



R F D
RESULTS-FRAMEWORK DOCUMENT
For
Ministry of Civil Aviation
(2009-2010)

SECTION 1: Vision, Mission, Objectives and Functions

Vision:

Enable the people of India to have access to safe, secure and affordable air services with world class civil aviation infrastructure.

Mission:

To create & sustain world class infrastructure in the aviation sector in India with the highest standard of safety, security & affordability

Objectives:

- 1. World class Aviation infra structure with passenger comfort in focus**
- 2. Cost effective air services to maximize and optimise the passenger and cargo traffic**
- 3. Regulations towards Safe & Secure air transport**
- 4. Adequate and viable connectivity both national & international**
- 5. Training & interest in aviation**
- 6. Facilitating restructuring of Air-India**

Functions:

- 1. Formulation of National policies and programmes for development and regulation of civil aviation sector**
- 2. Devising and implementing schemes for orderly growth and expansion of civil air transport**
- 3. Overseeing the provisions of airport facilities, air traffic services, carriage of passengers and goods by air**
- 4. Regulation of air transport services**
- 5. Licensing of aerodromes, air carriers, pilots and aircraft maintenance engineers**

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ABBREVIATION USED:

DGCA – DIRECTORATE GENERAL OF CIVIL AVIATION

BCAS - BUREAU OF CIVIL AVIATION

MCA – MINISTRY OF CIVIL AVIATION

AAI – AIRPORTS AUTHORITY OF INDIA

DIAL – DELHI INTERNATIONAL AIRPORT (PVT.) LIMITED

MIAL – MUMBAI INTERNATIONAL AIRPORT (PVT.) LIMITED

ICAO – INTERNATIONAL CIVIL AVIATION ORGANISATION

AERA -AIRPORTS ECONOMIC REGULATORY AUTHORITY

IASA - INTERNATIONAL AVIATION SAFETY ASSESSMENT

GH – GROUND HANDLING

GH POLICY- GROUND HANDLING POLICY

OMDA – OPERATION MANAGEMENT & DEVELOPMENT AGREEMENT

ATS – AIR TRAFFIC SERVICES

ANS – AIR NAVIGATIONAL SERVICES

ASAs – AIR SERVICES AGREEMENTS

SECTION 2:
Inter se Priorities among Key Objectives, Success indicators and Targets

Column 1	Column 2	Column 3	Column 4		Column 5	Column 6				
Objective	Weight	Actions	Success Indicator	Unit	Weight	Target / Criteria Value				
						Excellent	Very Good	Good	Fair	Poor
						100%	90%	80%	70%	60%
World class Aviation infra structure with passenger comfort in focus	34	Modernization of Delhi Airport.	Completion of mandatory capital project as per standards in Annexure-I	%	3	100	90	80	70	60
			Compliance of OMDA* provisions as per standards in Annexure-II	%	3	100	90	80	70	60
			Performance standard measured by ACI-Airport Council International	Scale of 5	2	5	4	3	2	1

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Column 1	Column 2	Column 3	Column 4		Column 5	Column 6				
Objective	Weight	Actions	Success Indicator	Unit	Weight	Target / Criteria Value				
						Excellent	Very Good	Good	Fair	Poor
						100%	90%	80%	70%	60%
		Modernization of Mumbai Airport.	completion of mandatory capital project as per standards in Annexure-III	%	3	100	90	80	70	60
			Compliance of OMDA provisions as per standards in Annexure-II	%	1	100	90	80	70	60
			Performance standard measured by Airport Council International	Scale of 5	1	5	4	3	2	1
		Construction of Airport: Pakyong: ongoing project	Construction Tasks per GOI sanction	%	2	100	90	80	70	60
		Modernization/Expansion of Kolkata Airport.	Ongoing construction progress per MCA sanction	%	5	100	90	80	70	60

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Column 1	Column 2	Column 3	Column 4		Column 5	Column 6				
Objective	Weight	Actions	Success Indicator	Unit	Weight	Target / Criteria Value				
						Excellent	Very Good	Good	Fair	Poor
						100%	90%	80%	70%	60%
		Expansion/ Modernization of Chennai Airport.	Ongoing construction progress per MCA sanction	%	5	100	90	80	70	60
		Modernization of select Non-Metro Airports.	Ongoing construction progress per MCA sanction	%	7	100	90	80	70	60
		Automation of ATS/ANS services: Gagan	Ongoing project: progress per MCA sanction	%	2	100	90	80	70	60
Cost effective air services to maximize and optimise passenger and cargo traffic	7	Setting up of AERA	Operationalise AERA	Time/ date	3	Feb end	March 15	March 31	April 30	Beyond
		Provide adequate infrastructure and regulations conducive for commercial viability Rationalise GH Policy	Government sanction and publication of the policy	Date of Publication in official gazette	4	March 10	March 20	March 31	April	beyond
Safe & Secure air		Adequate manpower to	Effective Surveillance	Fewer incidents Scale of 10	5	0	1-2	3-4	5-6	7-10

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Column 1	Column 2	Column 3	Column 4		Column 5	Column 6				
Objective	Weight	Actions	Success Indicator	Unit	Weight	Target / Criteria Value				
						Excellent	Very Good	Good	Fair	Poor
						100%	90%	80%	70%	60%
transport	25	maintain safety oversight-compliance with ICAO and IASA -	Finalisation of Recruitment rules for appointment of Consultants/ inspectors	Date/time line	2	Feb 28	March 20	March 31	April	Beyond
		Restructuring of BCAS: appointment of officers	Appointment of 64 officials out of eligible candidates	Date/time line	3	Feb 28	March 20	March 31	April	Beyond
		Strengthening/restructuring of DGCA with focus on surveillance and Training	Training of regulators	% slots earmarked	5	100	90	80	70	60
		Finalising Aircraft security rules	Finalising draft rules for legislative action	Time/date	3	March 10	March 20	March 31	April	beyond
		Construction of HQ building for DGCA & BCAS	Preparation of proposal by the Ministry	%	3	100	90	80	70	60

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Column 1	Column 2	Column 3	Column 4		Column 5	Column 6				
Objective	Weight	Actions	Success Indicator	Unit	Weight	Target / Criteria Value				
						Excellent	Very Good	Good	Fair	Poor
						100%	90%	80%	70%	60%
		Adoption of International best practices: Cooperation programmes	Availing cooperation programme for improving skills	%	4	100	90	80	70	60
Adequate and viable connectivity both national & international	10	Augmenting Helicopter Services: Dauphin fleet	Placement of orders for 7 number of Helicopters	Date	4	Feb 28	March 20	March 31	April	Beyond
		Maximize the ASAs with foreign countries	Signing of ASA's	Number of ASAs signed/amended	3	4	3	2	1	0
		Setting up of Heliport in Rohini Planning & Preparatory work	Obtaining the PIB approval	Date	3	Feb 28	March 20	March 31	April	Beyond
Training & Skill development	4	Strengthening Aero Club of India	Receiving delivery of aircraft (2) & setting up of Simulator(1)	Date	2	Feb 28	March 20	March 31	April	Beyond

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Column 1	Column 2	Column 3	Column 4		Column 5	Column 6				
Objective	Weight	Actions	Success Indicator	Unit	Weight	Target / Criteria Value				
						Excellent	Very Good	Good	Fair	Poor
						100%	90%	80%	70%	60%
		Setting up of Helicopter Training academy: planning stage	Planning & preparatory work	Date	2	Feb 28	March 20	March 31	April	Beyond
Overseeing restructuring of NACIL	15	Cost cutting	Implement the Govt mandate	Date	3	Feb 28	March 20	March 31	April	Beyond
		Fleet utilization: improvement	Improve Average fleet utilization	Increase over the current average nine hours of utilization	4	2	1.6	1.2	1	0.3
		Additional revenue generation	Increase revenues	Amount in % terms	3	15	13	10	8	5
		On-time performance	On time performance	%	2	80	70	60	50	40
		Increase passenger load factor	Average Passenger load factor	%	3	75	70	65	60	55

SECTION 3:
Trend Values of the Success Indicators

Objective	Actions	Success Indicator	Unit	Actual Value for FY 07/08	Actual Value for FY 08/09	Target Value for FY 09/10	Projected Value for FY 10/11	Projected Value for FY 11/12
	Modernization of Delhi Airport. Project targeted	Completion of mandatory capital project as per standards in Annexure I	%	80	90	100	100	-

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Objective	Actions	Success Indicator	Unit	Actual Value for FY 07/08	Actual Value for FY 08/09	Target Value for FY 09/10	Projected Value for FY 10/11	Projected Value for FY 11/12
World class Aviation infra structure with passenger comfort in focus	completion by Aug 2009	Compliance of OMDA* provisions as per standards in Annexure II	%	80	90	100	100	-
		Performance standard measured by ACI-Airport Council International	Scale of 5	4	4	5	5	-
	Modernization of Mumbai Airport.	Completion of mandatory capital project as per standards in Annexure-III	%	70	70	80	90	100
		Compliance of OMDA provisions as per standards in Annexure IV	%	70	70	80	90	100
		Performance standard measured by Airport Council International	Scale of 5	3	3	4	4	4
	Construction of Airport: Pakyong ongoing project	Construction Tasks per GOI sanction	%	-	50	80	90	100

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Objective	Actions	Success Indicator	Unit	Actual Value for FY 07/08	Actual Value for FY 08/09	Target Value for FY 09/10	Projected Value for FY 10/11	Projected Value for FY 11/12
	Modernization/Expansion of Kolkata airport.	Ongoing construction progress per MCA sanction	%	-	70	90	90	90
	Expansion/Modernization of Chennai Airport.	Ongoing construction progress per MCA sanction	%	-	70	90	90	90
	Modernization of select Metro Airports.	Ongoing construction progress per MCA sanction	%	80	80	100	100	100
	Automation of ATS/ANS services: Gagan	Ongoing construction progress per MCA sanction	%	80	80	100	100	100
Cost effective air services to maximize and optimise passenger and cargo traffic	Setting up of AERA	Operationalise AERA	Time/date	2	Feb end	March 15	March 31	April 30
	Rationalise GH Policy: for smooth handling	Publish new ground handling policy Date	3	-	-	Feb 28	-	--
Safe & Secure	Adequate manpower to	Effective Surveillance	Fewer accidents Scale of 10	0	0	0	0	0

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Objective	Actions	Success Indicator	Unit	Actual Value for FY 07/08	Actual Value for FY 08/09	Target Value for FY 09/10	Projected Value for FY 10/11	Projected Value for FY 11/12
Secure air transport	maintain safety oversight-compliance with ICAO and IASA	Finalization of recruitment rules for appointment of Consultants/inspectors out of eligible candidates	Date/time line	0	0	90	0	0
	Restructuring of BCAS: appointment of officers	Appointment of 64 officials out of eligible candidates	Date/time line	-	-	March 20	-	-
	Strengthening/restructuring of DGCA with focus on surveillance and Training	Training of regulators/capacity building	% slots earmarked	-	-	100	100	100
	Finalising Aircraft security rules	Finalising draft rules for legislative action	Time/date	-	-	March 20	-	-1
	Construction of HQ building for DGCA & BCAS	Progress per timeline	%	-	-	Preparatory Work 10%	50%	40%
	Adoption of International best practices: Cooperation	Availing cooperation programme for improving skills	%	-	-	100	100	100

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Objective	Actions	Success Indicator	Unit	Actual Value for FY 07/08	Actual Value for FY 08/09	Target Value for FY 09/10	Projected Value for FY 10/11	Projected Value for FY 11/12
	programmes							
Adequate and viable connectivity both national & international	Augmenting Helicopter Services: Dauphin fleet	Placement of order for 7 number of Helicopters	Date	4	Feb 28	March 20	March 31	April
	Maximize the ASAs with foreign countries while maintaining viability of Indian operators.	Signing of ASA's	Number of ASAs signed/amended			3	2	1
	Setting up of Heliport in Rohini Planning & Preparatory work	Obtaining the PIB in approval	Date	-		Preparatory Work 10%	70%	20%
Training & interest in aviation	Strengthening Aero Club of India	Receiving delivery of aircraft (2) and setting up of Simulator (1)	Acquisition work	-	30%	40%	30%	-
	Setting up of Helicopter Training academy	Planning & Preparatory works	Percentage of work	-	-	Preparatory Work 10%	70%	20%

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Objective	Actions	Success Indicator	Unit	Actual Value for FY 07/08	Actual Value for FY 08/09	Target Value for FY 09/10	Projected Value for FY 10/11	Projected Value for FY 11/12
Overseeing restructuring of Air India	(a) Cost cutting	Implement the Government mandate	Date		Feb 28	March 20	March 31	April
	(b) Fleet utilization: improve	Improve Average fleet utilization	Number of hours			2	1.2	1
	(c) Additional revenue generation	Increase revenues	Amount in % terms			15	12	10
	(d) On-time performance	On time performance	%			70	75	80
	(e) Increase passenger load factor	Average Passenger load factor	%			67	70	75

* OMDA: Operation Maintenance Development Agreement

** MCA: Ministry of Civil Aviation

SECTION 4:
Description and Definition of
Success Indicators and
Proposed Measurement Methodology

Success Indicator	Description and definition	Measurement methodology
Completion of mandatory capital project	Infra structural development works at Airports	% of work completed and time line for completion
Compliance of OMDA provisions	Take various steps as per the OMDA	Specific items of work to be completed-time bound
Performance standard	Quality of work as defined OMDA	Quality per norms
Completion of mandatory capital project	Infra structural development works at Airports	% of work completed and time line for completion
Compliance of OMDA provisions	Take various steps as per the OMDA	Specific items of work to be completed-time bound
Performance standard	Quality of work as defined OMDA	Quality per norms
Construction Tasks per GOI sanction	Infra structural development works at Airports	% of work completed and time line for completion
Ongoing construction progress per MCA sanction	Infra structural development works at Airports	-do-
Ongoing construction progress per MCA sanction	Infra structural development works at Airports	-do-
Ongoing construction progress per MCA sanction	Infra structural development works at Airports	-do-
Ongoing construction progress	Infra structural development	-do-

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Success Indicator	Description and definition	Measurement methodology
per MCA sanction	works at Airports	
Operationalise AERA	To start AERA functioning after formulating the rules & procedures	-do-
Publish new ground handling policy Date	Formulate & publish the New Ground handling policy	Publication of GHPolicy
Effective Surveillance	Proper surveillance & preventive measure	Accident free
Appointment of Consultants/inspectors out of eligible candidates	Appointment of consultants & Inspectors for Safety audit	Appointment in a time bound manner
Appointment of officials out of eligible candidates	Appointment of Officials for BCAS	_do_
Training of regulators	To get the regulators trained by IATA	Max number to be trained by March
Finalising draft rules for legislative action	Drafting, Vetting and finalization of Aircraft security rules for legislative action	To be completed by March 2010
Progress per time line		
Availing cooperation programme for improving skills	To undertake study of best practices of FAA & EU-capacity building	To undertake aviation related some cooperation programs before march,2010
Acquisition of the Dauphin fleet: complete all formalities & place orders	To obtain the GOI approvals for proposal to acquire the choppers & place the orders on the	To complete the preparatory work by March 2010

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Success Indicator	Description and definition	Measurement methodology
	vendors	
Improved Connectivity	Number air services agreements signed	Number of ASA's by March 2010
Preparatory work for heliport project at Rohini, NCR	Preparatory work for setting up of project to take approval of PIB	
Aircraft acquisition & setting up of Simulator by Aero-club	Aircraft acquisition & setting up of Simulators	March 2010
Planning & preparatory work to take approvals for setting up of Heliport training	Planning & preparatory work to obtain the approvals	To complete all the formalities by March 2010
Nacil: Implement the Govt mandate	EGOM had suggested certain measures to be initiated to improve the health of air India	Measured in terms of measures initiated by march' 2010
Improve Average fleet utilization	To re-schedule the flights to get better Aircraft utilization	In terms of average aircraft utilization per day in hours.
Increase revenues	To increase the revenues	Measured in terms of absolute numbers in percentage terms over the existing revenues
On time performance	On-time performance of the scheduled flights	On-time performance of the fleet percentage terms
Average Passenger load factor	To increase the passenger loads in the aircrafts	In terms of the percentage of the load carried to the capacity of the aircraft

SECTION 5:
Specific Performance Requirements from other Departments

Department	Relevant Success Indicator	What do you need?	Why do you need it?	How much you need?	What happens if you do not get it?
Finance Ministry	No. of new Airports, Heliport	Funds and EFC/PIB approval	To fund the scheme	Maintaining plan allocations	Success indicators get compromised
Planning commission	Funding to the Airports in NER, other crucial areas & Heliport at Rohini	Funds allocation	To plan and fund the scheme	Provide allocations consistent with projected requirement	Dilutes and delays the implementation of plan scheme
Urban development Ministry	Construction of HQ building for DGCA	Approvals & clearances	Title, plan approvals	To get the project started	It can't start

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Minister
Name of the Ministry

Secretary
Department / Ministry

Place: _____

Date: _____

Status of Mandatory Capital Projects at IGI airport, Delhi

Out of the 33 Mandatory Capital Projects DIAL has already completed work on 26 Mandatory Capital Projects. The Work on the remaining 7 projects is to be completed by 31.03.2010. The present status of progress of work on the remaining 7 projects is as under:

S.No.	Name of the Project	Status As of 31 st Oct '09	
		Plan	Actual
1	International / Domestic Terminal Development	90.61%	81.55%
2	New Landside Road to T3 International / Domestic complex	70.00%	36.01%
3	New Car Park	82.00%	50.57%
4	Expand Apron At International / Domestic Terminal	98.00%	98.76%
5	New Elevated Terminal Front (departure) road demolishing existing elevated road	69.00%	70.38%
6	New Ground Level Terminal Front Road (arrivals)		
7	Taxi / coach park	3.00%	0.50%

Certification required to be submitted by M/s Delhi International Airport Pvt. Ltd.(DIAL)/M/s Mumbai International Airprot Pvt. Ltd. (MIAL) to Airports Authority of India (AAI) every month

NO	PROVISIONS OF OMDA	Certification required
8.2	<p>Mandatory Capital Projects</p> <p>8.2.1 The JVC shall, latest by March 31, 2010, commence, carry out and complete the Mandatory Capital Projects set out under Schedule 7 at the times set forth therein and in accordance with the terms and conditions set forth therein.</p> <p>8.2.2 In the event that the JVC delays in commencement of construction of a Mandatory Capital Project at the time set forth in Schedule 7 and no lawful explanation for delay is provided by the JVC that is satisfactory to AAI (at its sole discretion), AAI shall have the right to levy liquidated damages on the JVC equivalent to 0.5% (zero decimal five percent) of the estimated capital cost of the such Mandatory Capital Project for each week (or part thereof) of delay in commencement of construction of such Mandatory Capital Project.</p> <p>8.2.3 AAI shall further have the right to levy liquidated damages on JVC at the same rate in the event the time period for the completion of any Mandatory Capital Project exceeds the time period for completion of such Mandatory Capital Project as set out in Schedule 7, subject to the delay not being on account of delay in commencement, in respect of which liquidated damages have been paid by JVC to the AAI.</p> <p>Provided however that the total liability of the JVC under this Article 8.2 for delay in respect of a particular Mandatory Capital Project shall not exceed 10% (ten percent) of the capital cost of the relevant Mandatory Capital Project.</p> <p>8.2.4 Notwithstanding the foregoing, in the event the commencement of construction of a particular Mandatory Capital Project has been delayed and liquidated</p>	<p>DIAL/MIAL to indicate status of Mandatory Capital Projects.</p> <p>AAI to obtain the Report of Independent Engineer</p> <p>DIAL/MIAL to certify that the progress of Mandatory Capital Projects is as per OMDA and in accordance with the comments of Independent Engineer.</p> <p>Note: DIAL/MIAL to be in compliance with the schedule for completion of the mandatory capital projects. Based on the monthly review of the certificate of the IE necessary action pursuant to Clause 8.2 of OMDA would be taken by AAI.</p>

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NO	PROVISIONS OF OMDA	Certification required
	<p>damages for such delay have been levied and paid according to Article 8.2.2 above, and such Mandatory Capital Project has, notwithstanding the delay in commencement in construction, been completed by the time it would have been completed had the construction of the relevant Mandatory Capital Project been commenced on time, as set forth in Schedule 7, then the liquidated damages that have been paid for delay in commencement of construction shall be returned by AAI to JVC without any interest.</p>	
<p>8.5.11</p>	<p>Complaints Register</p> <p>(i) JVC shall maintain a public relations office at the Airport where it shall keep a register (the "Complaint Register") with access at all times for recording of complaints by any person (the "Complainant"). Immediately, after a complaint is registered, JVC shall give a receipt to the Complainant stating the date and complaint number. Details of any complaint that remains unaddressed after 30 days of lodgement thereof shall be immediately uploaded on the JVC website (without disclosing the name or details of the complainant).</p> <p>(ii) The Complaint Register can either be in hard copy form or electronic form . It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by JVC. Information relating to the availability of and access to the Complaint Register shall be prominently displayed by JVC at the Airport.</p> <p>(iii) JVC shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by JVC to the Complainant under a certificate of posting or by fax with confirmation of transmission.</p> <p>(iv) To the extent that the complaints made by any Complainant relate to the performance or otherwise of the Reserved Activities or of any airline or any</p>	<p>DIAL/MIAL to certify that it is maintaining the complaints register as per the provisions of Clause 8.5.11.</p>

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NO	PROVISIONS OF OMDA	Certification required
	<p>other Entity, JVC shall immediately notify the Relevant Authority, the airline or such Entity about the same.</p> <p>(v) Any means of notice, record-keeping or registration contemplated by this Article 8.5.11 may be accomplished or effected by any more-efficient or effective automated or modern systems, technologies or methods of comparable or better accuracy and reliability.</p>	
10.1	<p align="center">CHAPTER X MONITORING AND INFORMATION</p> <p>The J VC shall submit the following reports to the AAI on a regular basis:</p> <p>(a) Monthly activity report (passenger traffic, aircraft movements, cargo, etc.)</p> <p>(b) Other operating statistics as required by MCA, AAI, ICAO, IATA and Relevant Authorities.</p> <p>(c) Reports on various indicators of performance measurement as specified in this Agreement</p> <p>(d) Quarterly financial accounts</p> <p>(e) Annual budget</p> <p>(f) Latest update of Business Plan</p> <p>(g) Annual maintenance program</p> <p>(h) If so required by the AAI, the JVC shall deliver to the AAI the daily traffic record.</p>	<p>DIAL/MIAL to furnish the following reports to AAI every month</p> <p>Monthly activity report (passenger traffic, aircraft movements, cargo etc.)</p>

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NO	PROVISIONS OF OMDA	Certification required
	(i) Such other reports/ information (or analysis thereof) in relation to the Airport operations that AAI may request from time to time.	
10.2	<p>Maintenance of Records</p> <p>(a) The JVC shall maintain accurate, up-to-date and complete financial records in accordance with the requirements of Applicable Laws and this Agreement.</p> <p>(b) The JVC shall maintain accurate, up-to-date and complete records relating to the operation and maintenance of assets, which it owns or operates, and operational performance of the Airport. Such requirements may reasonably (but not retrospectively) be amended from time to time by the AAI in order to take account of changed circumstances (c) The JVC shall make available and, if reasonably requested by the AAI, provide copies of, on reasonable notice by the AAI and at reasonable times, the records referred to in Article 10 for inspection by the AAI. The AAI shall be entitled to appoint one or more authorised representatives to check and take copies of any such records. The JVC shall provide the AAI with such further information, explanations and other assistance as may be reasonably required by the AAI or any of its authorised representatives for the purpose of checking any of such records.</p> <p>(c) All records required to be maintained in accordance with this Article shall be held for a period of five years from the date of creation of the relevant records or until twenty four months after the expiry or earlier termination of the Term, whichever is the later, provided that the JVC shall notify the AAI before any such disposal and provide the AAI with a reasonable opportunity to take delivery of such records. All such records may be maintained in the electronic form provided such electronic form is duly authenticated and admissible in evidence. It is expressly understood by the Parties that this Article shall survive the termination or expiry of this Agreement.</p>	<p>DIAL/MIAL to certify that it is maintaining accurate, up-to-date and complete financial records in accordance with the requirements of Applicable Laws and this Agreement pursuant to Clause 10.2 of OMDA.</p>

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NO	PROVISIONS OF OMDA	Certification required
10.3	<p>Provision of Accounts</p> <p>(a) The JVC shall, at the end of its accounting reference period, deliver to the AAI as soon as reasonably practical after they are available but no later than the expiry of the period provided under the Companies Act, 1956 for the finalisation of the audited accounts, beginning with the first accounting reference period which ends within the Term, copies of the annual report, audited profit and loss account, balance sheet and cash flow statement for the JVC (and (if applicable) for any subsidiary of the JVC) as at the end of and for that accounting reference period, together with copies of all related director's and auditor's reports.</p> <p>(b) Each set of accounts delivered hereunder shall, save as stated in the notes thereto, be prepared and audited in accordance with accounting principles and auditing standards and practices generally accepted in India and consistently applied and in accordance with all Applicable Laws and, together with those notes and subject to any qualifications contained in any relevant auditor's report, shall give a true and fair view of the state of affairs and profits or loss for the period covered by such accounts. Each set of accounts shall be prepared consistently in accordance with the JVC's normal accounting policies, details of which shall be supplied, on request, to the AAI and any changes to which shall be notified to the AAI upon submission of such accounts.</p> <p>(c) The JVC shall, in addition, deliver to the AAI unaudited profit and loss account and balance sheet and cash flow statement for each reporting period as well as management accounts for each month as soon as reasonably practical after they are available. Each set of accounts shall be prepared consistently in accordance with the JVC's normal accounting policies, details of which shall be supplied, on request, to the AAI and any changes to which shall be notified to the AAI on submission of such accounts. The accounting reference period of the JVC shall be a twelve month period</p> <p>(d) All accounts may also be maintained in the electronic form.</p>	<p>DIAL/MIAL to certify that it is submitting to AAI copies of Annual Reports etc. as per the requirements of Clause 10.3 of OMDA.</p>

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NO	PROVISIONS OF OMDA	Certification required
10.4	<p>Changes in Business</p> <p>The JVC shall inform the AAI of any material change or proposed material change in the conduct or condition of the Airport Business, as soon as reasonably practicable prior to (or, if it is not reasonably practicable prior to, as soon as reasonably practicable after the occurrence of) any such change, (including the termination of any key contracts, any litigation or other dispute which may have a Material Adverse Effect on the Airport Business and any material change in or restructuring of the capitalisation or financing of the JVC).</p>	<p>DIAL /MIAL to certify that, in case applicable, it has duly informed AAI of</p> <ul style="list-style-type: none"> i) Any material change in Airport Business ii) any change or termination of any key contract iii) Dispute / Litigation having material effect on Business.
10.7	<p>Notification of Disputes</p> <p>The JVC shall notify the AAI of any dispute that arises or is threatened against the JVC and/or the Airport, the adverse outcome of which might have a Material Adverse Effect on the JVC or the Airport, or any of the Airport Services.</p>	<p>DIAL/MIAL to certify that, in case applicable, it has notified AAI of any dispute that arises or is threatened against the DIAL and/or the Airport.</p>
13.1	<p align="center">CHAPTER XIII</p> <p align="center">FINANCING ARRANGEMENTS & SECURITY</p> <p>Financing Arrangements and Security</p> <ul style="list-style-type: none"> (a) It is expressly understood that the JVC shall arrange for financing and/or meeting all financing requirements through suitable debt and equity contributions in order to comply with its obligations hereunder including development of the Airport pursuant to the Master Plan and the Major Development Plans. (b) Security (i) This Agreement shall not be assigned by the JVC. Provided however that Lenders may be given a right of substitution by execution of the Substitution Agreement. Provided further that at any given time, the AAI shall enter into only one (1) Substitution Agreement with one (1) lenders' agent; such lenders' agent being an 	<p>DIAL /MIAL to certify that:</p> <ul style="list-style-type: none"> a) it has not assigned OMDA except for right of substitution and the Substitution Agreement. b) It has neither created nor permit to subsist any Encumbrance or title defect over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreements or the Transfer Assets. In this respect, DIAL/MIAL has clearly demarcate and distinguish, in the Master Plan. c) It has not created an Encumbrance or title defect over the Airport Site land,

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NO	PROVISIONS OF OMDA	Certification required
	<p>agent for one consortium of Lenders. The Lenders shall be free to modify the composition of the consortium of Lenders. It is further expressly clarified that lenders that provide financing for Non-Transfer Assets shall not be given any right of step-in.</p> <p>(ii) The JVC shall neither create nor permit to subsist any Encumbrance or title defect over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreements or the Transfer Assets. In this respect, the JVC shall clearly demarcate and distinguish, in the Master Plan, Transfer Assets and Non-Transfer Assets. Provided further, any Encumbrance on the Non-Transfer Assets shall be subject to the land usage restrictions set forth in the Master Plan and this Agreement. Provided however that notwithstanding the foregoing, the JVC shall within 60 days of the Effective Date create the first mortgage on all the Transfer Assets (present and future) in favour of AAI as security for payment of amounts due from JVC to AAI under this Agreement.</p> <p>(iii) Lenders may exercise the rights of step in or substitution as provided in the Substitution Agreement provided that the person substituting the JVC shall be deemed to be the JVC under this Agreement and shall enjoy all rights and be responsible for all obligations under this Agreement as if it were the JVC.</p> <p>(iv) Notwithstanding anything to the contrary contained in this Agreement, it is clarified that AAI may assign any of its rights and benefits and / or obligations under this Agreement with 30 days prior written notice to the JVC.</p> <p>(v) It is clarified that for the purpose of securing its borrowings for the purpose of the Airport, JVC may encumber any assets including Non-Transfer Assets, that it is not prohibited from encumbering under the foregoing sections of this Article 13.1. Provided however that the JVC may create a charge over its Revenue in favour of the escrow agent appointed under the terms of the Escrow Agreement, to be disbursed by such escrow agent as provided in the Escrow Agreement. AAI has the right to require the JVC to create a charge over its Revenue in favour of</p>	<p>Transfer Assets and any of the underlying lands corresponding to the Transfer or Non-Transfer Assets.</p> <p>If applicable, Shareholders of DIAL have created an Encumbrance over shares of DIAL in terms of Financing Documents subject to Article 13.1(a)(vii).</p>

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NO .	PROVISIONS OF OMDA	Certification required
	<p>the escrow agent (to be held by such escrow agent for and on behalf of the Lenders and the AAI) appointed under the terms of the Escrow Agreement, to be disbursed by such escrow agent as provided in the Escrow Agreement.</p> <p>(vi) The JVC shall not create an Encumbrance or title defect over the Airport Site land, Transfer Assets and any of the underlying lands corresponding to the Transfer or Non-Transfer Assets. Provided however, the JVC shall have the right to create an Encumbrance over the Non-Transfer Assets (other than underlying land).</p> <p>(vii) Notwithstanding anything contained to the contrary in this Agreement, any (i) shareholder in the JVC (including for the avoidance of doubt any Prime Member) may create an Encumbrance over the shares of the JVC in favour of Lenders, as per the terms and conditions of the Financing Documents.. Provided however, upon invocation of the said Encumbrance the Lenders shall necessarily transfer the said shares in the JVC to such third party/ies as selected by the Lenders (and approved by AAI) using the following criteria:</p> <p>(a) the third party shall be capable of ensuring discharge by JVC of its duties, obligations and liabilities under this Agreement;</p> <p>(b) the third party shall provide security/ comfort to the satisfaction of Lenders for repayment by JVC of their dues;</p> <p>(c) the third party shall have the capability and demonstrate its ability to ensure the payment and discharge of dues of the JVC to AAI under and in accordance with this Agreement;</p> <p>(d) the third party shall have the experience and technical capability parameters as set forth in this Agreement or prescribed by AAI during the process of selection of the private participant to the JVC or at any time thereafter in respect of the JVC;</p>	

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	<p>(e) the third party shall have not been in breach of any agreement between the third party and AAI; and</p> <p>(f) any other appropriate circumstance, whereby continuity in the performance of the JVC's obligations under this Agreement is maintained and the security in favour of Lenders under the Financing Documents is preserved.</p> <p>Provided further that that any transfer as above shall be subject to the relevant security and probity clearance requirements set forth by AAI during the competitive bidding procedure undertaken by AAI for the purposes of the selection of the private participants in the JVC.</p> <p>The JVC shall procure that the foregoing conditions are provided for in the document creating the Encumbrance over its shares in favour of Lenders.</p> <p>AAI shall apply the above criteria in the selection of the said third party/ies and the AAI shall be entitled to refuse or delay its approval of such third party/ies only in the event that it is not satisfied, acting reasonably, that the above foregoing criteria will be satisfied by the third party/ies.</p>	

Status of Mandatory Capital Projects at CSI airport, Mumbai

Out of the 32 Mandatory Capital Projects, MIAL has already completed work on 29 Mandatory Capital Projects. The present status of progress of work on the remaining 3 projects is as under: -

S.No.	Name of the project	Actual Date of Completion	Status as on 20.12.2009
1.	Realign Taxiway B1 to Code F offset dimension from Runway 09/27	31.12.2010	Ongoing. Expected to be completed by 31.12.2010
2.	International Terminal expansion	31.03.2010	Ongoing. Expected to be completed by 31.12.2010. MIAL had sought extension of time of completion of this MCP from 31.03.2010 to 31.12.2010
3.	New domestic Terminal	31.03.2010	Ongoing. Expected to be completed 2 months ahead of the scheduled timeline