



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No. AAI/OPS/GHS/10/CK/2020/18

Date: 12.01.2021

To,

M/s LAS Ground Force Pvt. Ltd.
301, The Glacis Tower, Above IndusInd Bank,
Linking Road, Khar West,
Mumbai-400052

Sub: Letter of Intent to Award (LOIA) for Concession for Ground Handling Services at Chennai Airport, to the consortium of M/s LAS Ground Force Pvt. Ltd. & M/s Gold Air Handling SA.

Ref: 1. E-bid invitation no.: 2020_AAI_41227_1 dated 6th March 2020.
2. Your technical bid dated opened on 14.08.2020 and financial bid dated opened on 04.11.2020 through CPP portal.

Kind Attn: Mrs. Humin B. Daver, Authorized Signatory on behalf of consortium of M/s LAS Ground Force Pvt. Ltd. & M/s Gold Air Handling SA.

Madam,

1. This has reference to your submission of Bid on 31.07.2020. The Competent Authority is pleased to accept your offer quoted MAG₁ at INR Rs. **27,11,17,755.00** (Rupees Twenty-Seven Crore Eleven Lakhs Seventeen Thousand Seven Hundred and Fifty-Five only) inclusive of all taxes except GST for the first year for providing Ground Handling Services at Chennai Airport.
2. This is a non-exclusive Concession for providing Ground Handling services to Chennai Airport is for a period of 10 years from the Commercial Operations Date (COD). AAI reserves its right to select additional 3rd party ground handling agency through bidding process as and when it deems fit as per Applicable Law.
3. Airports Authority of India ("AAI"), hereby declares to the consortium of M/s LAS Ground Force Pvt. Ltd. & M/s Gold Air Handling SA as the **"Selected Bidder"** (hereby now referred as **You**) within the meaning of the RFP document for the implementation of the Project, subject to the fulfilment of terms and conditions of the RFP document and the Concession Agreement including the obtaining of requisite security clearance as per Applicable Laws.
4. You are advised to extend the validity of Bid Security Bank Guarantee for 90 days w.e.f. 27.01.2021 (as already instructed via email). If failed, AAI have sole discretion to cancel the LOIA.

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5. You are advised to submit the duplicate copy of LOIA along with undertaking enclosed in acknowledgement and acceptance of all the terms and conditions of this LOIA duly signed within 7 (seven) days of issue of this LOIA.
6. You shall incorporate a **Special Purpose Vehicle (SPV)** under the (Indian) Companies Act, 2013 (the "**Concessionaire**"), within 30 (thirty) days from the date of issue of LOIA. The SPV is to be registered in Chennai, Tamil Nadu. For entering into the Concession Agreement with AAI and for performing all its obligations under the RFP document and as the Concessionaire in terms of the Concession Agreement for the Project;
 - (i) You shall submit for the performance of obligations hereunder no later than 45 (forty-five) days from the date of issue of LOIA or signing of the Agreement whichever is earlier, an irrevocable unequivocal and unconditional guarantee from a scheduled commercial bank (other than cooperative scheduled bank) in India in favour of 'Airports Authority of India' Payable at Chennai Airport, Chennai for a sum equivalent to 83 (Eighty Three) percent of the Minimum Annual Guarantee for the first year (MAG₁) quoted **i.e Rs. 22,50,27,737/- (Rupees Twenty-Two Crore Fifty Lakhs Twenty-Seven Thousand Seven Hundred and Thirty-Seven only)** including all taxes except GST. The validity of the bank guarantee should be for a period of 18 months from the date of its issue, as per the terms and conditions of the RFP document and the Concession Agreement.
 - (ii) You/SPV shall obtain requisite Security Clearance as per the timelines provided in the RFP/Concession Agreement.
 - (iii) This LOIA shall be deemed as Letter of Award (LOA) on the date of receipt of requisite Security Clearance as per Applicable Laws.
 - (iv) You shall ensure the execution and delivery of the Concession Agreement through SPV within 7 (Seven) days from the LOA.
 - (v) The SPV shall submit one-month advance license fee of quoted MAG₁ i.e **Rs. 2,25,93,146/- (Rupees Two Crore Twenty-Five Lakhs Ninety-Three Thousand One Hundred and Forty-Six only)** including all taxes except GST in the office of Airport Director, Chennai Airport before commencement of operation.
7. In the event, You/SPV fail to comply with the terms of the RFP document and/or the Concession Agreement including the terms and conditions as stated above, AAI shall forfeit the Bid Security or Performance Security, as the case may be, in accordance with the terms of the Concession Agreement and the RFP document and AAI also have sole discretion to cancel the LOIA, LOA or the Concession Agreement as the case may be.



8. You/SPV shall comply with all other requirements as set out in the RFP document and for all purposes, the conditions of the RFP, Corrigendum's and Concession Agreement document form the part of this LOIA and shall be read as part of this LOIA. You/SPV shall not be entitled to seek any changes in the Concession Agreement and shall have to agree to abide by and be bound by the terms of the RFP document, Corrigendum's and the Concession Agreement.
9. If You/SPV fail to comply with the above or fails to get the security clearance as per the timelines provided in the RFP/Concession Agreement or fails to get the Concession Agreement executed within the period as prescribed above, then this LOIA or LOA, as the case may be, shall automatically cease to exist and You shall not be entitled to and shall be considered to have forgone all its rights, benefits and interests under the LOIA or LOA. In such event, AAI shall forfeit the Bid Security or Performance Security, as the case may be, in accordance with the terms of the Concession Agreement and the RFP document. Unless otherwise defined herein, all capitalized terms herein, shall have the meaning ascribed to it in the RFP document.
10. You/SPV are required to submit the undertaking enclosed i.r.o. the verification of credentials/experience certificate submitted by you to be eligible as per technical criteria. Documents submitted by You/SPV, is found to be forged /false at any stage, AAI have sole discretion to cancel the LOIA and You/SPV shall be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against your company/firm as deemed fit by AAI.
11. You are advised to contact immediately to the Airport Director, Chennai Airport i.e the Authority's Representative for further execution of the above-mentioned steps in this LOIA.

Yours faithfully,



(Anil Kumar Rai)

General Manager (Ops)

**for and on behalf of Chairman
Airports Authority of India**

अनिल कुमार राय / ANIL KUMAR RAI
महाप्रबंधक (प्रवाहन) / General Manager (Operations)
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
'सी' ब्लॉक, राजीव गांधी मार्ग / 'C' Block, Rajiv Gandhi Marg
सफदरजंग इस्टेट, नई दिल्ली-110003 / Safdarjung Estate, New Delhi-110003

UNDERTAKING (on agency Letter head)

I/We (Name of the company/consortium)
..... hereby undertake that in case the
experience certificates issued by (Name of airlines) or any
other document submitted by me/us, is found to be forged /false at any stage,
I/We may be debarred from AAI for taking participation in all future AAI works
& any other suitable action may be taken against our company/firm as deemed
fit by AAI.

Signature of Director of the company /firm





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No.AAI/OPS/GHS/10/CK/2020/ 17

Date: 11.01.2021

To,

M/s Indo Thai Airport Management Services Pvt. Ltd.
5, JBS Halden Avenue Silver Arcade,
2nd Floor, Room No. 52
Kolkata – 700105.

Sub: Letter of Intent (LOIA) for Concession for Ground Handling Services at NSCBI Airport, Kolkata to M/s Indo Thai Airport Management Services Pvt. Ltd.

Ref: 1. E-bid invitation no. : 2020_AAI_41227_1 dated 6th March 2020.
2. Your technical bid dated opened on 14.08.2020 and financial bid dated opened on 04.11.2020 through CPP portal.

Kind Attn: Shri Vikas Ladia, Director, M/s Indo Thai Airport Management Services Pvt. Ltd.

Sir,

1. This has reference to your submission of Bid on 31.07.2020. The Competent Authority is pleased to accept your offer quoted MAG₁ at INR Rs. **18,36,00,000.00** (Rupees Eighteen Crore Thirty-Six Lakhs only) inclusive of all taxes except GST for the first year for providing Ground Handling Services at Kolkata Airport.
2. This is a non-exclusive Concession for providing Ground Handling services to NSCBI Airport, Kolkata is for a period of 10 years from the Commercial Operations Date (COD). AAI reserves its right to select additional 3rd party ground handling agency through bidding process as and when it deems fit as per Applicable Law.
3. Airports Authority of India ("AAI"), hereby declares M/s Indo Thai Airport Management Services Pvt. Ltd. as the "**Selected Bidder**" (hereby now referred as **You**) within the meaning of the RFP document for the implementation of the Project, subject to the fulfilment of terms and conditions of the RFP document and the Concession Agreement including the obtaining of requisite security clearance as per Applicable Laws.
4. You are advised to extend the validity of Bid Security Bank Guarantee for 90 days w.e.f. 27.01.2021 (as already instructed via email). If failed, AAI have sole discretion to cancel the LOIA.
5. You are advised to submit the duplicate copy of LOIA in acknowledgement and acceptance of all the terms and conditions of this LOIA duly signed within 7 (seven) days of issue of this LOIA.
6. You shall incorporate a **Special Purpose Vehicle (SPV)** under the (Indian) Companies Act, 2013 (the "**Concessionaire**"), within 30 (thirty) days from the date of issue of LOIA. The SPV is to be registered in the respective city where awarded Airport is located. For entering into the Concession Agreement with AAI and for performing all its obligations under the RFP document and as the Concessionaire in terms of the Concession Agreement for the Project;

(Signature)

- (i) You shall submit for the performance of obligations hereunder no later than 45 (forty-five) days from the date of issue of LOIA or signing of the Agreement whichever is earlier, an irrevocable unequivocal and unconditional guarantee from a scheduled commercial bank (other than cooperative scheduled bank) in India in favour of 'Airports Authority of India' Payable at NSCBI Airport, Kolkata for a sum equivalent to 83 (Eighty Three) percent of the Minimum Annual Guarantee for the first year (MAG₁) quoted i.e **Rs. 15,23,88,000/- (Rupees Fifteen Crore Twenty-Three Lakhs Eighty-Eight Thousand only)** including all taxes except GST. The validity of the bank guarantee should be for a period of 18 months from the date of its issue, as per the terms and conditions of the RFP document and the Concession Agreement.
 - (ii) You/SPV shall obtain requisite Security Clearance as per the timelines provided in the RFP/Concession Agreement.
 - (iii) This LOIA shall be deemed as Letter of Award (LOA) on the date of receipt of requisite Security Clearance as per Applicable Laws.
 - (iv) You shall ensure the execution and delivery of the Concession Agreement through SPV within 7 (Seven) days from the LOA.
 - (v) The SPV shall submit one-month advance license fee of quoted MAG₁ i.e Rs. 1,53,00,000/- (Rupees One Crore Fifty-Three Lakhs only) including all taxes except GST in the office of Airport Director, NSCBI, Kolkata before commencement of operation.
7. In the event, You/SPV fail to comply with the terms of the RFP document and/or the Concession Agreement including the terms and conditions as stated above, AAI shall forfeit the Bid Security or Performance Security, as the case may be, in accordance with the terms of the Concession Agreement and the RFP document and AAI also have sole discretion to cancel the LOIA, LOA or the Concession Agreement as the case may be.
8. You/SPV shall comply with all other requirements as set out in the RFP document and for all purposes, the conditions of the RFP, Corrigendum's and Concession Agreement document form the part of this LOIA and shall be read as part of this LOIA. You/SPV shall not be entitled to seek any changes in the Concession Agreement and shall have to agree to abide by and be bound by the terms of the RFP document, Corrigendum's and the Concession Agreement.
9. If You/SPV fail to comply with the above or fails to get the security clearance as per the timelines provided in the RFP/Concession Agreement or fails to get the Concession Agreement executed within the period as prescribed above, then this LOIA or LOA, as the case may be, shall automatically cease to exist and You shall not be entitled to and shall be considered to have forgone all its rights, benefits and interests under the LOIA or LOA. In such event, AAI shall forfeit the Bid Security or Performance Security, as the case may be, in accordance with the terms of the Concession Agreement and the RFP document. Unless otherwise defined herein, all capitalized terms herein, shall have the meaning ascribed to it in the RFP document.



10. You are advised to contact immediately to the Airport Director, NSCBI Airport, Kolkata i.e the Authority's Representative for further execution of the above mentioned steps in this LOIA.

Yours faithfully,



(Anil Kumar Rai)

General Manager (Ops)

**for and on behalf of Chairman
Airports Authority of India**



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No.AAI/OPS/GHS/10/CK/2020/

Date: 04.05.2021

Without Prejudice

To,

M/s LAS Ground Force Pvt. Ltd.,
301, Bhavya Plaza, 5th Road,
Station Road, Khar (West),
Mumbai-400052

Sub: Cancellation of Letter of Intent to Award (LOIA) issued for Concession for Ground Handling Services at Chennai Airport to the consortium of M/s LAS Ground Force Pvt. Ltd. & M/s Gold Air Handling SA.

LOIA No: - AAI/OPS/GHS/10/CK/2020/18 dated 12.01.2021.

Ref: 1. Show Cause Notice No. AAI/CHENNAI/OPS/GHS/LAS/2021/82 dated 24.03.2021.
2. E-bid invitation no.: 2020_AAI_41227_1 dated 06th March 2020.
3. Your technical bid opened on 14.08.2020 and financial bid opened on 04.11.2020 through CPP portal.

Kind Attn: Mrs. Humin B. Daver, Authorized signatory on behalf of consortium of M/s LAS Ground Force Pvt. Ltd. and M/s Gold Air Handling S.A.

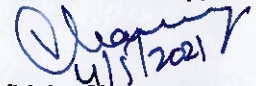
Madam,

1. Kindly refer to LOIA/RFP for the work "Concession for Ground Handling Services at Chennai Airport" and your participation therein. Your attention is further drawn to this office Letter of Intent to Award (referred above) for the subject contract.
2. Vide aforesaid letter, You/SPV were advised to complete formalities as stipulated in LOIA/RFP including submission of Performance Security/Security Deposit amount **Rs. 22,50,27,737 (Rs. Twenty-Two Crores Fifty Lakhs Twenty-Seven Thousand Seven Hundred and Thirty-Seven only)** within 45 days of issue of LOIA or signing of the Agreement whichever is earlier. However, You/SPV have failed to remit the same within the time limit.
3. You/SPV were also served a show cause notice in this regard by the office of Authority's Representative Office letter no. AAI/CHENNAI/OPS/GHS/LAS/2021/82 dated 24.03.2021 which has not been replied to the satisfaction of the undersigned/Authority's Representative by the date specified in the show cause notice.

 Contd...

4. Therefore, in accordance with provisions stipulated under LOIA clause 7, non-submission of Performance guarantee within stipulated time period has resulted in violation of LOIA conditions. As such, LOIA issued to you vide letter referred above stands Cancelled and Bid Security remitted by you for the said contract stands forfeited. Further AAI reserves its right to undertake any other penal action against you within the provisions of NIT.

Yours Sincerely,



(V.A. Chourey)

Executive Director (Ops)

**for and on behalf of Chairman
Airports Authority of India**

Signature Not Verified

Digitally signed by AVIJIT DEV

Date: 2021.12.31 11:42:06 IST

Location: eProcurement System for Central PSUs