



No. AAI/OP-12018/8/2022-Operations/407

Date: 18.11.2022

To,

M/s Celebi Airport Services India Pvt. Ltd.
Room no. CE - 01, Import Building 2,
International Cargo Terminal, IGI Airport,
New Delhi - 110037

Sub: Letter of Intent to Award (LOIA) for Concession for Ground Handling Services at Chennai Airport, Chennai to M/s Celebi Airport Services India Pvt. Ltd.

References:

1. E-bid invitation no.: 2022_AAI_126701_1 dated 25th August 2022.
2. Your technical bid dated opened on 06.10.2022, financial bid opened on 07.11.2022 and electronic online forward bidding held on 10.11.2022 through CPP portal.

**Kind Attn: Mr. Andy Dias, Commercial Director (Authorized Signatory)
on behalf of M/s Celebi Airport Services India Pvt. Ltd.**

Sir,

1. This has reference to your submission of Bid on 26.09.2022. I am pleased to inform that the Competent Authority has accepted your offer of quoted MAG at **INR Rs. 31,00,00,000.00** (Rupees Thirty-One Crore only) excluding applicable taxes (GST etc.). MAG will be escalated at 20% on completion of every five years for providing Ground Handling Services at Chennai Airport, Chennai.
2. This is a non-exclusive Concession for providing Ground Handling services to Chennai Airport, Chennai 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 Celebi Airport Services India Pvt. Ltd. as the **"First Selected Bidder"** (hereby now referred as **You**) within the meaning of the RFP document, subject to the fulfilment of terms and conditions of the RFP document and the Concession Agreement including obtaining of requisite security clearance as per Applicable Laws.
4. 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 10 (ten) days of issue of this LOIA to Airport Director, Chennai Airport, Chennai.

[Signature]

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5. 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/SPV 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 for a sum equivalent to 10 (Ten) months of the Minimum Annual Guarantee for the first year (MAG) quoted i.e **Rs. 25,83,33,333/- (Rupees Twenty-Five Crore Eighty-Three Lakh Thirty-Three Thousand Three hundred and thirty-three only)** excluding applicable taxes (GST etc.). 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. For subsequent years, the amount & validity of the Bank Guarantee will be derived based on the provisions in the RFP/Concession Agreement.
 - (ii) The 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 issue of requisite Security Clearance as per Applicable Laws.
 - (iv) You shall ensure the execution and delivery of the Concession Agreement through SPV within 15 (Fifteen) days from the LOA.
 - (v) The SPV shall submit one-month advance license fee of quoted MAG i.e Rs. 2,58,33,333/- (Rupees Two Crore Fifty-Eight Lakh Thirty-three Thousand Three Hundred Thirty-three only) excluding applicable taxes (GST etc.) in the office of Airport Director, Chennai Airport, Chennai before commencement of operation at site.
6. 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.
7. 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.



8. 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, Airport Director, Chennai may cancel the same 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.
9. You/SPV are required to submit the undertaking enclosed i.r.o. the verification of credentials/experience certificate/ compliance of NIL outstanding dues for the intervening period (undisputed ones) 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.
10. You are advised to contact immediately to the Airport Director, Chennai Airport, Chennai i.e the Authority's Representative for execution of the above-mentioned steps in this LOIA and further action as per RFP/Concession Agreement.

Ends:- Alq

Yours Sincerely,

Chandra Pratap Dwivedi
10.11.2022

(Chandra Pratap Dwivedi)
General Manager (Ops)
For Executive Director (Ops)

चन्द्र प्रताप द्विवेदी / Chandra Pratap Dwivedi
महप्रबंधक (प्रवाहान) / General Manager (Ops.)
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
नि.मु., राजीव गांधी भवन / CHQ, Rajiv Gandhi Bhawan
सफ्दरजंग हवाई अड्डा / Safdarjung Airport
नई दिल्ली-110003 / 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),
compliance of NIL outstanding dues for the intervening period (undisputed
ones) as per Appendix-9C of RFP submitted along with the bid 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





No. AAI/OP-12018/8/2022-Operations/408

Date: 18.11.2022

To,

M/s Globe Ground India Pvt. Ltd.,
E9, Connaught House,
Connaught Place,
New Delhi- 110001

Sub: Letter of Intent to Award (LOIA) for Concession for Ground Handling Services at Chennai Airport, Chennai to M/s Globe Ground India Pvt. Ltd.

References:

1. E-bid invitation no.: 2022_AAI_126701_1 dated 25th August 2022.
2. Your technical bid dated opened on 06.10.2022, financial bid opened on 07.11.2022 and electronic online forward bidding held on 10.11.2022 through CPP portal.
3. Your Consent letter dated 10.11.2022 to Match bid value submitted by H1 Bidder

Kind Attn: Mr. Gaurav Bhatia, Director (Authorized Signatory) on behalf of M/s Globe Ground India Pvt. Ltd.

Sir,

1. This has reference to your submission of Bid on 26.09.2022. I am pleased to inform that the Competent Authority has accepted your offer to match the quoted MAG by the first selected bidder at INR **Rs. 31,00,00,000.00** (Rupees Thirty-One Crore only) excluding applicable taxes (GST etc.). MAG will be escalated at 20% on completion of every five years for providing Ground Handling Services at Chennai Airport, Chennai.
2. This is a non-exclusive Concession for providing Ground Handling services to Chennai Airport, Chennai 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 Globe Ground India Pvt. Ltd. as the **"Second Selected Bidder"** (hereby now referred as **You**) within the meaning of the RFP document, subject to the fulfilment of terms and conditions of the RFP document and the Concession Agreement including obtaining of requisite security clearance as per Applicable Laws.
4. 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 10 (ten) days of issue of this LOIA to Airport Director, Chennai Airport, Chennai.

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5. 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;
- (vi) You/SPV 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 for a sum equivalent to 10 (Ten) months of the Minimum Annual Guarantee for the first year (MAG) quoted i.e **Rs. 25,83,33,333/- (Rupees Twenty-Five Crore Eighty-Three Lakh Thirty-Three Thousand Three hundred and thirty-three only)** excluding applicable taxes (GST etc.). 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. For subsequent years, the amount & validity of the Bank Guarantee will be derived based on the provisions in the RFP/Concession Agreement.
 - (vii) The SPV shall obtain requisite Security Clearance as per the timelines provided in the RFP/Concession Agreement.
 - (viii) This LOIA shall be deemed as Letter of Award (LOA) on the date of issue of requisite Security Clearance as per Applicable Laws.
 - (ix) You shall ensure the execution and delivery of the Concession Agreement through SPV within 15 (Fifteen) days from the LOA.
 - (x) The SPV shall submit one-month advance license fee of quoted MAG i.e Rs. 2,58,33,333/- (Rupees Two Crore Fifty-Eight Lakh Thirty-three Thousand Three Hundred Thirty-three only) excluding applicable taxes (GST etc.) in the office of Airport Director, Chennai Airport, Chennai before commencement of operation at site.
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7. 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.

8. 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, Airport Director, Chennai may cancel the same 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.
9. You/SPV are required to submit the undertaking enclosed i.r.o. the verification of credentials/experience certificate/ compliance of NIL outstanding dues for the intervening period (undisputed ones) 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.
10. You are advised to contact immediately to the Airport Director, Chennai Airport, Chennai i.e the Authority's Representative for execution of the above-mentioned steps in this LOIA and further action as per RFP/Concession Agreement.

Yours Sincerely,

Chandra Pratap Dwivedi
18.11.2022

(Chandra Pratap Dwivedi)
General Manager (Ops)
For Executive Director (Ops)

Ends:- A/A

चन्द्र प्रताप द्विवेदी / Chandra Pratap Dwivedi
महानिदेशक (प्रचालन) / General Manager (Ops.)
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
नि.गु., राजीव गांधी भवन / CHQ, Rajiv Gandhi Bhawan
साफदरजंग हवाई अड्डा / Safdarjung Airport
नई दिल्ली-110003 / 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),
compliance of NIL outstanding dues for the intervening period (undisputed
ones) as per Appendix-9C of RFP submitted along with the bid 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



Signature Not Verified

Digitally signed by MUKESH KUMAR

Date: 2022.11.21 15:31:28 IST

Location: eProcurement System for Central PSUs

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