY**, in recognition of the airport’s exceptional work in managing, reducing and compensating all of the CO₂ emissions under its control, as part of the Global airport industry’s response to the challenge of Climate Change.





www.airportCO2.org



Stefano Baronci
Director General
ACI Asia-Pacific



Simon Clouston
Director
WSP





Green Airports Recognition from ACI for the year- 2018 (Level: Gold), 2019 (Level: Silver), 2020 (Level: Platinum), 2021 (Level: Gold)

(Copy of letter from ACI for the most recent recognition in 2021)



AIRPORTS COUNCIL INTERNATIONAL

REF: (05)APAC/GAR/2021

5 February 2021

Mr. SGK KISHORE
Executive Director
GMR Hyderabad International Airport Limited
GMR Hyderabad Int'l Airport Office
Shamshabad
Hyderabad 500 409
India

Dear Mr. SGK KISHORE

ACI Asia-Pacific Green Airports Recognition 2021

On behalf of the Panel of Judges, I am pleased to inform you that after assessment, Rajiv Gandhi International Airport is selected one of the best among the eleven eligible submissions for the ACI Asia-Pacific Green Airports Recognition 2021.

Your airport will be invited to receive the Gold Recognition in the Less Than 25 million passenger category. The Panel highly praised your airport's project Sustainable Airport Operation for effective Airport Air Quality Management. I would like to thank you for your support for this important initiative and for sharing your airport's best practices in Air Quality Management, the theme of this year's recognition.

Due to the continued impact of COVID-19 and travel restrictions in most parts of our region, combined with our desire to recognize the winning airports, a virtual recognition will be held in June 2021. We will inform you of details of the event nearer the time and once details are confirmed.

ACI Asia-Pacific will make a formal announcement to the press and on social media channels in June, concurrent with the virtual event. We kindly request that your airport announce at the same time.

Should you require assistance for your respective announcements, please do not hesitate to reach out to Mr. Ken Lau, Senior Manager – Environment and Airport Information Technology at ken@aci-asiapac.aero.

Once again, congratulations and thank you for Rajiv Gandhi International Airport's valuable contribution.

Sincerely yours,

Stefano Baronci
Director General

ACI Asia-Pacific Unit 13, 2/F, HKIA Commercial Building, 1 Sky Plaza Road, Hong Kong International Airport, Hong Kong
Telephone (852) 2180-9449 / Facsimile (852) 2180-9462 / Email info@aci-asiapac.aero / Website www.aci-asiapac.aero

ACI is an association incorporated in Canada.

LEED Silver Rating (2008)



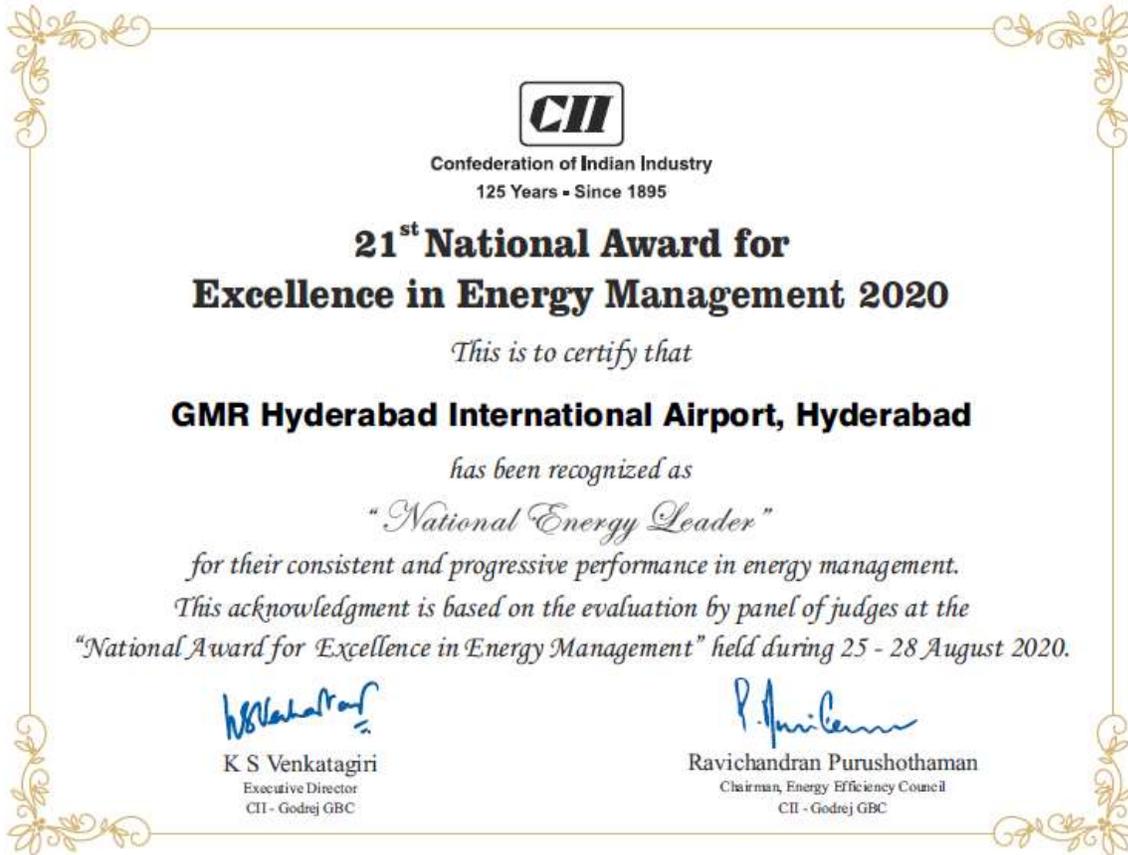
Golden Peacock Award for the best environmental management (2015)



CII National Award for Excellence in Energy Management (multiple years)
(Certificate of the most recent award won in 2020)



CII National Energy Leader Award (2019, 2020)
(Certificate of most recent award won in 2020)



Wings India “Aviation Sustainability & Environment Award” (2020)



BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL
SOUTHERN ZONE AT CHENNAI

APPEAL NO. 18 OF 2020

Sridevi Datla

...Appellant

v.

Union of India and Ors.

...Respondents

Counter Affidavit along with
annexures filed by 5th
Respondent

M/s. Anirudh Krishnan
Adarsh Subramanian
Shiva K
Advaidh Nelakantann
Atul Sharma
Milanka Chaudhury
Naina Dubey

Counsel for 5th Respondent