REQUEST FOR PROPOSAL (RFP)
Concession for the Development, Construction, Operation and Management of Facilities at AI Unity Complex, Chennai, under a Revenue-Sharing Model

Key Events & Dates

S. No.	Particulars	Details
1	Tender Notice No.	RFP-AIAHL/Chennai Concession dated 10th November, 2026
2	Tender Name	Award of Concession for Development, Construction, Operation and Management of Facilities at AI Unity Complex, Chennai on Revenue Sharing Model
3	Date of Issue	11th November 2026
4	Last date and time of submission of Bid (Technical and Financial Bid)	7th December 2026, 3:00 PM
5	Tender Document	The details can be downloaded from AIAHL's website (www.aiahl.in) as well as its subsidiaries' website.
6	Pre-Bid Meeting	20th November 2026, 11:00 AM
7	Last date for hosting of clarification on queries raised	25th November 2026
8	Date & time of opening of Technical Bids	7th December 2026, 3:30 PM
9	Name of the contact person for any clarification	Mr. Sanjeev Kumar, Head – Capital Budget & Projects, Landline No.: 011-25603335/25603305, Mobile: +91 7303143026
10	e-mail Address	cbp@aiasl.in (Please quote the RFP No. in the Subject Line of the e-mail)
11	Validity of Proposal	The rates in the tender document shall remain FIRM for the entire Concession Period,
12	Earnest Money Deposit (EMD)	INR 1,40,00,000/-
13	Performance Security	As specified in the Concession Agreement and the applicable RFP clause.
14	Bid Validity	180 days from the last date for submission, further extendable by AIAHL.
15	Method of Selection	Highest Revenue Share Percentage among technically qualified Bidder Applicants.

16	Commercial Operation Date	No later than 15 months from the Effective Date, subject to the RFP and Concession Agreement.
17	Concession Period	20 years from the Effective Date, unless terminated earlier in accordance with the Concession Agreement.
18	Approvals and Permits	The Concessionaire shall obtain and maintain required approvals at its own cost.

Note: AIAHL reserves the right to cancel the Tender process at any stage.

DISCLAIMER

Although AIAHL has taken reasonable care in preparing this RFP, neither AIAHL nor its subsidiaries, directors, officers, employees, advisers, consultants, agents or representatives makes any representation or warranty, express or implied, as to the accuracy, adequacy, correctness, reliability or completeness of any information, statement, projection, estimate, drawing, document or other material contained in or provided in connection with this RFP. AIAHL shall not be liable for any statement, opinion, omission, error or inference arising out of or relating to this RFP or any written or oral communication provided during the bidding process.

Each Bidder Applicant shall independently examine and satisfy itself that the RFP, the Concession Agreement and all accompanying schedules, forms and annexures are complete and sufficient for preparing its Proposal. Each Bidder Applicant shall promptly notify AIAHL of any discrepancy or omission identified before the last date for submission; otherwise, the Bidder Applicant shall be deemed to have accepted the RFP as complete and to have no query or confusion regarding its contents.

The information, data, projections and descriptions in this RFP are indicative and provided for reference only. They have not necessarily been independently verified, may change, and do not constitute an assurance, representation or guarantee of any revenue, business volume, return, demand, cost, site condition or prospect of business. Each Bidder Applicant shall undertake its own studies, site inspection and due diligence and shall bear the consequences of any inadequacy, inaccuracy or incompleteness in information made available by or on behalf of AIAHL.

Nothing in this RFP constitutes legal, financial, tax, investment or other professional advice, or an inducement to invest or enter into any contract. Each Bidder Applicant shall obtain its own legal, financial, tax, technical and other professional advice and shall be responsible for all costs and expenses incurred in preparing and submitting its Proposal and participating in the bidding process.

AIAHL reserves the right, without assigning any reason and without incurring any liability, to reject any or all Proposals, cancel, withdraw, suspend or restart the bidding process, not proceed with the award of the Concession, not invite any Bidder Applicant to proceed further, or change the basis, procedure or timetable for selection. AIAHL shall not be bound to accept the highest or any Proposal and may negotiate or decline to negotiate with any Bidder Applicant at its discretion.

AIAHL may at any time amend, update, supplement or clarify this RFP or any information in it by issuing an Addendum or corrigendum. Any such Addendum or corrigendum shall form part of the RFP and shall be published or communicated through AIAHL or its subsidiaries' website. Each Bidder Applicant is solely responsible for checking those sources before submitting its Proposal, and no extension shall be granted merely because a Bidder Applicant did not obtain or review the complete or amended RFP.

This RFP is confidential and is provided solely for the purpose of preparing and submitting a Proposal. A Bidder Applicant shall not disclose, reproduce or use the RFP or any information in it for any other purpose and shall, upon AIAHL's request, return or destroy the RFP and related materials. AIAHL may share Proposals and related information with its advisers, consultants, agents, Governmental Authorities and Relevant Authorities for evaluation, verification, approvals or other purposes connected with the CLP Project.

No legal or contractual obligation shall arise for AIAHL from the issue of this RFP, any clarification, circular, Addendum or participation in the bidding process unless and until the Concession Agreement is duly executed and becomes effective. Submission of a Proposal constitutes the Bidder Applicant's acknowledgement and acceptance that this RFP and all information supplied with it supersede any earlier document, statement or information exchanged in relation to the CLP Project, except to the extent expressly incorporated into the Concession Agreement.

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1. INTRODUCTION

AI Assets Holding Limited ('**AIAHL**') is a Schedule B, Central Public Sector Undertaking under the administrative control of Ministry of Civil Aviation.

The Company was incorporated on 27th January 2018 as a Special Purpose Vehicle (SPV) having its registered office at 2nd Floor, AI Administration Building, Safdarjung Airport, New Delhi. AIAHL has an authorized share capital of Rs. 70,000 crores and paid-up capital of Rs. 63,022.59 crores as on 31st March 2026. It is a 100% owned by Government of India. It has four subsidiaries i.e. AI Engineering Services Limited, AI Airport Services Limited, Alliance Air Aviation Limited and Hotel Corporation of India. AIAHL is responsible for monetizing all the non-operation assets handed over from Air India, responsible for management of all subsidiaries and handling post disinvestment issues of Air India. AIAHL as a holding company is the only company in India which has a footprint in nearly all the segments of Aviation Industry. Maintenance, Repair and Overhaul (MRO), ground handling and airline through its subsidiaries.

AIAHL is the owner of the AI Unity Complex situated at St. Thomas Mount cum Pallavaram Cantonment, Chennai ('**the Property**' / '**CLP Site**'). The Property comprises land measuring 12,000 sq. mtrs. (comprising GLR Sy. No. 388/242-7 measuring 1,773.23 sq. mtrs. classified as A-1 land and GLR Sy. No. 388/14 measuring 10,226.77 sq. mtrs. of 'C' land) which was transferred by the Government of India, Ministry of Defence, to Air India pursuant to the Presidential sanction vide Letter No. 735/28/L/L & C/89 dated 4th January 1993 on payment of a transfer value of Rs. 77,92,117/- (Rupees Seventy Seven Lakhs Ninety Two Thousand One Hundred and Seventeen only). The Property houses the AI Unity Complex (also referred to as the 'Service Complex') comprising the following structures with a total constructed area of approximately **10,297.60** sq. mtrs.:

S. No.	Building	Total Bult-up Area (sq. mtrs.)
1	Administrative Block (Basement + Ground Floor)	2,785
2	GSD + Cabin Catering Building (Basement + Ground Floor + 2 Floors)	5,390
3	Two-Wheeler Parking Shed – Ground Floor	218
4	Electrical Block – Ground Floor	51.60
5	RO Water Building – Ground Floor	17
6	AIASL GSD Workshop	1,180
7	Offices inside GSD Workshop – Ground Floor	379
8	Offices inside GSD Workshop – First Floor	277
9	Total Existing Built-Up Area	**10,297.60**

The Property is situated in close proximity to the Chennai International Airport (formerly Anna International Airport) and falls under the jurisdiction of the Cantonment Board, St. Thomas Mount cum Pallavaram, Chennai – 600 016.

2. DEFINITIONS AND INTERPRETATION

2.1. In this RFP, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

a) **"AIASL" means** AI Airport Services Limited, a subsidiary of AIAHL.

b) **"AIASL Facility"** has the meaning assigned to it in Clause 5.5.8.1.

c) **"AIASL Facility Obligation"** has the meaning assigned to it in Clause 5.5.8.

d) **"Applicable Laws"** means all laws, statutes, enactments, acts of legislature, rules, regulations, notifications, guidelines, policies, directions, directives, orders, bye-laws, and judgments of any Governmental Authority as may be in force from time to time, including any amendment, modification, re-enactment or re-interpretation thereof, applicable to the CLP Project and/or the Parties.

e) **"Bidder" / Bidder Applicant"** means any entity or consortium submitting a Proposal in response to this RFP.

f) **"Business Day"** means any day other than a Saturday, Sunday, or a public holiday declared by the Central Government or the Government of Tamil Nadu.

g) **"CLP Facility"** means the facilities to be developed, constructed, operated, managed and maintained by the Concessionaire at the CLP Site pursuant to the Concession Agreement, including all structures, buildings, equipment, fixtures, fittings and improvements, but excluding the GSD Workshop Area.

h) **"CLP Project"** or **"Chennai Logistics Project"** means the project for development, construction, operation, management and maintenance of **the** CLP Facility at the CLP Site as contemplated under this RFP and the Concession Agreement.

i) **"CLP Site"** or **"the Property"** means the land and premises comprising the AI Unity Complex situated at St. Thomas Mount cum Pallavaram Cantonment, Chennai, measuring approximately 12,000 sq. mtrs., more particularly described in Clause 4 and Schedule 1.

j) **"Commercial Operation Date"** or **"COD"** means the date on which the CLP Facility achieves commercial operation as specified in Clause 5.9.

k) **"Concession"** means the concession granted by AIAHL to the Concessionaire under the Concession Agreement for the development, construction, operation, management and maintenance of the CLP Facility at the CLP Site on a Build-Operate-Transfer (BOT) basis.

l) **"Concession Agreement"** means the agreement to be executed between AIAHL and the Concessionaire pursuant to the award of the Concession under this RFP, as may be amended from time to time.

m) **"Concession Period"** means the period of 20 (twenty) years commencing from the Effective Date, including any extension thereof by written supplemental agreement, unless the Concession Agreement is terminated earlier in accordance with its terms.

n) **"Concessionaire"** means the successful Bidder Applicant selected pursuant to this RFP who executes the Concession Agreement with AIAHL.

o) **"Confidential Information"** means any and all information disclosed by one Party to the other, whether in writing, orally, electronically or otherwise, relating to the business, operations, technical or financial affairs of the disclosing Party in connection with the Concession Agreement, as more particularly described in Clause 20 and Appendix-I: Form-8.

p) **"Dispute"** means any dispute, difference or claim arising out of, relating to, or in connection with the Concession Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, as referred to in Clause 27.

q) **"Due Date"** means, in relation to any payment due under the Concession Agreement, the date by which such payment is required to be made in accordance with the relevant provision of the Concession Agreement or this RFP.

r) **"Earnest Money Deposit"** or **"EMD"** means the deposit to be submitted by the Bidder Applicant in accordance with Clause 8.

s) **"Effective Date"** means the date of execution of the Concession Agreement, which shall be 45 (forty-five) days from the date of the Letter of Intent to Award, as specified in Clause 23.2.

t) "**Estimated Project Cost** "means approximately estimated cost of INR 70 Crores as estimated by AIAHL. It is clarified that the Estimated Project Cost is only tentative and the construction cost for the entire project may vary.

u) **"Existing Facilities"** means the existing structures and buildings at the CLP Site as on the date of this RFP, including the Administrative Block, Cabin Catering Building, Stores & Engineering Building, GSD Workshop, and Offices in GSD Workshop, as described in Clause 1 and Schedule 1.

v) **"Force Majeure"** means any event or circumstance beyond the reasonable control of the affected Party which prevents or delays performance of its obligations, as described in Clause 17.

w) **"Good Industry Practice"** means the practices, methods, techniques, standards and procedures as are generally accepted and followed by prudent, diligent and experienced operators in the real estate development, logistics, warehousing and

facility management industry in India, and which are consistent with Applicable Laws and the terms of the Concession Agreement.

x) **"Governmental Authority"** means any Central, State or local government, any ministry, department, commission, board, bureau, agency, authority, instrumentality, court, tribunal or other body exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

y) **"Gross Revenue"** has the meaning assigned to it in Clause 6.6.

z) **"GSD Access Licence"** has the meaning assigned to it in Clause 5.6.1.

aa) **"GSD Workshop Area"** has the meaning assigned to it in Clause 5.5.7.

bb) **"Letter of Intent to Award"** or **"LOI"** means the letter issued by AIAHL to the successful Bidder Applicant communicating the award of the Concession, as referred to in Clause 23.1.

cc) **"Minimum Monthly Guaranteed Amount"** or **"MMG"** has the meaning assigned to it in Clause 6.3.

dd) **"Month"** means a calendar month as per the Gregorian calendar.

ee) **"Parties"** means AIAHL and the Concessionaire collectively, and **"Party"** means either of them individually.

ff) **"Proposal"** means the proposal submitted by a Bidder Applicant in response to this RFP, comprising the Technical Proposal and the Financial Proposal.

gg) **"Relevant Authority"** means any Governmental Authority, statutory body, regulatory authority, or local authority having jurisdiction over or in connection with the CLP Project, the CLP Site, or the activities of the Concessionaire.

hh) **"Revenue Share Amount"** has the meaning assigned to it in Clause 6.1.

ii) **"Revenue Share Percentage"** means the percentage of the Gross Revenue proposed by the Bidder Applicant in its Financial Proposal, payable to AIAHL as part of the Revenue Share Amount.

jj) **"Service Standards"** means the standards of service, maintenance, safety, and operational performance to be complied with by the Concessionaire, as specified in the Concession Agreement.

kk) "**Similar Works**" or "Similar Projects" has the meaning assigned to it in Clause 7.1.10.

ll) **"Termination Notice"** means a written notice issued by a Party to the other Party in accordance with the Concession Agreement, communicating its intention to terminate the Concession Agreement.

mm) **"Year"** means a financial year commencing on 1st April and ending on 31st March of the following calendar year, unless the context requires otherwise.

2.2. Terms used but not defined in this Clause 2 shall have the meanings assigned to them elsewhere in this RFP or the Concession Agreement, as the context may require.

3. PROPOSAL

3.1. AIAHL intends to award a Concession for the development, construction, operation, management and maintenance of facilities at the AI Unity Complex, Chennai, on a Revenue Sharing Model through an open competitive bidding process. AIAHL invites proposals comprising Technical and Financial Proposals (the 'Proposal'), under a two-bid system with separate Technical Proposal and Financial Proposal, for the selection of a Concessionaire.

3.2. The selected Concessionaire shall enter into a Concession Agreement with AIAHL on a Build-Operate-Transfer ("**BOT**") basis for the Concession Period. The entire project shall be referred to as the "**Chennai Logistics Project**" (the "**CLP Project**").

3.3. AIAHL will select a Concessionaire from Bidder Applicants who will be submitting their proposals as prescribed in this RFP.

3.4. AIAHL may, at its sole discretion and in accordance with applicable internal approvals, at any time during the Term of the Concession Agreement, transfer or novate the Property and/or any or all of its rights, title, interests and obligations under this RFP and the Concession Agreement to AI Airport Services Limited ("AIASL"), its present subsidiary, whereupon AIASL shall assume and continue all such rights and obligations, including, without limitation, the right to execute and perform the Concession Agreement, receive and retain the Revenue Share Amount and exercise all rights and remedies available to AIAHL under the RFP and/or the Concession Agreement. Such transfer/novation shall be binding on the Concessionaire, who shall have no objection or claim arising therefrom, and all terms and conditions of the RFP and Concession Agreement shall apply mutatis mutandis to AIASL.

3.5. **Special Purpose Company.** The Successful Bidder shall incorporate a special purpose company under the Companies Act, 2013 (the "SPC") for entering into and performing the Concession Agreement.

3.5.1. The SPC shall be incorporated within 45 (forty-five) days from the date of the Letter of Intent to Award, or within such further period as AIAHL may approve in writing. Incorporation of the SPC shall be mandatory in all cases, whether the Successful Bidder is a single entity or a Consortium.

3.5.2. All obligations under the Letter of Intent to Award and the Concession Agreement, including development, construction, operation, management and maintenance of the CLP Facility, shall be performed by or through the SPC, and the SPC shall be the Concessionaire under the Concession Agreement.

3.5.3. The Successful Bidder shall guarantee, and shall ensure that its constitutional documents reflect, the due and timely performance by the SPC of all obligations under the Letter of Intent to Award and the Concession Agreement.

4. PROJECT BACKGROUND AND PROPERTY DETAILS

4.1. Property Background

4.1.1. The land was originally Defence land which was transferred to Air India by way of a Government Grant pursuant to the sanction of the President of India vide Government of India, Ministry of Defence (DGD) Letter No. 735/28/L/L & C/89 dated 4th January 1993. The transfer was effected under the provisions of the Government Grants Act, 1895, and the transfer is complete without any requirement of a separate transfer deed or registration, as confirmed by the legal opinion dated 4th May 2004 from M/s. Nataraj Rao Raghu & Sundaram, Advocates & Notary. Accordingly, title to the Property passed to Air India upon the Government Grant.

4.1.2. The possession of the land was formally handed over to Air India on 25th October 1995 through a duly executed Handing/Taking Over Certificate signed by representatives of the Commandant, Fort St. George (for Class A-1 Land), the Cantonment Executive Officer, Cantonment Board (for Class 'C' Land), the Defence Estate Officer, Madras Circle, and Air India (represented by its Regional Manager, Mr. K. Sivaraman), subject to the terms and conditions stipulated in the Government of India, Ministry of Defence letter.

4.1.3. Subsequently, the aforesaid Property was transferred to AI Assets Holding Limited ("AIAHL") under Restated Framework Agreement executed between Air India Ltd. and AIAHL on 05.01.2022, which is presently the owner of the Property and is entitled to hold, develop, lease, operate and otherwise deal with the Property, subject to applicable laws, Government approvals and the terms and conditions governing the original Government Grant.

4.1.4. The transfer was subject to the following conditions stipulated by the Government of India, which have been fulfilled by Air India: (i) Construction of an approach road of 10 meters width from the line of sewage manhole chambers of the existing barracks for Army use, to MES standards, on GLR No. 388/242-7; (ii) Maintenance of service through the existing storm water drain; (iii) Installation of a submersible pump in the borewell on GLR No. 388/14 for use of defence authorities; and (iv) Allowing MES authorities access to the MES shallow well through the transferred land until alternative arrangements are made. Bidder Applicants are advised that these conditions may require ongoing compliance and coordination with the defence/MES authorities.

4.2. **Property Location.** The Property is located at St. Thomas Mount cum Pallavaram Cantonment, Chennai, in the vicinity of the Anna International Airport (now Chennai International Airport). The Property falls under the jurisdiction of the Cantonment Board, St. Thomas Mount cum Pallavaram.

4.3. **Existing Infrastructure.** The Property comprises existing structures including an Administrative Block, Cabin Catering Building, Stores & Engineering Building, and

GSD Workshop. The building plan approval was obtained from the Cantonment Board for the period 16.02.1996 to 15.02.1997.

4.4. Land Details

Particulars	Details
Total Land Area	12,000 sq. mtrs.
GLR Sy. No. 388/242-7 (A-1 Land)	1,773.23 sq. mtrs. (Class A-1 Land)
GLR Sy. No. 388/14 (C Land)	10,226.77 sq. mtrs. (Class 'C' Land)
Location	St. Thomas Mount cum Pallavaram Cantonment, Chennai
Site Coordinates	12.980616°N, 80.158398°E
Total Constructed Area	**10,297.60** sq. mtrs. (approx.)

5. SCOPE OF CONCESSION

5.1. **Grant of Concession.** In consideration of the Revenue Share Amount, Utility Charges and other payments as specified under the Concession Agreement, AIAHL hereby invites proposals from interested parties for the grant of a Concession to:

5.1.1. Develop, construct and set-up new facilities at the CLP Site;
5.1.2. Operate, manage and maintain the existing facilities at the CLP Site;
5.1.3. Maintain the CLP Site;
5.1.4. Provide services during the Concession Period; and
5.1.5. Transfer the facilities to AIASL at the end of the Concession Period in accordance with the Concession Agreement.

5.2. **Concession Period**

The Concession shall be granted for a period of 20 years commencing from the Effective Date, unless the Concession Agreement is terminated earlier as per the terms and conditions contained therein. The Concession Period may be extended only by way of a written supplemental agreement executed by both Parties prior to the expiry of the then-current Concession Period, on such terms (including any revision to the Revenue Share Percentage or MMG) as may be mutually agreed between AIAHL and the Concessionaire. During the first 30 (thirty) months from the Effective Date (the "Lock-in Period"), the Concessionaire shall not terminate the Concession Agreement for any reason whatsoever. This Lock-in Period supplements the Voluntary Surrender provision in Clause 16.3, which shall apply only after 30 (thirty) months from the Effective Date. Notwithstanding above, the "Lock-in Period" does **not** prevent termination by AIAHL for Concessionaire default or other termination events expressly provided in the Agreement.

5.3. **Nature of Rights**

The Concession Agreement shall not create any interest in the CLP Site in favour of the Concessionaire. AIAHL does not grant any right pursuant to the Concession Agreement except the right to use the CLP Site for the purpose of implementing the Concession.

The ownership of the land comprising the CLP Site shall at all times remain vested in AIAHL. The Concession Agreement shall not create any ownership, leasehold, sub-lease, mortgage, charge, lien or any other third-party rights or interest in the CLP Site in favour of the Concessionaire or any other person.

Financing by the Concessionaire. The Concessionaire shall arrange all financing required for the CLP Project at its own cost, risk and responsibility. AIAHL and AIASL shall not be a party to, guarantor of, or in any manner liable under, any loan, credit facility, financial assistance or other borrowing ("Financing") obtained by the Concessionaire or the Successful Bidder from any bank, financial institution or other lender ("Lender"), and no Lender shall have any recourse to AIAHL, AIASL or their assets in respect of any Financing.

The Concessionaire shall not create or permit any mortgage, charge, pledge, lien, hypothecation or other encumbrance over the CLP Site, the Existing Facilities, the AIASL Facility, the GSD

Workshop Area, or any right, title or interest of AIAHL/AIASL therein. Any security for the Financing may be created only over the Concessionaire's own movable assets and its rights under the Concession Agreement, with the prior written consent of AIAHL, and shall at all times be subject and subordinate to the rights of AIAHL under the Concession Agreement and the Escrow Agreement (including the priority of payment of the Revenue Share Amount and MMG) and to the obligation to hand over the CLP Facility free from all encumbrances under Clause 5.13.

Any default by the Concessionaire in the repayment of, or performance of its obligations under, any Financing shall not affect the ownership, rights, title or interests of AIAHL/AIASL in the CLP Site or the CLP Facility, shall not entitle any Lender to take possession of, sell or otherwise deal with the CLP Site or the CLP Facility, and shall not give rise to any obligation of AIAHL/AIASL to make any payment, assume any debt or pay any termination compensation to the Concessionaire or any Lender. Any substitution of the Concessionaire at the instance of Lenders shall be permitted only with the prior written consent of AIAHL, at its sole discretion, and on terms set out in the Concession Agreement. The Concessionaire shall ensure that all Financing documents expressly acknowledge the provisions of this Clause 5.3, and shall furnish copies of such documents to AIAHL prior to execution.

5.4. **Handover of Possession of CLP Site**

AIAHL shall hand over physical possession of the CLP Site, including the Existing Facilities, to the Concessionaire within 15 (fifteen) days of the Effective Date, through a duly executed handover memorandum recording the condition of the CLP Site and Existing Facilities as of the date of handover. AIAHL represents that, save as disclosed in Clause 4.1 (Property Background) of this RFP, the CLP Site shall be handed over free from any subsisting third-party lease, licence, or occupation rights known to AIAHL as of the date of this RFP. From the date of handover, the Concessionaire shall, at its own cost, be responsible for the security, insurance, operation, maintenance and repair of the Existing Facilities within the concession area (excluding the GSD Workshop Area), and shall not demolish or structurally alter any Existing Facility without the prior written approval of AIAHL and all approvals required under Applicable Laws.

5.5. **Construction and Development Requirements.** The selected Concessionaire shall:

5.5.1. Carry out a detailed survey of the CLP Site before undertaking any construction activity for detecting any underground cables/wires passing through the CLP Site.

5.5.2. At its own cost and responsibility, develop and construct the facilities at the CLP Site in Reinforced Cement Concrete ("RCC") construction or Pre-Engineered Building ("PEB") steel structure, subject to compliance with applicable structural, fire-safety and regulatory requirements, including but not limited to providing, maintaining and upgrading all such equipment, materials, amenities and infrastructure necessary for operating, maintaining and managing the same for rendering services, as per the Basic Development Requirements. For the purposes of this RFP, "Basic Development Requirements" means the minimum development requirements specified in Clause 5.5.6, the AIASL Facility Obligation under Clause 5.5.8 and such further requirements as are set out in the draft Concession Agreement, which shall be made available to Bidder Applicants prior to the Pre-Bid Meeting.

5.5.3. The Concessionaire shall bear the entire project cost, including all costs of development, construction, operation, management and maintenance of the CLP Facility, without any financial liability on AIAHL.

5.5.4. Ensure compliance with the conditions of the original Defence land transfer, including but not limited to:

5.5.4.1. maintaining the approach road of 10 meters width to MES standards on GLR No. 388/242-7 for use of defence authorities;

5.5.4.2. maintaining service through the existing storm water drain or a diverted drain at the Concessionaire's cost;

5.5.4.3. protecting the existing borewell and submersible pump installation on GLR No. 388/14; and

5.5.4.4. allowing MES authorities access to the MES shallow well through the CLP Site until alternative arrangements are made by MES.

5.5.5. The Concessionaire shall, at its own cost and risk, obtain and maintain all statutory and regulatory approvals, licences, permissions and clearances required under Applicable Laws for the development, construction, operation and management of the CLP Facility. AIAHL shall not be liable for any delay or cost arising from the Concessionaire's failure to obtain or maintain such approvals.

5.5.6. The CLP Facility shall be developed and constructed in RCC structure or PEB steel structure (subject to compliance with applicable structural, fire-safety and regulatory requirements) with all amenities and facilities as may be required for cargo logistics, warehousing and related office operations, including but not limited to: (a) passenger and goods lifts/elevators in all multi-storey buildings; (b) interior air conditioning and climate control systems in office areas, meeting rooms and such other areas as may be specified by AIAHL; (c) fire detection, alarm and suppression systems; (d) adequate electrical distribution, power backup and uninterrupted power supply systems; (e) structured cabling, IT and telecommunications infrastructure; (f) loading/unloading bays, docking stations and material handling infrastructure suitable for cargo logistics operations; and (g) such other facilities, fittings and amenities as may be required for the efficient operation of the CLP Facility in accordance with Good Industry Practice and the Concession Agreement.

5.5.7. Total land area of approximately 4,000 sq. mtrs. including existing GSD Workshop, shall be expressly excluded from the scope of the Concession as identified in the site plan attached hereto as Schedule I. This 4000 sq. mtrs. Land area shall remain available for the operational requirements of AI Airport Services Limited ("**AIASL**") and shall not be subject to any

development, construction, or alteration by the Concessionaire, save and except as expressly provided under Clause 5.5.8 below.

5.5.8. Notwithstanding the exclusion of the GSD Workshop Area (with 4000 sq. mtrs. Land area) under Clause 5.5.7, the Concessionaire shall undertake and complete the following works (collectively, the "AIASL Facility Obligation"):

5.5.8.1. construct and hand over to AIASL a dedicated office and training facility of approximately 15,000 sq. ft. (approximately 1,394 sq. mtrs.) above the GSD Workshop (the "AIASL Facility") as specified by AIAHL, designed and constructed with all necessary infrastructure including lift, access/passage, DGCA-compliant training halls, and associated facilities; and

5.5.8.2. renovate and upgrade the existing AIASL office located within the GSD Workshop, along with clear access road for vehicle/GSE movement from city side ensuring operational continuity of AIASL during and after such renovation.

5.6. **Limited License for AIASL Facility Obligation**

5.6.1. For the sole and limited purpose of discharging the AIASL Facility Obligation, AIAHL hereby grants to the Concessionaire, upon and subject to execution of the Concession Agreement, a limited, non-exclusive, revocable licence (the "GSD Access Licence") to enter upon, access, and carry out construction and renovation works within and above the GSD Workshop Area, subject to the following conditions:

5.6.1.1. The GSD Access Licence shall be effective from the Effective Date and shall remain in force until the date of completion and handover of the AIASL Facility and renovation works to the satisfaction of AIAHL/AIASL, as certified by a joint inspection committee comprising representatives of AIAHL, AIASL, and the Concessionaire.

5.6.1.2. The GSD Access Licence shall not create any interest, right of occupation, leasehold, sub-lease, or any other proprietary or possessory right in the GSD Workshop Area in favour of the Concessionaire.

5.6.1.3. The Concessionaire shall carry out all works under the AIASL Facility Obligation in close coordination with AIASL so as to ensure that the ongoing operations of AIASL within the GSD Workshop Area are not disrupted or materially impaired. The Concessionaire shall submit a detailed construction methodology and work schedule to AIAHL/AIASL for prior written approval before commencing any works.

5.6.1.4. The Concessionaire shall, at its own cost and risk, obtain all statutory and regulatory approvals, licences, permissions, and clearances required under Applicable Laws for the construction of the AIASL Facility and renovation works, including but not limited to building plan approvals from the Cantonment Board, structural safety certifications, and any clearances required from the Directorate General of Civil Aviation (DGCA) or defence/MES authorities, as applicable.

5.6.1.5. The entire cost of construction of the AIASL Facility and renovation of the existing AIASL office, including all design, engineering, statutory approvals, materials, labour, supervision, and incidental expenses, shall be borne solely by the Concessionaire. Neither AIAHL nor AIASL shall have any financial liability whatsoever in respect of the AIASL Facility Obligation.

5.6.1.6. Upon completion and handover of the AIASL Facility, the GSD Access Licence shall automatically stand terminated, and the Concessionaire shall have no further right of access to the GSD Workshop Area, save as may be expressly provided in the Concession Agreement for routine maintenance coordination.

5.7. **Design, Specifications, and Handover**

5.7.1. The detailed design and specifications of the AIASL Facility shall be as mutually agreed between AIAHL/AIASL and the Concessionaire within 60 (sixty) days of the Effective Date. In the event the Parties are unable to agree upon the design and specifications within the aforesaid period, AIAHL's decision thereon shall be final and binding.

5.7.2. The Concessionaire shall complete the AIASL Facility and renovation works and hand over the same to AIASL within the timelines as may be mutually agreed between AIAHL/AIASL and the Concessionaire, or as specified in the Concession Agreement.

5.7.3. Upon completion, the AIASL Facility and all renovated areas shall vest in and be the property of AIAHL/AIASL, and the Concessionaire shall have no claim, right, title, or interest therein.

5.8. **Inclusion in Project Cost.**

5.8.1. The estimated cost of the AIASL Facility Obligation shall form part of the total estimated project cost of the CLP Project for all purposes under this RFP, including for the computation of the Earnest Money Deposit under Clause 8 and the Detailed Project Report. Bidder Applicants shall factor the cost of the AIASL Facility Obligation into their Financial Proposals accordingly.

5.8.2. AIAHL shall have the right to conduct audit and inspection of the CLP Facility, the books of accounts, records and documents of the Concessionaire relating to the CLP Project, at any time during the Concession Period, upon reasonable prior notice.

5.9. **Commercial Operation Date.** The construction/development period for the CLP Facility shall be 15 (fifteen) months from the Effective Date, as may be determined by the competent authority. The CLP Facility shall achieve commercial operation no later than the expiry of such construction/development period.

5.10. **Project Milestones**

S. No.	Description	Target
1	Letter of Intent to Award	-
2	Effective Date	45 days from date of issue of Letter of Intent to Award
3	Engineering Complete	60 days from the Effective Date
4	Commencement of Construction	90 days from the Effective Date
5	Completion of Construction	15 (fifteen) months from the Effective Date
6	Commercial Operation Date	15 (fifteen) months from the Effective Date

5.11. **Services.** The Concessionaire shall provide Services at the CLP Site, including but not limited to the following:

5.11.1. Provision and maintenance of the entire infrastructure;

5.11.2. Supply of utilities including, but not limited to, Power Supply and Water Supply, as per prescribed service standards. The Concessionaire shall, wherever technically and legally feasible, install solar panels or solar power systems as part of the development, with a view to promoting renewable energy and reducing the environmental footprint of the CLP Facility.

5.11.3. Housekeeping services;

5.11.4. Repair and rehabilitation activities as and when required for smooth operations of the facilities;

5.11.5. Security and fire safety provisions as per prescribed service standards and applicable law.

5.12. **Operation and Maintenance.** The Concessionaire shall operate the facility and provide services on a 24 (twenty-four) hour basis in accordance with Good Industry Practice and Applicable Law.

5.13. **Handover at End of Concession Period.** Upon expiry or earlier termination of the Concession Agreement, the Concessionaire shall hand over the CLP Facility,

including all structures, equipment, fixtures, fittings and improvements made therein, to AIASL at zero/nil cost and in a fully operational condition, free from all encumbrances, charges and third-party claims.

5.14. **Quality Standards and Monitoring.** The Concessionaire shall comply with accepted international standards and Good Industry Practice in the development, operation and maintenance of the CLP Facility and the provision of Services, and shall meet the Service Standards specified in the Concession Agreement. AIAHL may at any time, directly or through its officers, representatives or third-party consultants, monitor the performance of the Concessionaire and its compliance with the RFP and the Concession Agreement.

5.15. **Environmental, Health, Safety and Sustainability Requirements.** The Concessionaire shall comply with all Applicable Laws, permits, consents, licences, fire regulations, safety standards, directions of Relevant Authorities and the EHS&S requirements applicable to the CLP Project, and shall obtain and maintain all required environmental approvals at its own cost.

5.15.1. The Concessionaire shall prepare, submit and implement an environmental management plan and an EHS&S compliance plan covering, at a minimum, hazard and risk assessments, fire and emergency management, waste and hazardous-material management, dust and noise control, pollution prevention, water conservation, rainwater and storm-water management, energy efficiency, renewable-energy measures, green-building practices, protection of existing greenery, training, incident reporting and EHS&S audits. The Concessionaire shall use reasonable endeavours to reduce adverse impacts during construction and operation and shall comply with all applicable standards for treated water, waste disposal and emissions.

5.15.2. The Concessionaire shall appoint a dedicated EHS&S officer during the construction and operation phases, maintain safe work systems and adequate firefighting and standby equipment, permit AIAHL or its appointed agency to conduct EHS&S inspections and audits, and ensure that all personnel and subcontractors receive appropriate safety, health, environmental and sustainability training. Obtaining ISO 14001:2015 certification for the CLP Facility during the operation phase is recommended.

6. REVENUE SHARING MODEL

6.1. **Revenue Share Amount.** The Concessionaire shall pay to AIAHL the Revenue Share Amount for every Month as per the provisions under the Concession Agreement. The Revenue Share Amount shall be the higher of:

6.1.1. The Minimum Monthly Guaranteed Amount (MMG) as set out in the Concession Agreement; or

6.1.2. The absolute amount computed by applying the Revenue Share Percentage to the Gross Revenue.

6.2. **Revenue Share Percentage**

6.2.1. The Revenue Share Percentage shall be expressed as a percentage, as proposed by the Bidder Applicant in its Financial Proposal.

6.2.2. The minimum Revenue Share to be quoted by the Bidder shall be 25% of the Gross Revenue ("Minimum Revenue Share"). Any bid quoting a Revenue Share percentage below the Minimum Revenue Share shall be liable for rejection.

6.2.3. **Illustration of Revenue Share Calculation**
If the Bidder quotes a Revenue Share of 25% of Gross Revenue and the Gross Revenue generated is 100, the Revenue Share payable to AIAHL shall be 25, and the balance 75 shall be the revenue of the Concessionaire.

6.3. **Minimum Monthly Guaranteed Amount (MMG)**

6.3.1. The Minimum Monthly Guaranteed Amount ("MMG") for each month of the Concession Period shall be INR 25,00,000/- (Rupees Twenty-Five Lakhs Only) applicable with effective from 15 month from the Effective date (i.e. 45 days from date of issue of Letter of Intent to Award) or the Commercial Operation Date whichever is earlier. The MMG shall be escalated by 5% (five percent) annually or percentage increase in actual annual revenue, whichever is higher from the second Year from commencement of MMG applicability. The Concessionaire shall pay to AIAHL, on a monthly basis, **the higher of (i) the Revenue Share Amount calculated at the quoted** Revenue Share Percentage applied to the Gross Revenue for the relevant Month, or (ii) the MMG as specified in the Concession Agreement. The MMG shall constitute the minimum assured payment payable by the Concessionaire irrespective of the actual revenue generated.

6.4. **Payment Mechanism**

6.4.1. The Concessionaire shall on or by the 7th day of each Month provide AIAHL data pertaining to the Gross Revenue for the immediate previous Month.

6.4.2. AIAHL shall, within 2 (two) days of receipt of the data, raise and submit an invoice on the Concessionaire.

6.4.3. The Concessionaire shall pay under the invoice within 3 (three) days of its receipt.

6.4.4. Non-payment of Revenue Share Amount within the Due Date shall attract simple interest at 18% per annum calculated on a monthly basis.

6.5. **Audited Revenue Statements**

6.5.1. The Concessionaire shall submit a consolidated audited financial statement of its Gross Revenue within 30 (thirty) days of the expiry of each quarter.

6.5.2. The Concessionaire shall also submit an annual audited gross revenue statement within 90 (ninety) days of the expiry of each relevant Year.

6.5.3. Any variation beyond 10% between self-certified and audited statements shall attract interest at 18% per annum.

6.6. **Definition of Gross Revenue**

6.6.1. 'Gross Revenue' shall mean all and any pre-tax revenue and amount generated, earned and/or accrued to the Concessionaire, directly or indirectly, from the CLP Project, including but not limited to:

6.6.1.1. Revenue from warehousing space facilities (including rentals, utility charges, and any other activity undertaken by the Concessionaire in the CLP Facility), provision of common infrastructure facilities, food and beverages, and maintenance services;

6.6.1.2. Any other consideration or benefit in kind received by the Concessionaire in relation to the operation of the Concession;

6.6.1.3. Any amounts of discounts allowed by the Concessionaire to its User(s);

6.6.1.4. Any direct or indirect tax benefit, incentive, subsidy, grant accruing to the Concessionaire on account of the Concession;

6.6.1.5. Any revenue billed but not accrued, any revenue accrued but not billed, and any revenue billed but not received.

6.7. **Escrow Arrangement.** The Concessionaire shall enter into the Escrow Agreement with AIAHL and the Escrow Bank within 60 (sixty) days from the Effective Date to establish and maintain an escrow account. All Gross Revenue and all other revenues arising from or relating to the Concession shall be credited to the escrow account and shall be applied, transferred and otherwise utilised strictly in accordance with the Concession Agreement and the Escrow Agreement. AIAHL shall have the right, upon 30 (thirty) days' prior written notice to the Concessionaire, to require the Concessionaire to create a charge over the escrow account in favour of AIAHL, and the Concessionaire shall promptly execute all documents necessary to give effect to such charge.

6.8. **Utility, CAM and Common Area Electricity Charges.** In addition to the Revenue Share Amount, a single electricity feeder shall be provided for the concession area of approximately 8,000 sq. mtrs., and the Concessionaire shall pay to AIAHL the electricity charges for consumption through such feeder, together with all charges for water, sewerage and other utilities used in the concession area, at the rates determined by AIAHL from time to time and in accordance with the Concession Agreement. The Concessionaire shall undertake common area maintenance, including repair, upkeep, cleaning and solid-waste management, within the concession area at its own cost and may recover the applicable costs from its customers. Maintenance of the remaining land area of approximately 4,000 sq. mtrs. excluded under Clause 5.5.7 shall be arranged by AIAHL independently or through an appropriate service provider.

6.9. **Taxes and Local Levies.** The Concessionaire shall pay to the Relevant Authorities, or reimburse AIAHL for, all applicable taxes, duties, fees, cess, assessments and local levies relating to the CLP Project, the Concession, the CLP Site or the CLP Facility, including property tax in respect of the CLP Site and any office spaces, amenities or other areas granted by AIAHL to the Concessionaire on a licence or other permitted basis, and all taxes applicable to payments made to AIAHL under the RFP or the Concession Agreement; provided that the Concessionaire's liability towards property tax shall be restricted to the property tax applicable to the land/building comprised in the concession area during the Concession Period, and all historical liabilities and outstanding dues relating to the Property for any period prior to the Effective Date shall remain the responsibility of AIAHL/AIASL, as applicable.

7. ELIGIBILITY.

7.1. Technical Eligibility.

7.1.1. The Bidder Applicant may be (a) a company incorporated under the Companies Act, 2013 or any predecessor legislation; (b) a limited liability partnership registered under the Limited Liability Partnership Act, 2008; or (c) a partnership Firm registered under the Indian Partnership Act, 1932, in each case either as a single entity or as a Consortium/Joint Venture in accordance with Clause 7.1.7, and should have been in continuous existence for at least the last 5 (five) years. Sole proprietorship concerns and individuals shall not be eligible to participate, whether as a single entity or as a Consortium Member. A Joint Venture shall, for all purposes of this RFP, be treated as a Consortium and shall comply with Clause 7.1.7. In all cases, the Successful Bidder shall incorporate an SPC in accordance with Clause 3.5.

7.1.2. The Bidder Applicant shall submit relevant details of similar projects to demonstrate its technical capability and experience for undertaking the CLP Project.

7.1.3. The Bidder Applicants shall have relevant experience of having undertaken and/or completed projects in airport vicinity (whether airside or cityside) in India, considering the operational and regulatory sensitivities associated with the location of the CLP Site.

7.1.4. In the last 10 (ten) years, the Bidder Applicant (or any member of the consortium, if applicable) should not have been blacklisted, debarred or declared ineligible by any Government Department, Central Public Sector Enterprise (CPSE), statutory authority, or other competent authority in India, for having indulged in corrupt, fraudulent, collusive or coercive practices, or for any other reason. The Bidder Applicant shall submit a self-declaration to this effect, which shall be subject to legal vetting and verification by AIAHL.

7.1.5. Acceptance of the Mandatory terms and conditions of this RFP by the Bidder Applicant.

7.1.6. The Bidder Applicant shall not have a conflict of interest that may affect the selection process.

7.1.7. Participation through a consortium shall be permitted, subject to the following conditions:

7.1.7.1. the Lead Member shall hold not less than 51% (fifty-one percent) of the total issued, subscribed and paid-up equity share capital and voting rights in the SPC; and, if a Technical Member is included, the Technical Member shall hold not less than 26%

(twenty-six percent) of such equity share capital and voting rights;

7.1.7.2. the consortium structure shall clearly establish responsibility for execution and compliance with all RFP requirements;

7.1.7.3. the consortium members shall be jointly and severally liable for all obligations under the Concession Agreement; and

7.1.7.4. the Consortium shall submit, with its Proposal, a duly executed consortium agreement and the proposed shareholding structure of the SPC, identifying each Consortium Member's number and percentage of shares, voting rights, role and responsibility;

7.1.7.5. each member of the consortium shall be a company incorporated in India under the Companies Act, 2013 or any predecessor legislation, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, or a partnership Firm registered under the Indian Partnership Act, 1932.

7.1.7.6. Each Consortium Member shall continue to hold its original equity stake in the SPC for at least 5 (five) years from the Commercial Operation Date, unless AIAHL consents otherwise in writing.

7.1.7.7. No change in the composition of the Consortium during the bidding process, or in the shareholders or shareholding of the SPC during the Concession Period, shall be permitted without AIAHL's prior written consent.

7.1.8. Applicants must carefully read the minimum conditions of eligibility and provide compliance statements for each of the Mandatory Pre-Qualification (PQ) eligibility criteria. Proposals of the Bidder Applicants who fulfil the pre-qualification requirements and submit documentary evidence in proof thereof along with the Technical Proposal will only be eligible for evaluation of the Technical Proposals.

7.1.9. AIAHL reserves the right to call for clarification/submission of additional documents, if considered required, from the Bidder Applicant for evaluating the PQ criteria.

7.1.10. For demonstrating technical capacity and experience ('Technical Capacity'), the Bidder Applicant shall, at any time in the 10 (ten) financial years immediately preceding the date of bid closure, by itself or through its Associate Entities, have satisfactorily completed works as mentioned:
(a) One similar completed project having a project cost not less than 80% (eighty percent) of the estimated project cost of the CLP Project; or
(b) Two similar completed projects, each having a project cost not less than 50% (fifty percent) of the estimated project cost of the CLP Project; or

(c) Three similar completed projects, each having a project cost not less than 40% (forty percent) of the estimated project cost of the CLP Project.

For the purposes of this Clause 7.1.10, 'Similar Works' or 'Similar Projects' shall be deemed to include projects involving the development, construction, operation and/or management of cargo logistics parks and/or warehousing facilities.

7.1.11. The Bidder Applicant shall submit details of its Technical Capacity in the format specified at Appendix-I: Form-3 and Form-4 of this RFP, duly supported by completion certificates and performance certificates issued by the respective client.

7.1.12. Only completed projects shall be considered for evaluation of Technical Capacity. The Bidder Applicant shall submit the completion certificate along with a certificate from a practicing Chartered Accountant specifying the project cost.

7.1.13. In case the project submitted by the Bidder Applicant was undertaken as part of a consortium, the project cost considered for evaluation shall be proportional to the Bidder Applicant's share in such consortium, as evidenced by the consortium agreement.

7.1.14. In computing the Technical Capacity of the Bidder Applicant or Consortium Members under this Clause 7.1.13, the Technical Capacity of their respective Associate Entities shall also be eligible. For the purposes of this RFP, 'Associate Entity' means, in relation to the Bidder Applicant or Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder Applicant or Consortium Member. The expression 'control' means, with respect to a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. A certificate from a qualified external auditor shall be provided to demonstrate that a person is an Associate Entity.

7.2. **Financial Eligibility**

7.2.1. Bidders must submit Earnest Money Deposit ('EMD') as detailed in Clause 8 of this RFP.

7.2.2. The Financial Eligibility required to be met by the Bidder Applicant is as follows: (a) The Net Worth of the Bidder Applicant shall not be less than 100 crores (One Hundred Crores) as on the close of the financial year immediately preceding the last date for submission of Proposals, (b) The Bidder Applicant shall have an average annual turnover of at least Rs. 75 Crore (Rupees Seventy-Five Crores only) from the business of facility management, logistics and/or warehousing in the last 3 (three) financial years preceding the last date for submission of Proposals, (c) For

Consortiums, the Lead Member shall individually meet at least 50% (fifty percent) of the minimum annual turnover requirement, and the remaining requirement may be met by the other Consortium Members collectively.

7.2.3. For the purposes of the Clause 7.2.2, the following definitions shall apply: (a) 'Net Worth' shall mean Subscribed and Paid-up Equity Capital (excluding Share Application Money and Preference Share Capital), including Equity/Security Premium, plus General Reserves, less Revaluation Reserves, less Accumulated Losses, less Deferred Revenue Expenditure and Miscellaneous Expenditure not written off, less Accrued Liabilities not accounted for, and less Intangible Assets.

7.2.4. The Bidder Applicant shall submit a duly completed financial capacity statement in the format prescribed at Appendix-II: Form-2 (or such other format as may be specified by AIAHL), certified by its Statutory Auditor or practicing Chartered Accountant, based on audited annual financial statements or income tax returns.

7.2.5. In case Members of a Consortium are aggregating their individual financial capacities to qualify, the financial information must be provided separately for each Member in the specified format, signed by the respective Statutory Auditors or practicing Chartered Accountants.

7.2.6. For those individuals, proprietorships or entities whose accounts are not required to be audited as per Applicable Laws, 'Statutory Auditor' shall be replaced with 'practicing Chartered Accountant' who is a member of the Institute of practicing Chartered Accountant s of India.

7.2.7. In computing the Net Worth of the Bidder Applicant or Consortium Members under the Clause 7.2.2, the Net Worth of their respective Associate Entities (as defined in Clause 7.1.13) shall also be eligible. A Bidder Applicant claiming the financial eligibility of its Associate Entity shall submit a separate financial capacity statement in the name of each such Associate Entity, along with proof of the relationship with the Bidder Applicant or Consortium Member.

8. EARNEST MONEY DEPOSIT (EMD)

8.1. The Bidder Applicants are required to submit an Earnest Money Deposit (EMD) equivalent to INR 1,40,00,000, by way of electronic transfer to the bank account mentioned below, along with the Bid:

Particulars	Details
Account Name	AI ASSETS HOLDING LIMITED
Bank Name	State Bank of India, NEW DELHI MAIN BRANCH
Account Number	00000038864763275
IFS Code	SBIN0016376

Proof of Remittance/UTR No. must be attached with the Technical Proposal.

8.2. The EMD shall be forfeited and appropriated by AIAHL as damage payable to AIAHL under the following conditions:

8.2.1. If a Bidder Applicant withdraws its Proposal during the period of its validity;

8.2.2. In case the successful Bidder Applicant fails to sign the Concession Agreement within the specified time; or

8.2.3. In the case of a successful Bidder Applicant, the Bidder Applicant having signed the Concession Agreement, commits any breach thereof.

8.3. In case of unsuccessful Bidder Applicants, EMD will be returned without any interest within 60 days of the completion of the RFP process, i.e., after the Letter of Intent to Award is issued to the successful Bidder Applicant.

8.4. Where a Proposal is found to be non-responsive, it shall be rejected and the EMD of such Bidder Applicant shall be refunded without interest in accordance with Clause 8.3, unless the EMD is liable to forfeiture under any other provision of this RFP (including Clauses 8.2.1 to 8.2.3, 15.5.5, 15.7.1 and 34).

9. PRE-BID MEETING.

9.1. The date, time and venue of the Pre-Bid Meeting shall be:

Date	20th November 2026
Time	11:00 AM
Venue	Conference Room, AI Assets Holding Ltd., 2nd Floor, AI Administration Building, Safdarjung Airport, New Delhi – 110003

9.2. A maximum of two Authorised Representatives of each bidder shall be allowed to participate in the Pre-Bid Meeting on the production of an authority letter from the Bidder Applicant.

9.3. During the course of the Pre-Bid Meeting, the Bidder Applicants will be free to seek clarifications. AIAHL shall endeavour to provide clarifications and such further information as it may, however, it is at the sole discretion of AIAHL.

9.4. Bidder Applicants may submit their written queries during the Pre-Bid meeting. No clarifications shall be entertained after the Pre-Bid meeting day.

9.5. The replies to Bidder Applicants' queries shall be communicated to them through email and / or letter by AIAHL or its subsidiaries on or before the last date for hosting of clarifications/amendments by AIAHL.

9.6. **Site Visit.**

9.6.1. Each Bidder Applicant is advised to visit and inspect the CLP Site, its surroundings and access paths at its own cost and responsibility and to obtain all information necessary to prepare its Proposal, execute the Concession Agreement and perform the Concession.

9.6.2. Subject to security clearances and other Applicable Laws, AIAHL may facilitate reasonable access to the CLP Site for nominated representatives of a Bidder Applicant. Any access shall be subject to AIAHL's directions and security requirements and shall not create any obligation to provide access.

9.6.3. Each Bidder Applicant and its personnel shall exercise due care and shall be responsible for personal injury or death, and for any loss of or damage to property, arising from or in connection with a site visit. Each Bidder Applicant shall release and indemnify AIAHL and its personnel against all related claims, losses, costs and expenses.

9.6.4. A Bidder Applicant shall be deemed to have inspected the CLP Site and to have taken into account all site conditions, access constraints, risks, hazards and other factors that may

affect its Proposal, whether or not it actually undertakes a site visit.

9.6.5. By submitting a Proposal, each Bidder Applicant is deemed to have made a complete and careful examination of the RFP, the Concession Agreement, the CLP Site and all information requested or made available by AIAHL, and to have accepted the risk of any inadequacy, error or omission in that information. No such matter shall support a claim for compensation, damages, extension of time, loss of profits or termination of the Concession Agreement.

9.7. **Amendment of RFP and Addendum.** AIAHL may, on its own initiative or in response to a clarification, modify the RFP, including the Bid Process Schedule, by issuing an Addendum or corrigendum.

9.7.1. Any Addendum or corrigendum issued before the last date for submission of Proposals shall form part of the RFP and may permit Bidder Applicants to resubmit revised Proposals within the time specified by AIAHL. Any Addendum issued after that date may require additional information or clarification within the time and manner specified by AIAHL.

9.7.2. AIAHL may extend the last date for submission to allow reasonable time to consider an Addendum. If a Bidder Applicant that has submitted a Proposal does not resubmit it after an Addendum, the Bidder Applicant shall be deemed to have taken the Addendum into account and to have elected not to modify its Proposal.

10. SUBMISSION OF PROPOSAL.

10.1. All costs and expenses incurred by the Bidder Applicant in connection with the preparation and submission of its Proposal, including but not limited to costs of attending pre-bid meetings, site visits, preparation of documents, and participation in the selection process, shall be borne entirely by the Bidder Applicant. AIAHL shall not be responsible or liable for any such costs or expenses, regardless of the outcome of the selection process.

10.2. The Revenue Share Percentage quoted by the Bidder Applicant shall remain FIRM for the entire Concession Period.

10.3. **Submission of BID and other documents.** The Proposal shall be submitted in physical in a two-envelope system and only though hard copies of the bids. The Bidder shall send all Technical Proposal, Financial Proposal, EMD and supporting documents to the office of AIASL. The Bidder Applicant shall submit their bids and supporting documents at the Dropbox of AIASL at AI Airport Services Limited., 2nd Floor, GSD Building, Air India Complex, Terminal-2, IGI Airport, New Delhi – 110037.

10.4. **Bid Validity.** The Proposal shall be irrevocable, unconditional and remain valid for 180 (one hundred and eighty) days from the last date for submission of Proposals, and for any **further** period specified by AIAHL in writing. Any Proposal with a shorter validity period shall be rejected as non-responsive.

10.5. **Withdrawal and Modification of Proposal.** A Bidder Applicant may withdraw its **Proposal** by written notice received by AIAHL before the last date for submission. After withdrawal, the Bidder Applicant may submit a revised Proposal before that deadline in accordance with this RFP.

10.5.1. No Proposal may be withdrawn after the last date for submission. Any attempted modification after that date shall render the Proposal non-responsive and the EMD shall be liable to forfeiture in accordance with this RFP.

10.6. **Completeness of Proposal.** It is the sole responsibility of each Bidder Applicant to examine and understand this RFP and the Concession Agreement, verify their completeness and feasibility, understand the scope of the Concession and Services, familiarize itself with and inspect the CLP Site, peruse all schedules, forms and formats, and accept the CLP Site on an "as-is-where-is" basis.

10.7. **Language of Proposal.** The Proposal, all correspondence, queries and clarifications relating to the RFP or the Concession Agreement, and all accompanying documents shall be in **English**. Supporting documents in another language shall be accompanied by a certified English translation, and all measurements shall be expressed in uniform metric units.

10.8. **Submission of Foreign Documents.** Each document originating outside India shall, before submission, be duly notarized and authenticated, legalized or apostilled as applicable by the Indian **Embassy** or High Commission in the country of origin. A foreign-language document shall also be accompanied by a certified English

translation, supported by the translator's certification or affidavit, and shall comply with any applicable Ministry of External Affairs requirements.

10.9. **Intimation of Change in Bidder Status.** Until expiry of the Proposal validity period or execution of the Concession Agreement, whichever is later, each Bidder Applicant and each Consortium Member shall forthwith notify AIAHL of any change in its shareholding pattern, insolvency or winding-up proceeding, reference to or proceeding before the National Company Law Tribunal, appointment of a receiver, liquidator or manager, arrangement or composition with creditors, distress or execution against its assets, reconstruction, amalgamation or other material change in constitution, or change in its registered or corporate office address.

10.10. **Authorizations and Power of Attorney.** The Proposal shall be signed by a person duly authorised by a **board** resolution or equivalent authorisation. Each Consortium Member shall execute a Power of Attorney in favour of the Lead Member, authorising it to represent the Consortium, submit and amend the Proposal before the deadline, receive communications and bind the Consortium in connection with the bidding process and the Concession.

10.10.1. The Power of Attorney shall be executed on appropriate non-judicial stamp paper and duly notarized, supported by enabling board resolution or equivalent constitutional authorisation. A Power of Attorney executed outside India shall be notarized in the place of execution and consularized by the Indian Embassy or High Commission, or apostilled and otherwise authenticated as required by Applicable Laws.

11. FORMAT OF TECHNICAL BID.

11.1. The Bidder Applicants shall submit Technical Proposals in the formats specified at Appendix – I (the 'Technical Proposal'). The formats of the Pre-qualification and Technical Proposal to be submitted are listed below:

11.1.1. Appendix-I: Form-1 Pre-Qualification Eligibility (Compliance Statement, Self-Evaluation Form)

11.1.2. Appendix-I: Form-1A: Letter of Technical Proposal

11.1.3. Appendix-I: Form-1B: Technical Bid (Evaluation Matrix for the technical parameters)

11.1.4. Appendix-I: Form-2: Bidder Applicants Profile

11.1.5. Appendix-I: Form-3: Similar Eligible Assignments/Projects of the Bidder Applicant

11.1.6. Appendix-I: Form-4: Abstract of Similar Assignments/Projects of the Bidder Applicant

11.1.7. Appendix-I: Form-5: Profile of Project Director

11.1.8. Appendix-I: Form-6: Profile of Key Personnel/Team Leader

11.1.9. Appendix-I: Form-7: Particulars of Project Team

11.1.10. Appendix-I: Form-8: Non-Disclosure Agreement

11.1.11. Appendix-I: Form-9: Initial Development Plan

11.1.12. Appendix-III: Form-1: Checklist for MUST conditions

11.2. The Technical Proposal shall provide the information using the standard forms specified at Appendix – I:

11.2.1. Bidders are required to carefully read the mandatory requirements of the Pre-Qualification ('**PQ**') criteria and fill up the format at Appendix–I–Form 1 and attach the documents as required in support of the declarations made therein. Based on the bid responses here, Bidder Applicant will qualify for the next stage of technical evaluation.

11.2.2. Information should be provided only for those projects for which the Bidder Applicant was the developer/operator and undertaken under its own name. Consultancy completed by individual professional person working privately or through other Consultants cannot be claimed as the experience

of the Bidder Applicant but can be included/claimed by the professional personnel themselves in their CV's, for the Key personnel offered/designated for AIAHL assignment.

11.2.3. The Bidder Applicants should substantiate the claimed experience and must submit copies of the letter of award/contract for all Similar Works/ Similar Projects mentioned in their Proposal.

11.3. While submitting the Technical Proposal, the Bidder Applicant shall ensure that:

11.3.1. All the required information/details is submitted in the prescribed formats and signed by the authorised signatories;

11.3.2. The Proposal is considered responsive only if it contains all required information, does not contain any condition or qualification, and the Technical Proposal does not include any financial information relating to the Financial Proposal;

11.3.3. Failure to comply with the above requirements shall make the Proposal liable to be rejected.

12. REQUIREMENT FOR FINANCIAL BID

12.1. The Financial Bid shall require the Bidder Applicant to quote the Revenue Share Percentage of the Gross Revenue that shall be payable to AIAHL. The Bidder Applicant offering the highest Revenue Share Percentage shall be ranked highest.

12.2. The Bidder Applicant shall submit the Financial Proposal in the formats specified at Appendix – II (the 'Financial Proposal') clearly indicating:

12.2.1. The Revenue Share Percentage offered on the Gross Revenue;

12.2.2. The Projected Annual Gross Revenue for the Concession Period, which is sought for information and assessment of the viability of the Proposal only, shall not form part of the evaluation criteria and shall not be linked to the MMG or any other commercial obligation of the Concessionaire;

12.2.3. The proposed investment for the development of CLP Facility.

12.3. While submitting the Financial Proposal:

12.3.1. All applicable taxes must be factored in by the Bidder Applicants while submitting their Proposal and reflected separately;

12.3.2. The total amount shall be expressed and paid in INR;

12.3.3. Deduction (applicable TDS) will be made by AIAHL as per prevailing rules;

12.3.4. The Financial Proposal shall be unconditional and without any assumptions.

13. BID EVALUATION

13.1. AIAHL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained.

13.2. Bidder Applicants are advised that selection of the Concessionaire shall be made strictly in accordance with the Pre-Qualification, Technical and Financial Evaluation criteria set out in this RFP.

13.3. **Pre-Qualification (PQ) Mandatory Eligibility Criteria Evaluation.** Bids submitted by all bidders would first be scrutinised for eligibility as per the PQ Eligibility Criteria with supporting documents. Bids not complying with any one of the mandatory PQ eligibility criteria will be rejected and not considered for further evaluation.

13.4. **Technical Proposal Evaluation.** The shortlisted Bidders who qualify the first scrutiny (Eligibility Criteria) would then be further technically evaluated on a pass/fail basis against the Technical Evaluation parameters set out in Appendix-I: Form-1B.

13.5. **Financial Proposal Evaluation.** The Financial Proposals of Bidder Applicants who qualify the Technical Evaluation shall be evaluated for compliance with the following mandatory financial criteria:

13.5.1. The Revenue Share Percentage quoted by the Bidder Applicant is not less than the Minimum Revenue Share specified in Clause 6.2 of this RFP;

13.5.2. The Financial Proposal is complete, unconditional, and submitted strictly in the formats prescribed in Appendix-II, without any deviations, conditions, or qualifications;

13.5.3. The Projected Annual Gross Revenue and the Proposed Total Investment for the development of CLP Facility have been clearly stated;

13.5.4. The Financial Proposal does not contain any arithmetical errors that materially affect the evaluation of the bid.

13.6. Non-compliance with any of the above mandatory financial criteria shall result in disqualification of the Financial Proposal, and such Bidder Applicant shall not be considered for the Final Evaluation under Clause 13.7. AIAHL reserves the right to seek clarification from any Bidder Applicant on its Financial Proposal prior to disqualification.

13.7. **Final Evaluation of Bids.** The financial bids of those Bidder Applicants who qualify in the technical evaluation will be opened. The selection criteria shall be based on the highest revenue share percentage proposed by the bidding entity. The Bidder quoting

the highest Revenue Share Percentage among the technically qualified bidders will be selected for award of the Concession.

13.8. **Tie-Bidder Resolution.** If two or more Bidder Applicants quote the same highest **Revenue** Share Percentage, AIAHL shall invite the tied Bidder Applicants to submit revised Financial Proposals, with their originally quoted Revenue Share Percentage as the base. The Bidder Applicant quoting the highest revised Revenue Share Percentage shall be declared the Successful Bidder.

13.9. **Authority for Acceptance/Rejection of Bids.** The appropriate authority for the acceptance or rejection of bids shall be as determined by AIAHL in accordance with its internal governance framework.

14. DOCUMENTATION.

14.1. All relevant documents shall be submitted by the Bidder Applicants and the Successful Bidder at their own cost. AIAHL reserves the right, at any time during or after the bidding process, to verify any or all statements made and the authenticity of any documents submitted by a Bidder Applicant, and to inspect the Bidder Applicant's establishment, office or other premises to establish its capacity to perform. Each Bidder Applicant shall, when so required, make available all information, evidence and documents necessary for such verification. This right shall survive finalization of the Successful Bidder and execution of the Concession Agreement.

14.2. **Ownership of Documents.** All documents submitted by Bidder Applicants in response to this **RFP** shall become the property of AIAHL. Intellectual property in any concept, design, plan, data or other material contained in a Proposal shall remain vested in the Bidder Applicant, subject to the rights granted to AIAHL under the RFP and the Concession Agreement.

14.3. **Applicable Law and Governing Law for RFP.** This RFP and all entities participating in the bidding process shall be governed by and construed in accordance with the laws of **India**. The courts at New Delhi shall have exclusive jurisdiction in relation to this RFP, the bidding process and any matter arising from them. AIAHL reserves the right, without liability to any Bidder Applicant, to amend, modify, supplement, cancel, withdraw or suspend this RFP or the bidding process, reject any or all Proposals, or decline to invite any Bidder Applicant to proceed further.

15. REJECTION OF PROPOSALS. The response to the RFP will be rejected forthwith without evaluation on the following grounds:

15.1. If the Technical Proposal has been submitted without supporting documents;

15.2. If the Technical Proposal has been submitted without EMD, or the EMD has been submitted in a mode other than specified in the RFP;

15.3. If the Proposal is not valid for a minimum period of 180 (one hundred and eighty) days from the last date of submission of bids, or if the Revenue Share Percentage quoted is not FIRM for the entire Concession Period;

15.4. Such other grounds at the discretion of AIAHL not meeting RFP requirements.

15.5. **Disqualification Conditions.** Without prejudice to any other right or remedy of AIAHL, a Bidder Applicant may be disqualified and its Proposal rejected if any of the following applies to the Bidder Applicant or any Consortium Member, or to any proprietor, partner, director, promoter, beneficial owner, senior management member or Affiliate whose credentials are relied upon:

15.5.1. the Bidder Applicant or Consortium Member has been blacklisted, debarred or declared ineligible by AIAHL, any Government Department, CPSE, statutory authority, Relevant Authority or other competent authority, including any airport operator, or remains subject to such blacklisting or debarment on the last date for submission;

15.5.2. any contract of the Bidder Applicant or Consortium Member was terminated, rescinded, abandoned, or the bidder was expelled for its default, failure to perform, payment default, fraud, deceit, misrepresentation or material breach during the preceding 5 (five) years, including under any contract with AIAHL, AIASL or an Affiliate;

15.5.3. the proprietor, partner or director of the Bidder Applicant or Consortium Member has been convicted by a court for an offence carrying a sentence of 3 (three) years' rigorous imprisonment or more, unless the conviction has been set aside or the person has been acquitted on appeal;

15.5.4. the Bidder Applicant, Consortium Member or any relevant Affiliate has any pending, active or past litigation, arbitration, dispute, breach or outstanding recovery with AIAHL, AIASL or an Affiliate that may affect participation in the bidding process or performance of the Concession;

15.5.5. any document submitted by the Bidder Applicant or Consortium Member is fabricated, forged, tampered with, altered, manipulated or otherwise inauthentic. In that event, the EMD shall be liable to forfeiture, and the relevant entity may be debarred from participating in AIAHL tenders for 2 (two) years;

15.5.6. the Bidder Applicant submits any incorrect, inaccurate, incomplete or misleading information, conceals or

suppresses material information, makes a false representation, or fails to provide a document or clarification required by AIAHL;

15.5.7. the Bidder Applicant or any Consortium Member has a Conflict of Interest, including common ownership or control, shared representatives, access to another bidder's information, or any relationship that may influence a Proposal;

15.5.8. any insolvency, winding-up, liquidation, receiver, manager, creditor arrangement, National Company Law Tribunal proceeding, distress or execution against assets is pending or commenced against the Bidder Applicant, its Lead Member or a Consortium Member;

15.5.9. the Bidder Applicant or any Consortium Member, or any promoter, director, partner, beneficial owner, senior management member or Affiliate, has been involved in past or pending litigation, dispute or breach of contract with AIAHL, AIASL or an Affiliate; or

15.5.10. the Bidder Applicant submits more than one Proposal, directly or indirectly, whether alone or through a Consortium, Affiliate, common control arrangement or other person.

15.6. **Collusive Bidding and Anti-Competitive Conduct.** A Bidder Applicant, Consortium Member and each of their shareholders, officers, employees, agents, advisers and representatives shall not engage in collusive bidding, cartelization, anti-competitive conduct **or** any similar arrangement with any other bidder or person in relation to the preparation, pricing, submission or non-submission of a Proposal, specifications or any other aspect of the Concession. Any undisclosed agreement or understanding concerning prices, specifications or participation shall render the Proposal liable to rejection on that ground alone.

15.7. **Corrupt and Fraudulent Practices.** "Corrupt Practice" means offering, giving, soliciting or **receiving**, directly or indirectly, anything of value to improperly influence an act or decision. "Fraudulent Practice" means an act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a person to obtain a financial or other benefit or to avoid an obligation or loss.

15.7.1. A Bidder Applicant shall not engage in any Corrupt Practice or Fraudulent Practice in connection with the bidding process, the award or performance of the Concession, and shall not have any commercial mutual benefit or undisclosed financial arrangement with another Bidder Applicant. AIAHL may reject or disqualify the Proposal, forfeit the EMD, terminate any resulting award or Concession Agreement, and debar or blacklist the relevant entity and its SPC from future tenders or projects.

16. EXIT CLAUSE / TERMINATION OF THE AGREEMENT

16.1. **Concessionaire's Events of Default.** Each of the following events shall constitute a Concessionaire's Event of Default:

16.1.1. Material breach of any terms not remedied within 30 (thirty) consecutive days from receipt of notice;

16.1.2. If the Security Deposit is not maintained as required;

16.1.3. An order being made for the liquidation, bankruptcy or dissolution of the Concessionaire not discharged within 60 (sixty) days;

16.1.4. If any representation or warranty given is incorrect and not remedied within 30 (thirty) days of notice;

16.1.5. Failure to achieve the agreed Service Standard not remedied within 30 (thirty) days of notice;

16.1.6. Abandonment of provision of Services for a continuous period of more than 3 (three) days, provided such abandonment is not caused by a Force Majeure event or an act, omission or default of AIAHL;

16.1.7. If any Relevant Authority refuses to grant or renew any applicable licences or permits for reasons attributable to the Concessionaire.

16.2. **AIAHL's Event of Default.** Each of the following events shall constitute an AIAHL's Event of Default:

16.2.1.1. If AIAHL is in material breach of the Concession Agreement not remedied despite 60 (sixty) days' notice by the Concessionaire.

16.2.1.2. If any resolution is passed for the liquidation or dissolution of AIAHL.

16.2.2. Upon the occurrence of an AIAHL's Event of Default which is not remedied within the applicable cure period specified above, the Concessionaire shall be entitled to terminate the Concession Agreement by issuing a Termination Notice to AIAHL and shall be entitled to claim from AIAHL compensation for costs reasonably and demonstrably incurred towards the development and operation of the CLP Facility as of the date of such termination, in accordance with the Concession Agreement.

16.3. **Voluntary Surrender.** The Concessionaire may, at any time after 30 (thirty) months from the Effective Date, by giving not less than 6 (six) months prior written notice to AIAHL, surrender the CLP Facility, subject to the prior written consent of AIAHL. In such event, no compensation shall be payable merely by reason of voluntary surrender by the Concessionaire. The Concessionaire shall not be entitled to any compensation for loss of profits, expected revenue, or consequential losses.

17. FORCE MAJEURE

17.1. Any failure or delay by the Concessionaire or AIAHL in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake, cyclone, tsunami, or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, pandemics, government-ordered lockdowns or shutdowns, trade embargoes, sanctions, strikes, industrial actions, supply chain disruptions beyond the reasonable control of the affected Party, acts of governmental authorities, or other events beyond the reasonable control of the non-performing party, shall not constitute a default or ground for termination.

17.2. The affected party shall notify the other party immediately after the Force Majeure event. If the Force Majeure event continues for more than 365 (three hundred and sixty-five) days, then either Party shall have the right to terminate the Concession Agreement by giving a Termination Notice.

17.3. Notwithstanding anything contained in this RFP or the Concession Agreement, the Concessionaire's obligation to pay the Minimum Monthly Guaranteed Amount shall stand suspended for such period during which a Force Majeure event materially prevents the Concessionaire from operating the CLP Facility, and the Parties shall discuss in good faith an equitable adjustment to the Revenue Share Amount for such period.

18. INVOICING AND PAYMENT CLAUSE

18.1. The Revenue Share Amount shall be payable monthly as per the mechanism detailed in Clause 6 of this RFP and the Concession Agreement.

18.2. All payments under the Concession Agreement would be made subject to applicable liquidated damages and penalties as defined in this RFP.

18.3. No advance payment shall be paid to the Concessionaire under any circumstances.

18.4. It is clarified that whenever under the Concession Agreement any sum of money is recoverable from the Concessionaire, AIAHL shall be entitled to recover/ deduct such sum from the payments due and / or Performance Security / Security Deposit held by AIAHL.

19. PENALTIES FOR DELAY/DEFICIENT/NON-PERFORMANCE – MUST

19.1. **Liquidated Damages**

19.1.1. AIAHL shall have the right to levy liquidated damages in the following circumstances:

19.1.2. In case the Concessionaire fails to complete engineering of the CLP Facility within 60 (sixty) days from the Effective Date: Rs. 1,00,000 (One Lakh) per day;

19.1.3. In case the Concessionaire fails to commence construction within 90 (ninety) days from the Effective Date: Rs. 2,00,000 (Two Lakh) per day;

19.1.4. In case the CLP Facility are not fully operational to the satisfaction of AIAHL as of the Commercial Operation Date: Rs. 2,00,000 (Two Lakh) per day.

19.2. Notwithstanding the foregoing, the aggregate liquidated damages payable by the Concessionaire under this Clause 19.1 shall not exceed 5% (five percent) of the estimated project cost as specified in the Concession Agreement, save in cases of fraud or willful default by the Concessionaire.

19.3. **Service Standard Penalties.** The Concessionaire agrees that it shall be liable to pay penalties at a rate as specified under the Service Standards for any failure on its part in maintaining the Service Standards as prescribed in the Concession Agreement.

20. CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

20.1. The Concessionaire (and its employees / representatives) shall not disclose any part or whole of any document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by AIAHL to any other person, unless AIAHL gives permission in writing.

20.2. The Parties agree that they will hold in confidence the terms and conditions of the Concession Agreement and all information, documentation etc. exchanged in connection with the Concession Agreement ("Confidential Information") and shall not disclose to any third party or use the Confidential Information without the other Party's prior written consent, provided that the Confidential Information may be disclosed to (i) any governmental or regulatory authority requiring such disclosure under law, and (ii) legal advisors of either Party.

20.3. Bidder Applicants shall have to submit a signed Non-Disclosure Agreement (with no amendments) as per AIAHL format provided in Appendix-I: Form-8.

21. CONFLICT OF INTEREST

21.1. Bidder Applicant shall not have a conflict of interest that may affect the selection process. Any applicant found to have a conflict of interest shall be disqualified.

21.2. AIAHL requires that the Concessionaire provides professional, objective, and impartial dealings and at all times holds AIAHL's interests paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work.

21.3. The Bidder shall not accept for its own benefit any commission, discount, or similar payment in connection with activities pursuant to the Concession Agreement or the services or in the discharge of its obligations under the contract.

21.4. The Bidder shall not engage, directly or indirectly, in any business or professional activities that would conflict with the activities assigned under the Concession Agreement.

22. RESERVATION OF RIGHTS

22.1. AIAHL reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.

22.2. AIAHL will not be responsible for any delay on account of late submission of Proposal. Request for late receipt of Proposal will not be considered.

23. CONCESSION AGREEMENT

23.1. **Award of Concession.** After the Bidder Applicant selection as per the process under Clause 13 above, a Letter of Intent to Award (the 'LOI') shall be issued by AIAHL to the successful Bidder Applicant (in duplicate) and the successful Bidder Applicant shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.

23.2. **Execution of Concession Agreement.** After acknowledgement of the LOI, the successful Bidder Applicant shall execute the Concession Agreement within 45 (forty-five) days from the date of the LOI (the 'Effective Date'). Until the execution of the Concession Agreement, the terms indicated in the RFP read with the bid response would form the basis for governing the arrangements under the LOI.

23.3. **Conditions Precedent.** The Concession Agreement shall come into force subject to the following conditions precedent:

23.3.1. The Performance Bank Guarantee has been provided;

23.3.2. The Selected Bidder shall have obtained all Approvals required for the execution and delivery of the Concession Agreement.

23.4. **Commencement of the Concession.** The successful Bidder Applicant who has acknowledged the LOI and executed the Concession Agreement shall commence the Concession activities within 7 (seven) days of the handover of possession of the CLP Site in accordance with Clause 5.4. The construction and development milestones specified in Clause 5.10 shall be computed from the Effective date. If the Bidder fails to acknowledge the LOI/sign the Concession Agreement as specified above, the EMD shall be forfeited and appropriated.

23.5. **Stamp Duty and Registration.** All costs, expenses, stamp duty, and registration charges (if any) associated with the execution of the Concession Agreement and any documents required to be executed pursuant thereto shall be borne solely by the Concessionaire. The Concessionaire shall ensure that the Concession Agreement is adequately stamped and registered (if required) within the timelines prescribed under Applicable Laws.

24. SUB-CONTRACTING OR ASSIGNMENT – MUST

24.1. No part of the Concession Agreement shall be assigned by the Concessionaire to any third party without the express prior written consent of AIAHL.

24.2. AIAHL may assign or novate its rights and obligations under the Concession Agreement, in whole or in part, to any department, agency, or instrumentality of the Government of India, or to any other Central Public Sector Enterprise or successor-in-interest, without requiring the prior consent of the Concessionaire, provided that such assignment does not materially and adversely affect the rights of the Concessionaire under the Concession Agreement. AIAHL shall provide the Concessionaire with 30 (thirty) days' prior written notice of any such assignment.

24.3. The Concessionaire may, at its option, outsource the operation and maintenance of the CLP Facility to a third party, subject to keeping AIAHL informed prior to entering into any such contract. However, the Concessionaire shall remain liable for the performance and shall ensure compliance with the Service Standards and other provisions of the Concession Agreement.

25. PERFORMANCE SECURITY – MUST

25.1. **Performance Bank** Guarantee

25.1.1. The successful Bidder Applicant shall submit a performance guarantee of Rs. 1,00,00,000 (Rupees One Crore only) in the form of a bank guarantee within 15 (fifteen) days of award of concession and / or issuance of LOI. This Performance Bank Guarantee shall be valid for a period of at least three (3) months beyond the Commercial Operation Date.

25.1.2. After the expiry of the period of three (3) months beyond the Commercial Operation Date, the Performance Bank Guarantee shall be returned by AIAHL to the Concessionaire.

25.2. **Submission.** The successful Bidder Applicant shall submit the Performance Bank Guarantee within 15 (fifteen) days of award of the Concession/LOI. The Performance Bank Guarantee shall be issued by a Scheduled Bank acceptable to AIAHL.

25.3. **Forfeiture.** Failure of the Concessionaire to comply with the terms and conditions of the Concession Agreement shall constitute sufficient grounds for the annulment of the Concession Agreement and forfeiture of the Performance Bank Guarantee.

26. SECURITY DEPOSIT

26.1. **Amount.** The Concessionaire shall deposit and maintain with AIAHL an interest-free, refundable Security Deposit for the entire Concession Period. The Security Deposit shall be an amount equivalent to 6 (six) months of MMG (as specified in the Concession Agreement).

26.2. **Timing of Deposit**

26.2.1. The Security Deposit for Existing Facilities shall be deposited on the day of transfer of Existing Facilities to the Concessionaire.

26.2.2. The Security Deposit for CLP Facility shall be deposited 7 (seven) days before the Commercial Operation Date.

26.3. **Updation.** The Security Deposit shall be calculated and updated by the Concessionaire 7 (seven) days before the commencement of every subsequent 6 (six) month period such that the Security Deposit amount shall always reflect an amount equivalent to the subsequent 6 (six) months of projected MMG.

26.4. **Appropriation.** AIAHL shall be entitled at any time during the Concession Period to utilise, appropriate and / or make deductions from the Security Deposit equivalent to any cost, damage or liability caused to AIAHL or any unpaid dues (including Revenue Share Amount, Utility Charges, local taxes, liquidated damages etc.) or any loss resulting from a breach of terms.

26.5. **Replenishment.** The Security Deposit shall be a replenishable security deposit. In case of any part-appropriation, the Concessionaire shall make up the differential within 30 (thirty) days of notice.

26.6. **Refund.** The Security Deposit shall be refunded by AIAHL within 6 (six) months after the date of expiry of the Concession Period or the completion of arbitration proceedings, whichever is later, after clearance of all dues.

27. DISPUTE RESOLUTION

27.1. **Amicable Negotiations.** Any dispute, difference or claim arising out of, relating to, or in connection with the Concession Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination ('Dispute'), shall first be attempted to be resolved amicably through good faith negotiations between the authorised representatives of the Parties. The Party raising the Dispute shall issue a written notice to the other Party setting out the nature and particulars of the Dispute. The Parties shall endeavour to resolve the Dispute within 30 (thirty) days from the date of receipt of such notice.

27.2. **Mediation.** If the Dispute is not resolved through amicable negotiations within the period specified in Clause 27.1, the Parties shall, before resorting to any other remedy, attempt to resolve the Dispute through mediation in accordance with the provisions of the Mediation Act, 2023. The mediation shall be conducted by a sole mediator mutually agreed upon by the Parties, or in the absence of agreement within 15 (fifteen) days, by a mediator appointed by the Delhi High Court Mediation and Conciliation Centre or such other institution as AIAHL may designate. The mediation shall be conducted in New Delhi in the English language. The costs of mediation shall be borne equally by the Parties, unless otherwise directed by the mediator.

27.3. **Arbitration**

27.3.1. If the Dispute is not resolved through mediation within 60 (sixty) days from the appointment of the mediator, or if either Party determines that mediation is unlikely to succeed, the Dispute shall be resolved as follows:

27.3.1.1. For Disputes where the aggregate value of all claims and counterclaims is less than Rs. 10,00,00,000 (Rupees Ten Crore), the Dispute shall be referred to and finally resolved by arbitration. Such arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties, who shall be a retired Judge of the Supreme Court of India or a retired Chief Justice of a High Court. In the event the Parties fail to agree on the sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

27.3.1.2. For Disputes where the aggregate value of all claims and counterclaims equals or exceeds Rs. 10,00,00,000 (Rupees Ten Crore), the Dispute shall be submitted to the exclusive jurisdiction of the competent courts at New Delhi.

27.3.1.3. The determination of the aggregate value of all claims and counterclaims for the purposes of sub-clauses 27.3.1.1. and 27.3.1.2 above shall be made at the time of the reference to

arbitration or filing of proceedings, as the case may be, and shall be final and not subject to challenge.

27.3.1.4. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be New Delhi, India and it shall be conducted in the English language.

27.4. **Continuation of Obligations.** During the arbitration, the Concessionaire shall continue to fulfil its obligations under the Concession Agreement including payments, except for those obligations which are the subject of arbitration.

28. JURISDICTION. Subject to the arbitration proceedings stated above, the adjudication of all Disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at New Delhi.

29. NOTICES. All notices, demands, and communications required or permitted under this RFP or the Concession Agreement shall be in writing and shall be deemed duly served if delivered by hand (against acknowledgement), sent by registered post/speed post (with acknowledgement due), or sent by electronic mail (with confirmation of receipt) to the addresses specified in the Concession Agreement. Notices shall be deemed received: (a) if delivered by hand, on the date of delivery; (b) if sent by registered post, on the 7th day after posting; and (c) if sent by electronic mail, on the Business Day following transmission.

30. INDEMNIFICATION. The Concessionaire shall indemnify, defend, and hold harmless AIAHL and Subsidiaries (including AIASL), its officers, employees, and agents from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach by the Concessionaire of the Concession Agreement; (b) any death, personal injury, or damage to property caused by any act, omission, or negligence of the Concessionaire or its personnel, contractors, or agents; (c) any third-party claims relating to the Concessionaire's use or operation of the CLP Facility; (d) any non-compliance with Applicable Laws by the Concessionaire; and (e) any Financing (as defined in Clause 5.3) or other financial obligation of the Concessionaire or the Successful Bidder, including any claim or proceeding by any Lender, and any default by the Concessionaire in respect thereof. This indemnity shall survive the expiry or earlier termination of the Concession Agreement.

31. INSURANCE. The Concessionaire shall, at its own cost, procure and maintain during the Concession Period the following insurance policies with reputable insurers acceptable to AIAHL, with AIAHL named as a co-insured or loss payee as applicable: (a) Contractor's All Risk (CAR) insurance during the construction phase; (b) Property All Risk insurance covering the CLP Facility; (c) Public Liability insurance; (d) Workers' Compensation insurance as required under Applicable Laws; and (e) such other insurance as may be specified in the Concession Agreement. The Concessionaire shall furnish copies of all insurance policies and evidence of premium payment to AIAHL within 15 (fifteen) days of the Effective Date and upon each renewal.

32. PRECEDENCE OF DOCUMENTS. In the event of any inconsistency or conflict between the terms of this RFP, the Concession Agreement, any corrigenda/addenda issued by AIAHL, and the bid documents of the Concessionaire, the order of precedence shall be: (i) the Concession Agreement; (ii) any corrigenda/addenda issued by AIAHL prior to the date of bid submission; (iii) this RFP; and (iv) the bid documents of the Concessionaire.

33. AMENDMENTS TO RFP. AIAHL reserves the right, at any time prior to the last date of bid submission, to modify, amend, or supplement this RFP by issuing corrigendum / addendum which shall be published on the AIAHL or its subsidiaries website. Such corrigenda/addenda shall form an integral part of this RFP. AIAHL may, at its discretion, extend the bid submission deadline to allow Bidder Applicants adequate time to take cognizance of any such amendments.

34. INTEGRITY PACT. The Bidder Applicant shall execute an Integrity Pact in the format prescribed by AIAHL, in accordance with the guidelines issued by the Central Vigilance Commission. The Integrity Pact shall be submitted along with the Technical Proposal. Any violation of the Integrity Pact by the Bidder Applicant shall entitle AIAHL to take appropriate action including rejection of the Proposal, forfeiture of the EMD, and/or termination of the Concession Agreement, as the case may be.

35. CHANGE IN LAW. If after the date of this RFP, there occurs any Change in Law (being the enactment, coming into effect, adoption, promulgation, amendment, modification, re-interpretation, or repeal of any Applicable Law, or the imposition of any new tax, cess, duty, or levy by any Governmental Authority) which has a material adverse effect on the cost of or revenue from the CLP Project, the affected Party shall be entitled to request, by written notice to the other Party, an equitable adjustment to the terms of the Concession Agreement, including but not limited to the Revenue Share Percentage, the MMG, or the Concession Period, as may be mutually agreed. If the Parties fail to agree on such adjustment within 60 (sixty) days, the matter shall be referred for resolution in accordance with Clause 27.

36. STEP-IN RIGHTS. Upon the occurrence of a Concessionaire's Event of Default under Clause 16.1, or if the Concessionaire abandons or threatens to abandon the CLP Facility, AIAHL shall have the right (but not the obligation) to step in and assume the management and operation of the CLP Facility, either directly or through a nominee, for such period as AIAHL may determine, without prejudice to AIAHL's other rights and remedies under the Concession Agreement, including the right to terminate. During the period of step-in, the Concessionaire shall cooperate fully with AIAHL or its nominee and shall provide all access, information, documents, and assistance as may be required. All costs incurred by AIAHL during the step-in period shall be recoverable from the Concessionaire or from the Security Deposit/Performance Bank Guarantee.

ANNEXURE – I: PRE-QUALIFICATION CRITERIA
Mandatory Minimum Eligibility Criteria

Proposals of the Bidder Applicants who fulfil the following pre-qualification requirements and submit documentary proof thereof along with the Technical Proposal will only be eligible for evaluation of the Technical Proposals.

PQ Criteria No.	Pre-Qualification (PQ) Eligibility Criteria	Key Minima Benchmark	Documentary Evidences Required
1	Bidder Applicant should have been in continuous existence for at least last 5 years in facility management/logistics and warehousing business	5 years' experience	Business registration documents, Certificate of Incorporation, Registration/Licensing documents
2	The Bidder Applicant should have experience of at least 1 similar project of 80% of or 2 similar projects of 50% each of or 3 similar projects of 40% each of the Estimated Project Costs involving development, construction, operation and management of logistics facilities in the last 10 years	Min. 1 similar project of 80% of or 2 similar projects of 50% each of or 3 similar projects of 40% each of the Estimated Project Costs in last 10 years	Certified copies of engagement letters, work orders, or contract documents issued in respect of each project claimed as eligible experience, together with completion certificates or performance certificates issued by the respective client. Practicing CA Certificate for project cost validation, particularly for bidders who have executed projects directly without outsourcing the work to contractors
3	The Bidder Applicant shall have a Net Worth of not less than **Rs. 100 Crore (Rupees One Hundred Crore only)** as on the close of the immediately preceding financial year	The Net Worth of not less than **Rs. 100 Crore (Rupees One Hundred Crore only)** as on the close of the immediately preceding financial year	Audited financial statements/ Practicing CA Certificate
4	The Bidder Applicant should have average annual turnover of at least Rs. 75 crores in the last 3 financial years	Min. Rs. 75 crores average annual turnover	Audited financial statements/ Practicing CA Certificate

5	In the last 10 years, the Bidder Applicant should not be under a declaration of ineligibility or blacklisted	No Blacklisting in last 10 years	Self-declaration certificate on letterhead
6	Acceptance of the Mandatory (MUST) terms and conditions of this RFP	100% compliance to MUST conditions	Compliance certificate duly signed and stamped
7	EMD	EMD provided	Self-declaration giving details of prescribed EMD submitted

I. Documents required in support of pre-qualification should be submitted along with the PQ Form (same details might have been asked in Technical Bid also, but separate copy of details are required with the pre-qualification also.)

II. AIAHL reserves the right to call for clarification / submission of additional documents, if considered required by AIAHL, from the Bidder Applicant for evaluating the PQ criteria. Such information/additional documents for the purposes would need to be provided to AIAHL within such timeframe as indicated in AIAHL's request in this regard. If such information/additional documents are not received by the stipulated deadline, AIAHL would evaluate the bid on the basis of the information/documents available with AIAHL.

III. Non-fulfilment of the aforesaid pre-qualification criteria and not providing any of the requisite documents stated above for enabling evaluation or furnishing incomplete/incorrect submissions as per the above list would lead to disqualification of such Bidder Applicants bid and no correspondence whatsoever would be entertained by AIAHL in this regard.

IV. AIAHL reserves the right to independently verify/evaluate the information submitted by the Bidder Applicants and the decision of AIAHL taken in that regard shall be final, conclusive and binding upon the Bidder Applicant

APPENDIX-I: FORM-1
PRE-QUALIFICATION ELIGIBILITY
(On Bidder Applicant's Letterhead)

Self-Evaluation Form with supporting documents – Compliance Statement

Bidder Applicants are required to indicate the compliance status for each of the PQ criteria by stating "Yes or No." "No" to any one of the criteria will result in disqualification of the bid.

PQ Criteria No.	Pre-Qualification Criteria	Key Minima Benchmark	Complied YES/NO	List of Supporting documents attached
1	Continuous existence for at least 5years	5 years' experience		
2	The Bidder Applicant should have experience of at least 1 similar project of 80% of or 2 similar projects of 50% each of or 3 similar projects of 40% each of the Estimated Project Costs involving development, construction, operation and management of logistics facilities in the last 10 years	Min. 1 similar project of 80% of or 2 similar projects of 50% each of or 3 similar projects of 40% each of the Estimated Project Costs in last 10 years		
3	The Net Worth of not less than **Rs. 100 Crore (Rupees One Hundred Crore only)** as on the close of the immediately preceding financial year	The Net Worth of not less than **Rs. 100 Crore (Rupees One Hundred Crore only)** as on the close of the immediately preceding financial year		
3	Average annual turnover of Rs. 75 Crore	Min. Rs. 75 Crore		
4	Not blacklisted in last 10 years	No blacklisting		
5	Acceptance of MUST conditions	100% compliance		

6	EMD	EMD provided		

APPENDIX-I: FORM-1A
Letter of Technical Proposal
(On Bidder Applicant's Letterhead)

Company Reference No. _____ Date: _____

To: Chief of Property and Monetization,
AI Assets Holding Ltd., 2nd Floor,
AI Administration Building,
Safdarjung Airport, New Delhi-110 003

Sub: Award of Concession for Development, Construction, Operation and Management of Facilities at AI Unity Complex, Chennai under RFP No. "RFP-AIAHL/Chennai Concession dated _____, 2026.

Dear Sirs,

With reference to your RFP, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Concessionaire.

We are submitting our Technical Proposal in the format prescribed in the RFP.

1. The Technical Proposal is unconditional and unqualified.

2. All information provided in the Technical Proposal and in the Appendices is true and correct and all documents accompanying such Technical Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Concessionaire for the aforesaid Concession.

4. We shall make available to AIAHL any additional information it may deem necessary for supplementing or authenticating the Technical Proposal.

5. We acknowledge the right of AIAHL to reject our application without assigning any reason and hereby waive our right to challenge the same.

6. We certify that in the last ten (10) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority, nor been expelled from any project or contract by any public authority, nor have had any contract terminated for breach on our part.

7. We have examined and have no reservations to the RFP Documents, including any addendum issued by AIAHL.

8. We do not have any Conflict of Interest in accordance with Clause 21 of the RFP documents.

9. We understand that AIAHL may cancel the Selection Process at any time and that AIAHL is neither bound to accept any Proposal nor to select the Concessionaire.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO/Directors/Managers/employees.

11. We hereby irrevocably waive any right or remedy to challenge or question any decision taken by AIAHL in connection with the selection process.

12. The EMD of Rs. _____/- by electronic transfer as per Clause 8. Please quote UTR No. _____.

13. We agree and understand that the Technical Proposal is subject to the provisions of the RFP document.

14. We agree to keep this offer FIRM for the entire Concession Period.

15. We agree to the Non-Disclosure Agreement as per Appendix-I, Form-8, and duly signed documents are attached herewith.

16. In the event of our selection as the Concessionaire, we agree to enter into the Concession Agreement as specified in the RFP.

17. We have studied the RFP and all other documents carefully and understand that we shall have no claim, right or title arising out of any documents or information provided by AIAHL.

18. We are submitting herewith all the required details as per format specified in Appendix – I: Form-1 to Form-9.

19. The Financial Proposal is being submitted separately in a sealed envelope as per the two-envelope bid submission procedure.

20. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, we submit this Technical Proposal under and in accordance with the terms of the RFP Document.

21.

Yours sincerely,

Signature of authorised signatory [In full]
Name and Designation of the authorised signatory
Name and seal of the Bidder Applicant
Address of the Bidder Applicant

APPENDIX-I: FORM-1B
PARAMETERS FOR TECHNICAL EVALUATION
(On Bidder Applicant's Letterhead)

Technical Proposal Evaluation – Pass/Fail Basis

Criteria No.	Experience and Capability Criteria	Evaluation Criteria	Pass/Fail
1	Average Annual Turnover from relevant business in last three Financial Years	Pass/Fail based on compliance with the minimum average annual turnover requirement specified in the RFP	Pass/Fail
2	Experience in Cargo Logistics/Warehousing sector – Number of Similar Works/ Similar Projects completed, each of value greater than Rs. ___ Crore during last 10 years	Pass/Fail based on compliance with the minimum Similar Works/ Similar Projects experience requirement specified in the RFP	Pass/Fail
3	Experience specifically in Cargo Logistics/Warehousing sector in India – Number of Similar Works/ Similar Projects in India during last 10 years	Pass/Fail based on compliance with the minimum relevant Indian logistics, warehousing project experience requirement specified in the RFP	Pass/Fail
4	Experience of Project Director – Development/Management experience in Similar Works/ Similar Projects. Minimum requirement: (i) a degree in Civil Engineering/Architecture or equivalent (a post-graduate qualification in management or construction management being desirable); (ii) not less than [15 (fifteen)] years of professional experience; and (iii) having directed or managed at least [1 (one)]	Pass/Fail based on compliance with the minimum Project Director experience requirement specified in the RFP	Pass/Fail

	completed Similar Project of a project cost not less than [40%] of the Estimated Project Cost, as evidenced in Appendix-I: Form-5		
Total			

Note: Bidder Applicants shall attach a write-up supporting their compliance with each Technical Evaluation parameter. AIAHL's evaluation shall be final and binding.
Bidder Applicants who meet all the Technical Evaluation parameters on a pass/fail basis will qualify for the Financial Evaluation.

APPENDIX-I: FORM-2

BIDDER APPLICANTS PROFILE – Particulars of the Bidder Applicant

S. No.	Particulars	
1(a)	Name of Company:	
1(b)	Legal status (e.g. Company, LLP, etc.):	
1(c)	Country of incorporation:	
1(d)	Registered address:	
1(e)	Year of Incorporation:	
1(f)	Year of commencement of business:	
1(g)	Principal place of business:	
1(h)	Brief description of the Company including details of its main lines of business and location details:	
	Name, designation, address, and phone numbers of Authorised Signatory:	
2(i)	Does the Firm have business presence in India? If so, provide office address(es): Yes/No	
2(ii)	Has the Bidder Applicant been penalised by any organisation for poor quality of work or breach of contract in the last 5 years? Yes/No	
2(iii)	Has the Bidder Applicant ever failed to complete any work awarded by any public authority in last 5 years? Yes/No	
2(iv)	Has the Bidder Applicant been blacklisted by any Government department/PSU in the last 5 years? Yes/No	
2(v)	Has the Bidder Applicant suffered bankruptcy/insolvency in the last 5 years? Yes/No	
3	Brief description of the Bidder Applicant's organisation including main lines of business, year of commencement of relevant services, number of professional staff, and area of expertise	
4	Experience Details: List of client companies for which similar projects have been completed in last 10 years .	

Note: If answer to any of the questions at 2(ii) to 2(v) is 'Yes', the Bidder Applicant is not eligible for this Concession.

This is to certify that the information contained above is correct as per the Annual Reports of the Bidder Applicant for the respective years.

Name of the audit Firm:
Seal/Stamp of the audit Firm with Membership No.
Date:

(Signature, name and designation of the authorised signatory)

Note: In case the Bidder Applicant does not have a statutory auditor, it shall provide the certificate from its Practicing Chartered Accountant that ordinarily audits the annual accounts of the Bidder Applicant. The Statutory Auditor Certificate should be recent, i.e. it should not have been issued earlier than last 6 months period counted backwards from the date of submission of bids.

APPENDIX-I: FORM-3

Similar Projects of Bidder Applicant

S. No.	Particulars	
1	Name of the Bidder Applicant:	
2	Description/Name of the project:	
3	Name of client company and Address:	
4	Name and telephone no. of client's representative:	
5	Total investment made (in Rs. Crore):	
6	Start date of the project (month/year):	
7	Completion/current status of the project:	
8	Total built-up area developed (in sq. mtrs.):	
9	Names of Key Personnel who were involved:	
10	Details of services provided:	
11	Current occupancy rate (if operational):	
12	Revenue model (lease/licence/concession/outright sale):	
13	Detailed description of the project:	

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature and name of
authorized signatory of the
Bidder Applicant)

Note: Use separate sheets for each project. Bidder Applicants shall provide documentary evidence from the client, i.e., copy of letter of award/work order/contract document for each project. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Technical Proposal.

Assignment completed in last ten (10)years up to F.Y. 2025-26 shall be mentioned.

APPENDIX-I: FORM-4

Abstract of Similar Projects of the Bidder Applicant

S. No.	Name of Project	Name of Client	Total Investment (Rs. Crore)	Built-up Area (sq. mtrs.)	Year of Completion	Revenue Model

Note: The Bidder Applicant shall provide details of only those projects that have been undertaken by it.

This is to certify that the information contained above is correct as per the accounts of the Bidder Applicant.

(Signature, name and designation of the authorized signatory)

Date:

APPENDIX-I: FORM-5

Profile of Project Director

The Bidder Applicant shall provide a brief background of the proposed Project Director, his/her experience which would be relevant to this Concession, his/her experience in real estate development, logistics/warehousing facilities, and directing & coordinating with the project team.

APPENDIX-I: FORM-6

Profile of Team Leader/Key Personnel

The Bidder Applicant shall provide a brief background of the proposed Team Leader, his/her experience which would be relevant to this Concession, his/her experience in leading teams for similar projects.

APPENDIX-I: FORM-7

Particulars of Project Team

S. No.	Designation	Name	Educational Qualification	Length of Professional Experience	Present Employment	Employed Since	No. of Similar Projects
1	Project Director						
2	Team Leader						
3	Architect						
4	Structural Engineer						
5	MEP Engineer						
6	Operations Manager						

The Concessionaire shall obtain prior consent from AIAHL for any change in the Project Team designated for the work scope.

APPENDIX-I: FORM-8
Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this 'Agreement') is made on this ___ day of _____, 2026 at _____.

BY AND BETWEEN

AI Assets Holding Ltd., a company incorporated under the Companies Act, 2013, having its registered office at "2nd Floor, AI Administration Building, Safdarjung Airport, New Delhi-110003" (hereinafter referred to as "AIAHL" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the ONE PART.

AND

_____, a company/Firm registered with _____ having its registered office at _____ (hereinafter referred to as "Entity" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.
Both parties hereto collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. AIAHL is a Schedule B, Central Public Sector Undertaking under the administrative control of Ministry of Civil Aviation.

B. _____ is *inter-alia* engaged in the business of providing various types of real estate development, facility management, logistics and warehousing services and such related activities.

C. Pursuant to RFP No. RFP-AIAHL/Chennai Concession dated _____, 2026 for "Award of Concession for Development, Construction, Operation and Management of Facilities at AI Unity Complex, Chennai", the Entity is participating in the selection process as a Bidder Applicant and, in connection therewith, may receive or have access to Confidential Information of AIAHL.

D. During the course of the Concession, AIAHL may disclose / share AIAHL's proprietary and confidential information with the Entity and / or its employees / associates, and / or the Entity may have access to/receive certain technical, non-technical, financial, business and other Confidential Information of AIAHL.

E. The Parties recognize that there is a need to protect such Confidential Information from unauthorized use and disclosure and accordingly have decided to enter into this Agreement.

NOW THEREFORE, in consideration of the above premises, the Parties mutually agree as follows:

1. Definition. "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired by the Recipient including its affiliated companies, directors, officers, employees and agents, relating to the business of AIAHL, whether communicated in writing, orally, electronically, photographically, or in any other form.

2. Scope. This Agreement is intended to cover Confidential Information disclosed by AIAHL both prior and subsequent to the date hereof.

3. Obligations of Recipient. In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care.

4. Compelled Disclosure. In the event that the Recipient is requested or required to disclose any of the Confidential Information, the Recipient will provide AIAHL with prompt notice.

5. Use. Recipient shall not use any Confidential Information for any reason other than as may be necessary for the Purpose.

6. Ownership. All tangible information relating to Confidential Information are and shall be the sole property of AIAHL.

7. Return of Confidential Information. Promptly following termination or written request of AIAHL, Recipient will deliver to AIAHL all documents constituting Confidential Information.

8. No Obligation. Neither Party shall make any commitment in the name of the other Party.

9. Remedies. Recipient acknowledges that money damages would be an insufficient remedy for any breach and AIAHL shall be entitled to equitable relief.

10. Termination. This Agreement may be terminated by either Party by giving 21 days' prior written notice; provided that Recipient's obligations shall survive for a period of 3 (three) years.

11. Governing Law. This Agreement shall be governed by the laws of India and subject to the dispute resolution mechanism specified in the RFP and the jurisdiction of courts at New Delhi.

12. Amendments. This Agreement may not be modified except by written instrument signed by both Parties.

13. Severability. If any provision is declared invalid, the remaining provisions shall remain in full force and effect.

14. Waivers. No failure to exercise any right shall operate as a waiver thereof.

15. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

AI ASSETS HOLDING LIMITED
By: _____

Name: _____
Title: _____

Entity
By: _____

Name: _____
Title: _____

WITNESSES:

APPENDIX-I: FORM-9

Initial Development Plan

(On Bidder Applicant's Letterhead)

The Bidder Applicant shall submit a detailed Initial Development Plan for the implementation of the Concession, in conformity with the Basic Development Requirements as defined in Clause 5.5.2 of the RFP and as detailed in the draft Concession Agreement. The Initial Development Plan shall include, but not be limited to:

(i) Concept design and architectural plans for the proposed development;

(ii) Proposed built-up area and floor area ratio;

(iii) Phasing plan for construction;

(iv) List of proposed services and facilities;

(v) Proposed timeline for achieving Commercial Operation Date;

(vi) Proposed investment plan and sources of financing;

(vii) Expected revenue projections for the Concession Period;

(viii) Proposed staffing plan;

(ix) Environmental and sustainability features;

(x) Compliance with applicable building codes, safety norms and regulatory requirements.

APPENDIX-II: FORM-1

Letter of Financial Proposal

To:
Chief Financial Officer
AI Assets Holding Ltd.,
2nd Floor, AI Administration Building,
Safdarjung Airport, New Delhi – 110003

Dear Sirs,

We, _____ (Bidder Applicant's name) enclose herewith our Financial Bid towards RFP No. "RFP-AIAHL/Chennai Concession, dated _____, 2026" and our Technical Bid.

Our attached Financial Proposal offers a Revenue Share Percentage of _____% of the Gross Revenue to AIAHL.

We hereby confirm that the Financial Proposal is unconditional, and we acknowledge that any condition attached to the Financial Proposal shall result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding upon us for the entire Concession Period.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]
Name and Title of Signatory
Name of Firm:
Address:

APPENDIX-II: FORM-2

FINANCIAL BID
(On the Letterhead of the Bidder)

Item No.	Description	Details
A	Revenue Share Percentage offered on Gross Revenue	_____%
B	Projected Annual Gross Revenue (Year-wise for Concession Period)	(Details of Projected Annual Gross Revenue YoY wise to be provided in a tabular form).

NOTE:

1. The financial evaluation shall be based solely on the Revenue Share Percentage quoted above. The Projected Annual Gross Revenue is sought for information purposes only and shall not be linked to the MMG or any other commercial obligation.

2. No escalation on any account will be payable on the quoted Revenue Share Percentage.

3. The Revenue Share Percentage shall remain FIRM for the entire Concession Period.

4. The Bidder quoting the highest Revenue Share Percentage shall be ranked highest.

APPENDIX-III: FORM-1

Checklist for MUST Conditions

Non-compliance to any one of MUST conditions as indicated below will lead to disqualification of the Technical Bid.

(To be forwarded on the Letterhead of the Bidder Applicant)

Ref. No. _____
Date: _____

To,
The Chief Financial Officer,
AI Assets Holding Ltd.,
2nd Floor, AI Administration Building,
Safdarjung Airport, New Delhi-110 003

Sub: MUST conditions

Dear Sir,

We hereby confirm that we, the Bidder Applicant, agree to the MUST conditions laid down in the RFP document:

S. No.	Description	Clause No.	Response
1	No Assignment without consent of AIAHL	Clause 24	Yes / No
2	Deposited EMD	Clause 8	Yes / No
3	Shall deposit Performance Bank Guarantee of Rs. 1 Crore within time frame	Clause 25	Yes / No
4	Shall deposit Security Deposit as per requirements	Clause 26	Yes / No
5	Agree to the Revenue Sharing Model and Payment terms	Clause 6 & 18	Yes / No
6	Agree to the Liquidated Damages and Penalties clause	Clause 19	Yes / No
7	Agree to Confidentiality / Non-Disclosure Agreement	Clause 20	Yes / No
8	No Conflict of Interest	Clause 21	Yes / No
9	Agree to the Concession Period and handover at nil value upon expiry	Clause 5 & 23	Yes / No
10	Agree to the Escrow Arrangement for Gross Revenue	Clause 6.7	Yes / No
11	Agree to all terms & conditions of RFP	-	Yes / No

Note: "NO" to any one of the above conditions will lead to rejection of Technical Bid.

Bidder Applicant's authorised signatory
Signature: _____

Name: _____
Designation: _____

SCHEDULE 1 – CLP SITE DETAILS

Part A – Location and Land Details

Particulars	Details
Location	AI Unity Complex, St. Thomas Mount cum Pallavaram Cantonment, Chennai
Total Land Area	12,000 sq. mtrs.
Survey Nos.	GLR Sy. No. 388/242-7 (1,773.23 sq. mtrs. – Class A-1 Land) and GLR Sy. No. 388/14 (10,226.77 sq. mtrs. – Class 'C' Land)
Title	Freehold – transferred by Government of India, Ministry of Defence vide Presidential sanction (Letter No. 735/28/L/L & C/89) dated 04.01.1993 under the Government Grants Act, 1895. No separate transfer deed or registration required.
Proximity	Near Chennai International Airport (formerly Anna International Airport)
Existing Constructed Area	10,297.60 sq. mtrs. (approx.)
Cantonment Board Jurisdiction	Cantonment Board, St. Thomas Mount cum Pallavaram, Chennai – 600 016

Part B – Existing Buildings

S. No.	Building	Total Bult-up Area (sq. mtrs.)
1	Administrative Block (Basement + Ground Floor)	2,785
2	GSD + Cabin Catering Building (Basement + Ground Floor + 2 Floors)	5390
3	Two-Wheeler Parking Shed – Ground Floor	218
4	Electrical Block – Ground Floor	51.60
5	RO Water Building – Ground Floor	17
6	AIASL GSD Workshop	1180
7	Offices inside GSD Workshop – Ground Floor	379
8	Offices inside GSD Workshop – First Floor	277
9	Total Existing Built-Up Area	**10,297.60**

Part – C

Drawing (*to be inserted*)

— END OF RFP DOCUMENT —

Integrity Pact

Between

AI AIRPORT SERVICES LTD (AIASL) hereinafter referred to as "The Principal",
And

….....here-in-after referred to as "The Bidder/ Contractor"

PREAMBLE:

As per the Central Vigilance Commission order No. 015/VGL/091 dated 14th June 2023 adoption of revised Standard Operating Procedures is in order to ensure transparency, equity and competitiveness in public procurement. The commission recommends adoption and implementation of the concept of integrity pacts by Government organizations.

The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practice in any aspect /stage of the contract. Only those vendors/bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this pact would be a preliminary qualification. Principal (AIASL) and vendor will also agree with the essential ingredients of the pacts incorporated in the SOP issued by CVC under Commission order No. 015/VGL/091 dated 14th June 2023. Accordingly The Principal intends to award, under laid down organizational procedures, **Concession for the Development, Construction, Operation and Management of Facilities at AI Unity Complex, Chennai, under a Revenue-Sharing Model** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).
In order to achieve these goals, the principal will appoint a panel of IEMs who will examine the process integrity. Complains allege malafide on the part of any officers of the organization should be looked into by the CEO of the concerned organization.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Principal, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.

   b) The Principal will, during the tender process treat all Bidder(s) with equity and reason.

The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.
3. Integrity Pact, in respect of a particular contract, shall be operative from date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representatives related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications, implementations etc.

4. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendation to the CEO. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
5. In the event of any dispute between the management and the contractor relating to those contracts where Integrate pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.
6. In case the dispute remains unresolved even after mediation by IEMs, the organization may take action as per Terms of Contract

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI AIRPORT SERVICES LTD. He/She commits himself to observe the following principles during his participation in the tender process and during the contract execution.
    a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
    b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the Company Guidelines.

Section 4 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or action can be taken.

Section 5 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 6 –Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 7 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement**.**

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. If the Monitor has reported to the CEO, AI Airport Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman CEO, AI Airport Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. The word monitor would include both Singular & Plural.

8. Independent External Monitor/s (IEMs) details as below;

Onboarding in progress.

Section 8 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Airport Services Ltd.

Section 9 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorized representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Principal as well contractor will ensure that the employee signing IP shall not approach to the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

(For & On behalf of the Principal)	**(For & On behalf of Bidder/Contractor) (Office Seal)**
(Office Seal)	
Place ----------	**Place ----------**
Date ----------	**Date ----------**
Witness 1: (Principal)	**(Bidder/Contractor)**
(Name & Address)	**(Name & Address)**
Witness 2:	
(Name & Address)	