

**REQUEST FOR PROPOSAL,
FOR ALLOTMENT OF BUILT-UP SPACE (HANGAR/OFFICE)
AT MAHARAJA AGRASEN AIRPORT, HISAR, HARYANA
(HISAR AIRPORT)**



BY

**CIVIL AVIATION DEPARTMENT, GOVERNMENT OF HARYANA
(HARYANA AIRPORTS DEVELOPMENT CORPORATION LTD.)**

MARCH 2024

Civil Aviation Department, Government of Haryana
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TENDER ENQUIRY

**Subject: ALLOTMENT OF BUILT-UP SPACE (HANGAR/OFFICE) AT MAHARAJA
AGRASEN AIRPORT, HISAR (HISAR AIRPORT).**

NIT No. CAD/HADC/NIT/2024-01

The Civil Aviation Department, Government of Haryana invites sealed tender from eligible bidders of repute under “Two-Stage Evaluation System (Stage 1–Technical Bid & Stage 2– Financial Bid) for **Allotment of Built-Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar (Hisar Airport).**

Interested bidders may download the tender document from <https://etenders.hry.nic.in>. The last date for submission of the complete bid is 09th April 2024.

Advisor, Civil Aviation-cum-MD, HADC
Government of Haryana.



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REQUEST FOR PROPOSAL (RFP)
(Inviting of Bids through E-Tender)

The Civil Aviation Department, Haryana/ HADC invites sealed tender from eligible bidders for Allotment of Built-Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar (Hisar Airport).

NIT No. CAD/HADC/NIT/2024 – 01

Date: 12th March 2024

Instruction To Bidders:

Sl. No.	Bid Particulars	Details regarding the Bid
1.	Name of the Work	Allotment of Built-Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar.
2.	Tender Notice No.	CAD/HADC/NIT/2024-01
3.	Online submission of Tender Fee, EMD & E-Service Fee (to be paid in INR)	On or before the last date of submission of Technical Bids on 09 th April 2024 up to 1700H as per the Indian Standard Time.
4.	Instruction for Online Bid Submission	The bidders are required to submit soft copies of their bids electronically on the CPP Portal Haryana, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal Haryana, prepare their bids in accordance with the requirements and for submitting their bids online on the CPP Portal Haryana. More information useful for submitting online bids on the CPP Portal Haryana may be obtained at: https://etenders.hry.nic.in .
5.	Pre – bid meeting	A pre- bid meeting will be held for prospective bidders for their queries, suggestions & views for the RFP.
6.	Timeline	a) Date of Advertisement of NIT: - 12.03.2024 b) RFP Upload Date. 12.03.2024 c) Last Date to download RFP 25.03.2024 d) Online/Offline Pre-Bid Meeting: 01.04.2024 e) Last Date of Submission of Bid: 09.04.2024
7.	Date & Time of opening of Technical Bids/s.	10 th April 2024.
8.	Date & time of opening of Financial Bids/s	To be communicated later after opening and evaluation of the Technical Bids.
9.	Tender Fee / E – Service Fee	Non-refundable fee of ₹ 1000/- per bidder exclusive of GST.



10.	Earnest Money Deposit (EMD) required for the Performance Security	<ul style="list-style-type: none">• ₹ 15,00,000 (Fifteen Lakhs) shall be submitted by all the participating bidders as Earnest Money Deposit (Performance security).• EMD can be submitted through internet banking/ Debit Card/ RTGS/ NEFT to The Advisor Civil Aviation Department/ MD, HADC as per following details: -<ul style="list-style-type: none">▪ Account Name: Advisor Civil Aviation▪ Account No: 10214996264▪ IFSC Code: SBIN0009926▪ Branch: State Bank of India, Commercial Branch Chandigarh, SCO-103-106, Sector 17B, Chandigarh – 160017• The EMD of the successful bidder will be retained by the Civil Aviation Department/ HADC as mentioned in Clause 12.1 of this document.• This EMD amount shall be maintained interest free.• EMD of bidders other than selected bidder (s) shall be refunded within 30 days of opening of financial bid or as per standard stipulated by Govt of Haryana.
11.	Bid Validity	120 days from the date of opening of Technical Bid.
12.	Currency of the Bid	The Bidder should quote in Indian Rupees only. The Contract Agreement shall be entered in the currency of quote i.e., ₹ / INR.

Sd/-
Advisor, Civil Aviation Department
Government of Haryana



1. About the Civil Aviation Department, Government of Haryana.

- 1.1 The Civil Aviation Department of Haryana State was established in the year 1966 and is a nodal department responsible for the civil aviation activities, development, operations and maintenance of airports, airstrips, flying schools, and to monitor all Aeronautical activities in the Haryana state. Whereas the Haryana Airports Development Corporation Ltd (HADC) is incorporated as 100% State Govt. owned company under the Civil Aviation Department, Haryana and is looking for a reputable firm with a reputable track record for the establishment of aircraft maintenance repair and overhaul (MRO) facilities at Maharaja Agrasen Airport Hisar by allotting the Hangar Spaces on payment of lease/rental (Concession Fee) basis.
- 1.2 For detailed information about the Civil Aviation Department and its functions, please refer to the official website www.haraviation.gov.in, <https://hadc.org.in>.

2. Brief on Request for Proposal (RFP).

- 2.1 Civil Aviation Department, Haryana possess three (03) large Aircraft Hangars at Hisar Airport and is seeking to allot at least 01 Hangar on concession fee payment basis, for a period of **15 (fifteen)** years which can be extended for another **05 (five)** years upon mutual agreement between the Civil Aviation Department/HADC and the selected bidder. The concession fee will be subjected to escalation at the rate of **5% Per Annum**, after completion of an initial period of 03 years from the date of execution of the agreement with selected bidder under this RFP process.
- 2.2 The details of Built-up space of approx. 2890 Sqm (01 Hangar & its associated infrastructures), which is proposed for allotment by the Civil Aviation Department/HADC under this RFP is as under.

Sr. No.	Built-up Space	Approx Area	Remarks
(a)	Hangar Space	1850 Sqm	For Aircraft MRO & training facility
(b)	Office Space	1040 Sqm	For Office & training purposes

- 2.3 However, the minimum request for allotment of at least 1445 Sqm built-up space and above (*i.e., Half of the Hangar & Office spaces*) received from the interested bidder would be eligible for participation in this tender process.
- 2.4 The interested bidder must submit their business plan regarding the requirements for allotment of hangar space at Hisar Airport. However, at later stage after completion of this tender process, the Civil Aviation Department/HADC may review the request of the concessionaire for allotment of additional built-up spaces, for the same period as stated in the document should be attached in technical proposal.



3. General details.

- 3.1 The subject Request for Proposal (RFP) document can be downloaded from the website of Civil Aviation Department, Haryana <https://etenders.hry.nic.in>, www.haraviation.gov.in, and <https://hadc.org.in>.
- 3.2 The Civil Aviation Department Government of Haryana reserves the right to re-issue/amend/cancel this tender and may amend the tentative schedule and critical dates of this Request for Proposal, as deemed appropriate.
- 3.3 Interested bidders are advised to regularly visit the website to update themselves regarding any changes or additional information related to the tender furnished therein.
- 3.4 It is the sole responsibility of prospective bidders to go through official website (www.haraviation.gov.in, <https://hadc.org.in/>) from time to time for any updates.

4. General Terms & Conditions for the Bid

- 4.1 Bidders should do Online Enrolment on the Haryana Government e-Procurement system Portal (<https://etenders.hry.nic.in>) by using the option link “Online bidder Enrollment” under the “Click here to Login” option in the Home Page.
- 4.2 Then the Digital Signature enrollment must be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/ IDRBT/MtnlTrustline/SafeScript/TCS.
- 4.3 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts and the password of the DSC / e-Token.
- 4.4 The bidder then logs into the portal giving the User ID / Password chosen during enrollment.
- 4.5 The e-token that is registered should be used by the bidder and should not be misused by others and the DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.

5. Preparation of Bids

- 5.1 The Bidders can update well in advance, the documents such as certificates, business plan details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure less time for uploading the bid documents.



- 5.2 After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 5.3 Bidders should consider any corrigendum published on the tender document before submitting their bids.
- 5.4 If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 5.5 The bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 5.6 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids and must digitally sign and upload the required bid documents one by one as indicated in the bidding document.

6. Submission of Bids

- 6.1 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 6.2 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 6.3 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled out by all the bidders. Bidders are required to download the file, open it and complete unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed.
- 6.4 Once the details have been completed, the bidder should save it and submit it online. The price schedule format shall not be modified or altered. If the Financial Bid file is found to be modified by the bidder, the bid will be rejected.



- 6.5 The bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 6.6 In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- 6.7 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 6.8 The bidder shall submit the bid documents in online mode through the Haryana Government e-Procurement system Portal. In addition to this in case for submission of bid through Offline mode bidders are requested to note that they should submit their technical bids and financial bids in separate envelopes under heading “Technical Bid” and “Financial Bid” and must submit their financial bids in the format provided in **FORM – 05** (Financial Proposal) and **FORM – 06** (Financial Bid) and no other format is acceptable.
- 6.9 At the time of freezing the bid, the eProcurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid number, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 6.10 It is important to note that the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen will be considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 6.11 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 6.12 Successful bid submission from the system means the bids as uploaded by the bidder are received and stored in the system. System does not certify its correctness.
- 6.13 The bidder should see that the bid documents submitted should be free from virus and if the documents cannot be opened, due to virus, during tender opening, the bid is liable to be rejected.



- 6.14 The time that is displayed from the server clock at the top of the tender Portal will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 6.15 The data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 6.16 During transmission of bid documents, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
- 6.17 The bidders are requested to submit the bids through online eProcurement system to the Tender Inviting Authority well before the bid submission end date and time (as per Server System Clock).

7. Assistance to Bidders.

- 7.1 Any queries relating to the process of online bid submission or queries relating to CPP Portal Haryana in general may be directed to the 24x7 CPP Portal Haryana Helpdesk.
- 7.2 Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

(A) Haryana Government e-Procurement system Portal:

Telephone: +91120 – 4200462 / 0120 – 4001002

24x7 Helpdesk Numbers: +91120-4001 002

+91120-4200 462

+91120-4001 005

Email: support-eproc@nic.in

(B) Tender Inviting Authority- Civil Aviation Department, Haryana:

Telephone: +91 +91-172-2709386,2709174

Email: cavation@hry.nic.in



8. Evaluation Process.

The bidding and selection of the firm for allotment of built-up space on at Hisar Airport will be carried out on the basis of a two – stage (2 Stage) evaluation process:

Stage 1: Technical Evaluation

In this stage, all the received bids will be evaluated based on the submission of technical details of the bidders as per the requirement of the Civil Aviation Department, Haryana/HADC as mentioned in the FORM – 03 (Technical Checklist).

Note:

- 1. The Civil Aviation Department, Haryana reserves the right to obtain any additional details or clarification with the approval of the authority from the bidders regarding their technical qualification, if their bids are having any deficiencies.*
- 2. If the Technical Proposal is still materially deficient or inconsistent in any aspect, or fraudulent; the Proposal shall be declared Non-responsive and shall not be considered for further evaluation.*

Stage 2: Financial Evaluation

The firms/bidders that qualify in Stage 1 (Technical Evaluation) will proceed to Stage 2 for Financial Evaluation. The highest financial quote (exclusive of applicable taxes) will be determined as 'H-1,' followed by the next higher quotes as 'H-2' and 'H-3,' respectively.

9. Negotiation Process.

Upon opening the Financial Bid, if the quoted rates are considered reasonable by the Civil Aviation Department, Haryana/HADC, negotiations may commence with the highest bidder. The negotiations could be extended up to the H-3 bidder if the difference between the H-1 quoted rates and those of H-2 and H-3 is within 5% of the H-1 quoted rate. If the H-1 bidder declines to increase their offered price, and the H-2 or H-3 bidder offer a better price, then the bidder with highest price offer will become the **H-1** bidder and will be declared as the **selected bidder** (hereinafter referred to as the “**Concessionaire**”).



10. Scope of Work Services:

The scope of work will broadly include setting up and operationalization of MRO facilities at Hisar Airport on a non-exclusive basis thereof for the term of the Agreement. The Selected Bidder will be responsible for the following:

- 10.1 Establishment of Aircraft Maintenance, Repair and Overhaul facility in the Hangar Space at Hisar Airport as per the requirements specified by Civil Aviation Requirements (CAR-145) issued by Directorate General of Civil Aviation (DGCA), Ministry of Civil Aviation and ensuring all the security compliances as per the Aviation Security (AVSEC) guidelines issued by Bureau of Civil Aviation Security (BCAS), Ministry of Civil Aviation, as well as implementation of other applicable operational regulations.
- 10.2 Submission of detailed modification schedule to Civil Aviation Department, Haryana/ HADC for approvals of the authority prior to the establishment of the MRO facility at the Hangar space proposed to be allotted at the Hisar Airport.
- 10.3 The Concessionaire shall be responsible for.
 - (a) Securing and installing all utilities required for facility improvements.
 - (b) Obtaining all the approvals, clearances, and licenses from the concerned regulators/ authorities (i.e., DGCA, BCAS etc.).
- 10.4 The allotted Hangar Space shall only be used for Aeronautical purposes listed below: -
 - (a) Parking of active aircraft.
 - (b) Maintenance Repair and Overhaul of aircrafts/flying machines.
 - (c) Assembly of aircraft and associated aircraft parts.
 - (d) Training in aircraft maintenance and associated activities.
 - (e) Conduct of permissible maintenance, repair and refurbishment of Aircraft, but indefinite storage of non-operational aircraft is not permitted.
 - (f) Storage of Aircraft handling equipment e.g., Tow Bar, Glider Tow bar equipment, Work Benches and Tools and Material used in services, for maintenance and repair of aircraft.
 - (g) Repair and Storage of Aero Sports machine & materials (with prior approval from the authority).
- 10.5 The Concessionaire can use the parking space outside the Hangar at common Apron on a Non-Exclusive basis subject to prior approval of Airport Operations and availability of parking space at the Apron, which will then be intimated to ATC.
- 10.6 Any other Non-Aeronautical and Commercial activities will not be permitted from Hangar/Office's space until prior approvals from Civil Aviation Department, Govt. of Haryana/HADC is obtained by the concessionaire for such activities.



11. Eligibility Criteria.

	Criteria	Document of Evidence to be Produced in support of the Criteria
11.1	The interested bidder must be a registered company and classified as a company engaged in the business as mentioned in Clause 11.7 below.	Certificate of Incorporation / Registration and / or any other legal statuette and / or document that substantiates the Incorporation / Registration of the bidding firm in its original country of incorporation / registration and that the company is engaged in activity mentioned in Clause 11.7.
11.2	Average Annual Turnover of the bidder shall be INR 05 Crores for the preceding 3 years from the date of submission.	A Certificate from the Chartered Accountant certifying that the bidding firm has average annual turnover of INR 05 Crores in the preceding 3 years.
11.3	The bidding firm must have a valid PAN and GST number and / or Tax Details of the country where the firm is registered / incorporated.	Certified copy of the PAN card and GST Registration Certificate (for Indian Registered Companies)/ Tax Details of the country where the firm is registered / incorporated duly certified by Chartered Accountant.
11.4	The bidder must have been in operation in businesses mentioned in clause 11.7 for a minimum period of 03(three) years as on date of submission of bid. OR For new entrants, holding a valid license for commencement of any of businesses as defined in clause 11.7 for preceding last 2 years.	A Certificate from Chartered Accountant certifying that the bidding firm is in operation in any of the businesses as mentioned in clause 11.7 for a minimum period of 03 (three) years as on date of submission of bid. OR For new entrants' valid certificate/license from regulatory authority issued in preceding last 2 years.
11.5	The bidder should not have been blacklisted by any central or state government departments/agency/ ministries or PSUs in India.	A declaration/ undertaking by the authorized representative of the bidding firm to be submitted stating that it is NOT blacklisted by any central or state government departments / agency / ministries or PSUs in India.
11.6	The bidding firm should submit Earnest Money Deposit (EMD) against Performance Guarantee.	The receipt of submission of Earnest Money Deposit (EMD) must be submitted.
11.7	The interested Bidders should have experience in any one of the following businesses. (a) Airlines Operators (SOP/NSOP/ General Aviation). (b) MRO's (c) Organization dealing with Repair and maintenance for movable aircraft part (like ULD, Galley equipment, avionics equipment). (d) Flying Training Operators (e) Aero sport Organization (f) Air Charter Companies (g) Air Ambulance Operators.	

Note: To submit all the certificate /declaration and document evidence pertaining to Clause-11.



12. Payment & Other Terms for Allotment of Hangar Space.

12.1 Security Deposit.

12.1.1 The total security deposit will amount to Rs 01.15 Cr, exceeding the EMD amount (i.e., a cumulative sum of Rs 1.00 Cr + 15 lakhs EMD). For this, the EMD amount will be retained by the Civil Aviation Department/HADC, and the Concessionaire is required to deposit the remaining security deposit amount of Rs 1.00 Cr within 30 days from the date of the Letter of Award issued by the Civil Aviation Department, Haryana.

12.1.2 At the time of awarding the project, the concessionaire is required to deposit the remaining security amount of Rs 1.00 Cr. This security deposit can be made through a Demand Draft (DD) favoring Advisor, Civil Aviation Department, Government of Haryana/ MD, HADC, payable at Chandigarh, or via a Performance Bank Guarantee from a scheduled bank (Form-7). The selected bidder is mandated to maintain this security deposit of ₹ 01.15 Crores throughout the entire concession agreement period.

12.1.3 If the security amount is deposited with the Civil Aviation Department, Govt. of Haryana, it will be refunded to the concessionaire within 90 days from the date of completion of the agreement period. Alternatively, it may be adjusted against the concession fee or settled against any pending dues as mutually agreed upon between the Civil Aviation Department and the Concessionaire during the culmination period of the agreement.

12.2 To undertake refurbishment/ development works inside the Hangar and office spaces, the Concessionaire will be allowed for the Gestation period from the date of submission of the Security Deposit.

12.3 Gestation period.

The “Gestation Period or Development Period” means the period commencing from the date of submission of **Security Deposit** to the One Eighty days (180 days) or from the date of submission of **Security Deposit** to the commencement of commercial/operational activities, whichever is earlier will be provided to the Concessionaire (unless extended by the Authority). During this “Gestation Period” the Concession fee/space rentals will not be levied from the concessionaire.

13. Project/Rental Tenure

The tenure for allotment of Built-up Space on concession fee payment basis will be for a period of **15 (fifteen) years** from the date of execution of the model agreement attached to this document (hereinafter referred to as “**Agreement**”). This period can be further extended for another **05 (five) years** upon mutual agreement between the Civil Aviation Department/ HADC and the selected bidder, in accordance with the terms and conditions outlined in this document and the “**Agreement**”.



14. Annual Escalation.

The concession fee for the allotment of Built-up spaces at Hisar airport will be subject to escalation of 5 % per annum, which will be applied after the end of third (3rd) year from the date execution of the Agreement.

15. Payment and Other Charges.

15.1 Concession Fee for allotment of Built-up Spaces

The payment of monthly concession fee for the built spaces allotted under the provision of this RFP process by adhering to the terms and condition of the agreement executed between the Civil Aviation Department, Haryana/ HADC and the Concessionaire.

15.2 Landing and Parking Charges.

15.2.1 Aircraft landing and parking charges will be applied according to the rates stipulated by Civil Aviation Department, Govt. of Haryana/ HADC which is based on DGCA AIC 06/2023 dated 29th April 2023 and is subject to revision from time to time by DGCA.

15.2.2 No housing charges will be applicable for aircraft parked in the allotted Hangar Space. However, if an aircraft parked in the Concessioner's Hangar space needs to be parked in the Apron for repair, such parking will be permitted with the approval of the Airport Operations Department, subject to availability of parking space at the Apron and no parking charges shall be levied in such cases.

15.3 Utility Service Charges.

15.3.1 The Civil Aviation Department, Haryana/ HADC will provide connectivity for utility services for water, electricity, IT and communication cables networks and sewerage, Access control security, access roads and will also provide utilization of common areas and its maintenance.

15.3.2 The Concessionaire is required to pay the charges for the water, electricity IT and communication services as per their usage and actual bills.

15.3.3 During the Gestation period, the concessionaire is required to pay for the Water and Electricity charges @ ₹ 25000/month for a period till a separate meter is installed. After installation of meters for Electricity and Water charges shall be charged as per actual bills.

15.4 The following additional charges, as applicable, to be paid by the Concessionaire.

(a)	Documentation/ Legal process charges for the execution of agreement.
(b)	Applicable Stamp Duty leviable on each document.
(c)	During the rent free /gestation period of 6 months, taxes if any applicable must be paid by the concessionaire.



If in case applicable at appropriate stage.	
(d)	Charges for the registration of any document under The Indian Registration Act.
(e)	Fees and charges as applicable including Development Charges to local/state Municipal Authority along with the application for permission to erect any new buildings or facilities.
(f)	Utility charges as payable to the Municipal Corporation, PHED or any other Department for new connections (i.e., for Water Supply, Sewerage & Power Supply etc.)
(g)	Any other taxes leviable on the plot in addition to the tendered space will also be paid by the concessionaire.
(h)	All rates, taxes, charges, claims and outgoings including electricity and water charges chargeable against the Concessionaire or occupier in respect of the said land, or any building erected thereon.
(i)	The Land Revenue and Cess assessed, or which may be assessed on the land if any developed further by the Concessionaire with the approval of authority.
(j)	Charges for repairs and rectification of any damages in Hangar space to be borne by the concessionaire during the occupancy or validity of agreement.

15.5 Concession Fee Payment period.

The concessionaire shall pay the concession fee/ monthly rental on or before 10th of every month and in case of nonpayment of rent, the Penalty as stated in clause 15.6 (a) (iv) below shall be imposed on the Concessionaire.

15.6 Penalty Clause.

In case of delay in delivery / non-performance / failure to perform according to the NIT, the Civil Aviation Department/ HADC shall have the power to withhold payments / impose penalties / take penal action as deemed fit. The department in such case may:

a) **Impose Penalties for any below activities along with applicable penalty.**

Sr.	Conduct	Penalty
(i)	Uses of hangar space other than Aeronautical purposes uses.	Equal to 1% of total value of the contract.
(ii)	Non – Compliance of laid down rules and regulation for Airside hangar operation.	
(iii)	Any hazardous/unlawful activity.	
(iv)	Non- Payment/ Delay in timely payment of Rent.	Equal to 1% of total annual value of the Concession Fee Per day for each day of delay in payments.

b) **Terminate the agreement by giving 30 days' notice.**

15.7 The concessionaire may avail benefits regarding the applicable incentives under the provision of HEEP 2020 and Aerospace and Defense Policy 2022 of itself, subject to the approval from respective scheme approving authorities.



16. **Reserve Price (Bidding Parameter).**

The reserve price for built-up Space (Hangar/Office) is **₹ 550 Per Sqm Per Month**. Any bid quoting lower than the reserve price would stand automatically rejected.

17. **Performance Parameter.**

17.1 It is expected that the successful bidder shall deploy adequately skilled and trained staff for MRO services, operation, maintenance, training, and any other associated activities in Hangar space.

17.2 The Concessionaire should not default on rent payment as per agreed schedule.

17.3 The Concessionaire shall commence its operation within a minimum of six months after signing the agreement.

17.4 The Concessionaire must have its office registered in the State of Haryana, within six months of the Letter of Award.

17.5 The Concessionaire must abide by the terms and condition as stated in the mutually agreed Agreement and in this document.

17.6 In case of non-payment of concession fee on-time or any imposed penalty, the outstanding amount must be settled within the given period or the same will be debited from the Concessionaire's security deposit. In such case, the concessionaire is required to replenish the security amount by depositing the deficient amount within the timeframe provided by the authority.

18. **Agreement Clause.**

The Concessionaire shall finalize the agreement with the Civil Aviation Department/HADC within 45 days from the date of Letter of Award (LoA). The Civil Aviation Department, Haryana/ HADC issuing the tender, reserves the right to cancel whole or part of the work orders in case of delay in finalization of the agreement within the given period or issuance of Government order under certain emergent conditions or any compelling justified circumstances as per the discretion of the Government of Haryana.

19. **Fraud and Corrupt Practices.**

The Participating Bidders and their respective officers, employees, and advisers shall observe the highest standard of ethics during the selection Process. Notwithstanding anything to the contrary contained herein, the Civil Aviation Department, Haryana/ HADC may reject a Proposal without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or any other practice restricted or prohibited by law in the selection Process.



20. Award of Contract.

- 20.1 The Civil Aviation Department, Haryana/ HADC will determine to its satisfaction whether the bidder selected, through the two-stage evaluation process, as having submitted the highest evaluated (H1) responsive bid is qualified to satisfactorily perform the contract after completion of negotiation process as defined in Clause 9. The Selected Bidder may, if necessary, be invited for re-confirmation. The re-confirmation of the obligations of the bidder under this NIT. Issues such as Technical Specifications of the item under procurement, built quality of the product to be delivered, and any other details pertaining to the selection of the firm /bidder and / or the item under procurement shall be discussed during re-confirmation.
- 20.2 Within 15 days of issuance of the Letter of Award by the Authority, the Selected Bidder shall submit acknowledgement thereof in writing to the Civil Aviation Department/ HADC, and within 45 days of acknowledgement of the Letter of Award (LoA/LoI) from the Selected Bidder, the Agreement should be executed between the Authority and the Selected Bidder.

21. Arbitration.

21.1 Amicable Settlement.

In the event of any dispute that arises between the Parties, either Party may call upon the other Party to resolve the issue raised in the Dispute and arrive at an amicable settlement thereof. Each Party shall nominate a responsible person to resolve the issue through an amicable settlement within a period of 30 (thirty) days.

21.2 Arbitration.

- a) Any dispute which is not resolved amicably, as provided above, shall be finally decided by reference to arbitration through an Arbitral Tribunal comprising of Sole Arbitrator to be mutually appointed by the Parties, and if not agreed within 30 (thirty) days, as per the provisions of the Arbitration and Conciliation Act, 1996 (Central Act, 26 of 1996) and any subsequent amendment thereto (The Arbitration and Conciliation (Amendment) Act, 2021). Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
- b) The place of arbitration shall be Chandigarh and the language of the arbitration shall be English.



21.3 Arbitration Awards to be binding.

- a) The Concessionaire and the Civil Aviation Department, Government of Haryana/ HADC, undertake to implement any decision or award of the arbitrators (the “Award”) without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- b) The Concessionaire and the Government of Haryana, Civil Aviation Department/ HADC, agree that an award may be enforced against the said parties as the case may be.
- c) This Agreement, rights, and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

22. Jurisdiction of Court.

The Civil Court of Chandigarh or High Court of Punjab and Haryana shall alone have an exclusive jurisdiction to decide any difference, dispute and claim regarding the matters arising out in respect of this tender document/RFP.

23. Site Visit by Interested Bidders.

The layout of the Hangar Space indicating location at the Hisar Airport is enclosed as Annexure - I of this document.

- a) The bidders may conduct a site visit before presenting their bid because the hangar is intended to be allotted on as-is, where-is basis. For this, Civil Aviation Department/ HADC may be contacted during office hours.
- b) The development of infrastructure in the allotted spaces will be proceeded in accordance with and subject to plans and programs of the authority and further subject to any unforeseen contingencies. No omission to accomplish such plans or non-availability of the infrastructural amenity will relieve the concessionaire of the obligations devolving upon it.

24. Termination of Agreement

- 24.1 The agreement can be terminated by either Party by giving a notice of 06 (six) months to the other Party.
- 24.2 If the Civil Aviation Department, Government of Haryana/ HADC, seeks to revoke the agreement, in that event, the Government of Haryana, Civil Aviation Department/ HADC shall pay to the concessionaire the cost of structures raised (if any) by the concessionaire as assessed by an auditor/surveyor jointly appointed by the Parties (Cost of which shall be shared equally). Besides, outstanding deposits of security fees and other balances held by the Government of Haryana, Civil Aviation Department/ HADC shall also be returned within 30 working days from the date of termination.



- 24.3 If the concessionaire seeks to terminate the agreement prematurely {*except in the event of Force Majeure persisting for a period of more than 90 (ninety) days*}, the concessionaire shall pay the Concession Fee for a period of 06 (six) months {*including the 06 (six) month Notice Period*} to the Civil Aviation Department, Haryana/HADC. The concessionaire would forego the right to use any structure(s) that it may have erected and would offer the said structure(s) to the Civil Aviation Department, Haryana/HADC. If the department decides to retain the structure(s), it will pay the concessionaire the assessed value of the structure(s) as determined by an auditor/surveyor jointly appointed by the Parties (*cost of which shall be shared equally*). If that option is not exercised, the concessionaire shall remove the whole of the structure(s) at its own cost and leave the land unencumbered.
- 24.4 In the event of Force Majeure persisting for a period of more than 90 days, and due to this Force Majeure, the concessionaire seeks to terminate the agreement, it shall not be bound to pay the Concession Fee for the period of 06 months' notice period, as stated at Clause 24.1 of this RFP.
- 24.5 If satisfied by the Civil Aviation Department, Government of Haryana / HADC that, the terms and conditions of the Agreement are not being followed or any violation is taking place, which is capable of being remedied is not remedied within the reasonable period as mentioned in the notice of such violation, then the Civil Aviation Department Government of Haryana/ HADC, shall have the right to terminate the contract agreement without giving any further notice.

25. Force Majeure.

- 25.1 For the purpose of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of concessionaire, and which makes concessionaire's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemic, pandemic or other adverse weather conditions, strikes, lockouts or other industrial action (*except where such strikes, lockouts or other industrial action are within the power of the concessionaire invoking Force Majeure to prevent*), confiscation by government agencies. If the event of Force Majeure occurs during the Gestation Period as defined in Clause 12.3, then resolution shall be made as per the applicable notification of the Government of Haryana.
- 25.2 Force Majeure shall not be included.
- a) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor
 - b) any event which a diligent Party could reasonably have been expected to both.
 - (i) take into account at the time of the conclusion of this Agreement, and
 - (ii) avoid or overcome in the carrying out of its obligations hereunder.
- 25.3 Force Majeure shall not include the insufficiency of funds or failure to make any payment required hereunder.



26. Pre-Bid Conference

26.1 A Pre-Bid conference (“Pre-Bid Conference”) of all the interested parties shall be convened at the designated date, time, and mode as given below:

Date: - 01st April 2024

Venue: Online – Over Video Conference is desirable (Link will be provided).

26.2 For participation in the Pre-bid meeting, the interested bidder may submit the query form given below format at Clause 26.5 or may submit mail request. Accordingly, the link will be shared to the interested bidders, for participation in the Pre Bid Conference.

26.3 During Pre-Bid Conference, the Bidders can seek clarifications and make suggestions for consideration of Civil Aviation Department/HADC, who shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

26.4 The queries should be sent to the Civil Aviation Department/HADC at least 2 (two) working days before the scheduled Pre-Bid Conference. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: Allotment of Built-Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar (Hisar Airport).

26.5 Also, all the Queries to be submitted in the following format in excel or PDF on cavation@hry.nic.in

Bidder's Request for Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1.				

Name of the Authorized signatory:

Company seal:

Date and Stamped:



FORM – 01

PROPOSAL COVER LETTER

(To be signed and stamped on the letter head of the respective firm)

(To be Part of Envelope A)

From:

[Location, Date]

To,

The Advisor, Civil Aviation Department.
Government of Haryana, 30 Bays Building,
3rd Floor, Sector 17, Chandigarh, India - 160017
Email: cavation@hry.nic.in,

Subject: Cover Letter for Allotment of Built-Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar.

Dear Sir,

1. Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, request to provide our offer as required and outlined in the NIT. To meet such requirements that are set out in the tender document, we attach hereto the tender response as required by the tender document, which constitutes our bid.
2. We undertake, if our bid is accepted, to adhere to the schedule for providing the services of purpose put forward in the NIT or such adjusted plan as may subsequently be mutually agreed between us and Civil Aviation Department, Haryana, or its representatives/agencies.
3. We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 120 days from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Civil Aviation Department, Haryana/HADC.
4. We confirm that the information contained in this bid or any part thereof, including its schedules, and other documents and instruments delivered or to be delivered to Civil Aviation Department, Haryana, is true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead Civil Aviation Department, Haryana, as to any material fact.



5. We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever. It is hereby confirmed that I / We are entitled to act on behalf of our corporation /company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated on this Day of 2024

(Signature)

(In the capacity of duly authorized to sign the Tender Response for and on behalf of the Company)

(Name and Address of Company)

Seal/Stamp of bidder



FORM – 02

To be Part of Envelope A

Technical Proposal Submission Form (On the letterhead of the Company / Firm)

[Location, Date]

From: _____

To,

The Advisor, Civil Aviation Department,
Government of Haryana, 30 Bays Building,
3rd Floor, Sector 17, Chandigarh, India - 160017
Email: cavation@hry.nic.in,

**Subject: Technical Proposal Submission Form for Allotment of Built-Up Space
(Hangar/Office) at Maharaja Agrasen Airport Hisar**

Dear Sir,

1. I/We the undersigned, offer to provide the proposed required services in respect to your Notice Inviting Tender. I/We are hereby submitting our Proposal which includes this Technical Proposal. Our proposal is valid for acceptance for 120 Days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
2. I/We accept all terms, conditions and stipulations of the NIT unconditionally and hereby declare that all the information's and statements made in this proposal are true and accept that any of our misrepresentation contained in it, may lead to our disqualification from the selection process in addition to imposition of penalty as deemed fit by Civil Aviation Department/HADC.
3. I/We hereby declare that our company has not been debarred / blacklisted by any Government / Semi Government organizations. I further certify that I am the competent authority in my company authorized me to make this declaration and signatory authority on behalf of the organization.

Yours sincerely,
Authorized Signatory
[Signature with Date and Seal]:

Name and Title of the Signatory:

Name of the company with address



FORM – 03

TECHNICAL CHECKLIST

(To be Part of Envelope A)

Name of the company with address

Name and Title of the Authorised Signatory:

Sl. No	Attributes	Relevant Document to be Attached. (Specific document wherever required has been separately mentioned)	Submission Remarks
1.	The Bidder shall have experience in any of business mentioned in clause 11.7 for minimum of 3 years.	Certificate attached on firm official letter head	
2.	Submission of Business Plan as per clause 2.4 regarding the requirements for allotment of Hangar Space at Hisar Airport.	Detailed Business Plan of the Operator	
OR			
1.	Any new entrant subject to licensing, approval and validation by DGCA for Aeronautical activities obtained within the last 2 years in any of business mentioned in Clause 11.7 of this RFP.	Certificate attached on firm official letter head	
2.	Submission of Business Plan as per clause 2.4 regarding the requirements for allotment of Hangar Space at Hisar Airport.	Detailed Business Plan of the Operator	

Signature of the Authorised Signatory:



FORM - 04

FINANCIAL DETAILS

(To be a part of Envelope A)

Annual Turnover and Net Worth details of Bidder.

S.no	Year	Turnover Details in INR	Net Worth in INR
1	2020-21		
2	2021-22		
3	2022-23		
Average Annual Turnover			

- Audited & Certified by the Competent Authority, Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 Audited Financial Years (Financial Years 2020-21, 2021-22, and 2022-23) shall be submitted as supporting evidence.
- The appointment letter of Statutory Auditor by the bidder shall be enclosed.
- *'Net worth' shall mean the paid-up share capital plus free reserves plus free surplus in the profit and loss account less unprovided depreciation less the balance of deferred revenue expenditure. The balance in the Revenue Reserve Account shall not be considered in determining the Net worth.

.....

(CA/Statutory Auditor's name and Company Seal)

Signature



FORM – 05

Financial Proposal

(To be signed and stamped on the letter head of the respective firm)

(To be Part of Envelope B)

FROM:

[Location, Date]

To,

The Advisor, Civil Aviation Department.
Government of Haryana, 30 Bays Building,
3rd Floor, Sector 17, Chandigarh, India - 160017
Email: cavation@hry.nic.in,

**Subject: Financial Proposal for Allotment of Built-Up Space (Hangar/Office) at
Maharaja Agrasen Airport Hisar**

Sir,

As a part of the tender for Allotment of Built-Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar, we hereby submit the following Financial Proposal quotation to the Civil Aviation Department, Haryana/ HADC.

We quote INR (INR in words followed by INR figures in brackets)
Per Square Meter Per Month rate for an area of Sqm of built-up spaces at Hisar Airport, towards our Cost to be paid as per payment schedule specified in the Agreement. The fee quoted above is exclusive of applicable taxes.

We abide by the above quote, terms, and conditions of the tender, if Civil Aviation Department/ HADC selects us as the firm for this scope of work.

We also understand that in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of ninety (120 days) from the last date of bid submission or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Non - compliance to the above format shall disqualify the firm's proposal.

FORM – 06

Reserved Price (Per Sqm Per Month) (In INR)	Built-up Space (Hangar/Office) (Approx. in Sqm)	Price Quoted by Bidder in INR (Per Sqm Per Month)	Total Amount Payable in INR i.e., [A] X[B]=[C]	Applicable Taxes Rate (in %)	Amount of Applicable Taxes [A] X [D%]=[E]	Total Amount Payable per Month for Built-up Space quoted by the bidder (INR) [C]+[E]=[F]
	[A]	[B]	[C]	[D]	[E]	[F]
₹ 550/-	2890 Sqm	To be mentioned by the bidder.	To be mentioned by the bidder.	To be mentioned by the bidder.	To be mentioned by the bidder.	To be mentioned by the bidder.
Amount in figures						
Amount in words (Inclusive of Taxes)						

Note:

1. *Any bid quoting lower than the reserve price would stand automatically rejected.*
2. *Area of Built-up spaces (Hangar/Office) offered under this document is approximately 2889 Sqm. The built-up space area shall be finalized after joint measurement in the presence of concessionaire and Civil Aviation Department/ HADC, prior to finalization and execution of the Agreement.*

FORM – 07

Format for Submission of Performance Bank Guarantee (to be submitted within 15 days of after signing of Agreement).

To,

The Advisor, Civil Aviation Department.
Government of Haryana, 30 Bays Building,
3rd Floor, Sector 17, Chandigarh, India – 160017 (Email: cavation@hry.nic.in).

Subject: Submission of Performance Bank Guarantee towards the purpose of Allotment of Built-Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar

1. In consideration of Civil Aviation Department, Government of Haryana/ HADC (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at..... (hereinafter referred as the “Concessionaire” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Agreement dated..... valued at INR (INR in words.....), (hereinafter referred to as the “Agreement”) for the Allotment of Built Up Space (Hangar/Office) at Maharaja Agrasen Airport Hisar , and the concessionaire having agreed to furnish a Bank Guarantee amounting to INR.) to the Authority for performance of the said Agreement.
2. We, having our registered office at and one of its branches at (hereinafter referred to as the “Bank”) at the request of the concessionaire do hereby undertake to pay to the Authority an amount not exceeding INR (In words INR.....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said concessionaire of any of the terms or conditions contained in the said Agreement.
2. We, (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said concessionaire of any of the terms or conditions contained in the said Agreement or by reason of the concessionaire’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR (in wordsINR).
3. We, (indicate name of the Bank) do hereby undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the concessionaire in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the concessionaire shall have no claim against us for making such payment.
5. We, (indicate the name of Bank) further agree that the Guarantee herein



contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said concessionaire and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of three years from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

6. We,..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said concessionaire from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said concessionaire and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said concessionaire or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said concessionaire or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the concessionaire.
8. We, (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
9. We (Indicate the name of Bank) undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR..... (In words INR) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 9 hereof, on or before [(indicate the date falling three years after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated on the.....day of..... 2024

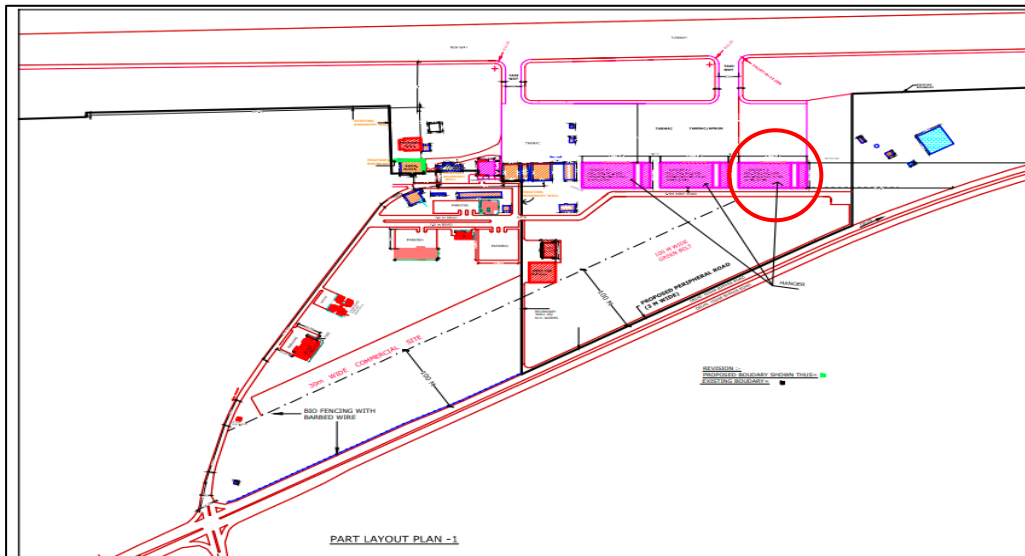
(Signature, name and designation of the authorized signatory)

Note: *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee. The address, telephone no. and other details of the Head Office of the Bank as well as of the issuing Branch should be mentioned on the covering letter of issuing Branch.*

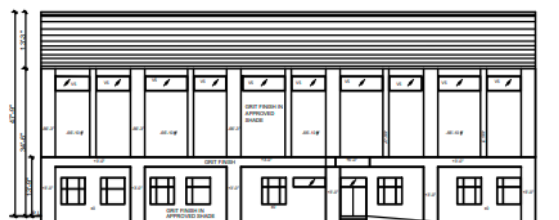
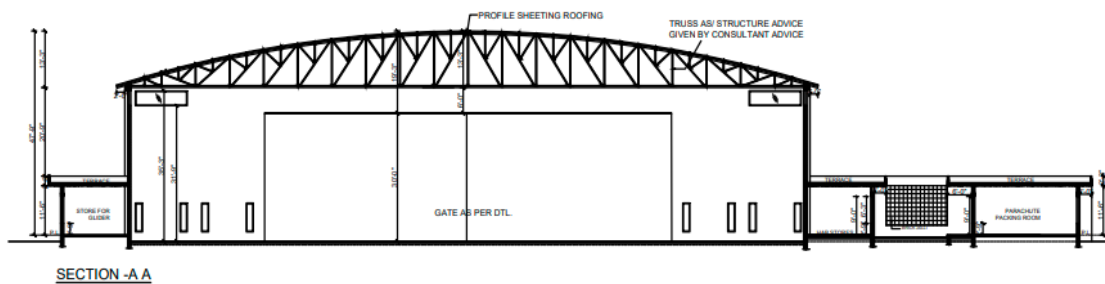


ANNEXURE – 1

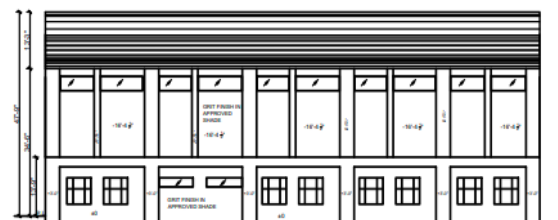
A. Site map of Hisar Airport.



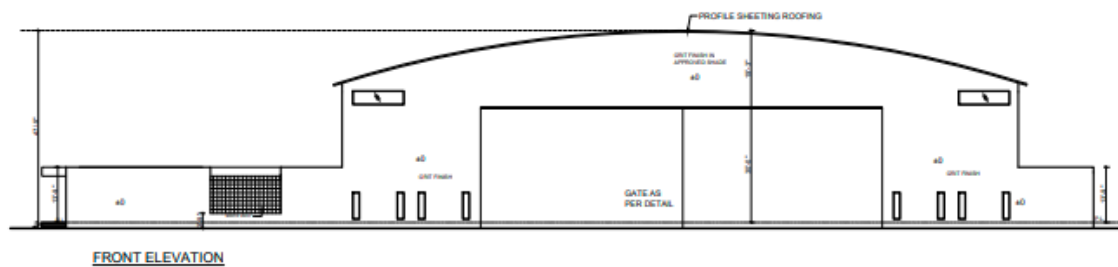
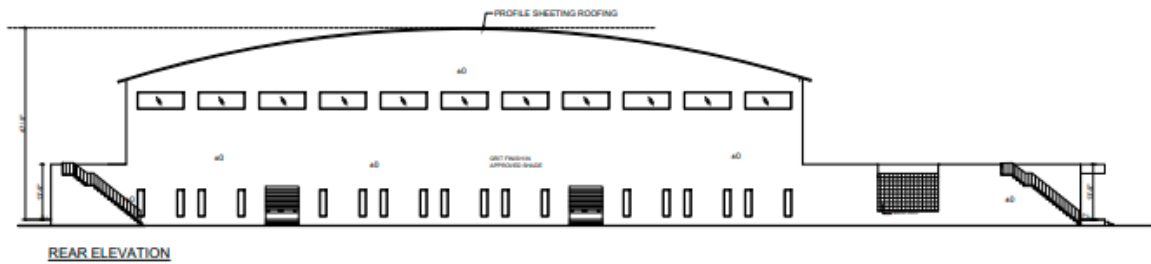
B. Hangar Space Layout.



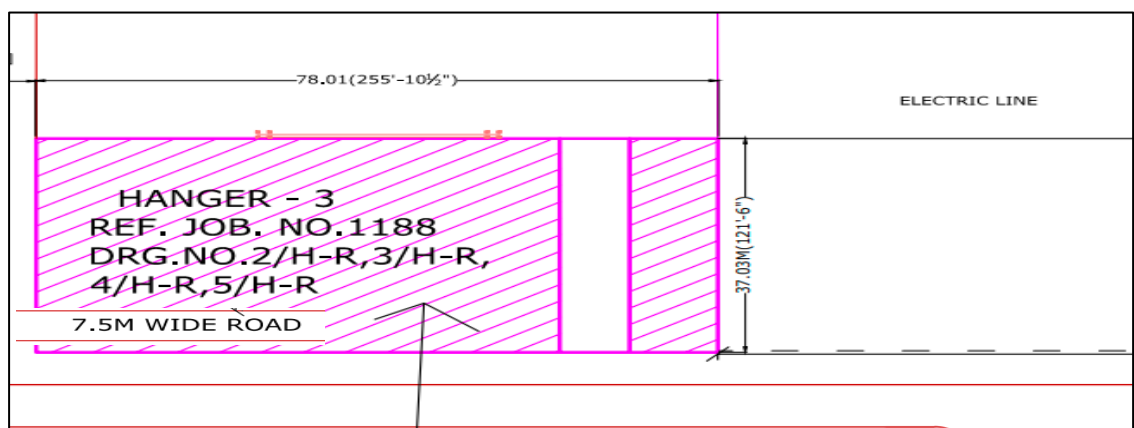
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



C. **Hangar Dimension**



Note: Alley space between office space and Hangar space (unpaved) will not be charged



DRAFT MODEL CONCESSION AGREEMENT



THIS AGREEMENT is made at _____ on ___ the day of _____ month of 2024.

Between:

(1) **THE GOVERNOR OF HARYANA**, acting through The Advisor, Civil Aviation Department-cum-Managing Director, Haryana Airports Development Corporation Ltd. *alias* HADC, (hereinafter referred to as "**Authority**") which expression shall include its successors and assigns); and

(2) _____, a company incorporated under the Indian Companies Act, 2013, having its registered office at _____ (hereinafter referred to as "**Concessionaire**") which expression shall include its successors and permitted assigns).

WHEREAS:

- (A) It is endeavor of the Parties to operate and manage a world class Maintenance, Repair and Overhaul facility, where the required aircraft maintenance, aircraft assembly and its training related activities are carried out at Hisar Airport (hereinafter referred to as "**Project**") with requisite performance standards.
- (B) In the context of the project being undertaken through a public/private sector approach, it is critical that the terms and conditions upon which such a project shall be implemented are set out and therefore the parties are entering into this agreement ("**Agreement**").

NOW IT IS HEREBY AGREED as follows: -

1. Scope of the Project.

The scope of the Project shall mean:

- (i) Setting up of a Maintenance, Repair and Overhaul (MRO) facility at Hisar Airport.
- (ii) Conduct of aircraft maintenance and its associated activities for the duration of this agreement.
- (iii) The Concessionaire shall comply with the Civil Aviation Requirements (CAR) -145 as issued by Directorate General of Civil Aviation (DGCA), Govt. of India, for Maintenance, Repair and Overhaul (MRO) facilities and its associated activities relating to infrastructure, procedures and manpower.
- (iv) The Concessionaire shall get all the necessary clearances/licenses/approvals/ permissions from the respective regulatory bodies including Director General of Civil Aviation, Government of India.
- (v) The Concessionaire may carry out aircraft maintenance related training activities from this facility.
- (vi) The Concessionaire shall get insurance coverage for all the facilities and the staff working with them for the adequate amount. The Civil Aviation Department, Haryana/ HADC shall not be responsible for any claim for loss or damage of property or life in any way.



- (vii) The Concessionaire will be allotted with built-up Space of approx. Sqm (i.e., approx. 1850 Sqm of Hangar space and 1040 Sqm of Office Spaces attached with the allotted Hangar) by the Civil Aviation Department, Govt. of Haryana/ HADC at Hisar Airport, for Maintenance Repair and Overhaul activities (i.e., “**Project**”).
- (viii) The Concessionaire shall establish/modify the Hangar space as per its operational requirements and as specified under Civil Aviation Requirements (CAR-145) issued by Directorate General of Civil Aviation (DGCA) by ensuring all security compliances as per Aviation Security (AVSEC) guidelines issued by Bureau of Civil Aviation Security (BCAS) as well as implementation of other applicable operational regulations, including security clearances by developing its approved Security Program from the Bureau of Civil Aviation Security (BCAS).
- (ix) The Concessionaire may establish the aircraft maintenance, repair and overhaul (MRO) training facility to impart aircraft maintenance training to maximum trainees from the spaces allotted by the Civil Aviation Department, Haryana/ HADC at Hisar Airport.
- (x) If imparting training on aircraft maintenance, repair and overhaul (MRO), it is desirable by the Government of Haryana that preference may be given for enrolment of women candidates from Haryana thereby creating awareness of the Government of India’s Beti Bachao, Beti Padhao campaign. It is also desirable that for training purposes at least 10% (ten percent) seats shall be reserved for domicile of Haryana, who should be eligible for waiver of 50% (fifty percent) tuition fees for such training courses.
- (xi) If the Concessionaire requires additional space, the Civil Aviation Department, Govt. of Haryana/ HADC may consider allocating the additional Space (Hangar/Office) to the Concessionaire at the same terms and conditions and rates as applicable at the time of such request. However, this will be subject to a justifiable requirement of additional space for the proposed aeronautical activities by the Concessionaire.
- (xii) The Concessionaire shall undertake deployment of world class and adequately skilled and trained staff for aircraft maintenance, operations, and aircraft maintenance training services. Foreign collaborations with world class Aircraft Maintenance and Aircraft assembly Organizations shall be considered advantageous. Extension / continuation shall be based on Quality of Aircraft Maintenance, Training and Output quality of product.
- (xiii) Use of airport infrastructure shall be on a non-exclusive basis. The authority reserves the right to invite bids in future, for setting up Maintenance Repair and Overhaul (MRO), Schedule Operator Permit (SOP)/ Non-Schedule Operator Permit (NSOP) operations and any other aviation related activity at the Hisar Airport.
- (xiv) The Concessionaire may undertake flying operations (for test flights) from Hisar airport. However, such flying operations will be subject to applicable landing and parking (Parking at Apron) charges as stipulated by Civil Aviation Department, Govt. of Haryana/ HADC which is based on DGCA AIC 06/2023 dated 29th April 2023 and is subject to revision.



- (xv) The Concessionaire may utilize the allotted Space at Hisar Airport for the following Aeronautical purposes.
- a) Parking of active aircraft
 - b) Maintenance Repair and Overhaul of aircrafts/flying machines.
 - c) Assembly of aircraft and associated aircraft parts.
 - d) Training in aircraft maintenance and associated activities.
 - e) Conduct of permissible maintenance, repair and refurbishment of Aircraft, but indefinite storage of non-operational aircraft is not permitted.
 - f) Storage of Aircraft handling equipment e.g., Tow Bar, Glider Tow bar equipment, Work Benches and Tools and Material used in services, for maintenance and repair of aircraft.
 - g) Repair and Storage of Aero Sports machine & materials (with prior approval from the authority).

2. Facilities to be Provided by Government of Haryana/ HADC.

The Civil Aviation Department, Haryana/ HADC shall provide the following facilities to the Concessionaire for the duration of this agreement:

- 2.1 Built-up Space of approx. Sqm (i.e., approx. 1850 Sqm of Hangar space and 1040 Sqm of Office Spaces attached with the allotted Hangar).

(Actual dimensions will be finalized after joint measurement in the presence of concessionaire and Civil Aviation Department/ HADC, prior to finalization and execution of the Agreement).

- 2.2 Air Traffic Control services, Firefighting, Ambulance, and other essential services may be required during aircraft maintenance and flying operation activities.
- 2.3 Use of existing facilities at the airport on a non-exclusive basis.
- 2.4 Provision of Water, Electricity and conservancy services on actual cost basis.
- 2.5 Peripheral security of the Airport Boundaries.
- 2.6 Provision of connectivity's for the utility services for water, electricity, IT and communication cables networks and sewerage, Access control security, access roads and will also provide utilization of common areas and its maintenance.
- 2.7 The concessionaire may create his own infrastructure on land additionally allotted at the airport for which the concessionaire may submit request, and the Govt. of Haryana will consider allotting such additional spaces based on the same terms and conditions as agreed under this concession agreement.



3. **Payment of Concession Fee and Other Applicable Charges: -**

3.1 The Concessionaire shall pay to Civil Aviation Department, Government of Haryana/ HADC, a fee amounting to Premium with prescribed rate as below.

- (a) Concessionaire shall pay ₹ _____ (Amount in words) plus taxes as minimum Built-up Space usage concession fee, on a monthly basis to Civil Aviation Department, Haryana/ HADC on or before the 10th of each calendar month, for utilization of spaces at Hisar Airport as mentioned above at Clause (2.1) of this Agreement.
- (b) Operating cost on actual usage of utilities (e.g., Electricity, Water, Housekeeping, and Security if applicable) which is to be paid monthly along with the above-stated Concession Fee during the entire concession agreement period.
- (c) Payment of other applicable charges as stated in Clause 3.5 to 3.7 of this Agreement.

3.2 Security Deposit.

3.2.1 The total security deposit will amount to Rs 01.15 Cr. At the time of awarding the project, the concessionaire is required to deposit this security deposit which can be made through a Demand Draft (DD) favoring Advisor, Civil Aviation Department, Government of Haryana/ MD, HADC, payable at Chandigarh, or via a Performance Bank Guarantee from a scheduled bank (Form-7).

3.2.2 The selected bidder is mandated to maintain this security deposit of ₹ 01.15 Crores throughout the entire concession agreement period.

3.3 To undertake refurbishment/ development works inside the Hangar and office spaces, the Concessionaire will be allowed for the Gestation period from the date of submission of the Security Deposit by the Concessionaire.

3.4 **Gestation period.**

The “Gestation Period or Development Period” means the period commencing from the date of submission of **Security Deposit** to One Eighty days (180th days) or from the date of submission of **Security Deposit** to the commencement of commercial/operational activities, whichever is earlier, will be provided to the Concessionaire (unless extended by the Authority). During this “**Gestation Period**” the Concession fee/space rentals will not be levied from the concessionaire.



3.5 Landing and Parking Charges.

3.5.1 Aircraft landing and parking charges will be applied according to the stipulated by Civil Aviation Department, Govt. of Haryana/ HADC which is based on DGCA AIC 06/2023 dated 29th April 2023 and is subject to revision from time to time by DGCA.

3.5.2 No housing charges will be applicable for aircraft parked in the allotted Hangar Space. However, if an aircraft parked in the Concessioner's Hangar space needs to be parked in the Apron for repair, such parking will be permitted with the approval of the Airport Operations Department, subject to availability of parking space at the Apron and **no parking charges** shall be levied in such cases.

3.6 Utility Service Charges.

3.6.1 The Civil Aviation Department, Haryana/ HADC will provide connectivity for utility services for water, electricity, IT and communication cables networks and sewerage, Access control security, access roads and will also provide utilization of common areas and its maintenance.

3.6.2 The Concessionaire is required to pay the charges for the water, electricity IT and communication services as per their usage and actual bills.

3.6.3 During the Gestation period, the concessionaire is required to pay for the Water and Electricity charges @ ₹ 25000/month for a period till a separate meter is installed. After installation of meters for Electricity and Water charges shall be charged as per actual bills.

3.7 The following additional charges, as applicable, to be paid by the Concessionaire.

(a)	Documentation/ Legal process charges for the execution of agreement.
(b)	Applicable Stamp Duty leviable on each document.
(c)	During the rent free /gestation period of 6 months, taxes if any applicable must be paid by the concessionaire.
If in case applicable at appropriate stage.	
(d)	Charges for the registration of any document under The Indian Registration Act.
(e)	Fees and charges as applicable including Development Charges to local/state Municipal Authority along with the application for permission to erect any new buildings or facilities.
(f)	Utility charges as payable to the Municipal Corporation, PHED or any other Department for new connections (i.e., for Water Supply, Sewerage & Power Supply etc.)
(g)	Any other taxes leviable on the plot in addition to the tendered space will also be paid by the concessionaire.



(h)	All rates, taxes, charges, claims and outgoings including electricity and water charges chargeable against the Concessionaire or occupier in respect of the said land, or any building erected thereon.
(i)	The Land Revenue and Cess assessed, or which may be assessed on the land if any developed further by the Concessionaire with the approval of authority.
(j)	Charges for repairs and rectification of any damages in Hangar space to be borne by the concessionaire during the occupancy or validity of agreement.

4. **Payment Account.**

The Concession Fee as mentioned at Clause 3.1 of this Agreement, shall be paid by the Concessionaire. Each payment due from concessionaire shall be paid to Advisor, Civil Aviation Haryana/ MD HADC, in current account No. _____ (Bank Name, Sector-17 Chandigarh), by wire transfer or bank draft in favour of the Civil Aviation Department, Government of Haryana or such other account as may be designated in writing from time to time by Civil Aviation Department, Haryana/ HADC to concessionaire by the 10th of each calendar month.

5. **Rental/Lease Tenure.**

The tenure for allotment of Built-up Space on concession fee payment basis will be for a period of **15 (fifteen) years** from the date of execution of the Agreement. This period can be extended for another **05 (five) years** upon mutual agreement between the Civil Aviation Department/ HADC and the Concessionaire, in accordance with the terms and conditions of this "Agreement" (*or with revised terms and condition as mutually agreed between both the parties*).

6. **Annual Escalation.**

The concession fee for the allotment of Built-up spaces at Hisar airport will be subject to escalation of 5 % per annum, which will be applied after the end of third (3rd) year from the date execution of this concession Agreement.

7. **Liabilities.**

7.1 **Concessionaire Liability** : Subject to agreement, as between concessionaire and Civil Aviation Department, Government of Haryana/ HADC (and their respective employees, servants and agents), concessionaire alone shall bear the responsibility there may be for any cost, expense, loss, liability or damage suffered for incurred by any user(s) at the Airport or any other Person(s) or otherwise and arising out of or in connection with setting up and maintaining the Maintenance, Repair and Overhaul (MRO) facility without recourse to Civil Aviation Department, Government of Haryana/ HADC (or any of its respective employees, agents and/or servants) to the extent that such cost, expense, loss, liability or damage arises as a result of the negligence of concessionaire (and its employees, servants and agents).



- 7.2 Neither the Civil Aviation Department, Government of Haryana/ HADC nor its successors and assigns shall be liable for any special, indirect, incidental or consequential damages arising out of or in connection with this Concession Agreement.
- 7.3 **Civil Aviation Department, Government of Haryana/ HADC Liability:** Civil Aviation Department, Government of Haryana/ HADC and concessionaire shall be obliged to give information to the other party, if any legal proceeding is initiated in any court or tribunal against them relating to this Concession Agreement.

8. **Terms and Conditions of the Agreement.**

- 8.1 The concessionaire shall comply with the requirements laid down by the Director General of Civil Aviation (DGCA), Ministry of Civil Aviation, Government of India and Civil Aviation Department, Haryana/ HADC from time to time.
- 8.2 The concessionaire shall obtain requisite clearances of operational safety and other aspects from Director General of Civil Aviation (DGCA) and other respective regulators (e.g., BCAS etc.), before commencement of aircraft maintenance, repair and overhaul operations from Hisar Airport and the Civil Aviation Department, Haryana/ HADC shall in no way be responsible for procuring them for the Maintenance Repair and Overhaul facility at Hisar airport.
- 8.3 The Civil Aviation department, Haryana shall issue a letter of intent (LoI)/ NOC to the Concessionaire to facilitate obtaining the required Licenses/approvals etc.
- 8.4 The Concessionaire shall have its own arrangements for the safety and security of its assets and equipment. Also, the concessionaire shall ensure adherence to all Civil Aviation safety and security norms for conduct of smooth aircraft maintenance and associated flying operation as per Director General of Civil Aviation (DGCA) or latest guidelines issued by Director General of Civil Aviation, (DGCA) and Bureau of Civil Aviation Security (BCAS) from time to time.
- 8.5 The concessionaire shall have their own arrangements for security other than security provided by the State Government shall provide essential security of the airstrip boundaries during the agreement period.
- 8.6 The Concessionaire shall obtain appropriate insurance cover for all the facilities, equipment and staff. It shall also undertake comprehensive insurance for covering all types of risk including third party.
- 8.7 The Civil Aviation Department, Haryana/ HADC shall not be liable for any claims arising from out of the operation of aircraft maintenance and associated activities its airfield in relation to any incident/accident involving any financial or legal liability pertaining to the life and property of anyone.



- 8.8 The services and infrastructure related to Fire Safety, Ambulance, Air Traffic Control and Watchtower and Boundary wall etc. shall be provided by Civil Aviation Department, Haryana/ HADC.
- 8.9 The Civil Aviation Department will coordinate with the respective departments for providing connectivity of water, electricity, and sewerage utilities. But ensuring the availability of healthy Drinking water, adequate sanitation and other preliminary facilities shall be responsibility of the concessionaire.
- 8.10 The airport shall be used by the concessionaire only for imparting aircraft maintenance, repair, overhaul and associated activities including aircraft maintenance related training activities permitted by the Director General of Civil Aviation and no one else. The control and complete ownership of the airfield would remain with the Government of Haryana and no one else.
- 8.11 The Institute shall have no legal right to object to the use of the airport for other purposes related to other commercial/recreational aviation activities by other aeronautical as may be permitted by the Authority from time to time.
- 8.12 When multiple operators are imparting flying operations from the airport, the Civil Aviation Department, Haryana/ HADC (as an Aerodrome Operator) would undertake to coordinate the use of the airspace and ground space at the airfields through appropriate administrative/technical arrangements.
- 8.13 State or Union Government aircraft/VVIP (Very Very Important Person) /VIP (Very Important Person) aircraft landing/takeoff/ movement shall always have precedence over other flying and associated aircraft operations at Hisar Airport.
- 8.14 The concessionaire shall not be permitted for other Non-Aeronautical and Commercial activities from the allotted Hangar space until the approval of Civil Aviation Department, Govt. of Haryana/HADC is obtained for such any other activities.
- 8.15 The Civil Aviation Department, Haryana/ HADC may allow the use of the existing hangars / other facilities at the airfields at its discretion for other aeronautical activities such as Flying Training, Sub Parking or MRO by other operators.
- 8.16 If the Concessionaire needs to expand its facilities and there is no spare capacity in the existing facilities, or if such additional requirement cannot be provided by the department, the concessionaire shall be allowed to set up such facilities at their own cost on the airport premises with approval from the Authority. In such cases, the allotment of additional spaces other than Built-up Spaces, i.e., unpaved space, will be allotted on payment of additional charges as per the rates stipulated by the Civil Aviation Department. The department may finalize the rate for such unpaved space in alignment with the rate of escalation quoted by the concessionaire for the built-up space over and above the reserved price of the built-up space in the RFP process.



- 8.17 In the case as stated at Clause 8.16, the Concession Fees as agreed upon in this agreement will remain unchanged, and the concessionaire is responsible for any additional applicable charges. If the concessionaire constructs hangars and other structures, at the end of the concession period, the operator must restore the leased site to its original condition. Alternatively, the structures would stand revert to the Civil Aviation Department, Haryana, at its discretion. The concessionaire is obliged to maintain the facilities at its own expense and use them strictly in accordance with the terms and conditions of this agreement.
- 8.18 The Radio Telephony Communication from ground to air, if required by the Concessionaire shall be the responsibility of the concessionaire itself and necessary clearance from respective authorities shall be obtained. However, such clearance shall be shared with the Civil Aviation Department, Haryana/ HADC prior to commencement of operations.
- 8.19 The Civil Aviation Department, Haryana/ HADC reserves the right to allow any other operator to utilize the airport for the above proposal and the decision of the Civil Aviation Department, Haryana/ HADC shall be binding to the concessionaire.
- 8.20 The Concessionaire shall carry out its business and affairs with due diligence and efficiency and in accordance with sound international financial and commercial standards and practices and shall fully account for all aspects of its business by preparing financial statements and delivering them to the Civil Aviation Department, Haryana/ HADC and the Regulatory Authority as follows: -
- (a) at the end of each financial year, the concessionaire shall prepare and submit to the Civil Aviation Department, Haryana/ HADC the Concessionaire's balance sheet, a profit and loss account and a statement of cash flow drawn up in accordance with generally accepted international accounting practices and applicable Indian corporate law and certified by qualified corporate auditors registered in India
 - (b) the concessionaire shall prepare and submit to the Civil Aviation Department, Haryana/ HADC and to the Regulatory Authority (as applicable) a quarterly statement of the concessionaire's revenues and disbursements, expected trends for the next quarter, progress concerning current investment and proposed additional investments
 - (c) the concessionaire shall prepare for submission to the Civil Aviation Department, Haryana/ HADC and Regulatory Authority such other information on the financial position of the Company as the Civil Aviation Department, Haryana/ HADC and the Regulatory Authority may from time-to-time reasonably request to monitor compliance with the Applicable Regulations and with this Agreement. At the end of each financial year, in case the Civil Aviation Department, Haryana/ HADC appoints its own qualified auditor to verify the information provided by the concessionaire at its own expense, pursuant to Clause 8.20 (a), the concessionaire shall provide all reasonable assistance to such auditor.



- 8.21 The Concessionaire shall not sub-let any of the project/activities permissible under the provision of this agreement without taking consent from Civil Aviation Department, Haryana/ HADC.
- 8.22 The Civil Aviation Department, Haryana/ HADC shall have the right to inspect or get inspected the buildings/ facilities/plant and machinery of the Institute –owned or leased at any time.
- 8.23 The Concessionaire is required to furnish details of the manpower deployed at the Maintenance, Repair, and Overhaul (MRO) facility, including the hierarchical setup. Any changes in this setup or replacement of resources must be substantiated with equivalent or higher educational qualifications and professional experience. The Concessionaire is obligated to share information regarding such replacements with the Civil Aviation Department, Haryana/HADC.

9. **Term of Agreement.**

This Agreement shall come into effect from the date of signing of this Agreement, between both the Parties and shall remain valid for **15 (fifteen)** years from the date of the signing of the Agreement. The Agreement may be further extended for a period of another **05 (five)** years by mutual consent of both the Parties.

10. **Liquated Damages**

10.1 In case of delay in delivery / non-performance / failure to perform according to the RFP, the Civil Aviation Department, Haryana/ HADC shall have the power to withhold payments / impose penalties / take penal action as deemed fit. The department in such case may:

- a) Impose Penalties for any below activities along with applicable penalty.

Sr.	Conduct	Penalty
(i)	Uses of hangar space other than Aeronautical purposes uses.	Equal to 1% of total value of the contract.
(ii)	Non – Compliance of laid down rules and regulation for Airside hangar operation.	Equal to 1% of total value of the contract.
(iii)	Any hazardous/unlawful activity.	Equal to 1% of total value of the contract and termination of contract.
(iv)	Non- Payment/ Delay in timely payment of Rent.	Equal to 1% of total annual value of the Concession Fee Per day for each day of delay in payments.

- b) Terminate the agreement by giving 30 days' notice.



11. Performance Parameters for Concessionaire.

- 11.1 It is expected that the successful bidder shall deploy adequately skilled and trained staff for MRO services, operation, maintenance, training, and any other associated activities in Hangar space.
- 11.2 The Concessionaire should not default on rent payment as per agreed schedule.
- 11.3 The Concessionaire shall commence its operation within a minimum of six months after signing the agreement.
- 11.4 The Concessionaire must have its office registered in the State of Haryana, within six months of the Letter of Award.
- 11.5 The Concessionaire must abide by the terms and condition as stated in the mutually agreed Agreement and in this document.
- 11.6 In case of non-payment of concession fee on-time or any imposed penalty, the outstanding amount must be settled within the given period or the same will be debited from the Concessionaire's security deposit. In such case, the concessionaire is required to replenish the security amount by depositing the deficient amount within the timeframe provided by the authority.

12. Termination of Agreement

- 12.1 The agreement can be terminated by either Party by giving notice of 06 (six) months period to the other Party.
- 12.2 If the Civil Aviation Department, Haryana/ HADC seeks to revoke the agreement, in that event, the Civil Aviation Department Government of Haryana/HADC, shall pay to the concessionaire the cost of structures raised (if any) by the concessionaire as assessed by an auditor/surveyor jointly appointed by the Parties (Cost of which shall be shared equally). Besides, outstanding deposits of security fees and other balances held by the Civil Aviation Department, Government of Haryana/HADC, shall also be returned within 30 working days from the date of termination.
- 12.3 The concessionaire seeks to terminate the agreement prematurely (except in the event of Force Majeure persisting for a period of more than 90 days), the concessionaire shall pay the Concession Fee for a period of 6 months (including the period of 6 months of Notice Period), to the Government of Haryana, Civil Aviation Department, Haryana/ HADC.



13. Dispute Redressal/ Resolution: -

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

13.2 Amicable Settlement: - In the event of any dispute arises between the Parties, either Party may call upon the other Party to resolve the issue raised in the Dispute and arrive at an amicable settlement thereof. Each Party shall nominate a responsible person to resolve the issue through an amicable settlement within a period of 30 (thirty) days.

14. Arbitration

14.1 Any dispute which is not resolved amicably, as provided above, shall be finally decided by reference to arbitration through an Arbitral Tribunal comprising of Sole Arbitrator to be mutually appointed by the Parties, and if not agreed within 30 (thirty) days, as per the provisions of the Arbitration and Conciliation Act, 1996 (Central Act, 26 of 1996) and any subsequent amendment thereto. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

14.2 The place of arbitration shall be Chandigarh and the language of the arbitration shall be English.

14.3 Arbitration Awards to be binding.

- a) The concessionaire and the Civil Aviation Department, Haryana/ HADC, undertake to implement any decision or award of the arbitrators (the “Award”) without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- b) The concessionaire and the Civil Aviation Department, Haryana/ HADC, agrees that an award may be enforced against the said parties as the case may be.
- c) This Agreement, rights, and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

15. Jurisdictions

The Parties hereby agree that in case of any dispute under this Agreement the Civil Court at Chandigarh shall have exclusive jurisdiction to hear such dispute.



16. Force Majeure

16.1 For the purpose of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of concessionaire, and which makes concessionaire's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemic, pandemic or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the concessionaire invoking Force Majeure to prevent), confiscation by government agencies.

16.2 Force Majeure shall not be included.

- a) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor
- b) any event which a diligent Party could reasonably have been expected to both.
 - (i) take into account at the time of the conclusion of this Agreement, and
 - (ii) avoid or overcome in the carrying out of its obligations hereunder.

16.3 Force Majeure shall not include the insufficiency of funds or failure to make any payment required hereunder.

17. NOTICES

17.1 Any notice or other communication to be given by a Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall in the case of the concessionaire, be marked for the attention of the person set out opposite the corresponding signature below or to such other address marked for such other attention as the concessionaire may from time to time designate by notice to the Civil Aviation Department, Haryana/ HADC. In the case of the Civil Aviation Department, Haryana/ HADC, it shall be given by letter and be addressed to "The Advisor Civil Aviation Department, Haryana/ Managing Director, Haryana Airports Development Corporation,".

17.2 The language for the notices shall be "English".

17.3 Copies of all notices shall also be sent/given by one Party to the other under this Agreement shall be sent to the other Party in writing or by cable, e-mail, by registered acknowledgement due pre-paid post or courier facsimile and confirmed in writing to the other Party's address are as follows.



The concessionaire's addresses for notice purposes is:

With a Copy to Head of Legal and Company Secretary

Attn: _____

Address for Civil Aviation Department, Haryana/ HADC, for notice purposes is:

The Advisor, Civil Aviation Department (MD, HADC)
Civil Aviation Department Haryana, 3rd Floor,
30 Bays Building, Sector 17-B, Chandigarh - 160017

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth above.

Representative of 1st Party

Signature

Name:

Designation:

Date

(For and on behalf of the

Government of Haryana)

Representative of 2nd Party

Signature

Name:

Designation:

Date

(For and behalf of the

firm duly authorized)

SIGNATURE OF WITNESS No 1

Signature:

Name:

Designation:

Address:

Date:

Place:

SIGNATURE OF WITNESS No 2

Signature:

Name:

Designation:

Address:

Date:

Place: