



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No. AAI/JVC/PPP-II/ Udaipur and Jodhpur/2024/ 513

Date: 30.12.2024

M/s CBRE South Asia Private Limited
19th Floor, DLF Square Building,
Jacaranda Marg, Gurgaon 122002, Haryana.
Email: grrip-india@cbre.com

Kind Attention: Shri Aarohan Mediratta, Associate Director

Subject: Selection of Consultant-Cum-Transaction Adviser (Consultant) for Advising the Authority for Opportunistic Utility of Old Terminal Building at Udaipur and Jodhpur Airports, Rajasthan.

Reference: Tender ID: 2024_AAI_190352_1

: Financial Bid Open on 22.11.2024

Sir,

1. Your proposal for the above said work is hereby accepted on behalf of Chairman, Airports Authority of India for an amount of Rs. 45,00,000/- (Rs. Forty Five Lacs only) inclusive of all taxes excluding applicable GST for a period of 18 months from the date of execution of the Agreement.
2. You are requested to attend the office of Dy. General Manager (JVC/PPP)-II, 3rd Floor, C-Block, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 within 07 days of receipt of this letter to sign and complete the contract agreement on a non-Judicial stamp paper of value Rs. 100 (Rupees one hundred only) and the cost of stamp paper shall be borne by you.
3. The Terms of Reference (TOR) is enclosed as per Annexure-1.
4. Any further correspondence in this connection shall be addressed to General Manager (JVC/PPP)-II.
5. The award will be governed by the terms and conditions stipulated in the agreement.
6. You are requested to furnish the Contract Performance Security as per Agreement Clause-7.
7. The payment shall be governed as per Terms of Reference.
8. Please acknowledge the receipt of this letter as a token of acceptance of the work by tomorrow.

Encls: Annexure-1

Yours faithfully,

(Kamal Kumar Kataria.)

Dy. General Manager (JVC/PPP) -II

30/12/2024

(Schedule -2) Annex -1

Terms of Reference

(Refer Clause 1.2)

(Reproduce Schedule-1 of RFP)

Rep
(Kishor Kataria)
DGM/SIV)
30/12/2024

Schedule – 1
(See Clause 1.2)

Terms of Reference

For

**Selection of Consultant-cum-
Transaction Adviser (Consultant)
for advising the Authority for
opportunistic utility of old terminal
building at Udaipur and Jodhpur
Airports, Rajasthan**


30/11/2024
(Karan Kataria)
DGM/SIU

TERMS OF REFERENCE AND SCOPE OF WORK

BACKGROUND:

1. AAI is constructing a new terminal buildings at Udaipur and Jodhpur Airports, After the commissioning of new terminal buildings, all the services will be transferred from existing terminal buildings to newly constructed terminal buildings and the existing terminal buildings will be decommissioned for normal passengers. Therefore, AAI intends to utilize the decommissioned terminal buildings for provision of innovative services like terminal for General Aviation services, Maintenance, Repair and Overhaul (MRO) services, Guest house/ lounges, ceremonial purposes, restaurants and other non-aeronautical services.
2. To achieve the above objective, AAI seeks the services of Consultant-cum-Transaction Adviser (Consultant) for advising the Authority. The scope of the Consultant includes but not limited to conducting feasibility study, apprising the Project, developing a Financial Model, preparing Bid Documents and assist the Authority in conducting the bid process for the Project (collectively the "Consultancy"). The Consultant would be required to undertake the assignment in two phases in respect of both Udaipur and Jodhpur Airports separately as under:
3. **Phase-I of Consultancy**
 - 3.1 Technical and financial feasibility shall be carried out by evaluating specific geographical and other details such as availability of commercial market potential based on general aviation and commercial flight operations, tourism potential etc. to utilize the existing decommissioned terminal building and its ancillaries along with studying the current available infrastructure ("Project").
 - 3.2 Evaluation of the strategic objectives of the AAI in relation the Project as per Applicable Laws including the AAI Act.
 - 3.3 Assess the potential demand for use of existing decommissioned terminal building & related activities and use of certain portion of terminal building and land for permitted aeronautical and non-aeronautical activities as explained in background section as per applicable laws.
 - 3.4 Prepare a consolidated list of approvals/consents/clearances required from Government Instrumentalities.
 - 3.5 Identify and quantify all costs, expenses and revenues of the Project and prepare the Financial Model which will indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. This would also include sensitivity analysis in relation to the critical parameters of the financial model and prepare projections for period of 15 (fifteen) years, 20 (twenty) years and 25 (twenty-five) years. (the "Financial Model").
 - 3.6 Prepare Feasibility Report for the Project outlining the salient features, its financial viability and its social and economic benefits. ("Feasibility Report").
 - 3.7 Suggest suitable transaction structuring options for optimizing the returns to various stakeholders by listing and allocating risks & responsibilities, considering tax and insurance related issues and assist AAI on finalizing suitable option.

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30/12/2021
DSM/1410
(Kamran Khatami)

- 3.8 Provide broad feature of the proposed transaction for the finalized suitable option (viz. period, eligibility criteria, bid parameter, treatment of existing terminal building assets, use of certain portion of building and services etc.).

4. Phase-II of Consultancy

Once the broad features of transaction are approved, the consultant shall undertake the transaction process for selection of the strategic partner for successful re-use of decommissioned terminal building.

The Consultant shall undertake following tasks:

- 4.1 Assist AAI in adapting the Model RFQ/ RFP document, as the case may be, for project-specific purposes in a manner which ensures (i) participation of best available companies in the bidding process, (ii) financing of the capex and opex by the Licensee/Concessionaire and (iii) Optimizing the revenue potential and revenue sharing to AAI from the Project.
- 4.2 Prepare Bid documents including RFP, Concession Agreement and relevant Schedules and other related documents.
- 4.3 Assist the Authority in conducting the bid process for selection of the Concessionaire including evaluation of technical bids submitted by the bidders, participation in pre-bid meetings and answering questions or issuing clarifications.
- 4.4 Assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.
- 4.5 Provide such other advice and assistance as may be necessary and incidental to the services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences, discussions with the Authority, making presentations and advise on diverse issues that may arise from time to time.
- 4.6 Provide post transaction support to the Authority for a period of six months after signing of the License/Concession Agreement.

Note:

- a) The consultant shall undertake the assignment and submit the reports (Key Deliverables) for Udaipur and Jodhpur separately as per Terms of reference.
- b) The payment Milestone shall be as per the completion of deliverable for respective airport proportionate to the quoted rate for respective Airport by the bidder.
- c) Terms of Reference for Phase -I and Phase- II specified above are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for successfully completing the Project.
- d) Based on the Reports submitted in Phase-I, AAI shall decide and communicate to the consultant for commencement of Phase-II.
- e) AAI reserves the right to proceed with Phase-II work or close the contract on completion of Phase-I.
- f) In case AAI decides not to proceed with Phase-II, AAI shall not be liable to make any payment to the Consultant for Phase-II.

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30/12/2024
DGM (R&U)
(Keshav Kataria)

5. Deliverable Plan

In pursuance of the above-mentioned TOR, following deliverables will have to be submitted according to the mentioned timelines in respect of Udaipur and Jodhpur Airports separately:

5.1 Timelines for the Projects: The timelines for the project is given in table below:

Proposed Deliverables	KD*	Timelines
Completion of assignments per 3.1 to 3.4 of the Phase-I of ToR and submission of report to Authority.	1	45 days after commencement of work as communicated by authority.
Completion of 3.5 and 3.6 of Phase-I of ToR and submission of report to Authority.	2	30 days after completion of KD-1
Completion of 3.7 to 3.8 of Phase-I of ToR and submission of reports to Authority.	3	15 days after approval of Authority
Completion of 4.1 to 4.2 of Phase-II of ToR and submission of report/ documents to Authority.	4	30 days after approval of AAI
Completion of 4.3 to 4.5 of Phase-II of ToR and submission of reports/ documents to Authority.	5	180 days after completion of KD 4 above
Completion of 4.6 of Phase-II of ToR.	6	180 days after execution of Concession Agreement.

* "KD means Key Deliverables"

5.2 Payment Milestones

Payment Milestones for Udaipur and Jodhpur Airports

Payment Milestone	% of contract value of respective Airport as per BOQ.
Completion of KD 1	15%
Completion of KD 2	20%
Completion of KD 3	15%
Completion of KD 4	25%
Completion of KD 5	20%
Completion of KD 6	05%
Total	100%

The Consultant shall quote the engagement fee as per Appendix-2 (Form-2)

Cep
30/12/2024
(K. Kataria)
DGM/SIU