

Consultation Paper No. 21/2011-12



Airports Economic Regulatory Authority of India

**Multi Year Tariff Proposal for 1st Control Period
submitted by Menzies Bobba Ground Handling
Services Pvt. Ltd. for Providing Ground
Handling Services at Rajiv Gandhi International
Airport , Hyderabad.**

New Delhi: 26th September, 2011

**AERA Building
Administrative Complex
Safdarjung Airport
New Delhi – 110 003**

Menzies Bobba Ground Handling Services Pvt. Ltd. (hereinafter referred to as Menzies) have, vide their proposal dated 25.04.2011 and subsequent submission dated 26.07.2011, submitted their Multi Year Tariff Proposal (MYTP), for the first control period of 5 years, in respect of the services provided for Ground Handling at Rajiv Gandhi International Airport, Hyderabad. MENZIES has also submitted the Annual Tariff Proposal (ATP) for the first tariff year requesting for approval of the tariff to be applicable from 15th August, 2011.

2.1 MENZIES **have sought approval for the tariff for the control period based on a “light touch approach” as prescribed in Chapter V of the Airports Economic Regulatory Authority of India (Terms and Conditions for Determination of Tariff for Services Provided for Cargo Facility, Ground Handling, and Supply of Fuel to the Aircraft) Guidelines, 2011 (the Guidelines).**

2.2 As stipulated in the Guidelines, the Authority shall follow a three stage process for determining its approach to the regulation of a regulated service –

- (i) Materiality Assessment;
- (ii) Competition Assessment;
- (iii) Assessment of reasonableness of the User Agreements between the service providers and the users of the regulated services.

2.3. As per clause 4.4 of the Guidelines, in respect of ground handling services, the materiality shall be assessed based on international aircraft movements at the major airport as a percentage of total international aircraft movements at all major airports. The percentage share of international aircraft movements for Hyderabad airport, as per April-2010 to March’2011 AAI statistics, is 4.87% which is less than the 5% Materiality Index fixed for the subject service. Hence, the regulated service is deemed **‘not material’**.

2.4 The Guidelines also provide that where a Regulated Service is being provided at a **major airport by two or more Service Provider(s), it shall be deemed “competitive” at that airport** and if such service is provided by less than two Service Provider(s), it shall be **deemed “not competitive”**. **Further, the Guidelines also provide that the Authority may in its discretion consider such other additional evidence regarding reasonableness of competition, as it may deem fit and the determination of number of Service Provider(s) at a major airport shall include the Airport Operator, if the Airport Operator is also providing Regulated Service(s) at that major airport.**

2.5 As per the information furnished in Form F1(b) on the Competition Assessment, the ground handling services at Rajiv Gandhi International Airport, Hyderabad are being provided by MENZIES as well as M/s. Air India SATS Pvt Ltd . Since the service is provided **by two or more Service Provider(s), the service is deemed to be “competitive”**.

2.6 As per the Guidelines, based on the assessment of materiality and competition, when **such regulated service is deemed “not material”**, the Authority shall determine tariff(s) for the service provider(s) based on a light touch approach. The regulated service being provided by MENZIES at Rajiv Gandhi International Airport, Hyderabad **is “not material”** and shall come under the light touch approach for tariff determination, as per procedure specified in Chapter V of the Guidelines.

2.7 MENZIES have submitted that agreements, financials and other business details are confidential in nature and requested that the same should not be put in public domain for protecting their business interest and maintaining confidentiality. However, vide their letter

dated 26.07.2011, they have specified following information/documents which can be put into public domain:

- (i) Certificate of Incorporation
- (ii) Memorandum & Articles of Association
- (iii) Form F 1(b) - Competition Assessment
- (iv) Form F 7 - Initial RAB
- (v) Form F 8(a) – Asset wise information on stakeholder contribution
- (vi) Form F 8(b) - Proposed Exclusions from RAB
- (vii) Form F9 - Forecast and Actual RAB
- (viii) Form F 10(b)- Capital Expenditure Projections
- (ix) Form F 10(d)- Summary statement of expenses capitalised
- (x) Form F 10(e)- Additional Capital Projects summary
- (xi) Form F 11(a)- Employee Strength
- (xii) Form F 12(b)- Historical Aircraft movements
- (xiii) Form F 12(c)- Projected Aircraft movements
- (xiv) First & Last page of Airline Agreements with customers

3. The proposal was carefully considered by the Authority, in its 53rd Meeting held on 21.09.2011, and the Authority decided to make the following proposal for stake holder consultation.

- (i) The ground handling service provided by Menzies Bobba Ground Handling Services Pvt Ltd at Rajiv Gandhi International Airport, Hyderabad is “not material”. **Hence, the Authority may adopt a “Light Touch Approach” for determination of tariff for the 1st Control period w.e.f 01.04.2011.**

4. In accordance with the provisions of Section 13(4) of the AERA Act, the proposal contained in para 3 above is hereby put forth for stakeholder consultation. To assist the stakeholders in making their submissions in a meaningful and constructive manner, necessary documents are enclosed (**Annexure-I**). For removal of doubts, it is clarified that the contents of this Consultation Paper may not be construed as any Order or Direction of this Authority. The Authority shall pass an Order, in the matter, only after considering the submissions of the stakeholders in response hereto and by making such decision fully documented and explained in terms of the provisions of the Act.

5. The Authority welcomes written evidence-based feedback, comments and suggestions from stakeholders on the proposal made in para 3 above, **latest by 10.10.2011** at the following address:

Capt. Kapil Chaudhary
Secretary
Airports Economic Regulatory Authority of India
AERA Building,
Administrative Complex,
Safdarjung Airport,
New Delhi- 110003
Email: kapil.chaudhary@aera.gov.in
Tel: 011-24695042
Fax: 011-24695039

Yashwant S. Bhawe
Chairperson



July 26, 2011.

To

Shri. C.V. Deepak

OSD – II

Airports Economic Regulatory Authority of India

AERA Building, Administrative Complex

Safdarjung Airport

New Delhi – 110003.

Mgz (AK)

Dear Sir,

Sub: MYTP of Ground Handling Operations at RGI/A, Hyderabad – Reg.

Ref: Your letter F. No. AERA/20010/Menzies/GH-HIAL/2011-12/839, dated 7-7-2011.

W
01/8/11

With reference to your letter cited supra which was received by us on 20th July, 2011, we are herewith submitting the justification for the confidentiality / uploading of the documents.

Name of the Document	Remarks
Certificate of Incorporation	Can be Uploaded
Memorandum & Articles of Association	Can be Uploaded
F1(b) - Competition Assessment	Can be Uploaded
F7- Initial Regulated Assets Base	Can be Uploaded
F8(b) - Proposed Exclusions from RAB	Can be Uploaded
F9 – Forecast and Actual RAB	Can be Uploaded
F10(b) - Capital Expenditure Projections	Can be Uploaded
F10(d) – Expenses capitalized	Can be Uploaded
F10(e) – Additional details	Can be Uploaded
F11(a) – Employee strength	Can be Uploaded
Airline Agreements with Customers	Only First & Last page of each Agreement can be uploaded as these were entered into under confidentiality
All other Documents	Confidential and can not be made public by any means

contd..2

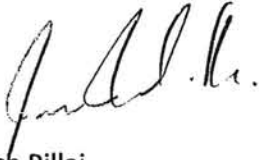
Further, we are herewith submitting the following additional information in Forms as required by you which can be uploaded in toto;

1. Form 8 (a) – Asset –wise information on stakeholder contribution
2. Form10(d) – Summary statement of expenses capitalised
3. Form10(e) – Additional Capital Projects summary
4. Form12(b) – Historical Aircraft movements and
5. Form12(c) – Projected Aircraft movements

We shall be pleased to submit any other information with regard to MYTP for your kind perusal.

Thanking You,

For Menzies Bobba Ground Handling Services Pvt. Limited



Suresh Pillai

Chief Executive Officer



Details of User Contributions for the assets

S.N.	Contribution Name	Asset Name	Extent of User Contribution approved for the project	Year of approval	Tenure for User Contribution Collection	Actual Accumulated collection till beginning of previous year	Accumulated Collection estimated till the beginning of first Tariff Year*	Total Collection proposed in Tariff Year 1	Total Collection proposed in Tariff Year 2	Total Collection proposed in Tariff Year 3	Total Collection proposed in Tariff Year 4	Total Collection proposed in Tariff Year 5
	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

* Projected values to be provided



Form F10 (d): Summary Statement of Expenses Capitalised (ref: Section A1.5 of Appendix I)

Sl.No.	Particulars		Last available audited Year #	Financial Year before Tariff Year 1 *	Tariff Year 1	Tariff Year 2	Tariff Year 3	Tariff Year 4	Tariff Year 5
A	Interest & Finance Charges Capitalised		3,834,710	-	-	-	-	-	-
B	Cost of raising Finance & Bank Charges		-	-	-	-	-	-	-
C	Other Expenses Capitalised:		36,594,728	-	-	-	-	-	-
	Employee Expenses	23,125,261							
	Training & Development	3,941,010							
	Administrative & General Expenses	1,771,894							
	Utilities & Outsourcing Expenses	108,831							
	Consultancy & Other professional charges	7,322,683							
	Depreciation	325,049							
D	Total Expenses Being Capitalised (A+B+C)		40,429,438	-	-	-	-	-	-

* Projected values to be provided

Information for last financial year for which audited accounts are available



Form F10 (e): Additional Capital Projects Summary (ref: Section A1.5 of Appendix I)

Forecast WIP Assets						
	Particulars	Tariff Year 1	Tariff Year 2	Tariff Year 3	Tariff Year 4	Tariff Year 5
E	Opening WIP Assets	0	0	0	0	0
	Building					
	Plant & Machinery					
	Electrical Installation					
	Furniture and Fittings					
F	Additions - New WIP	0	0	0	0	0
	Building					
	Plant & Machinery					
	Electrical Installation					
	Furniture and Fittings					
G	WIP Capitalisation	0	0	0	0	0
	Building					
	Plant & Machinery					
	Electrical Installation					
	Furniture and Fittings					
H	Closing WIP Assets	0	0	0	0	0
	Building					
	Plant & Machinery					
	Electrical Installation					
	Furniture and Fittings					

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Form F12 (b): Historical Aircraft Movements (ref: Section A1.6 of Appendix I)

Year	Domestic (Landing)	International (Landing)
2003-04	0	0
2004-05	0	0
2005-06	0	0
2006-07	0	0
2007-08	0	7
2008-09	0	1799
2009-10	0	2072
2010-11*	6907	2226

* Projected values to be provided



Form F12 (c): Projected Aircraft Movements (ref: Section A1.6 of Appendix I)

Year	Domestic (Landing)			International (Landing)			Forecast Error Correction band
	Optimistic	Most Likely	Conservative	Optimistic	Most Likely	Conservative	
2011-12	10950	9490	9125	2536	2198	2146	NA
2012-13	16062	9490	9125	2432	2172	2068	NA
2013-14	16062	9490	9125	2432	2172	2068	NA
2014-15	16062	9490	9125	2432	2172	2068	NA
2015-16	16062	9490	9125	2432	2172	2068	NA



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FORM F1(b): Competition Assessment (ref:Section AI.3 of Appendix 1)

Sl. No.	Details Of competitive facilities
1	M/s. Air India SATS Airport Services
	Maintenance Centre, Gate No.2, RGIA
	Shamshabad - 500409
	R.R. District, A.P (India)
	2nd Concessionaire for Ground Handling Services

Format for Identifying Initial Regulatory Asset Base (ref: Section A15 of Appendix I)

Asset already commissioned as on.....

S.N.	Asset Name	Asset Type	Description of the Asset	Commission Date	Useful Life	Original Cost of Asset	Depreciation Rate	Accumulated Depreciation
1	Leasehold Improvements	Improvements in the leased premises		3/1/2008	10	4,235,167	10.00%	1,143,495
2	Plant & Machinery	Ground Support Equipment		3/1/2008	10	331,076,872	10.00%	89,390,755
3	Computers	Computers		3/1/2008	3	7,014,994	33.33%	6,313,495
4	Office Equipment	Fax Machine, fire fighting systems, Mobile phones etc		3/1/2008	10	3,969,824	10.00%	1,071,852
5	Furniture & Fixtures	Workstations, chairs, tables etc		3/1/2008	5	3,093,639	20.00%	1,670,565

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Form E80: Format for providing proposed exclusions from RAB (ref. Section A15 of Appendix 1)

Details of Proposed Excluded Assets from RAB						
S.N	Asset Name	Book Value	Accumulated Depreciation	Justifications for exclusion	Any Land associated with asset	If yes, Details of land
1	<i>NIL</i>					
2	<i>NIL</i>					
3					
4					
5					

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	Last available audited year#	Financial year before Tariff Year 1*	Forecast for the Control Period					
			Tariff Year 1	Tariff Year 2	Tariff Year 3	Tariff Year 4	Tariff Year 5	
Opening RAB								
Leasehold Improvements	13,077,709	2,990,031	3,091,672	2,725,027	2,358,382	1,991,737	1,625,092	
Plant & Machinery	248,273,532	232,650,787	241,686,117	215,264,760	216,822,103	184,259,081	151,696,059	
Computers	4,971,230	2,128,363	701,499	552,161	402,824	938,324	708,824	
Office Equipment	3,458,503	2,865,774	2,897,972	2,545,118	2,192,264	1,839,411	1,486,557	
Furniture & Fixtures	3,002,637	1,768,888	1,423,074	693,312	1,493,587	1,317,917	1,142,247	
Additions - WIP Capitalisation								
Leasehold Improvements			-					
Plant & Machinery	36,308,800	3,982,417	-	34,120,364				
Computers	326,982	497,793	-		765,000			
Office Equipment			-					
Furniture & Fixtures			-	975,945				
Disposals / Transfers								
Leasehold Improvements	9,233,198		-					
Plant & Machinery	2,585,255	21,015,845	-					
Computers	686,540		-					
Office Equipment	33,088		-					
Furniture & Fixtures	546,335		-					
Depreciation Charge								
Leasehold Improvements	854,480	854,480	366,645	366,645	366,645	366,645	366,645	
Plant & Machinery	49,346,290	45,892,889	26,421,356	32,563,022	32,563,022	32,563,022	32,563,022	
Computers	2,483,309	2,626,156	149,338	149,338	229,500	229,500	229,500	
Office Equipment	559,641	559,641	352,854	352,854	352,854	352,854	352,854	
Furniture & Fixtures	687,414	687,414	729,762	175,670	175,670	175,670	175,670	
Closing RAB (A+B-C-D)								
Leasehold Improvements	2,990,031	2,135,551	2,725,027	2,358,382	1,991,737	1,625,092	1,258,447	
Plant & Machinery	232,650,787	169,724,470	215,264,760	216,822,103	184,259,081	151,696,059	119,133,037	
Computers	2,128,363	-	552,161	402,824	938,324	708,824	479,324	
Office Equipment	2,865,774	2,306,133	2,545,118	2,192,264	1,839,411	1,486,557	1,133,704	
Furniture & Fixtures	1,768,888	1,081,474	693,312	1,493,587	1,317,917	1,142,247	966,577	

* Projected values to be provided
 Fields in italics are indicative only
 # Information for last financial year for which audited accounts are available

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Form FIO (b) Capital Expenditure Projected Plan - 10 year Master (ref Section A.I.5 of Appendix 1)

Note: Information to be provided for 10 year period for all projects either spilling into the period or starting during the period

Project Details															
S.N.	Project Name	Project Type	Comm. Date	Financial Year before Tariff Year 1*			Tariff Year 1					Tariff Year 2			
				TCAPEX	TCOMM	WIP	Capex	FinAlw	Com.	Cdate	WIP	Capex	FinAlw.	Com.	Cdate
1	<i>New Customer</i>	<i>P&M</i>	4/1/2012									34,120,364			
2	<i>Replacement</i>	<i>F & F</i>	4/1/2012									975,945			
3	<i>Replacement</i>	<i>Computers</i>	4/1/2013												

N.B: Concession period expires in 2017-18

Legend	
Project name	Project Name should be a unique name or a primary key assigned to a capex project
Project Type	Type of the Project and the asset class to which the capex project belongs
Comm. Date	Date on which the capital project was commenced
Capex	Year-wise Capex estimated to be incurred on the project excluding any capital receipts like grants, user contributions etc.
WIP	Work-in-progress at the end of every Tariff Year
Com.	Estimated commissioning in a particular Tariff Year
Cdate	Estimated date in of commissioning in a particular Tariff Year
TCAPEX	Total Capex incurred on the project till the end of previous Control Period excluding any capital receipts like grants, user contributions etc
TCOMM	Total commissioning on the project till the end of previous Control Period
FinAlw	Project-wise financing Allowance for the year

* Projected values to be provided

Fields italics are indicative only

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Table A: Employee Strength (Ref: Section A1.3 of Appendix I)

Particulars-with detailed breakup	Last available audited year^	Financial Year before Tariff Year 1*	Tariff Year 1	Tariff Year 2	Tariff Year 3	Tariff Year 4	Tariff Year 5
A Department wise Full Time Employees							
<i>Admin</i>	13	15	15	18	18	18	18
<i>Operations</i>	12	12	13	32	32	32	32
<i>Passenger Service</i>	110	204	218	218	218	218	218
<i>Ramp</i>	161	295	303	487	487	487	487
<i>GSE</i>	15	15	15	72	72	72	72
<i>Safety</i>	4	6	6	10	10	10	10
TOTAL	315	547	570	837	837	837	837
B Department wise Part-Time/Contractual Employees							
<i>NIL</i>	<i>NIL</i>	<i>NIL</i>	<i>NIL</i>	<i>NIL</i>	<i>NIL</i>	<i>NIL</i>	<i>NIL</i>
.....							

Projected values to be provided
 Fields in italics are indicative only
 Information for last financial year for which audited accounts are available

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IATA STANDARD GROUND HANDLING AGREEMENT

STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

Annex B 1.0 - Location(s), Agreed Services and Charges

to the Standard Ground Handling Agreement (SGHA) of January 2004

between: **Deutsche Lufthansa Aktiengesellschaft**
having its principal office at: Von-Gablenz-Str. 2-6
50679 Köln
Germany

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hereinafter referred to as "the Carrier"

and:

having its principal office at: **MenziesBobba Ground Handling Services Pvt. Ltd**
No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

hereinafter referred to as "the Handling Company"

This Annex B1.0

Date of Commencement: 16th March 2008

for the location(s): **GMR Hyderabad International Airport**

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the SGHA of 2004 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



Paragraph 13 - Duration and Termination

13.1 Notwithstanding article 11.4 and 11.5 of the Main Agreement this Annex B shall continue in effect for a fixed period of 3 [three] years from the date of commencement unless terminated in whole or in part, providing ninety days prior notice to the other party as follows:

a) by the Carrier in the event of;

(i) material and sustained failure by the Handling Company to achieve the agreed service standards and after failure by the Handling Company to reasonably remedy such failure within 30 days of written notice by Carrier of such failure or,

13.2 At the end of the fixed period set out in 13.1, this Annex B shall continue in effect until terminated by either party providing sixty (60) days prior notice in writing to the other party.

13.3 Changes to this Annex B may only be made in writing and by mutual agreement.

13.4 If the Carrier plans to operate the new A380 aircraft, the Carrier may renegotiate the terms of this Annex B.

Paragraph 14 – Provision of service & charges

14.1 The terms, charges and conditions in this Annex also apply for any of Deutsche Lufthansa AG's subsidiaries affiliated companies if it is to their consent and request.

Bill Dean
at Hyderabad

12/3/08

for and on behalf of
**Menzies Bobba Ground Handling
Services Pvt.Ltd.**

BILL DEAN
(CEO)

KAMESH PERI
(DIRECTOR)

Signed the 22/02/08
at Frankfurt

for and on behalf of
Deutsche Lufthansa Aktiengesellschaft

Felix Redeker
General Manager
Operations & Airport Services
Asia & Pacific



MENZIES BOBBA GROUND
HANDLING SERVICES PVT. LTD.

**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE
ANNEX B 1.0**

LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: **Oman Air**

having its principal office at:

Seeb International Airport
P.O.Box 58 PC 111-Sultanate of Oman

hereinafter referred to as "the Carrier"

and: **MenziesBobba Ground Handling Services Pvt. Ltd**

having its principal office at:

No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

hereinafter referred to as "the Handling Company"

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This Annex B 1.0:

for the location: **GMR Hyderabad International Airport**

Date of Commencement: 16th March, 2008

And replaces: None

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

WMSBAM

for and on behalf of Handling Company:
**Menzies Bobba Ground Handling
Services Pvt. Ltd.**

Print Name: Mr. Bill Dean

Date: 30 January, 2008
Print Name:

Date:

Kamesh Peri

**KAMESH PERI
DIRECTOR**

Seetha Al-Suleimani

for and on behalf of Carrier:
Oman Air



Print Name: Mr. Seetha Al-Suleimani

Date: 30 January, 2008
Print Name:

Date:

Attachment 1 – Current Schedule

Flight No	Routing	Days	A/C	STA HYD	STD HYD
WY835/836	MCT/HYD/ MCT	1,3,4,5,6,7	B737- 800	0530	0630
WY835/836	MCT/HYD/ MCT	2	B737- 800	0530	0630

STANDARD GROUND HANDLING AGREEMENT

SIMPLIFIED PROCEDURE

ANNEX B.1.0 – LOCATION(S), AGREED SERVICES AND CHARGES

to the Standard Ground Handling Agreement (SGHA) of April 1998

Between: **Qatar Airways Q.C.S.C.**

Having its principal office at: Qatar Airways Tower
P.O. Box 22550
Doha-State of Qatar

Hereinafter referred to as 'the Carrier'

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And: **MenziesBobba Ground Handling Services Pvt. Ltd.**

Having its principal office at: No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

And Hereinafter referred to as 'the Handling Company'

Effective from: 16th March, 2008

This Annex: B.1.0

for the location(s): Hyderabad International Airport, Hyderabad (HYD) India

is valid from: 16th March, 2008

PREAMBLE

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of April 1998 as published by the International Air Transport Association shall apply as if such terms were repeated here in full.

By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



Contract No.: GSHYD0308-016
Date: March 03, 2008



PARAGRAPH 12 – CONTRACT NOTIFICATION

12.1 In accordance with Sub-Article 11.3 of the Main Agreement, any notice given by either Party under this Agreement shall be deemed properly given to the respective parties as follows:-

Handling Company
Menzies Bobba Ground Handling Services

No-6-3-345/1/2, Apurupa Classic
Road No-1, Banjara Hills
Hyderabad-500 034
Tel:0091-40-23310363
Fax:0091-40-23310364
Attn : Mr. Bill Dean, CEO

Carrier

Qatar Airways Q.C.S.C.
Qatar Airways Tower
Ground Services Contract Admin, 4th floor
P.O. Box 22550
Doha, State of Qatar
Tel: 0974-4496389/6353
Fax: 0974-4621728
Attn: Contract Administration Manager
Ground Services

PARAGRAPH 13 – GOVERNING LAW

13.1 This Agreement shall be construed in accordance with and governed by the laws of India, and in the event of any dispute the courts of that land shall have exclusive jurisdiction.

PARAGRAPH 14 - FEE DISCLAIMER

14.1 The Carrier and the Handling Company represent and warrant to each other that no officer, employee, representative of the Carrier and the Handling Company has been or will be paid a fee or otherwise has received or will receive any personal compensation or consideration by or from the other party in connection with the obtaining, arranging for or negotiation of the Contract or other documents entered into or executed in connection herewith.

Signed on
at Hyderabad, India
for and on behalf of
Menzies Bobba Ground Handling Services

Bill Dean
CEO

Kamesh Peri
Director

CP No. 2/P/11-12/Menzies Bobba / Hyderabad

Signed on
at Doha, Qatar
for and on behalf of
Qatar Airways q.c.s.c.

Akbar Al Baker
Chief Executive Officer

Contract No.: GSHYD0308-016
Date: March 03, 2008

JK
9/3/08





**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B 1.0

LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: **SAUDI ARABIAN AIRLINES Corp.**

having its principal office at:

CC 795, P.O.Box 620
Jeddah 21232
Saudi Arabia

**MBGH SPL
CONFIDENTIAL**

hereinafter referred to as "the Carrier"

and: **MenziesBobba Ground Handling Services Pvt. Ltd**

having its principal office at:

No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

hereinafter referred to as "the Handling Company"

This Annex B 1.0:

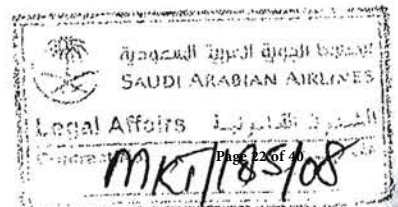
for the location: **GMR Hyderabad International Airport**

Date of Commencement: 23th March, 2008

And replaces: None

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



WP

Attachment 1 – Current Schedule

Flight No	Routing	Days	A/C	STA HYD	STD HYD
SV 789/788	JED-HYD-JED	3	777-200	0930	1130
SV 791/792	JED-via RUH HYD-via RUH- JED	1	777-200	0930	1130
SV 793/790	RUH-HYD-RUH	5	777-200	0930	1130

SV MBGH B1.0

Page 10 of 10



**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE
ANNEX B1.0**

LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: **Air Arabia**

having its principal office at:

PO Box 132
Sharjah, United Arab Emirates

hereinafter referred to as "the Carrier"

**MBGHSPL
CONFIDENTIAL**

and: **MenziesBobba Ground Handling Services Pvt. Ltd.**

having its principal office at:

No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

hereinafter referred to as "the Handling Company"

This Annex B1.0:

for the location: **GMR Hyderabad International Airport**

Date of Commencement: 27th October, 2008

And replaces: None

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

Attachment 1 – Current Schedule

Flight No	Routing	Days	A/C	STA HYD	STD HYD
G9457/458	SHJ/HYD/SHJ	Daily	A-320	0530	0615

**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B1.0 - LOCATION(S), AGREED SERVICES AND CHARGES

to the Standard Ground Handling Agreement (SGHA) of January 2004

between: **British Airways**

having its principal office at:

**Waterside (HEB3) Americas House,
PO Box 365 Harmondsworth UB7 OGB
United Kingdom**

hereinafter referred to as "the Carrier"

and: **Menzies Bobba Ground Handling Services Pvt. Ltd.**

having its principal office at:

**GSE Building, Rajiv Gandhi International Airport
Shamshabad - 501 218, India**

hereinafter referred to as "the Handling Company"

effective from: **7th December, 2008**

This Annex B1.0

for the location: **Rajiv Gandhi International Airport (Hyderabad)**

is valid from: **7th December, 2008**

and replaces: **None**

PREAMBLE: *This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.*

16.3 The supplier agrees that in addition to the obligations set out above, it shall all times comply with any applicable environmental laws or regulations when performing any obligations under this Agreement.

PARAGRAPH 17 - TRAINING

- 17.1 It is the objective of both parties to ensure that the staff providing the services have been fully trained to meet the relevant safety and operational requirements. In order to achieve this objective at the minimum cost, the Carrier and the Handling Company will work closely together to ensure that training programmes covering initial, recurrent and system updates are available.
- 17.2 All training will be completed to the agreed specification and full training records kept and made available to the Carrier.
- 17.3 In order to ensure costs are kept to a minimum the Carrier, at its own cost and expense, will provide initial training to the Handling Company's staff either by providing training staff from the Carrier, or by providing training to a trainer of the Handling Company, who will then be authorised to train and certify the staff of the Handling Company.
- 17.4 The Handling Company shall bear the cost of recurrent training relating to the turnover of the Handling Company's staff.
- 17.5 The Handling Company will provide the staff to be trained and the training facilities at the location where the handling is performed at no cost to the Carrier.
- 17.6 Airfares and course fees incurred by the Handling Company for training of its staff, as required by the Carrier, which is to be undertaken at locations other than where the handling services are to be provided, will be to the account of the Carrier. Other costs such as daily living expenses, hotel accommodation etc., will be borne by the Handling Company.
- 17.7 Any subsequent training costs incurred by the Handling Company for training of staff in new systems, products, or new training courses required by the Carrier (after the initial start-up training course) will be borne by the Carrier.

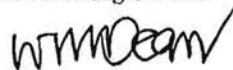
PARAGRAPH 18 - CONFIDENTIALITY

18.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B and all information made available by the Handling Company and the Carrier to each other during its negotiation or in the provision of the services.

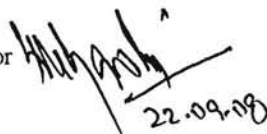
Signed the 22/9/08
at Hyderabad
for and on behalf of:

Menzies Bobba Ground Handling Service

By Bill Dean, CEO



By Kamesh Peri, Director



22.09.08

Signed the 1/10/2008
at London
for and on behalf of:

BRITISH AIRWAYS
by



Robert Alabaster
ROBERT ALABASTER
3RD OCTOBER 2008



**STANDARD GROUND HANDLING AGREEMENT
(SIMPLIFIED PROCEDURE)**

ANNEX B1.0 - LOCATION(S), AGREED SERVICES AND CHARGES

To the Standard Ground Handling Agreement (SGHA) of January 2008

Between: ETIHAD AIRWAYS PJSC

having its principal office at:
P.O. Box 35566, New Airport Road,
Abu Dhabi, United Arab Emirates.

**MBGHSPL
CONFIDENTIAL**

hereinafter referred to as "The Carrier"

And: MenziesBobba Ground Handling Services Pvt. Ltd

having its principal office at:
Passenger Terminal Building, E-Level,
Rajiv Gandhi International Airport, Shamshabad,
Ranga Reddy District-500409

hereinafter referred to as "The Handling Company"

the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

effective from: 1st November 2009

This Annex B

for the location: **Hyderabad**

is valid from: 1st November 2009

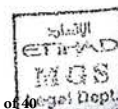
and replaces: **none**

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply to this Annex B as if such terms were repeated here in full. By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1. HANDLING SERVICES AND CHARGES

- 1.1. For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.



PARAGRAPH 17 - RIGHT TO AUDIT

17.1 The Handling Agent shall allow the Carrier access at all reasonable times, by appointment, to audit, copy and reproduce the books, records, correspondence, instructions, receipts and memoranda of every description relating to the Agreement

PARAGRAPH 18 - PERFORMANCE STANDARDS

- 18.1 The Carrier and the Handling Company shall establish agreed performance standards, which shall become an Appendix to this Agreement.
- 18.2 The Handling Company shall provide a satisfactory level of service. If in the opinion of the Carrier, the Handling Company fails to provide a satisfactory level of service, the Carrier must notify the Handling Company of such discrepancies. The Handling Company shall endeavor to correct the situation provided such situation is within its direct control.
- 18.3 The Handling Company shall have an internal evaluation (audit) program applicable to all areas of ground handling operations, to ensure conformity with the Carrier's and applicable regulatory requirements. The Carrier's requirements are listed in the Ground Operations Manual (GOM) and the Ground Services Manual (GSM).
- 18.4 The Carrier will conduct an audit every twelve months on the functions provided to the Carrier. An audit report listing the findings will be forwarded to the Handling Company. The Handling Company will provide audit follow up and corrective actions of the findings to the Carrier.
- 18.5 The Handling Company shall ensure that its staff are correctly trained and competent in the services provided to the Carrier. This includes both initial training and recurrent training as required by the specifications of the Carrier. In general Handling Company will provide fully trained and competent staff. In case additional and special qualification is needed to fulfill Carrier's specific requirements, Carrier will provide initial training at its own cost. Any subsequent training costs incurred by the Handling Company for training of staff in new systems, products, or new training courses required by the Carrier (after the initial start-up training course) will be borne by the Carrier. Handling Company shall bear the cost of recurrent training related to the turnover of the Handling Company's staff.

Signed the 16 November 2009

Signed the 05 November 2009

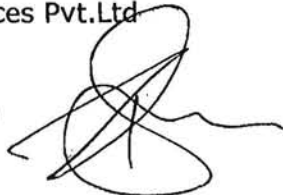
At: HYDERABAD

At: **Abu Dhabi, UAE**

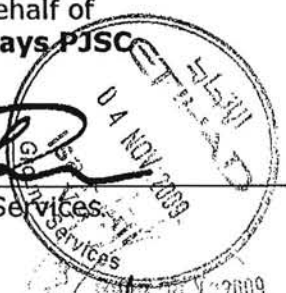
For & On behalf of
Menzies Bobba Ground
Handling Services Pvt.Ltd

For & On behalf of
Etihad Airways PJSC

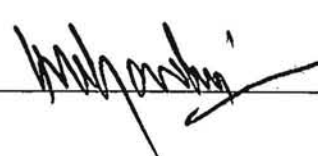
By: Paul Smith
CEO



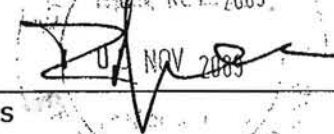
By 
VP Ground Services



By Kamesh Peri
Director



By VP Ground Services



**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B1.0

LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: **Blue Dart Aviation Limited**

having its principal office at:

No.3 A & B Old Airport Road,
Gawtham Nagar, Ferozguda,
New Bowenpally,
Secunderabad-500 011, India

**MBGHSPL
CONFIDENTIAL**

hereinafter referred to as "the Carrier"

and: **MenziesBobba Ground Handling Services Pvt. Ltd**

having its principal office at:

No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

hereinafter referred to as "the Handling Company"

This Annex B 1.0:

for the location: **Rajiv Gandhi International Airport (HYD)**

Date of Commencement: 26th March, 2008

And replaces: None

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

Print Name: Bill Dean, CEO

Date:

28/3/08



Print Name: Mr. Deepak Anand

Mr. C. Bhavani Shankar

Date:



Print Name: Kamesh Peri, Director

Date:

04/04/08



Print Name:



Date:

Witness

Mr. P.K. Srichandan

Sr. Manager - Airport Operations

Blue Dart Aviation Limited



Attachment 1 – Current Schedule

Flight No	Routing	Days of Departures	A/C	STA HYD	STD HYD
BZ 154	MAA/HYD/BOM	2/3/4/5/6	B-737-200	2330	0015
BZ 451	BOM/HYD/MAA	2/3/4/5/6	B-737-200	0610	0655



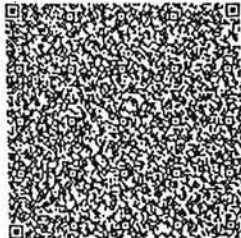
सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

MBGHSPL
CONFIDENTIAL

Certificate No. : IN-KA04643622849160H
 Certificate Issued Date : 06-Nov-2009 04:05 PM
 Account Reference : SHCIL (FI)/ ka-shcil/ MALLESHWARAM/KA-BA
 Unique Doc. Reference : SUBIN-KAKA-SHCIL04987399023583H
 Purchased by : DECCAN CARGO AND EXPRESS LOGISTICS PVT LTD
 Description of Document : Article 12 Bond
 Description : STANDARD GROUND HANDLING AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : DECCAN CARGO AND EXPRESS LOGISTICS PVT LTD.
 Second Party : MENZIES BOBBA GROUND HANDLING SERVICES PVT LTD
 Stamp Duty Paid By : DECCAN CARGO AND EXPRESS LOGISTICS PVT LTD
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



CSA

Subin-KAKA-SHCIL04987399023583H

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AHM 810 STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B1.0 -- LOCATION(S), AGREED SERVICES AND CHARGES to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: Deccan Cargo & Express Logistics Pvt. Ltd.
 having its principal office at: 138 Raheja Paramount, 4th Floor
 Residency Road, Bangalore 560-025, India
 hereinafter referred to as "the Carrier"

and:
 having its principal office at: MenziesBobba Ground Handling Services Pvt. Ltd.
 Ground Support Equipment Building,
 Rajiv Gandhi International Airport,
 Shamshabad- 501218, Ranga Reddy District, India
 hereinafter referred to as "the Handling Company"



including costs and expenses incidental thereto, which may arise in respect of the transfer or disclosure of any such information as may be required to enable the Handling Company to perform the Services or pursuant to any instructions received from the Carrier or from any regulatory or governmental agency having authority to require such transfer or disclosure.

PARAGRAPH 11 - TRAINING

11.1 The Handling Company will provide the staff to be trained and the training facilities at the location where the handling is performed at no cost to the Carrier

11.2 Airfares, hotel accommodation and course fees incurred by the Handling Company for training of its staff, as required by the Carrier, which is to be undertaken at locations other than where the handling services are to be provided, will be to the account of the Carrier. Other costs such as daily living expenses, etc will be borne by the Handling Company

11.3 Any subsequent training costs incurred by the Handling Company for training of staff in new systems, products, or new training courses required by the Carrier (after the initial start-up training course) will be borne by the Carrier

PARAGRAPH 12 – GOVERNING LAW

12.1 This Agreement shall be construed in accordance with and governed by the laws of India, and in the event of any dispute the courts at Bangalore shall have exclusive jurisdiction.


.....
for and on behalf of Handling Company:
Menzies Bobba Ground Handling Services Pvt. Ltd.

Print Name: Paul Smith, CEO

Date:

Witness


.....
Print Name: Kamesh Peri, Director
Date: 19.12.09


.....
for and on behalf of Carrier:
Deccan Cargo & Express Logistics Pvt. Ltd.

Print Name: Capt.G.R.Gopinath

Title: Chairman and managing Director

Date:

Witness:


.....
Print Name: VALLABA G. VASANTH
HEAD LEGAL
Date:



Attachment 1 – Current Schedule

ATR operation timings at HYD

Evening

AIRPORT	Arrival	Departure	Ground Time
HYD	21:05	0:05	3:00

Morning

AIRPORT	Arrival	Departure	Ground Time
HYD	5:50	6:20	0:30

**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B1.0

LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: **GMR Aviation Pvt. Ltd**

having its principal office at:

Skip House, 25/1, Museum Road
Bangalore - 560 025, India

hereinafter referred to as "the Carrier"

**MBGHSPL
CONFIDENTIAL**

and: **MenziesBobba Ground Handling Services Pvt. Ltd**

having its principal office at:

No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

hereinafter referred to as "the Handling Company"

This Annex B 1.0:

for the location: **Rajiv Gandhi International Airport (HYD)**

Date of Commencement: 26th March, 2008

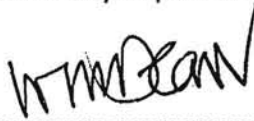
And replaces: None

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 12 – GOVERNING LAW

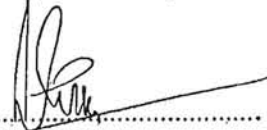
12.1 This Agreement shall be construed in accordance with and governed by the laws of India, and in the event of any dispute the courts of that land shall have exclusive jurisdiction.



.....
for and on behalf of Handling Company:
**Menzies Bobba Ground Handling
Services Pvt. Ltd.**

Print Name: Bill Dean, CEO

Date: 29/4/08



.....
for and on behalf of Carrier:
GMR Aviation Limited

Print Name: Mr. Sanjeev Sethi
General Manager

Date: 15 APRIL 2008



Print Name: Kamesh Peri, Director

Date: 29.04.08

Print Name: SANJEEV SETHI

Date: APRIL 2008

**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B1.0

LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: **Universal Weather & Aviation India Pvt. Ltd.**

having its principal office at:

P23/90 Raj House, Connaught Circus
New Delhi-110001
India

hereinafter referred to as "the Carrier"

**MBGHSPL
CONFIDENTIAL**

and: **MenziesBobba Ground Handling Services Pvt. Ltd.**

having its principal office at:

No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills,
Hyderabad-500 034, India

hereinafter referred to as "the Handling Company"

This Annex B1.0:

for the location: **Rajiv Gandhi International Airport (HYD)**

Date of Commencement: 1st January, 2009

And replaces: None

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



11.1 The Handling Company will provide trained staff for the provision of the Services.

PARAGRAPH 12 – GOVERNING LAW

12.1 This Agreement shall be construed in accordance with and governed by the laws of India, and in the event of any dispute the courts of that land shall have exclusive jurisdiction.



.....
for and on behalf of Handling Company:
**Menzies Bobba Ground Handling
Services Pvt. Ltd.**

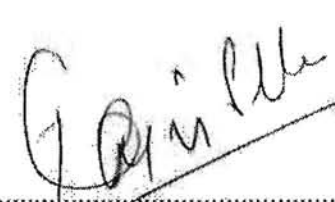
Print Name: Paul Smith, CEO

Date:



Print Name: Kamesh Peri, Director

Date: 20 08 09



.....
for and on behalf of Carrier:
**Universal Weather & Aviation
India Pvt. Ltd.**

Print Name: Rajesh Sethi
Country Manager

Date:

Print Name:

Date:

ATTACHMENT to ANNEX B1.0 valid from 1.1.2009:



**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B 1.0

Ramp Only

LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004

Between: **Kingfisher Airlines Limited**

having its registered office at UB Tower, Level 12, UB City
No.24 Vittal Mallya Road
Bangalore 560 001.

principal office at: Kingfisher House,
Western Express Highway
Ville Parle (E), Mumbai-400099.

hereinafter referred to as "the Carrier"

and: **Menzies Bobba Ground Handling Services Pvt. Ltd.**

having its principal office at: No. 6-3-345/1/2, Apurupa Classic, Road No-1,
Banjara Hills, Hyderabad-500 034, India
hereinafter referred to as "the Handling Company"

**MBGHSPL
CONFIDENTIAL**

This Annex B1.0:

for the location: **GMR Hyderabad International Airport**

Date of Commencement: 01 June, 2010

And replaces: None

PREAMBLE:

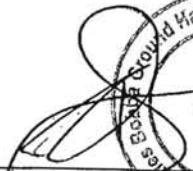
This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



MBGH HYD Annex B1 0 Ramp KFA - Final VR 31Mar10

Page 1 of 10

for and on behalf of Handling Company:
**Menzies Bobba Ground Handling
Services Pvt. Ltd.**



Paul Smith
CEO

Date: 12 April 2010

for and on behalf of Carrier:
Kingfisher Airlines Limited



A. Raghunathan
Chief Financial Officer

Date: 08 APRIL 2010



Kamesh Peri
Director

Date: 15.04.10



Murali Ramachandran
Vice President - Ground Services

Date: 08 APRIL 2010

