



Bird Worldwide Flight Services

June 25, 2012

Mr. C V Deepak
AERA Building
Administrative Complex
Safdarjung Airport
New Delhi 110 003

Submission of ATP for 1st, 2nd, 3rd and 4th Tariff Years on behalf of: BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PRIVATE LIMITED for its operations at Indira Gandhi International Airport, New Delhi

Dear Sir,

Please find enclosed the following documents in connection with the cited subject matter:

- a. Form B
- b. Annual Tariff Proposal for Tariff Years 1, 2, 3 and 4 in Form 14(b).
- c. Copies of user agreements (only first and last page of the agreement may be uploaded for stakeholder consultation).
- d. Copy of the Concession Agreement (confidential and not to be published).
- e. Copy of Award Letter by the Airport Operator (may be uploaded for stakeholder consultation).

Kindly do let us know in case any further information is required in this regard.

Yours sincerely

for Bird Worldwide Flight Services (India) Private Limited

A handwritten signature in black ink, appearing to be 'Deepak', is written over a horizontal line.

Authorized Signatory

Place: New Delhi

Encl.: as above

BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PVT. LTD.
E-9, Connaught House, Connaught Place
New Delhi - 110 001 India

www.blrd.in

Tel: +91 11 2341 8199

Fax: +91 11 2341 2572

BEFORE THE AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
AT NEW DELHI

Submission of Form B in connection with submission of ATP for 1st, 2nd, 3rd and 4th Tariff Years on behalf of: BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PRIVATE LIMITED for its operations at Indira Gandhi International Airport, New Delhi

I, Sundeep Kr Jain, aged 44 years resident of C-78, Sector-47, Noida, U.P. acting in my official capacity as Head Corporate Finance in M/s Bird Worldwide Flight Services (India) Private Limited having its registered office at , E-9, Connaught House, Connaught Place, New Delhi -1100 01 do hereby state and affirm as under that:

- a) That I am duly authorized to act for and on behalf of M/s Bird Worldwide Flight Services (India) Private Limited in the matter of making this submission before the Airports Economic Regulation Authority of India, New Delhi ('AERA');
- b) I am competent to make this submission before AERA;
- c) I am making this submission in my official capacity and the facts stated herein are based on official records;
- d) The Contents of the Annual Tariff Proposal submission which includes inter-alia
(i) ~~Estimated Maximum Allowed Yield per Unit and the proposed detailed break up of Tariff(s) (in context to Estimated Maximum Allowed Yield per Unit where determined by the Authority) where the Authority has specified a price cap approach for the duration of the Control Period pursuant to Clause 3.2;~~

Or

Proposed detailed breakup of tariff(s) based on clause 11.2 where the Authority has specified a light touch approach for the duration of the Control Period, pursuant to clause 3.2.

- e) Justifications are fair and true to my knowledge and belief and nothing material has been concealed there-from.

Yours sincerely

for Bird Worldwide Flight Services (India) Private Limited



Authorized Signatory

Place: New Delhi



Annexure - I

Amount in INR

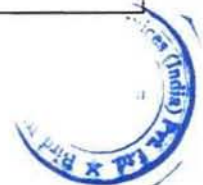
S.No.	ICAO Code	Aircraft Type	Domestic Passenger Flights			International Passenger Flights		
			Terminal handling	Ramp handling	Full handling	Terminal handling	Ramp handling	Full handling
1	Code B	Single Engine Aircraft	3,000	7,000	10,000	11,000	33,000	44,000
2	Code C	A318, A319, A320, A321, B717, B727, B737, BBJ, MD81 to MD90, DC9, TU134, TU134A, AN24, AN26, ATR42, ATR72, F27, F28, F50, F70, F100, YAK40, YAK42	2,500	6,000	8,500	18,500	55,000	73,500
3	Code D	A300-600, A310, B707, B727-100, B757, B767, B787-300, DC8, DC10, MD11	3,500	10,000	13,500	24,000	96,800	120,800
4	Code E	A330-200, A330-300, A340, B747SP, B747, B777, B787-800, B787-900, IL96	15,000	30,000	45,000	28,000	113,950	141,950
5	Code F	A380	30,000	50,000	80,000	43,000	155,000	198,000

S.No.	ICAO Code	Domestic Cargo	International
		Freighter	Freighter
		Ramp handling	Ramp handling
1	Code B	N/A	N/A
2	Code C	5,800	60,500
3	Code D	12,000	106,480
4	Code E	36,000	125,345
5	Code F	62,500	170,500



Note: (1) applicable taxes / levies are extra.
 (2) additional services are excluded in above rates.

* for full handling of cargo freighter aircrafts, the maximum rates will be higher by maximum of 25% of the corresponding commercial passenger aircraft as stated in format above.



Amount in INR

S.No.	ICAO Code	Aircraft Type	Domestic Passenger Flights			International Passenger Flights		
			Terminal handling	Ramp handling	Full handling	Terminal handling	Ramp handling	Full handling
1	Code B	Single Engine Aircraft	3,800	8,900	12,700	13,900	41,800	55,800
2	Code C	A318, A319, A320, A321, B717, B727, B737, BBJ, MD81 to MD90, DC9, TU134, TU134A, AN24, AN26, ATR42, ATR72, F27, F28, F50, F70, F100, YAK40, YAK42	3,200	7,600	10,800	23,500	69,700	93,200
3	Code D	A300-600, A310, B707, B727-100, B757, B767, B787-300, DC8, DC10, MD11	4,400	12,700	17,100	30,400	122,700	153,100
4	Code E	A330-200, A330-300, A340, B747SP, B747, B777, B787-800, B787-900, IL96	19,000	38,000	57,000	35,500	144,500	179,900
5	Code F	A380	38,000	63,300	101,400	54,500	196,500	251,000

S.No.	ICAO Code	Domestic Cargo	International
		Freighter	Freighter
		Ramp handling	Ramp handling
1	Code B	N/A	N/A
2	Code C	57,400	76,700
3	Code D	101,200	135,000
4	Code E	119,200	158,900
5	Code F	162,100	216,100

Note: (1) applicable taxes / levies are extra.
(2) additional services are excluded in above rates.

* for full handling of cargo freighter aircrafts, the maximum rates will be higher by maximum of 25% of the corresponding commercial passenger aircraft as stated in format above.



1-293-

New Delhi
Dated: 07 November 2008

TO WHOM IT MAY CONCERN

We hereby certify that M/s Bird WFS Ground Handling Services Pvt. Ltd. has been awarded Service provider right for undertaking third party Ground Handling Services at Indira Gandhi International Airport, New Delhi. In this regard M/s Bird WFS Ground Handling Services Pvt. Ltd. is also permitted to bring in necessary ground handling equipments to the airport.

Your's sincerely
For Delhi International Airport (P) Limited



Gavin Mckechnie
Chief Commercial Officer



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 2008

between: Air China Limited

having its principal office at:

Air China HDQ Building, 30 Tianzhu Road, Tianzhu Airport Industrial Zone,
Shunyi District, Beijing, China. ZIP 101312

and hereinafter referred to as 'the Carrier'

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at:

E-9, Connaught House, Connaught Place, New Delhi – 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 1 July 2009

This Annex B1.0 for

the location(s): Delhi – Indira Gandhi International Airport

is valid from: 1 July 2009

and replaces: None

PREAMBLE:

This Annex B1.0 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 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. TRADEMARKS

13.1 The Handling Company shall not use the Carrier's trademarks, service marks, trade dress, trade name, corporate name, proprietary logo, indicia, and other source or business identifiers in connection with the Handling Company's promotional and marketing materials, publicity, marketing and advertising, without the Carrier's prior written consent. Any such use shall be in accordance with any guidelines or other requirements as issued by the Carrier from time to time.

PARAGRAPH 14. LEGAL COMPLIANCE

14.1 In the provision of the services, the Handling Company agrees to comply with all applicable IATA, ICAO and/or local regulations.

PARAGRAPH 15. DURATION, TERMINATION & MODIFICATION

15.1 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 written notice to the other party.

15.3 Notwithstanding Sub-Article 11.2 of the Main Agreement, any modification shall be in the form of an Annex B - Addendum, agreed and signed by the Handling Company and the Carrier's representative.

PARAGRAPH 16. CONFIDENTIALTY

16.1 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

--Signed the SGHA ANNEX B BWFS-CA DEL JUL 2009 (REF.IATA AHM 810 JAN 2008)--

At BEIJING, P.R. China On _____
for and on behalf of
AIR CHINA LIMITED

at NEW DELHI, INDIA. On 17th April 2009
for and on behalf of
Bird Worldwide Flight Services (India) Pvt. Ltd.

by.....
Name: **ZHU/YONGSHENG**

by.....
Name: **GAURAV BHATIA**

witnessed by.....
Name: **HAN/YUFENG**

witnessed by.....
Name: **SANJAY JHA**

Company Seal:

Company Seal:





STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008

between: AIR ARABIA

having its principal office at:

PO Box 132, Sharjah, United Arab Emirates.

and hereinafter referred to as 'the Carrier'

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at;

E-9, Connaught House, Connaught Place, New Delhi – 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 15th July 2009

This Annex B1.0 for

the location(s): Delhi – Indira Gandhi International Airport

is valid from: 15th July 2009

and replaces: None

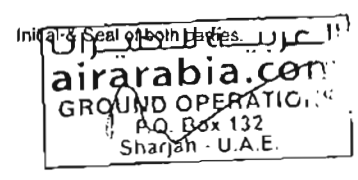
PREAMBLE:

This Annex B1.0 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 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.

IATA AHR 610 January 2008 BWFS/GGI – G9 DEL/COR/BLR

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Handwritten mark



12.2 The Handling Company agrees not to use such information other than for the purposes of performing the services or as instructed by the Carrier.

PARAGRAPH 13. TRADEMARKS

13.1 The Handling Company shall not use the Carrier's trademarks, service marks, trade dress, trade name, corporate name, proprietary logo, indicia, and other source or business identifiers in connection with the Handling Company's promotional and marketing materials, publicity, marketing and advertising, without the Carrier's prior written consent. Any such use shall be in accordance with any guidelines or other requirements as issued by the Carrier from time to time.

PARAGRAPH 14. LEGAL COMPLIANCE

14.1 In the provision of the services, the Handling Company agrees to comply with all applicable IATA, ICAO and/or local regulations.

PARAGRAPH 15. DURATION, TERMINATION & MODIFICATION

15.1 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 written notice to the other party.

15.2 Notwithstanding Sub-Article 11.11 of the Main Agreement, the rates contained herein shall be increased yearly as stipulated in section 1.3.

15.3 Notwithstanding Sub-Article 11.2 of the Main Agreement, any modification shall be in the form of an Annex B - Addendum, agreed and signed by the Handling Company and the Carrier's representative.

PARAGRAPH 16. CONFIDENTIALTY

16.1 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.

-Signed the SGHA ANNEX B BWFS-G9 DEL JUL 2009 (REF.IATA AHM 810 JAN 2008)--

at New Delhi on 10/7/09
for and on behalf of
Bird Worldwide Flight Services (India) Pvt. Ltd.

at _____, INDIA. On _____
for and on behalf of
AIR ARABIA

by [Signature]
Name: GAURAV BHATIA

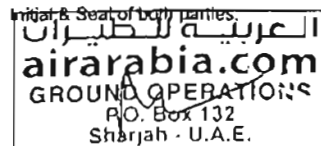
by [Signature]
Name: SALAH ZAINAL

witnessed by _____
Name: _____

witnessed by [Signature]
Name: _____

Company Seal:

Company Seal:



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STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008

between: China Airlines Ltd.,

having its principal office at:

No.131, Sec. 3, Nanjing E. Rd., Taipei City 104, Taiwan (R.O.C.)

and hereinafter referred to as 'the Carrier'

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at:

E-9, Connaught House, Connaught Place, New Delhi - 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 1 January 2009

This Annex B1.1 for

the location(s): Delhi - Indira Gandhi International Airport

is valid from: 1 December 2009

and replaces: Annex B1.0 of 01 January 2009 & Addendum No.1 of 15 September 2009 &

Annex B1F.0 of 04 March 2009

PREAMBLE:

This Annex B1.0 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 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.

--Signed the SGHA ANNEX B BWFS-CAL DEL NOV 2009 (REF. IATA AHM 810 JAN 2008)--

at Taipei On MAR 26 2010
for and on behalf of
China Airlines Ltd.

by.....
Name: **Danny Chung**
Vice President - Services

witnessed by.....
Name: **Peter Liu**
General Manager - Ground Services Contract

Company Seal:

at Delhi, INDIA On _____
for and on behalf of
Bird Worldwide Flight Services India Pvt. Ltd.

by.....
Name: **Gaurav Bhatia**
Executive Director

witnessed by.....
Name: **Sundeep Kumar Jain**
Director Finance

Company Seal:



Registered office: New Udaan Bhawan,
Opp. Terminal 3, IGI Airport,
New Delhi 110037, India
T +91 11 47197000
F +91 11 47197181
W www.newdelhairport.in

April 20, 2012

DIAL/2012-13/Comm-GH/140

To,

Mr. Gaurav Bhatia,
Executive Director,
Bird Worldwide Flight Services
Bird Worldwide Flight Services (India) Pvt Ltd,
E-9, Connaught House, Connaught Place,
New Delhi - 110001

Subject - Revision in Ceiling Rates

Dear Sir,

In line with clause 7.5 of the concession agreement the ceiling rates have been revised, these rates are valid w.e.f April 1, 2012 and valid until March 31, 2015. You are required to use the new ceiling rates (as attached) from April 1, 2012.

Please ensure that the monthly statements reflect the calculations based on the rates charged or 85% of the new ceiling rates, whichever is higher.

Sincerely

For Delhi International Airport Pvt Ltd,
Asthish Kumar
Head - Aero Related

Enclosures : -

Annexure 1 revised ceiling rates
Annexure 2 clause 7.5 of the concession agreement

cc: *Sundar Jain*

Annexure 2 - Clause 7.5

7.5 Ceiling Rates

The Ceiling Rates for the period of Commissioning Date – Current Terminals to March 31, 2012 are set out in Schedule J. The Ceiling Rates for each of the subsequent three (3) year period will be:

- (a) effective from the first day of April for the years 2012, 2015 and 2018; and
- (b) escalated by the Wholesale Price Index as on the first day of January for the years 2012, 2015 and 2018.

For example, the Ceiling Rates for the second three year period from April 1, 2012 to March 31, 2015 will be calculated as follows:

$$CIA1 = CIA1 * WPI(\text{January 1, 2012}) / WPI(\text{January 1, 2009})$$

Where:

CII: refers to the ceiling rates for the second three year period for aircraft category A1

CI: refers to the ceiling rates quoted in the Financial Proposal for the aircraft category A1.

For this purpose, the WPI for all commodities announced by the Government of India will be considered.

The Ceiling Rates so prescribed shall be the maximum ceiling rates and the Selected Tenderer will be free to offer a discount on these rates to the Users."

dr

Annexure 1

Delhi International Airport (P) Limited		Domestic Flight					
S. No	Aircraft Types/Category	Pax Terminal Services	Increased Rate	Ramp Handling	Increased Rate	Full handling (PAX +Ramp)	Increased Rate
1	Code B	3,000.00	3,800	7,000.00	8,900	10,000.00	12,700
2	Code C	2,500.00	3,200	6,000.00	7,600	8,500.00	10,800
3	Code D	3,500.00	4,400	10,000.00	12,700	13,500.00	17,100
4	Code E	15,000.00	19,000	30,000.00	38,000	45,000.00	57,000
5	Code F	30,000.00	38,000	50,000.00	63,300	80,000.00	101,400

S. No		International Flight					
S. No	Aircraft Types/Category	Pax Terminal Services	Increased Rate	Ramp Handling	Increased Rate	Full handling (PAX +Ramp)	Increased Rate
1	Code B	11000	13900	33,000.00	41,800	44,000.00	55,800
2	Code C	18500	23500	55,000.00	69,700	73,500.00	93,200
3	Code D	24000	30400	96,800.00	122,700	120,500.00	153,100
4	Code E	28000	35500	113,950.00	144,500	141,950.00	179,900
5	Code F	43,000.00	54500	155,000.00	196,500	198,000.00	251,000

S. No	Aircraft Types/Category	Domestic Flight	Increased Rate	International Flight	Increase Rate
	ICAO Code Types	Cargo Ramp Handling		Cargo Ramp Handling	
1	Code B	0	0	0	0
2	Code C	45300	57400	80500	76700
3	Code D	79800	101200	108480	135000
4	Code E	94000	119200	128345	158900
5	Code F	127900	162100	170500	216100

Formula

$$CIA1 = CIA1 * WPI(\text{January 1, 2012}) / WPI(\text{January 1, 2009})$$

WPI	1-Jan-09	124.4
WPI	1-Jan-12	157.7

Rates rounded off to last 2 digits.

dr