

INDIRA GANDHI INTERNATIONAL AIRPORT CONDITIONS OF USE

The use of any Common Use Facilities at the Airport by any of the Airport Users constitutes acceptance of these Conditions of Use.

No clause shall be taken to confer a right on any of the Airport Users to use Common Use Facilities without Delhi International Airport Limited's permission.

Delhi International Airport Limited retains the right to withdraw the permission granted to the Airport Users in respect of any of the Common Use Facilities in case of breach by the Airport Users of any of the conditions contained herein.

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1. Introduction

The Airports Authority of India (“AAI”) and Delhi International Airport Limited (“DIAL”) have entered into Operation, Management and Development Agreement (“OMDA”), pursuant to which DIAL has been awarded an exclusive concession by the AAI to develop, finance, design, construct, modernise, operate, maintain, use and regulate the use by third parties of the Indira Gandhi International Airport (“Airport”). Vide the OMDA, DIAL also has been granted the right and privilege to prescribe certain conditions, to be adhered to by the entities, who are engaged in various activities at the Airport for maintaining the world class standards. Accordingly, this Conditions of Use document (“Conditions of Use”) contains the various conditions of use applicable to all Airport Users (hereinafter defined) for rendering the assistance to the Airport Users to perform their activities at the Airport and for the better management and utilization of the Common Use Facilities. Airport Users also acknowledge that it has read and understood the OMDA and its application on these Conditions of Use. This Condition of Use is in addition to the agreement executed with the Airport Users, if any. The current Condition of Use shall prevail and supercede any prior version of the Condition of Use.

2. Scope, Application and Compliance

- 2.1 These are the conditions under which, subject to any variation that may be communicated by DIAL in writing from time to time or notified on DIAL’s website, Airport Users shall use Common Use Facilities and Common Use Areas at the Airport. If the Airport Users use these facilities and services, then Airport Users accept these conditions.
- 2.2 These conditions are effective with immediate effect which shall be known as ‘Effective Date’.
- 2.3 Subject to Applicable Laws and conditions mentioned herein, DIAL has the right to change, replace or waive any of these conditions by prior written notice to the Airport Users or by notification on its website. The updated version will be available on the DIAL’s website. It shall be the Airport Users prerogative to be aware of such changes, replacement or waiver.

3. Definitions

“Airport” means the Indira Gandhi International Airport at New Delhi and includes all its land, buildings, equipment, facilities and systems.

“Airport Users” shall mean airlines and their representatives in India who are engaged in the business of operating aircrafts for commercial or general use at the Airport.

“Airside Area” means the movement area of the Airport, access to which is controlled including, without limitation, the runways, service roadways, taxiways, aprons, hard stand

locations and parking stands used by aircraft, service vehicles and service personnel at the Airport.

"Applicable Laws" means all applicable laws, whether in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, by any authority, including Governmental Authority, *inter alia* any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority, including any notifications, press notes, press releases, circulars and public notices issued under any applicable statute, as well as any notifications issued by any other Governmental Authorities.

"Apron" means a defined area on the Airport intended to accommodate aircraft for the purpose of loading or unloading passengers, mail or cargo, fuelling, parking or maintenance.

"Business Day" means any day between 9:30 a.m. and 6:00 p.m. (other than a Saturday or Sunday or a public holiday) on which banks in New Delhi, India are open for business.

"Certificate of Airworthiness" means the certificate issued by DGCA stating that an aircraft meets specific safety and performance requirements that allow it to be used in service.

"Certificate of Registration" means for an aircraft the certificate of registration issued by the DGCA under the Civil Aviation Requirement.

"Common Use Areas" means the areas at the Airport which are made available by DIAL from time to time for use by the Airport User together with such third parties, as DIAL may from time to time decide, and which areas shall include the check in counters, ticketing counters, transfer areas, OOG bag counters, SOOG bag counters, holding lounges, check-in halls, the Airside Area etc.

"Common Use Facilities" means the facilities at the Airport which are made available by DIAL to Airport Users including the outbound baggage handling system, the inbound baggage handling system, air bridges, boarding gates, the common use and kerbside check-in counters, the domestic baggage claim facility, the international baggage claim facility, the Flight Information Display System (FIDS), the public address and paging system, the utilities and the computer terminals, software, hardware, counter space and others facilities specified in Schedule 4 to these Conditions of Use.

"CUTE System" means the computerized "Common User Terminal Equipment" passenger handling system, including but not limited to the automated check-in, the boarding gate readers etc.

"Disembarking Passengers" means all passengers on board an arriving aircraft including Transit Passengers, Transfer Passengers, Infant, domestic-on-carriage and positioning crew, but excludes operating crew.

“Disabled Aircraft” means any aircraft that requires assistance to move from any position on the runway, taxiway or Apron areas of the Airport.

“Domestic Flight” means a flight where the airports for both take-off and landing are within India.

“GoI” means the Government of India and any of its agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GoI.

“GoNCT” means the Government of National Capital Territory and any of its agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GoNCT.

“Governmental Authority” means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the Airport Users, including the GoI or GoNCT, any other regulatory authority appointed by the GoI or GoNCT.

“Inadmissible Passenger” shall mean a passenger who is refused admission to India by the immigration authority, and/or a passenger who is refused onward carriage through India due to improper documentation such as, but not limited to, no visa, expired visa, or expired travel documents.

“India” shall mean the Republic of India.

“International Flight” means all flights other than Domestic Flights.

“Infant” means a child less than two years of age who has not paid to occupy a seat on an aircraft.

“Maximum Take-off Weight”/ “MTOW” in relation to an aircraft means the maximum take-off weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favorable circumstances in accordance with the Certificate of Airworthiness or any other certificate where details of MTOW is given and issued by a regulatory authority for e.g. Noise Certificate or Manufacturer’s Certificate having differential MTOW but highest would be considered in force in respect of the aircraft.

“Passenger” means any persons carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.

“Personnel” include an employee, servant, officer, agent, or contractor or subcontractor and anyone else under the control or direction of the Airport Users as the case may be.

“Person” includes an individual, corporation, company, partnership, trust, body of individuals or any other entity.

“Restricted Area” means the areas at the Airport determined by DIAL in its sole discretion from time to time and to which access may be restricted by DIAL.

"Taxes" means applicable national, local or foreign tax on gross income, gross receipts, use, ad valorem, value-added, capital gains, transfer, tax; duties of custom and excise, stamp duty or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any fines, penalties, additions to tax or additional amount with respect thereto and "Taxation" or "Tax" shall have a corresponding meaning.

"Transit Passenger" means a passenger who arrives at the Airport in an aircraft and departs from the Airport in the same aircraft, where such an aircraft is operating a through flight transiting the Airport, and includes a passenger in transit through the Airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.

Note : A passenger is treated in Transit only if onward travel journey is within 24hrs from Arrival into Airport and is part of same ticket. In case two separate tickets are issued, it would not be treated as a "Transit" passenger.

"Transfer Passenger" means any passenger, who arrives at the Airport on a flight on one aircraft and, without leaving the Airport boards another Aircraft to another destination.

In case, any definition as provided in the Conditions of Use is different from what has been agreed by DIAL and the Airport Users in any Agreement, it shall have the meaning assigned to in that Agreement.

4. Glossary Of Terms

S.No	Acronym	Full Form
1.	ACDM	Airport Collaborative Decision Making
2.	AERA	Airport Economic Regulatory Authority
3.	AOCC	Airport Operations Control Centre
4.	APHO	Airport Health Officer
5.	APU/GPU	Auxillary Power Unit/Ground Power Unit
6.	ASF	Aviation Security Fee
7.	BCAS	Bureau of Civil Aviation Security
8.	BIM	Baggage Information Message
9.	BTM	Baggage Transfer Message
10.	CAPAs/ATRs	Corrective and Preventive Actions/ Action Taken Report
11.	DCS	Departure Control Systems
12.	ELCB	Earth Leak circuit breaker
13.	FEGP	Fixed Electrical Ground Power
14.	FIDS	Flight Information Display System
15.	GOSM	Ground Operations Safety Manual
16.	IATA	International Air Transport Association
17.	ICAO	International Civil Aviation Organization
18.	ICL	Inbound Connection List
19.	LDM	Load Distribution Message
20.	MTOW	Maximum Take-off Weight

21.	MVT	Movement Message
22.	OOG	Out Of Gauge
23.	OSHAS	Occupational Health and Safety Assessment Series
24.	PPE	Personal Protective Equipment
25.	PBB	Passenger Boarding Bridge
26.	PSM	Passenger Service Message
27.	PTM	Passenger Transfer Message
28.	SLPC	Secondary Ladder Point Check
29.	SMS	Safety Management System
30.	SOOG	Super Out Of Gauge
31.	SSA	State Support Agreement
32.	STD	Schedule Time Of Departure

5. **Submission of information**

- 5.1 The following documents, if required for the use of the Common Use Facilities, shall be provided by DIAL, subject to any express or implied confidentiality arrangements DIAL may have with third parties:
- (i) Airport emergency plan, bomb threat contingency plan;
 - (ii) Airport rules and regulations manual;
 - (iii) Airline Office Manual;
 - (iv) Environment management manual;
 - (v) DIAL safety policy
 - (vi) Ground Operations Safety Manual.
- 5.2 Before using the Common Use Facilities and Common Use Areas, the information as specified in **Schedule 10** must be provided to DIAL. The information has to be provided electronically and also subsequently in physical copies within 7 days of information being provided through electronic mode at the address mentioned therein in **Schedule 10**.
- 5.3 Airport Users must intimate DIAL as soon as practicable, if there is any change to the information given to DIAL. It shall be the responsibility of the Airport Users to always keep DIAL updated about the correct and accurate information.
- 5.4 Regular compliance with the Objective Service Quality Requirements as set out in Schedule 1 must be done by all Airport Users. Periodic surveys/evaluation will be conducted by DIAL to measure these objective service quality requirements and the report will be forwarded to Airport Users on a quarterly basis, seeking the improvement action plan to improve the objective service quality in next quarter.

6. Airport Closed or Services Unavailable

- 6.1 The Common Use Facilities and Common Use Areas shall be available to the Airport Users, subject to reasonable requirements for operational purposes, maintenance, Government intervention/objections and new developments or events beyond DIAL's reasonable control.
- 6.2 If reasonably possible, DIAL will notify the Airport Users before it makes any service or facility at the Airport unavailable, subject to other conditions mentioned herein.
- 6.3 If, at any time, due to safety or operational maintenance or new development requirements DIAL considers it necessary to declare the Common Use Facilities at the Airport to be wholly or partly unavailable for use by Airport Users, DIAL will use its reasonable endeavours to identify alternative facilities and services which might be available for use by the Airport Users. DIAL shall not be responsible/liable in any manner whatsoever for any direct/ indirect loss or any consequences thereof due to change in facilities and services. Airport Users acknowledge that, in doing so DIAL will need to balance the needs of all affected parties so far as DIAL reasonably can.
- 6.4 DIAL or DIAL's authorised representative shall have the right at any time to close the Airport in its entirety or any portion thereof to deny the use of the Airport or any portion thereof to any individual or group/entity, when any such action is considered necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport.
- 6.5 Allocation of terminals and access to facilities will be managed and regularly reviewed by DIAL, having regard to their availability, capacity constraints and the best use of Common Use Facilities.

7. Land, Office Space and Hangar Space

- 7.1 The Airport Users shall send a written request to DIAL for allotment of land / office space/ hangar space, as the case may be, required by it clearly mentioning the purpose for which it wishes to use the same (ie. to meet the admin / engineering / aircraft maintenance / parking of equipment, vehicle / storage, etc). The Airport Users should also specify the area in square meter which they need at the Airport.
- 7.2 On receipt of the request, DIAL would assess the request, subject to availability of the land/office space /hangar space and may offer on license basis equal or more or less than the area requested by Airport Users. DIAL shall consider the following factors while reviewing the request made by the Airport Users:
- (a) For an Airport User to be considered for granting the license of land/space, the purpose of activity for which the area is required shall be as per the requirements of OMDA.
 - (b) Credit History – The promptness and regularity of payments of the Airport Users in the past, to DIAL shall also be considered. Those Airport Users who have a history of delayed or non-payments might not be given a license for any further space.

8. General instructions to Airport Users

Airport Users shall follow the guidelines as laid down in **Schedule 7** while using the Common Use Facilities at the Airport.

9. Tangibles Policy

Airport Users shall follow the Tangibles Policy Document as affixed in **Schedule 6**.

10. Environmental Considerations

10.1 Airport Users who conduct business at the Airport are required to use a proactive approach in ensuring that all its employees and customers have an environment that is free from recognized safety and health hazards that could cause accidents and injuries. All Airport Users who conduct business at Airport have a duty and the obligation to comply with all applicable safety and health standards and with all Applicable Laws that apply to their employees' actions and conduct on the job.

10.2 Airport Users shall adhere to the following requirements:

- (a) Environmental commitment as per DIAL Environment Management Manual.
- (b) All applicable environmental requirements as mentioned in chapter 9 of Airport rules & regulation manual along with its annexure.
- (c) All the aviation environment directives/circulars/notifications inclusive of waste management issued by the DGCA and other Governmental Authority from time to time have to be adhered to.
- (d) Support in mutual agreed manner for sustainability initiatives organized by DIAL for Airport.

10.3 Airport Users are advised to follow the Civil Aviation Requirements section 10 – aviation environmental protection series 'b' part 1 issued on August 5, 2015 for "*Climate Change Initiatives and Local Air Quality Monitoring in Civil Aviation*".

10.4 Airport Users shall define the Environmental Key Performance Indicators (KPIs) as per need of environment management plan and monitor, review and analyze its environmental performance for continual improvement.

10.5 DIAL reserves right to review/audit the Airport Users adherence to DIAL environment management plan and its environmental performance. Audit may be conducted once in six months and frequency of audit may change as per the requirement and environmental performance.

11. Flight Catering

Airport Users will purchase on-board catering only from the authorised flight catering agencies as approved by DIAL.

12. Ground Handling

Airport Users will engage ground handling agencies appointed by DIAL. Line Maintenance services will be taken from agencies authorized by DIAL. The Ground Handling services will be availed/performed by the Airlines as per the Applicable Laws.

Service level must meet Standards as specified in Schedule 1. Additionally Users shall take full responsibility for care of their passengers including the baggage, in case of mishandling. Airport Users shall ensure that Ambulift is available with them or with ground handling agency.

13. Fire Safety

While using the office space at the terminal, Airport Users shall follow the measures listed under **Schedule 9**.

14. Safety Management System

14.1 With regards to DIAL Safety Management System, the Airport Users agree to:

- (i) comply with the safety requirements, rules and regulations related to apron management and apron safety management laid down by Governmental Authorities and DIAL.
- (ii) allow periodic safety audits of its premises, equipment used in apron and its procedures.
- (iii) impart all safety trainings, refresher training to its employees either by their own trainer or by DIAL.
- (iv) Actively participate in hazard identification and mitigation activities.

14.2 The Airport Users also agree to :

- (i) submit any reports, documents or procedures sought by DIAL as part of its safety or SMS requirements.
- (ii) share details of all near misses/ incidents/ accidents and CAPAs/ATRs with DIAL Safety department pertaining to them.
- (iii) support DIAL in all safety promotion activities.
- (iv) follow procedures as mentioned in the DIAL GOSM.
- (v) align the SMS of the Airport Users with the SMS of DIAL at IGI Airport.
- (vi) submit a copy of their corporate safety policy to DIAL Safety office, if the company's office is at Airport.
- (vii) Comply with all OSHAS regulations.
- (viii) fill up the details for the terminal work permit and safety plan and get approval from terminal safety department while carrying out civil works in the airline offices in Terminal Building .
- (ix) advise its civil contractor to present himself to the terminal safety department for necessary briefing before start of any work in the building or office . It would be the duty of the Supervisor/Airport Users to ensure the Safety Instructions are religiously followed.
- (x) permit workers to enter the terminal only with PPE.

- (xi) Mandatory reporting of safety related incidents at the Airport, such as bird strike, damage to aircraft or property, injury to passengers or staff etc., to AOCC immediately.

15. Security

The Airport Users shall undertake following security measures:

- (i) Airport Users shall permit only authorized personnel who are on duty and for a valid purpose to enter into the aircraft. The same principle also applies to their own staff.
- (ii) The person so entering the aircraft shall be frisked and the articles carried by him checked thoroughly by the staff of the Airport Users.
- (iii) Any item taken onto the aircraft shall also be subjected to thorough security check by the Airport Users.
- (iv) Passenger shall be permitted for embarkation after security clearance by the ASG or CISF on the basis of valid boarding Cards.
- (v) Any baggage carried by the passenger in hand shall be permitted subject to security clearance by the ASG or CISF.
- (vi) In case of high alert and on specific instruction of the BCAS, the Airport Users shall under take a second ladder point frisking of passengers/checking of hand baggage.
- (vii) Airport Users shall formulate and implement an AVSEC programme appropriate to meet requirements of national civil aviation security programme. Written copy of the aircraft operators AVSEC Programme shall be submitted to the Director General, BCAS for approval.
- (viii) No Airport Users shall be allowed to operate to/from airports in India unless their security programme is approved by the Director General, BCAS. Any change in such approved programme shall be made with prior approval of the Director General, BCAS.
- (ix) It shall be the duty of the Airport Users to comply with the provisions of the approved security programme.
 - (x) Airport Users AVSEC Programme shall specify the practices and procedures to be followed to protect passengers, crew, ground personnel, aircraft and facilities from acts of unlawful interference. Each Airport Users AVSEC Programme shall include, at minimum:
 - A) Objectives of the programme and responsibilities for ensuring its implementation;
 - B) Organisation of the Airport Users security functions and responsibility including the designation of the Chief of Security and security set up at Airport and corporate level.
 - C) Specific security measures in accordance with the instructions issued by BCAS from time to time which shall, inter alia, include the following aspects:

- a) Pre-flight/Transit and post flight security checks of the aircraft shall be carried out by the concerned airline operator as per guide lines laid down by BCAS Order no.09/2018 dated 28/08/2018 (procedure for aircraft security check and search).
 - b) Reconciliation of hold baggage with boarding passengers including transit and transfer passengers.
 - c) Procedure to ensure that no weapons, explosive and other dangerous devices are left on board by disembarking passengers at transit stops.
 - d) Measures to protect cargo, courier and express parcels, mail stores, catering supplies and checked baggage including all airports check in baggage.
 - e) Procedures to carry passengers under judicial or administrative proceedings (As per instructions of BCAS issued from time to time).
 - f) Procedures for the carriage of weapons in the cabin compartment and aircraft hold (As per instructions of BCAS issued from time to time)
 - g) Control of access to the parked aircraft.
 - h) Security of parked aircraft beyond operational hours.
 - i) Action and procedures in case of bomb threats, hijackings and sabotage and other threat to their operations.
 - j) In flight procedures when suspected items is found or believed to be on board of an aircraft.
 - k) Evacuation and search of aircraft on the ground.
 - l) Special security measures to be enacted during periods of increase threats on specified routes.
 - m) Measures to ensure effectiveness including adequate training of staff including X-BIS screening, physical check of baggage etc. and periodic testing of effectiveness and updating of the security programme; and any other AVSEC responsibilities allocated by the Director General, BCAS.
- (xi) The airlines are responsible to ensure that baggage are not tampered till the time of loading into aircraft or claim by the passenger.
- (xii) In Emergency, the affected carrier shall open information counters at the airport and city to provide correct information about the welfare of the Passengers/crew of the affected aircraft to their relatives and others.
- (xiii) The 4 level Inline Baggage Screening System at the Airport has been commissioned as per guidelines and specifications given by BCAS. It shall be responsibility of airlines to clear baggage in a timely manner from the level 4 area.

For any further clarification, Airport Users may contact DIAL security AVSEC vertical (contact no: 011-47197528).

16. Slots & Airport Operations Control Centre

- 16.1 IGI Airport is designated as IATA Level 3 – Slot Coordinated. This reflects increasingly scarce capacity at peak hours of operation and the need to implement scheduling processes that can promote best utilisation of the capacity.
- 16.2 Airport Users shall not operate to or from the Airport without first obtaining slots from DIAL. Airport Users are required to operate at the times allocated by DIAL.

- 16.3 Chapter 2 aircraft are being progressively phased out of Airport. Airport Users are requested to ensure that Chapter 2 aircraft are not engaged in operations and will not be deployed on services to/from the Airport. Aircraft not in possession of noise certification in accordance with the standards of Annex 16 to the International Civil Aviation Convention and/or aircraft whose noise certification does not conform to the minimum standards set out in Chapter 3 of part 2 Volume 1 of Annex 16 to the International Civil Aviation Convention will not operate to/from the Airport between 2300 to 0600 IST or as directed by Governmental Authorities. This annexure must be taken into consideration by Airport Users while submitting schedule proposals.
- 16.4 Airport User's slot performance and adherence is monitored according to the confirmed coordinated slot times. DIAL will monitor slot adherence, analyse and take appropriate action to address any misuse or abuse. All Airport Users are required to cooperate and provide any information requested by DIAL during analysis.
- 16.5 Aircraft subject to unforeseen operational delays should contact AOCC to advise the expected time of arrival and departure. There is no need to request a new slot in cases of unforeseen operational delays where the operation will take place within 24 hours of the agreed slot time. Examples of unforeseen operational delays include aircraft technical issues or weather conditions that could not have been planned for.
- 16.6 General aviation operators are required to contact AOCC via Portal prior to operation for obtaining arrival or departure slot.
- 16.7 All ad hoc landing permissions issued by DGCA are subject to the availability of parking for the specified aircraft on the required apron, terminal capacity for passenger flights and resource availability.
- 16.8 Check-in counters will generally be allocated for STD minus 3.30 hrs till STD minus one hour for international flights and 45 minutes for domestic flights for any type of aircraft (wide body or narrow body). Airport Users to provide book load of their flight in advance (at least 48 hours prior to the date of STD). Counters will be assigned based upon evaluation by AOCC including booked load. No fixed allocation of Counters will be made to the Airport Users, It can change based upon operational or maintenance requirement. Counters for special services like Crew, First Class, Business Class, etc shall allocated be based upon availability of counters.
- 16.9 Boarding gate will be assigned by AOCC based upon requirement and availability.

Airlines operating flights from contact stands (PBB) with more than 3 hours of ground time shall shift their aircraft to a remote stand after disembarkation of their passengers and baggage so as to optimize the usage of contact stand. Shifting of the aircraft must take place as mentioned below:

- (i) Narrow body aircraft: 60 minutes from the "on blocks" of aircraft.
- (ii) Wide body aircraft: 90 minutes from the "on blocks" of aircraft.

16.10 Parking Responsibility

As and when DIAL or DIAL's authorized representative instructs, the operator of any aircraft parked or stored at the Airport shall move the said aircraft from the place where it is parked or stored. On failure of the Airport Users to comply with such instructions, then DIAL or DIAL's Representative may move the aircraft at the expense of the owner or operator. DIAL shall not be held responsible/liable, in any manner whatsoever, in case of any damage to the aircraft during the process of such removal.

16.11 Airport Users will actively participate in ACDM and provide information required for ACDM application.

16.12 Data Requirements

(i) Airport Users shall comply with data requests issued by DIAL for the purposes of invoicing, reconciliations and supporting the planning, operation and performance management of the Airport. DIAL shall be entitled to publish any such information for the purpose of comparing the Airport Users performance (e.g. Arrival and Departure On Time Performance, Slot Utilisation, processing time at passenger check in etc) in such format as it may from time to time determine.

The Airport Users shall, furnish on demand, in such form as DIAL may, from time to time, determine:

- i) Fleet details including aircraft type and registration, number of seats, Maximum Take-Off Weight (MTOW in kilograms) of each aircraft owned or operated by the operator.
- ii) Details of the Aircraft's ascertained NO_x emissions in respect of each aircraft owned by the operator.
- iii) Details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by the Airport Users.
- iv) Scheduled time of operation in (UTC) of all flights from point of origin to Airport with flight duration.
- v) Information related to the movement of its aircraft the airport within 24 hours of each of those movements. This will include information about the total number of passengers originating, terminating, exempted category, transiting or transferring (male, female, children, infant, crew, split by travel class), baggage and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport.

16.13 IT Requirements

- i) The Airport Users agree to take reasonable steps to inform DIAL in advance of IT systems or IT infrastructure changes within Airport Users organization which Airport Users's considers will have an impact on DIAL's operational IT systems.
- ii) The Airport Users must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between Airport Users DCS and DIAL and:

- a) take all reasonable steps to ensure that accurate data is contained within Airport Users central systems (including any websites) and the DCS at all times;
- b) ensure that in the event of flight cancellation, Airport Users DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to DIAL as soon as reasonably possible after the cancellation is identified; and
- c) where Airport Users make any change to or replacement of Airport Users DCS that has a risk of impacting the wider airport community, Airport Users must notify DIAL.

The Airport Users shall also provide DIAL with timely transmission of complete and accurate operational data by direct automatic electronic using (and conforming to) IATA messaging and communication standards, as detailed throughout the data requirements section.

The required operational data includes:

- i) Aircraft type and registration (including aircraft substitutions).
- ii) Variations to schedule (including flight number, aircraft type, number of seats, route and scheduled time of operation).
- iii) Estimated Times of Operation to an accuracy of +/- 5 minutes, including complete delay codes.
- iv) Turnaround linked flight numbers and registrations (including changes).
- v) Delay codes in accordance with IATA AHM 730.
- vi) Movement Messages (MVT).
- vii) Arrival and Departure Load Distribution Messages (LDM).
- viii) Passenger Transfer Message (PTM) for Arriving flights.
- ix) Baggage information messages (BIM's)
- x) Automated message confirming loading of baggage at its point of reconciliation;

17. Abandoned & Disabled Aircraft

17.1 Subject to air traffic clearances and any operational guidelines issued by DIAL for the use of the Common Use Facilities, Airport Users shall:

- i) have in place a Disabled aircraft removal plan as per the statutory guidelines and periodic updation of the same and give a copy to DIAL;
- ii) move a Disabled Aircraft to another position at the Airport; or
- iii) remove a Disabled Aircraft from the Airport at Airport Users sole cost and responsibility and within the specified time as provided by DIAL.

17.2 Airport Users shall ensure that adequate aircraft recovery procedures, qualified personnel and equipment is available for the removal of Disabled Aircraft within the time prescribed by DIAL. Failure to remove the Disabled Aircraft within the prescribed time will result in a charge being levied on the Airport Users which shall be equal to the loss of business to DIAL at the Airport.

- 17.3 Failure of compliance by the Airport Users of the preceding conditions will give DIAL the right to move or remove the aircraft in accordance with doc 9137 ASM Part 5 of “Airport Services Manual of ICAO”. The cost and responsibility of having the aircraft moved or removed shall be of the Airport Users. Airport Users shall also be required to pay for landing, parking & other stipulated dues for the disabled aircraft.

18. Medical Emergency

Medical services at the Airport primarily cater to the following requirements:

- (i) Requirement of ambulance for transfer from city side to aircraft and vice versa;
- (ii) Medical emergency at the Airport

For Medical emergency on board, the Airport Users shall comply with the requirement as provided in **Schedule 8**.

19. Inadmissible passenger

- 19.1 It is the responsibility of the inbound airline to make sure that passengers travelling to India have proper documentation. In the event of an inadmissible passenger arriving to India, it is the sole responsibility of the Airport Users to arrange and cover the cost of a return ticket to return the passenger to their country of origin.
- 19.2 After receiving the Inadmissible Passenger Form from the Immigration Authorities, the inbound airline must ensure the removal of the passenger from the country on the next available flight to the airport of origin. If the inbound airline aircraft is not a turnaround operation, in most cases the passenger must be removed from the country on the next departing flight within 24 hours following that arrival.
- 19.3 During the waiting time based on the above points, the inbound airline shall take full responsibility for the passenger’s welfare at the Airport and provide all necessary amenities. If the Airport Users does not have a scheduled flight, or has no available space on that flight, within 24 hours of arrival of the inadmissible passenger, the Airport Users should arrange for the passenger to be returned on another Airline and bear full costs of the ticket.
- 19.4 The Airport Users shall provide DIAL with the final date of departure of the inadmissible passenger.

20. Transit/Transfer passengers

- 20.1 Airport Users are responsible to ensure that Transit/Transfer passengers are holding proper documents and connecting ticket to a final destination and the transit time shall not exceed 24 hours from arrival to Airport. In case of non compliance , the Airport User bringing in

the passenger shall be responsible for the full welfare of passenger and provide all necessary amenities.

21. Smoking

- 20.1 Smoking is not allowed inside Airport terminals, and concourses, except in areas that have been designated and approved as smoking areas.

22. Advertisement & Signage at the Airport

- 22.1 DIAL reserves all rights related to post, distribute or display signs, advertisements, circulars or other printed or written matter at the Airport. No stakeholder is allowed to be involved/do any of these activities at the Airport without the prior written approval from DIAL. Also DIAL reserves all rights related to wireless and communication antenna at IGI Airport. Any media related activity must obtain prior written approval from DIAL Corporate Communications department.
- 22.2 DIAL conducts regular audit exercises. Airport Users, if found in violation will be asked to remove unnecessary materials within 24 hours. DIAL will remove the unnecessary material if not removed by the Airport Users within the prescribed time.

23. Commercial Photography, Film and Recording on Airport

- 23.1 Unless authorized in writing by DIAL and DGCA, no person shall take still, motion, or sound motion pictures or sound records or recordings of voice or otherwise for commercial, training, educational or any other purposes, or use electronic amplification devices in public areas of the terminal or on the public areas of any facility under the administration of DIAL.
- 23.2 DIAL, its authorized representatives and agents reserve the right to photograph and/or film airline facilities, vehicles, equipment, personnel and/or aircraft in the context of general airport operations as part of its efforts to create communication support materials to establish the context of its operations and client base for use on its website, newsletters and internal and/or international communication vehicles. Any independent media or third party requests to film or take pictures of specific airline brands or operations will be referred directly to the airline representative for review and approval as required apart from authorization from DIAL and DGCA.
- 23.3 Any form of data collection, research, survey, promotional activity can not be undertaken without the permission of DIAL.

24. Tariff & Charges

- 24.1 Aero charges are regulated as per the provisions of OMDA, SSA and AERA.
- 24.2 Airport Users shall pay to DIAL the following charges on a fortnightly basis:-

i) Charges for aeronautical services as approved by AERA and other utility charges like

water, electricity, air- conditioning & sewerage.

- ii) Office space and land (as per the license agreement with DIAL)
 - iii) Marketing and promotional activities (if any).
- 24.3 In addition to above mentioned charges, Airport Users would need to make timely payment for services availed by the Airport Users at the Airport, in accordance with their agreement with the respective concessionaires/service providers such as:- fuel suppliers, cargo terminal operators, flight caterers, IT service providers etc.
- 24.4 Airport Users must pay DIAL charges for using Common Use Facilities at the Airport as may be disclosed by DIAL /Governmental Authority.
- 24.5 The charges for using Common Use Facilities at the Airport:
- i) accrue from day to day; and
 - ii) are payable in INR / foreign currency (as acceptable by DIAL) subject to Applicable Laws; and
 - iii) subject to change as and when implemented by AERA.
- 24.6 If Airport Users have a credit account with DIAL, DIAL will invoice the Airport Users for charges.
- 24.7 Subject to clause 28, Airport Users must pay the invoiced amount within the time stated for payment in the invoice by one of the methods for payment shown on the invoice.
- 24.8 Unless Airport Users have a credit account with DIAL, Airport Users must pay the charges owed to DIAL before Airport Users aircraft leaves the Airport.
- 24.9 Diverted flights are not exempted from airport charges. All relevant airport charges are applicable and payable by the Airport Users.

25. Submission of information for computation of charges

- 25.1 This clause applies where DIAL requires information from the Airport Users for the purpose of calculating charges payable by the Airport Users for use of the Common Use Facilities.
- 25.2 If Airport Users use Common Use Facilities that are subject to charges based on passenger numbers, Airport Users must provide DIAL within 4 hours of Arrival/Departure of flight the following information in the format provided by DIAL:
- i) the number of Embarking Passengers on Airport Users aircraft operating at the Airport on that day;
 - ii) the number of Disembarking Passengers from Airport Users aircraft operating at the Airport on that day; and
 - iii) the number of Transfer/Transit & other exempted Passengers from Airport Users aircraft operating at the Airport on that day;

Note: If the Airport Users are an existing Airport User, Airport Users need to provide DIAL with all such information which is required to be furnished as per these Conditions of Use, on immediate basis but not later than 7 days of such change, excluding such information which has already been submitted by the Airport Users to DIAL, information DIAL specifically requests from time to time, or the details of any changes to information Airport Users have previously supplied.

- iv) If the Airport Users have provided information to DIAL and there is a discrepancy in that information, then the Airport Users must provide DIAL the correct information within twenty four hours of the flight time. Airport Users must, at the same time, provide DIAL an explanation of why the original information had discrepancy. DIAL will accept the later information as being correct and accurate, unless DIAL is not satisfied with the explanation provided to support the change.
 - v) to enhance the operational efficiency and raising of the correct invoices by DIAL, Airport Users are requested to send DIAL the SITA TELEX messages under i) MVT, ii) LDM, iii) PSM, iv) PTM & v) BTM
 - vi) any further disaggregation of passenger numbers as DIAL may require for determining charges payable by Airport Users.
 - vii) In case of implementation of system by DIAL for automated transfer of pax data from Airport Users system to DIAL system, the Airport Users will be required to share such relevant information for billing and MIS purposes as may be mandated by DIAL.
- 25.3 Within 7 days of each month in which Airport Users used Common Use Facilities, Airport Users must provide DIAL with details of the type, registration no., seating capacity and MTOW of each aircraft which Airport Users use at the Airport, if the Airport Users have not already done so.
- 25.4 Airport Users acknowledge that DIAL will use the information, Airport Users provided to DIAL under clauses 25.2 and 25.3 for the purpose of calculating the charges payable by the Airport Users for using Common Use Facilities at the Airport.
- 25.5 Further, in case of payment of any passenger charges to DIAL by Airport Users consequent upon reduction in tariff as may be mandated by Governmental Authority, the Airport Users would be required to submit the CA Certificate within 30 days after expiry of timelines for refund of passenger charges to respective passengers as directed by above cited authorities and release payment to DIAL within 15 days from the date of invoice. Any failure in meeting aforesaid timelines will attract interest @ 18% p.a. after close of 45 days (30 days of CA Certificate and 15 days for release of payment).
- 25.6 If Airport Users do not comply with clauses 25.2 or 25.3, then Airport Users agree that DIAL may charge Airport Users for use of Common Use Facilities on that day on the basis that all seats on the aircraft operated by the Airport Users on that day was in fact occupied by a passenger, there shall be no subsequent reconciliation with the actual number of passengers and no refund of any charges considered.

- 25.7 If Airport Users provide the information required under clauses 25.2 and 25.3, the charge DIAL has levied and Airport Users have paid DIAL those charges in accordance with this clause and on reconciliation DIAL believes that DIAL has been overpaid, then DIAL will refund the Airport Users the amount (without any interest) DIAL calculates to have been overpaid.
- 25.8 Airport Users acknowledge that DIAL may verify from time to time information Airport Users have provided to DIAL by means including (but not limited to):
- i) Reference to data collected by the Indian Immigration Service;
 - ii) Information made available by Airport Users to DGCA directly; and
 - iii) Directly counting passengers embarking or disembarking from aircrafts operated by Airport Users.

Airport Users will assist DIAL to identify the reason for any differences between the information provided by Airport Users under clause 25.2 and 25.3 and the information collected by DIAL under this clause.

- 25.9 If, after the end of a Schedule, DIAL asks the Airport Users to do so, Airport Users must give DIAL certified statements by independent auditors verifying, for the Schedule just expired, the accuracy of the information Airport Users have previously given to DIAL under this clause. Airport Users shall select the auditors from the list as provided by DIAL. Airport Users must provide DIAL the certified statements within 30 days of the date of DIAL's request.

For the purposes of this clause 25.9, 'Schedule' means, in each year:

- i) for the summer schedule, the period commencing on the last Sunday in March and ending on the last Saturday in October;
 - ii) for the winter schedule, the period commencing on the last Sunday in October and ending on the last Saturday in March.
- 25.10 Airport Users must permit DIAL (or DIAL's agents or accountants), on reasonable notice and at reasonable times, to audit, at DIAL's expense, Airport Users records and systems which relate to the information Airport Users must give DIAL under this clause.
- 25.11 If:
- i) the certified statements provided under clause 25.9; or
 - ii) an audit by DIAL under clause 25.10, discloses any error in the information Airport Users have given to DIAL under clauses 25.2, 25.3 and;
 - iii) if it is found in the opinion of the DIAL that the information Airport Users have given to DIAL under clauses 25.2, 25.3 was in error and the Airport Users agree on the same, DIAL will immediately raise an invoice to the Airport Users for the differential charges which the Airport Users should have paid to DIAL, if the information Airport Users gave

to DIAL under clauses 25.2 and 25.3 was not in error. If the extent of the error in DIAL's favour is more than five per cent (5%) of the information actually given to DIAL, then the Airport Users must reimburse DIAL for the cost of DIAL's audit under clause 25.10.

25.12 DIAL will use its reasonable endeavours to maintain the confidentiality of any information (which Airport Users advise DIAL in writing of being "confidential") provided to DIAL under this Agreement, subject to the following:

i) DIAL may use the information for the purpose of Airport capacity planning and forecasting (including disclosing the information to DIAL's professional advisers under declaration of oath of confidentiality); or

ii) DIAL may use the information for aggregation into 'total domestic and regional passenger' or 'total international passenger' data for the Airport, which DIAL may disclose into the public domain; or

iii) DIAL may disclose the information, if Airport Users agree in writing; or

iv) If DIAL is required to do so by Applicable Laws.

25.13 The following information shall not be considered "confidential", even if marked by Airport Users as "**confidential**":

i) which, though originally confidential, subsequently becomes part of the public domain through no fault of the DIAL ; or

ii) information which was in DIAL's possession, prior to receipt thereof from the respective Airport User, as reasonably evidenced by written records or other writings in existence, or by actual proof of use by the DIAL prior to the disclosure by the respective Airport User; or

iii) Information which was already in the public domain at the time of disclosure.

26. **Security Deposit**

26.1 Airport Users shall provide to DIAL with a security deposit in the form of a demand draft for an amount equal to DIAL's reasonable estimate of the Airport charges, the Airport Users are likely to incur over two months period. The security deposit is subject to further revision based on the operations of the Airport Users / applicable tariff from time to time. For existing airlines, peak period of last twelve months will be considered as the base and depending on the figures, two months in case of security deposit in the form of Cash deposit or in case of Bank Guarantee in the format prescribed by DIAL will be required. Security deposit in cash mode will not carry any interest and will be refunded upon settlement of all pending dues on all accounts (Aeronautical charges and Non-Aeronautical charges) and submission of TDS Certificates, CA Certificate, if any applicable including any other requirement prescribed by DIAL.

- 26.2 Airport Users will provide the security deposit (as above mentioned) as a prerequisite before the commencement of flight operations at the Airport.
- 26.3 If DIAL requires Airport Users to provide a top-up security in accordance with clause 26.1 then it will be necessary that Airport Users do so within 15 days from the date DIAL notifies the Airport Users to do so. Failure to update the Security Deposit in line with DIAL's requirements will attract interest @ 18% per annum in case of Cash deposit whereas in case of Bank Guarantee, the Airport Users will be put on Cash and Carry mode. Any change in the policy will be made applicable from the date of notification.

27. Varving Charges

Subject to any order of the Governmental Authority and other notifications by DIAL, any charge of whatsoever nature, security deposit or the application of them at any time may vary by giving Airport Users, a notice in writing of a proposed maximum increase in charges or security deposit or their application. The variation will become effective after expiration of the notice.

28. Non-Payment of Charges

- 28.1 If Airport Users do not pay the amount towards the charges in time, Airport Users shall be liable to pay an interest @ 1.5% per month on the amount from and including the day the amount becomes payable to and including the day Airport Users pay the amount and all interest accrued on it.
- 28.2 In the case of a dispute, any undisputed amounts, or portions, are to be paid within the time required by the invoice.
- 28.3 Subject to clause 28.2, if Airport Users do not pay DIAL an amount as per this Condition of Use or under any agreement executed between DIAL and the Airport Users, including:
- i) Charges for the Common Use Facilities;
 - ii) Unconditional bank guarantee/ security deposit in accordance with clause 26.1;

DIAL has a right to, refuse to allow any or all of Airport Users aircrafts to use Common Use Facilities at the Airport; and/or use reasonable means to detain any of Airport Users aircraft until Airport Users have paid all due charges and interest, however DIAL has the right to put the Airport Users on cash and carry till the time all dues are cleared and the required bank guarantee is in place.

- 28.4 Unless DIAL gives the Airport Users express written consent, Airport Users are not allowed to make any set-off against or deduction from the charges for using DIAL's Common Use Facilities. This includes, where relevant, any claim for set-off from the bank guarantee that Airport Users have provided to DIAL in accordance with clauses 26.1 and 26.3 respectively.
- 28.5 Any payment received from any Airport Users towards overdue would first be appropriated towards interest before adjusting other overdue charges.
- 28.6 The exercise of above rights by DIAL is without prejudice to rights available to DIAL under the Applicable Laws.

29. Recovering of Money Due to Damage

Airport Users are responsible for any damage done by their aircrafts or other vehicles at the airside. DIAL will raise a debit note in favor of the Airport Users as per the actual charges and the valuation of the actual charges will be done by the vendors appointed by DIAL.

30. Labour & Wages at IGI Airport

No contract labour is allowed at the Airport without written permission from DIAL and if any such labour is allowed, Applicable Laws must be complied with.

31. Insurance

Airport Users are required to take insurance as provided in **Schedule 5**.

32. General Compliance

- 32.1 The instructions, orders or directions published from time to time by DIAL that may supplement, vary or discharge any of the terms and conditions of use set out herein, must be complied with by the Airport Users.
- 32.2 Directives and regulations issued from time to time or set by DGCA, BCAS or any other Government Authorities must be fully complied with.
- 32.3 DIAL in coordination with the Government Authorities has the right to inspect any facilities at the Airport to for health, safety, environmental and security concerns.

33. Usage of Common Use Facilities

- 33.1 While using the Common Use Facilities at the Airport, Airport Users shall comply with the following (including any revisions/amendments from time to time):
- i) All Applicable Laws;
 - ii) Airport Security Programme;
 - iii) Airport Rules & Regulations Manual;
 - iv) Standard operating procedure for the Common Use Facilities (“SOPs”);
 - v) Other conditions, instructions, order and directions issued by DIAL for the day to day operation of the Airport;
 - vi) Directions from the BCAS, DGCA, MoCA or any Governmental Authority;
 - vii) These Condition of Use;
 - viii) All terms and conditions of any agreement, if executed between DIAL and the Airport Users.
 - ix) Environment Management Manual.

It is the responsibility of all Airport Users to ensure that all their employees, directors, agents, representative, contractors have familiarized itself with these Conditions of Use.

- 33.2 Airport Users shall not do anything which puts DIAL in breach of any Applicable Law, and shall always co-operate with DIAL in its provision of the Common Use Facilities (including complying with DIAL’s reasonable directions arising out of Airport Users use of the Common Use Facilities).
- 33.3 Airport Users accept that:
- i) access to Common Use Facilities is subject to the demands of other Airport Users of the Airport; and
 - ii) use of the Airport is subject to Applicable Laws including those dealing with slot allocation and curfews.
- 33.4 DIAL does not make any representation or warranty in connection with the use of the Airport.

34. Effect of non-compliance of these “Conditions of Use”

- 34.1 If the Airport Users do not comply with any of the requirements/obligations under these Conditions Of Use, DIAL may give the Airport Users 7 days notice in writing for such non-compliance. If at the expiry of such 7 days notice, Airport Users do not comply with the requirements of such notice, DIAL shall have the right, including but not limited to:
- i) Stop the Airport Users from using the Common Use Facilities and Common Use Areas, at the Airport.
 - ii) Ensure the vacation of the Airport Users from the Airport and recover the cost along with a service charge of 25% of the cost from Airport Users.

35. Governing Law

The laws of the Republic of India shall apply to all Airport Users for the purpose of these Conditions of Use.

36. Force Majeure

- 36.1 DIAL shall be entitled to suspend or excuse performance of its obligations under these Conditions of Use to the extent that the DIAL is unable to render such performance by an event of Force Majeure (“**Force Majeure**”).
- 36.2 “Force Majeure” means any event or circumstance or a combination of events and circumstances, which materially and adversely affects the performance of an obligation and is beyond its reasonable control and includes the following events and/ or circumstances:
- i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
 - ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;

- iii) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Airport;
- iv) strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political affecting the Airport;
- v) any effect of the natural elements, including lighting, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;
- vi) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
- vii) epidemic or plague within India;
- viii) aircraft accident or breakdown;
- ix) any period of step-in by AAI, under the OMDA exceeding a period of three months.

Notwithstanding anything contained herein, a strike by general employees at the Airport shall be an event of Force Majeure.

- 36.3 DIAL shall not be liable in any manner whatsoever to the Airport Users in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

37. Dispute Resolution and Jurisdiction

- 37.1 Any dispute, difference, claim, question or controversy between DIAL and the Airport Users (jointly referred to as the “Parties”) arising out of or in relation to this Condition of Use (“Dispute”) shall initially be resolved by amicable negotiations between the Parties. If the Dispute is not resolved by amicable negotiations within thirty (30) days of the written notice of the existence of any such Dispute, the Disputes shall finally be referred to a sole Arbitrator. For the appointment of the sole arbitrator, DIAL shall, within 10 (ten) Days of the invocation of the arbitration clause hereunder, provide a list of 4 (four) retired Supreme Court and/or High Court judges (“Nominees”) to the Airport Users. The Airport Users shall then, within 10 (ten) Business Days of the receipt of the aforementioned list, nominate 1 (one) of the Nominees as the sole arbitrator.

Provided, if the Airport Users fails to nominate a sole arbitrator within the abovementioned time period, the Nominee on the top of the list (as provided by DIAL to the Airport Users) shall be appointed as the sole arbitrator or if he shall be unable or unwilling to act as such, the next Nominee on the list shall be so appointed;

Provided further, if DIAL fails to provide the list of Nominees within 10 (ten) Days of the invocation of the arbitration clause, the court shall appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.

- 37.2 The award passed by the sole Arbitrator shall be final and binding on the parties.

- 37.3 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of the arbitration. The venue of the arbitration shall be New Delhi, India and it shall be conducted in English language.
- 37.4 The arbitral award shall be in writing and be final and binding on the parties concerned. The award may include an award of costs, including reasonable attorney's fees and disbursements.
- 37.5 Subject to as provided above, the courts of competent jurisdiction at Delhi shall only have the exclusive jurisdiction to adjudicate any Dispute under these Conditions of Use.

38. Indemnity

- 38.1 Airport Users shall defend, indemnify and hold DIAL harmless from and against any and all claims, proceedings, losses, liabilities, suits, judgments and costs, in respect of acts, omissions or events which occur (each a "**Claim**") arising out of:
- i) Airport Users acts, which is in breach of these Conditions of Use and such other terms and conditions contained herein;
 - ii) any damage Airport Users aircraft/equipment/individual may cause to DIAL's property;
 - iii) any costs DIAL incurs in detaining any of Airport Users aircrafts;
 - iv) claims for personal injury, death, loss or damage to property caused or contributed to by the Airport Users , unless it is caused by DIAL's negligence or the negligence of DIAL's officers, employees or agents; and
 - v) any indemnity obligations that may be incurred by DIAL under the OMDA for reasons as attributable to the Airport User.
- 38.2 DIAL and its officers, employees or agents are not liable for:
- i) loss or damage caused for any reason to an aircraft, its equipment, its load or the property of its crew or passengers at the Airport; or
 - ii) personal injury caused for any reason to the crew or passengers of, or persons servicing, an aircraft at the Airport, unless it is caused by DIAL's own negligence or recklessness, or the negligence or recklessness of DIAL's officers, employees or agents;
 - iii) any loss Airport Users suffer for any reason because of the Airport or any part of it is closed or any service or facility at the Airport is unavailable;
 - iv) any loss Airport Users suffer, or any person claiming through Airport Users suffers, for any reason because of delays in the movement or scheduling of Airport Users aircraft;
 - v) any injury or loss because of Airport Users or Airport Users's service provider's equipment or vehicle;

- vi) any consequential injury, loss or damage in connection with the use of or closure of the Airport (including anything referred to in sub-clause (a) or (b) of this clause).
- vii) Any loss or damage of whatsoever nature caused or likely to be caused due to the reasons attributed to any third party at the Airport.

39. Clarifications

Where a doubt arises as to the interpretation of any of these Conditions of Use contained herein, the clarifications issued by DIAL shall be treated as final and binding on the Airport Users.

40. Services DIAL does not provide

DIAL does not provide:

- (i) Air Traffic Management & Communication, Navigation & Surveillance
- (ii) Meteorological services; and
- (iii) such other activities as listed in the OMDA as Reserved Activities.

SCHEDULE 1
OBJECTIVE SERVICE QUALITY REQUIREMENTS

Performance Area & Performance Measure	Target
Wheelchair availability	100% of time within 5 minutes
Assistance to disabled	100% of time within 5 minutes
Check In time Maximum Queuing time	Business Class: 05 minutes
	Economy Class: 20 minutes
Baggage delivery (Time for bag delivery after aircraft arrival)	Domestic: First bag - 10 minutes from on blocks time, Last bag - 30 minutes from on blocks time
	International: First bag - 15 minutes from on blocks time, Last bag - 40 minutes from on blocks time

SCHEDULE 2
CUSTOMER CREDIT APPLICATION DETAILS

In order to commence operations at the Airport , the Airport Users are required to submit certain documents in order to facilitate smooth operations & credit facility with DIAL:

1. Copy of DGCA approval.
2. Copy of airworthiness certificate for aircrafts operating in Delhi.
3. Copy of schedule filed & duly approved by DGCA.
4. Security deposit amount of Rs [●] by way of Demand Draft payable at Delhi or wire transfer to the account details attached.
5. Contact Persons: Head Office contact, Country Manager, Station Manager, Accounts In-charge.
6. 02 and 03 letter IATA & ICAO codes (if applicable).
7. Copy of MTOW, seating capacity & category (C/D/E/F) of current fleet.
8. PAN No (Permanent Account Number) - Income Tax requirement.
9. TAN No (Tax Payers Account Number) - Income Tax requirement.
10. Service Tax No - Income Tax requirement.
11. Local mailing address for any correspondence & billing address once credit is approved.
12. Enclosed is a client information form for the Airport Users to update.

Besides the above, certain queries from DIAL's operations team required to be addressed are:

1. Who is the GSA and ground handler? How many staff does the Airport Users have to support this operation?
2. Who is the Airport Manager, Country Manager and their contacts?
3. Is there any office space taken up by Airport Users?
4. Which Check in Counters the Airport Users would be operating from and have the Airport Users tied up with DIAL's IT JV?
5. Have Airport Users given the logo for updation in FIDS and flap boards? Destination and airline name addition in Automated Announcement System?
6. Have Airport Users taken the Airport rules and regulations manual?
7. Have all regulatory agencies been informed about airlines operations and have necessary approvals been taken?

Account Opening Form for Client Information

DELHI INTERNATIONAL AIRPORT LIMITED		
New Udaan Bhawan, Opp. Terminal 3, Indira Gandhi International Airport, New Delhi-110037		
CUSTOMER CREATION FORM		
Name of Customer	:	
Customer Code (Please leave blank)	:	
Two Letter Code (In case of Airline)	:	
Three Letter Code (In case of Airline)	:	
<i>GST No. & GST Address for billing</i>		
GST No.	:	
House Number/Street Number	:	
Street Number	:	
City	:	
State	:	
PIN Code (Mandatory)	:	
<i>Customer Contact Details of following with respect to Name, Designation, Email id, Mobile No., Landline No.</i>		
CEO		
CFO/Head of Finance		
COO		
Country Head		
Station Head		
Security Head		
Station finance and accounts person		
Contact Person Name for billing & payment:	:	
Designation	:	
Email ID	:	
Mobile	:	
Landline	:	
<i>E-Mail IDs for sending digitally signed bills</i>		
(Maximum five IDs can be provided)		
GST No. (self attested scan copy to enclose)	:	
PAN No. (self attested scan copy to enclose)	:	
TAN No. (self attested scan copy to enclose)	:	
We hereby declare that the particulars given above are true, accurate and complete. We also confirm to accept digitally signed invoices to the above given e-mail IDs.		
Customer Signature with Seal		
Authorised Signatory		
Dated:		
FOR INTERNAL USE (DIAL) ONLY		
Account Manager (Commercial)	Approved by	
Commercial Department	Commercial Dept. Dept.	Finance
Name & Designation	Name & Designation Designation	Name &

For All payments other than ASF

Particulars	Details
Bank Name	ICICI Bank Limited
Bank Account No	006505002685
Account Name	Delhi International Airport Ltd.
Address	C-17, Local Shopping Complex, Pashchimi Marg, Vasant Vihar, New Delhi-110 057
RTGS /NEFT CODE	ICIC0000065
MICR Code	110229008

For Depositing ASF

Particulars	Details
Bank Name	Corporation Bank
Bank Account No	CBCA01000080
Account Name	Delhi International Airport Ltd.
Address	Industrial Finance Branch, First Floor, Main Arya Samaj Road, Karol Bagh, New Delhi-110005
RTGS/NEFT Code	CORP0000447
MICR Code	110017012

SCHEDULE 3
NOTIFICATION OF AIRCRAFT DETAILS

Aircraft Registration: _____
Aircraft Type: _____
MTOW of aircraft: _____
Seating capacity of aircraft: _____
Category code of aircraft (C/D/E or F) _____

Certificate of Registration Holder:

Name: _____
Address: _____
Contact number: _____

Owner: (if different to C of R holder)

Name: _____
Address: _____
Contact number: _____

Airport User :

Name: _____
Address: _____
Contact number: _____

Effective Dates of Operation:

From: _____
To: _____

Signature of person completing the form

Please identify by circling whether Airport Users are the C of R Holder / Owner / Airport User.

SCHEDULE 4
COMMON USE FACILITIES

- Runways, taxiways, aprons and roads
- Airfield lighting, signage & visual navigation aids
- Aircraft parking stands and associated facilities
- Aerobridges
- Boarding gates
- CUTE System
- Departure lounges and holding lounges (but excluding commercially important people lounges)
- Immigration and customs service areas
- Public address systems, public paging systems
- Baggage make-up, baggage handling and baggage reclaim area
- Common use and kerbside check- in-counters
- Domestic and International baggage claim facility
- Inbound and Outbound baggage handling system
- Utilities and computer terminals, hardware, software, counter space etc.
- Public areas in terminals, public amenities, public lifts, escalators and moving walkways
- Flight information display systems
- Landside roads, landside lighting and covered walkways
- Other activities related to passenger services at the Airport if the same is non -aeronautical activity.

SCHEDULE 5 INSURANCE POLICY REQUIREMENTS

Each Airport Users must, at its own cost and expense ensure that insurances as specified below are affected and remain valid and in full force and effect and subscribing to the following norms:

1. Property insurance in respect of "All Risks" to the fullest extent available and customary for physical loss or damage including but not limited to in respect of damage by Aircraft and objects falling there from, earthquake and terrorism for full reinstatement value (including allowance for professional fees and removal of debris costs).
2. Motor vehicle insurance for the vehicles owned by Airport users or operated by Airport Users on a comprehensive basis to the fullest extent available for own damage including unlimited Property damage and third party liability.
3. Workmen's compensation insurance policy which shall cover all the workmen of the Airport Users working at the project site, to the fullest extent available including cover under the Fatal Accidents Act, 1855.
4. Legal Liability Insurances including the following coverage:
 - (i) Personal injury;
 - (ii) Products and completed operations;
 - (iii) Sudden and accidental pollution liability;
 - (iv) War, hijack and terrorism legal liability;
 - (v) Medical expenses

to such extent as described below, stipulating among other things:

- (a) The Legal Liability Insurance Policy shall define the Airport User and its subsidiary, associated and affiliated companies or owned or controlled companies, presently in existence or to be constituted subsequently, including its joint ventures as the insured, who shall be contractually obligated to provide coverage and the insured shall include DIAL, AAI, its directors, officers, servants, employees, agents, contractors and subcontractors as additional insured's for their respective rights and interests;
- (b) Waiver of any right of subrogation against DIAL;
- (c) A breach of warranty cover serving for such insurances not to be invalidated by any breach or violation of any warranties (including misrepresentation or non-disclosure), declarations or conditions in such policies by the insured or any other person (other than DIAL);
- (d) Contain a severability of interest clause serving as if a separate policy had been issued to DIAL except in respect of the limit of liability stipulated under such policy;
- (e) For such policy (ies) to be primary and without right of contribution from any other insurance carried by DIAL;

- (f) Provide that DIAL will have no responsibility for payment of premium there under;
- (g) Provide for provision as to cancellation or automatic termination or material alteration adverse to the interests of DIAL by the giving of no less than thirty (30) days (7 days or such lesser period in respect of war and allied perils) notice in writing. Notice deemed to be commencing from the date such notice is given;

SCHEDULE 6
TANGIBLES POLICY DOCUMENT

Item	Policy	Dimensions
1. Carpets/ Mats (Business / First class counters)	<ul style="list-style-type: none"> To be placed by the Airline only at the First/ Business class counters. Carpets should not be faded Item, torn or dusty and should be in sync with the ambience of the Airport. 	Not to exceed Length: 8 Ft Width: 3 feet
2. Podiums (Document Check counters)	<ul style="list-style-type: none"> Allowed to be brought by Airlines. Branding if any not to exceed 1.5ft X 1 feet on the front of the podium. Should not be: chipped off, paint faded or dusty. Use of good quality materials 	Not to exceed: L: 4Ft X W:2ft X B: 2Ft
3. Hand Baggage Sizer at Check-in area and Baggage Sizer at boarding gates	<ul style="list-style-type: none"> Allowed to be brought by Airport Users. Should be with the objective to display the requisite information for the hand baggage dimensions. Airline logo if any, not to exceed 1.5 Ft X 1Ft on the front. 	Not to exceed- L: 5ft X W:2Ft X B: 2ft
4. Signs/ Displays about restrictions in hand baggage and checked-in baggage at Check-in.	<ul style="list-style-type: none"> DIAL will be displaying relevant information as per BCAS/ DGCA guidelines at various points in the terminal. Counter top A4 size display with the relevant information, will be installed at all check-in desks by DIAL. For airline specific requirements if any, counter top tent cards may be placed by the airline during check-in and removed thereafter. 	A4
5. Queue Managers/ Tensa Barriers	<ul style="list-style-type: none"> Will be provided by DIAL at all locations 	
6. Class Segregation signage at the check-in counters	<ul style="list-style-type: none"> Class segregation will be available on the counter top LCD Displays. Additionally, if required at the time of check-in the airline can put A3/A4 size frames on top of the tensa barriers. 	
7. Signage/ Display at the Aerobridge for: Priority boarding Boarding start time Class segregation	<ul style="list-style-type: none"> Allowed on A4/A3 size frames which can be fixed on top of the tensa barriers/ Queue Managers 	A4/A3
8. SLPC tables and Female frisking view cutters at Boarding gates	<ul style="list-style-type: none"> Will be provided by DIAL at the boarding gates. 	
9. Priority baggage Sign near arrival reclaim belts	<ul style="list-style-type: none"> Will be provided by DIAL at each reclaim belt. 	

SCHEDULE 7
GUIDELINES FOR AIRLINE STAFF AND STAFF FOR THE GROUND HANDLERS WORKING AT IGIA

OFFICE AREA

DO'S	DON'T'S
<ol style="list-style-type: none"> 1. Corridors shall be kept Congestion free. No agency's belongings shall be kept in the Corridors. 2. Proper disposal of garbage to the designated areas. 3. Furniture should be in the right place. 4. Replace the furniture as soon as it is broken or damaged. 	<ol style="list-style-type: none"> 1. Smoke, litter, spit and chew tobacco. 2. Park and long hold of any official car of airline or vendor in the drive way. 3. Use passenger trolley other than use for traveling purpose when traveling. Concessionaire/ airline to bring their own, good quality trolley for transporting their materials. 4. Use broken furniture. 5. Talking loudly/screaming 6. Use of passenger facilities if on duty for: e.g (passenger seats, foot massagers, children play area, passenger toilets etc). 7. Misuse of staff toilets- such as washing of utensils, washing and drying of garments etc 8. Sleeping or eating in corridors. 9. Use of trolley for office equipment

CHECK-IN AREA/ SHA-RETAIL AREAS/ ARRIVALS -

<ol style="list-style-type: none"> 1. Staff of airlines and their ground handlers operating at Terminals to use only staff gate to access Check in area. 2. Manning of counters as per allocation 3. Only 1 bag to be released at a time, on the conveyor belt. 4. Usage of tubs for bags with straps. 5. Strolley/hard top bags shall be released with wheels towards up. 6. Carpets only permitted at Business/premiere counters. Flower Pots permitted only at the check in Counters but shall be removed after counters get closed at night. 7. One hand baggage sizer of the Airlines permitted, till counters are operational. Ensure that only good quality, pre approved Equipment is placed in the terminal. Baggage sizers placed by the Airline without written confirmation of terminal operations team of DIAL will be removed by DIAL . 8. Use OOG elevator for OOG baggages. 9. Use designated route for staff and wheelchair entry to security hold area. 10. Keep the area clean. 	<ol style="list-style-type: none"> 1. Step/sit on the conveyor belts, trolleys, weighing scales etc. and ensure nobody steps on the same. 2. Step on and ensure nobody steps on the same. 3. Put newspaper/magazine stands at the counters. 4. Put promotional material such as standees, at counters.(unless approved by DIAL). 5. Leave trolleys for airline passengers stranded. place them at the designated area. 6. Litter at counters. 7. Sit on pax chairs or pax area. 8. Have meals in public areas. 9. Eating at food & beverage outlets allowed but tiffin not allowed. 10. No airline queue- managers – DIAL provides the queue managers
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<ul style="list-style-type: none"> 11. Update FIDS as per checkin requirement. 12. Incase of any delays inform AOCC. 13. Airlines to get their own stationery for counters. 14. Ensure that all counters are kept Clean and litter free. 15. Use dustbins provided around the terminal. 16. All Loose paper/tags to be removed after counters are closed 17. Any promotional material/ standee to be displayed with prior written clearance from DIAL. 	<ul style="list-style-type: none"> 11 Queues shall not exceed the queue-Managers as provided by DIAL. 12. OOG/SOOG bags shall not be inducted through normal belts. 13. Talk loudly/scream or shout.
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- Any other standees to be placed by Airport Users needs to be with prior permission from DIAL Terminal Ops and if required for daily display, would be on a chargeable basis.
- Movement of the items from the office to the point of deployment should be done in a good quality trolley (No squeaky wheels, No sharp edges, should be with rubber wheels which don't spoil the carpets in the piers/ granite)

<u>BAGGAGE MAKE-UP AREA</u>	
<ul style="list-style-type: none"> 1. Vehicular movement – as per one way entry signage. 3. Not more than 04 trolleys attached to a tractor permitted to tow battery of the hand held scanner would be charged at core-room. 5. Maintaining discipline in the BMA and staff areas. 5. Empty trolleys and tractors to be removed to the designated parking Areas. 6. Enter time of first baggage and last baggage into the IPOS system. <p>Use lifts carefully to avoid any damage.</p>	<ul style="list-style-type: none"> 1. Do Not Spit, Smoke Or Litter 2. Speed limit of [] not to exceed 10kmph.

BOARDING GATE/ PIERS	
<ol style="list-style-type: none"> 1. Be careful while using escalators, walkalators & staircases 2. Use elevator for wheelchair Passengers. Inform AOCC for display FIDS at boarding gate before Starting the process of boarding. 3. Paging announcement for Passengers to be done only once 4. Be polite and clear in making Announcements. Loud Announcements and unclear irritate Passengers in the terminal. 5. Incase of any delay in [] please inform AOCC. 6. Deploy staff during embarkation / Disembarkation process at Aerobridge 	<ol style="list-style-type: none"> 1. Do not board and allow passengers to go out before coach is aligned at gate (for bussing gates) in cases where aerobridges are not applicable.

OTHER GENERAL RESTRICTIONS

- Allowing biometric card for tail entry or forcible opening gates will result in cancellation of biometric card which will be restored subject to condition laid by Security Department.
- No work to be carried out without the work permits from relevant departments.
- No chewing of pan masala/pan.

Non compliance could lead to the imposition of fines by the terminal manager, DIAL.

SCHEDULE 8

STANDARD AMBULANCE TARIFF **Medical emergency on board (responsibility of airlines)**

- (i) Proper information is passed by airlines to AOCC for any requirement of an ambulance for transferring the stretcher passenger from city side to aircraft and vice versa.
- (ii) Ensure proper coordination with all regulatory Govt. agencies.
- (iii) In case doctor declares passenger as dead, airline in coordination with Terminal Manager will coordinate with local police & APHO, inform CISF, AOCC, ADM, GM Terminal, VP Terminal management about the incident (Customs and Immigration for international flights only).
- (iv) Under no circumstances the body should be moved and any other legal requirement should not be disturbed in the process and wait for the body to be cleared by Police. However, all steps be taken for removal of body from the premises at the earliest in coordination with the local police & APHO.
- (v) Movement of passenger on stretcher is through Airside. Coordination is required for ensuring timely availability of ambulance for transporting stretcher to and from the aircraft.
- (vi) Airline will ensure proper coordination and completion of necessary formalities with Assistant Commandant CISF, Immigrations/Customs (for international flights) and CISF to permit accessories like oxygen cylinders etc. along with the stretcher.
- (vii) A dedicated transfer patient room is located at Airside (near gate 10) at pier. This room has only basic medical amenities for providing rest to stretcher passenger during transit. Airline has to ensure proper documentation- Immigration clearance, CISF clearance for the patient and also for the accompanying Doctor. Airline to take care of food and beverage of the patient. Regulatory agencies are kept informed about the passenger accommodation in the earmarked room.
- (viii) Airline to take all necessary clearance from all concerned authority for passengers accompanying the stretcher passenger.
- (ix) Airlines are supposed to pay for the other medical help beside these medical emergencies.
- (x) Details of rate and charges for medical services can be obtained from the respective medical centre.

SCHEDULE 9
FIRE SAFETY RELATED GUIDELINES

- (i) The Airport Users shall not use electrical heater, toaster, electric kettle and other allied electrical appliances in the offices.
- (ii) The Airport Users shall not use naked flame/light of any kind in the offices.
- (iii) The Airport Users shall get their electrical circuit tested, at least, once in a year and any defect noticed should be rectified immediately. Airport Users shall submit the test report issued by electrical supervisory licensee holder or engineer to the competent authority.
- (iv) Cable should not be laid on the false ceiling or on the partition wall. Cable, where required, should be laid on metal cable trays.
- (v) Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
- (vi) Main switch board, electrical meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
- (vii) Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of the competent authority.
- (viii) Combustible material should not be stored under/close to the electric switch board/distribution board/meter and approach to electrical board should be kept clear.
- (ix) If in the allotted space, no false ceiling is provided, false ceiling will not be installed by the allottee, without specific approval from the competent authority.
- (x) Internal partition, modifications are not permitted unless written permission is obtained from the competent authority.
- (xi) Storing of any type of material above the false ceiling is prohibited.
- (xii) Allottee shall get his personnel trained in use of fire extinguishers.
- (xiii) Allottee shall not store combustible material more than seven days use in the offices situated in terminal buildings.
- (xiv) Adequate fire extinguishers shall be deployed as per BIS 2190.
- (xv) Battery operated emergency light shall be provided in shops.

- (xvi) Telephone numbers of fire control room shall be displayed at prominent locations.
- (xvii) DIAL Fire Clearance (DFC) shall be obtained by the allottee before occupying the space/ carrying out any modification.
- (xviii) Storing of flammable liquid fuel of any type is strictly prohibited.
- (xix) The fire detection & protection system shall be maintained obstruction free at all times.
- (xx) All woodwork should be painted with fire resistance paint.
- (xxi) Minimum Exit width of 900 mm & minimum clear space of 500 mm from the ceiling shall be maintained.
- (xxii) In no way, the allottee shall deny the ARFF team from inspecting the office space from fire safety point of view.
- (xxiii) Tempering with Sprinkle System, smoke detector, Manual fire Call Points, blocking or suppressing DIAL's Fire Detection and Alarm Systems or Equipment is prohibited and is liable to fine

SCHEDULE 10
INFORMATION REQUIRED

- (i) Airport Users name, address and contact details;
- (ii) Evidence that Airport Users have a security program that meets the requirements of DIAL's Airport security program and any relevant requirements laid under BCAS or any other security agency as may be mandated by GoI, necessary regulatory clearance from DGCA.
- (iii) Evidence that Airport Users have in place emergency procedures in connection with all potential threats to passengers, cargo and DIAL's Common Use Facilities and services at the Airport at least to the standard required to comply with DIAL's Airport emergency procedures;
- (iv) The names, addresses, telephone numbers, facsimile numbers and all other contact details of Airport Users key personnel, CEO, CFO / Head of Finance (In Delhi, India and HQ of Airline), COO / Operations Head (In Delhi, India and HQ of Airline), Security Head (In Delhi, India and HQ of Airline). DIAL can contact them at any time about emergencies, security, operational or financial matters in connection with Airport Users using DIAL's facilities and services at the Airport;
- (v) Details of ground handling arrangements for operating crew, passengers and cargo;
- (vi) Arrangements for the removal of stationary aircraft;
- (vii) Airlines disaster management plan at the Airport.
- (viii) Disable aircraft recovery plan of the Airport Users at the Airport.
- (ix) Details of the type, registration, configuration, and MTOW of each aircraft which Airport Users intend to use at the Airport;
- (x) A completed customer credit application form (see Schedule 2). Airport Users must provide DIAL with the details of any changes to the information Airport Users have provided in the Customer Credit Application Form on immediate basis but not later than 7 days of such change;
- (xi) A completed notification of Aircraft Details form (see Schedule 3) for all Airport Users General Aviation and other non-regular public transport operations aircraft which are likely to be using DIAL's facilities and services at the Airport; and,
- (xii) In case of any change in any of the particulars mentioned under this clause, Airport Users need to necessarily update on immediate basis but not later than 7 days of such change.

The abovementioned information or any other information as per this Condition of Use shall be sent to the following address:

By post:

Chief Commercial Officer
Delhi International Airport Ltd. New Udaan Bhawan
Opp. Terminal 3,
Indira Gandhi International Airport, New Delhi - 110037

By facsimile: +91 11 47197181

By email: Sanjiv.edward@gmrgroup.in

By telephone: +91 11 47197000 /01 (Board)