



**Infrastructure Corporation of Andhra Pradesh Limited  
(INCAP)**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**SELECTION OF INDEPENDENT ENGINEER FOR DEVELOPMENT AND  
CONSTRUCTION OF GREENFIELD AIRPORT AT BHOGAPURAM,  
VIJAYANAGRAM DISTRICT, IN THE STATE OF ANDHRA PRADESH**

(Notice No. INCAP/P/Bhogapuram IE/GoAP/23/2021 Date: 26-02-2022.)

**RESPONSE TO QUERIES**

**Vice Chairman and Managing Director,  
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)  
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**SELECTION OF INDEPENDENT ENGINEER FOR DEVELOPMENT AND CONSTRUCTION OF GREENFIELD AIRPORT AT BHOGAPURAM, VIJAYANAGRAM DISTRICT, IN THE STATE OF ANDHRA PRADESH**

**Notice No. INCAP/P/Bhogapuram IE/GoAP/23/2021 Date: 26-02-2022.**

**Response to Queries**

SI. No.	Item Description	Clarification Sought	Reply/ Clarification by INCAP
1.	<p><b>Page no. 16</b></p> <p><b>RFP Clause 2.2: Conditions of Eligibility of Applicants:</b>                      2.2.4. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:                      A Technical Capacity: The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as specified in Clause 3.1.4.                      B Financial Capacity: The Applicant shall have received a minimum networth of [Rs.23.03 (Twenty-Three crore Three Lakhs) per annum from professional fees during each of the 3 (three) financial years in the previous 5 years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.</p>	<p>(i) We understand that JV/ Consortium are allowed for the said project. Kindly confirm.</p> <p>(ii) In case of JV, kindly consider the experience of core sector from Lead member only.</p> <p>(iii) We request to consider the Highway/ Road projects as other infrastructure projects in non-core sector projects.</p> <p>(iv) We understand that in Financial Capacity the figure asked is for turnover instead of networth.</p>	<p>As per clause 2.2</p> <p>As per clause 2.1.1</p> <p>As per clause 3.2 ( B)</p> <p>As per clause 2.2.4 (B)</p>
2	<p><b>Page no. 42 &amp; 43</b></p> <p><b>RFP Clause 3.2: Eligible Assignments</b> For the purposes of determining Conditions of Eligibility and for evaluating the Bids under this RFP, assignments as an Independent Engineer or Project anagement Consultancy(PMC) assignments in respect of development of project from conceptual stage to commissioning including day to day site supervision of the project with all the associated activities monitoring, supervision and certification of works during the development of complete project i/c detailed engineering design etc. for the following projects awarded by Central Government / State Government /Public Sector Undertaking (PSU) for development shall be</p>	<p>(i) We understand that JV/ Consortium are allowed for the said project. Kindly confirm.</p> <p>(ii) In case of JV, kindly consider the experience of core sector from Lead member only.</p> <p>(iii) We request to consider the Highway/ Road projects as other infrastructure projects in non-core sector projects.</p> <p>(iv) We understand that in Financial Capacity the figure asked is for turnover instead of networth.</p>	<p>RFP clause prevails</p>

	<p>deemed as eligible assignments (the “Eligible Assignments”). The Eligible Assignments are bifurcated in two sectors as below:</p> <p><b>A Core Sector</b> Project Standalone Airport Project with minimum cost of Rs. 920.00 crores, completed in the last 10 years prior to Bid Due Date Provided that such assignment shall have been at least 90% completed.</p> <p><b>B Non-Core Sector</b> work Any other infrastructure projects comprising Commercial/institutional buildings/retail/offices/hotels/ Logistic Park/Hospital/Residential township undertaken by the Applicant shall be considered: Provided that the estimated capital cost of the project exceeds Rs.2300.00 crores (Rupees Two hundred fifty crore) completed in last 10 years prior to Bid Due Date. For conversion purpose the foreign exchange rates as on Bid Due Date shall be applicable.</p>		
3.	<p><b>Page No. 16 &amp;17</b> <b>Clause 2.2.4 C &amp; D</b></p> <p><b>C.</b> Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Subclause (D) below.</p> <p><b>D.</b> Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility</p>	Kindly provide the Man month Input for the position required as per RFP. Also kindly provide the details of Sub professional staff and their man month required for the assignment.	As per clause 2.4 of Draft Agreement (Page .No.71)
4.	<p><b>Page No. 127,130, 131, 132, 133 &amp; 134</b> <b>Appendix-II</b></p> <p>APPENDIX-II FINANCIAL PROPOSAL Form-1, Form-2 &amp; Form-3</p>	<p><b>Note:</b> under the Form-2 of Financial proposal indicates that the manpower requirement is on intermittent basis. Whereas seeing the nature &amp; complexity of the assignment. Manpower required should be kept on site on permanent basis.</p> <p>We request to kindly confirm whether the asked Manpower will be on intermittent basis or</p>	As per form 2 of Appendix -II

		continuous.	
5.	<p><b>Page No. 132</b> <b>Form-2</b></p> <p><b>Note:</b> 8. No escalation on any account will be payable on the above amounts.</p>	<p>As practices in other RFP documents mentioned that, “Annual contract value escalated by 5 % per annum after completion of every twelve (12) months and beginning from the 13th calendar month after the date of the contract.</p> <p>So, we request you to allow the escalation</p>	RFP clause prevails
6.	<p><b>General</b></p> <p>Kindly advise if an Indian subsidiary can participate in the tendering process using the technical and financial credentials of its parent company.</p>		As per note in the clause 1.6 of Appendix1,Form-2
7.	<p><b>Page No. 11</b> <b>Clause 1.8 (3)</b></p> <p>Proposal Due Date or PDD: 21-03-2022 at 14:00 Hrs.</p>	We request the client to extend the PDD by atleast 2 weeks from the current date of submission.	RFP clause prevails

<p><b>8.</b></p>	<p><b>Page No. 18</b> <b>Clause 2.2.5</b></p> <p>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal.</p>	<p>Kindly note that our eligible assignments are across Geographical boundaries in Middle East, Europe and the US region. Every project has a separate local entity for billing and financial purposes, so it is apparently not feasible to arrange the CA/ Auditor certificate. It is requested to waive this requirement of such certificate as we will anyways submit client certificates that mention the consultancy fee.</p>	<p>As per clause 2.2.5</p>
<p><b>9.</b></p>	<p><b>Page No. 30</b> <b>Clause 2.15.2 (G)</b></p> <p>The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned /countersigned CVs shall be rejected.</p>	<p>We request the client to <b><u>accept the scanned signature of the proposed experts instead of blue-ink signatures.</u></b></p> <p>CVs with blue ink signature can be submitted by the bidder upon award of contract.</p>	<p>RFP clause prevails</p>
<p><b>10.</b></p>	<p><b>Page No.39</b> <b>Clause 2.27.2</b></p> <p>As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.</p>	<p>The penalty imposed on substituting the Key Personnel is too high.</p> <p>The project duration is quite long and as no employer can force employees to remain under employment in accordance with applicable labor laws, we propose the penalties to be imposed for substitutions within shorter than 1 year period for any staff deployment.</p> <p>The COVID-19 pandemic and associated lockdowns, travel restrictions and quarantine requirements have led many staff to leave their employment and any such substitutions resulting from such circumstances would not be subject to the substitution penalties.</p>	<p>RFP clause prevails</p>

11.	<p><b>Page No. 39</b> <b>Clause 2.28,</b></p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p>	<p><b>We propose:</b></p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p> <p>The proposed limit to the value of the Agreement is in line with industry standards and global practice.</p>	RFP clause prevails
12.	<p><b>Page No. 41</b> <b>Clause 3.1.3</b></p> <p>Key Personnel Evaluation Note: Relevant experience given by the Key personnel should be a minimum of 2 years in order to consider for the below evaluation.</p>	<p><b>We propose:</b></p> <p>Relevant experience given by the Key personnel should be a minimum of 1 year in order to consider for the below evaluation.</p>	RFP clause prevails
13.	<p><b>Page No. 42</b> <b>Clause 3.2</b></p> <p>Eligible Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Bids under this RFP, assignments as an Independent Engineer or Project Management Consultancy (PMC) assignments in respect of development of project.....</p>	<p><b>We propose:</b></p> <p>Eligible Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Bids under this RFP, assignments as an Independent Engineer <b><u>or Project Management Consultancy (PMC) or Construction Management or Program Management</u></b> assignments in respect of development of project.....</p>	RFP clause prevails
14.	<p><b>Page No. 43</b> <b>Clause 3.2 (B)</b></p> <p>Non-Core Sector work: Any other infrastructure projects comprising Commercial/ institutional buildings/ retail/ offices/ hotels/ Logistic Park/ Hospital/ Residential township undertaken by the Applicant shall be considered.</p>	<p><b>We propose:</b></p> <p>Non-Core Sector work: Any other infrastructure projects comprising Commercial/ institutional buildings/ retail/ offices/ hotels/ Logistic Park/ Hospital/ Residential township/ <b>Metro projects</b> undertaken by the Applicant shall be considered.</p>	RFP clause prevails

15.	<p><b>Page No. 43</b> <b>Clause 3.2 (B)</b></p> <p>Provided that the estimated capital cost of the project exceeds Rs.2300.00 crores (Rupees Two hundred fifty crore) completed in last 10 years prior to Bid Due Date.</p>	<p>Please confirm that the number in words, i.e. 250 Cr. is the intended amount.</p>	<p>Rs.2300.00 Cr ( Rupees Two Thousand Three Hundred Crores Only)</p>
16.	<p><b>Page No. 45</b> <b>Clause 3.4.1</b></p> <p>Weights assigned to Technical Proposal and Financial Proposal, shall be 0.70 and 0.30 respectively</p>	<p><b>We propose:</b></p> <p>Weights assigned to Technical Proposal and Financial Proposal, shall be <b><u>0.80 and 0.20 respectively.</u></b></p> <p>Selection criteria of 80/20 evaluation will help to achieve an appropriate balance between the desired quality in the RFP and an associated competitive fee. Considering the strict technical requirements and considerations in the RFP, the specified 70/30 criteria will encourage technical deviations and lower quality of services in return for a lower fee.</p>	<p>RFP clause prevails</p>
17.	<p><b>Page No. 102</b> <b>Annex-6</b></p> <p>10% advance Mobilization against submission of equivalent BG; 40% to be split into 36 months &amp; paid on a monthly basis; 50% payment on achievement of milestones.</p>	<p>Independent Engineer has no control whatsoever on achieving any milestones; accordingly, the stipulated 50% milestone payments will add an unreasonable strain on the Consultant's cash flow particularly in the cases of pandemics, suspensions, or terminations, to name a few.</p> <p>We thus propose monthly payment schedule based on actual deployment of personnel.</p>	<p>RFP clause prevails</p>

18.	<p><b>Form-8, Abstract of Eligible Assignments of the Applicant</b></p> <p>Need of Auditor/ CA certificate to authenticate</p>	<p>Kindly note that our eligible assignments are across Geographical boundaries in Middle East, Europe and the US region. Every project has a separate local entity for billing and financial</p>	<p>RFP clause prevails</p>
19.	<p><b>Page No. 11 Clause 1.8</b></p> <p>Letter of Award (LoA): To be decided</p>	<p>We presume that the Client has already taken approvals from the concerned authorities / Ministry and accordingly going ahead for engagement of Independent Engineer. Kindly confirm.</p>	<p>RFP clause prevails</p>
20.	<p><b>Page No. 13 Clause 2.1.4</b></p> <p>Key Personnel</p>	<p>Normally, man-months of the Key Personnel to be deployed are provided by the Client for Independent Engineer works. We request you to kindly provide the same.</p>	<p>RFP clause prevails</p>
21.	<p><b>Page No.16 Clause 2.2.4.A.</b></p> <p><b>Technical Capacity:</b> The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as specified in Clause 3.1.4.</p>	<p>We presume that the projects under Non-Core Sector (as per RFP Page 43) shall also be considered as Eligible Assignments. Kindly confirm.</p>	<p>RFP clause prevails</p>



22.	<p><b>Page No. 16</b>  <b>Clause 2.2.4.B</b>  <b>Financial Capacity:</b> The Applicant shall have received a minimum networth of 9Rs. 23.30 (Twenty-Three Crore Three Lakhs) per annum from professional fees during each of the 3 (three) financial years in the previous 5 years preceding the Proposal Due Date.</p>	<p>We request to kindly consider minimum networth of (Rs.13.00 (Thirteen Crore) per annum from professional fees during each of the 3 (three) financial years in the previous 5 years preceding the Proposal Due Date.</p>	<p>RFP clause prevails</p>
23.	<p><b>Page No. 17</b>  <b>Clause 2.2.4.E</b>  <b>Key Personnel :</b> Airport IT Specialist Minimum Education Qualification: Postgraduate with IT.</p>	<p>We request to also consider Engineering Graduate in Computer Engineering as Minimum Educational Qualification.</p>	<p>RFP clause prevails</p>
24.	<p><b>Page No. 17</b>  <b>Clause 2.2.4.E</b>  <b>Key Personnel :</b> Airport Systems Expert Minimum Educational Qualification : Graduate with Management</p>	<p>We request to also consider Engineering Graduate in Electronics / Electrical / Telecommunication Engineering as minimum Educational Qualification.</p>	<p>RFP clause prevails</p>
25.	<p><b>Page No. 34</b>  <b>Clause 2.21.1.</b>  The Applicant shall furnish as part of its Proposal, a bid security of (Rs.2,00,000/- (Rupees Two Lakhs Only Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada, Andhra Pradesh returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1.</p>	<p>We request to also kindly consider Bid Security in the form of Bank Guarantee. Also, kindly share format for submitting Bank Guarantee.</p>	<p>RFP clause prevails</p>

26.	<p><b>Page No. 43</b>  <b>Clause 3.2.</b>  B Non-Core Sector work Any other infrastructure projects comprising Commercial/ institutional buildings/ retail/ offices/ hotels/ Logistic park/ Hospital/Residential township undertaken by the Applicant shall be considered:</p>	<p>We request to also consider works in infrastructure projects such as Roads, Highways, Oil and Gas Industrial facilities.</p>	<p>RFP clause prevails</p>
27.	<p><b>Page No. 103</b>  <b>Clause 3.</b>  <b>Note:</b>  <b>3.</b> Feasibility Report shall be completed in 18 (eighteen) weeks excluding the time taken by the Authority in providing its comments on the Draft Feasibility Report. The Consultant may take 1 (one) week for submitting its Final Feasibility Report after receipt of comments from the Authority.   <b>4.</b> Final payment of 10% (Ten percent) shall be released upon completion of Services in their entirety, including submission of the Environmental Impact Assessment Report.</p>	<p>We presume that Independent Engineer scope shall not include preparation of Feasibility Report, Environmental Impact Assessment Report. Kindly confirm.</p>	<p>RFP clause prevails</p>
28.	<p><b>Page No.16</b>  <b>Clarifications to” 2” Instructions to Applicants</b>  <b>Clause:2.2 Conditions of Eligibility of Applicants,</b>  The Applicant for Pre-qualification may be a single entity or a group of entities the (“Consortium”), coming together to implement the Project.</p>	<p>We request you to kindly clarify and confirm if 3 Members are allowed to form a Joint Venture considering the larger scope and importance of the project.</p>	<p>RFP clause prevails</p>
29.	<p><b>Page No.42</b>  <b>Clarifications to “3” Criteria for Evaluation</b>  <b>Clause:3.2 Eligibility of Assignments</b>  B Non-Core Sector work  Provided that the estimated capital cost fo the project exceeds Rs.23000.00 crores (Rupees Two Hundred fifty crores) completed in the last 10 years before Bid Due Date.</p>	<p>We understand the importance of the airport project. However, considering the other criteria to Non-Core Sector, we request you to kindly confirm if the required Capital Cost of the Project is 250 Cr.</p>	<p>Rs.2300 Cr ( Rupees Two Thousand Three Hundred crores only)</p>

30.	<p><b>General Query</b></p>	<p>We request you to confirm if an Indian firm can use credentials of its parent to sister company if it's incorporated in India and under the condition that both the companies are under common parent undertaking.</p>	<p>RFP clause prevails</p>
31.	<p><b>General Query</b></p> <p>Extension of Bid Submission date</p>	<p>We request you to extend the Bid submission date by at least 4 weeks from the extension of deadline.</p>	<p>RFP clause prevails</p>
32.	<p><b>Page No. 16</b> <b>Clause 2.2.4</b></p> <p>We, Infraplus Consulting Private Limited based out in Haryana, India would like to participate in this bid along with our partner.</p>	<p>We request you to clarify whether an associate partner needs to fulfill the requirements mentioned.</p> <p>Please clarify.</p>	<p>RFP clause prevails</p>
33.	<p><b>Page No. 10</b> <b>SECTION – 1: Introduction, Clause 1.7., Sub-clause No.1.7.1. – Currency Conversion Rate And Payment</b></p> <p>For the purposes of technical evaluation of Applicants [Rs. 72 (Rupees Seventy two)] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.</p>	<p>The Clause only depicts the process of conversion from Euro/other currency to INR to the relevant present date. No mention of Rupee value to bring them to the price level of date of deadline for submission of bids for previous completed works in India.</p> <p>Hence, please include escalation cost for completed value of works in INR either by 5% increase in cost every year from the date of completion of work</p> <p>OR</p>	<p>RFP clause prevails</p>

		<p>convert it to Net Present Value as per the formula given below:  <math>A=B[1+(5/36500)*N]</math>  Where,  A= updated value of work on deadline for submission of bids  B= value of work on the date of completion/substantial completion as indicated in the Employer's certificate.  N = Number of days between date of completion and deadline for submission of bids  (Reference of the formula taken from RVNL tenders)  Please modify.</p>																	
34.	<p><b>Page No. 36</b>  <b>SECTION – 2: Instruction to Applicants</b>  <b>C. Preparation and Submission of Proposal,</b>  <b>Clause 2.22., Sub clause No. 2.22.2. –</b>  <b>Performance Security</b>  An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security .....</p>	<p>Request you to consider previous memorandum from Ministry of Finance, Department of Expenditure dated 17th Nov,2020 regarding reduced performance security from 5-10% to 3%.</p> <p>Since no new memorandum is published by Ministry, request you to kindly consider the previous memorandum of 3% performance security.</p> <p>Please modify.</p>	RFP clause prevails																
35.	<p><b>Page No. 41 &amp; 42</b>  <b>SECTION – 3:Criteria for Evaluation, Clause 3.1.,</b>  <b>Sub-clause No.3.1.3. – Scoring Criteria</b>  The scoring criteria to be used for evaluation shall be as follows:</p> <table border="1" data-bbox="224 1157 1041 1457"> <thead> <tr> <th>Item Code</th> <th>Parameter</th> <th>Criteria</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">Firm Evaluation</td> </tr> <tr> <td>1</td> <td>Company &amp; Key Projects Credentials:</td> <td>Maximum 3 eligible projects shall be considered</td> <td>30</td> </tr> <tr> <td>1.1</td> <td>Core Sector Projects</td> <td>10 marks for</td> <td>30</td> </tr> </tbody> </table>	Item Code	Parameter	Criteria	Maximum Marks	Firm Evaluation				1	Company & Key Projects Credentials:	Maximum 3 eligible projects shall be considered	30	1.1	Core Sector Projects	10 marks for	30	<p>Please modify the Criteria description for both Firm Evaluation and Key Personnel Evaluation in terms of airport sector project and noncore sector project.  To be read as  ___ Marks for each airport sector project.  ___ Marks for each noncore sector project.</p> <p>Kindly modify.</p>	Considered
Item Code	Parameter	Criteria	Maximum Marks																
Firm Evaluation																			
1	Company & Key Projects Credentials:	Maximum 3 eligible projects shall be considered	30																
1.1	Core Sector Projects	10 marks for	30																

		each airport sector project			
1.2	Non Core Sector Project	8 marks for each core sector project			
<b>Key Personnel Evaluation</b> Note: Relevant experience given by the Key personnel should be a minimum of 2 years in order consider for the below evaluation.					
<b>2</b>	<b>Key Personnel in various discipliners</b>	<b>Maximum 3 Projects shall be consider for each personnel</b>	<b>70</b>		
2.1	Team Leader	5 Marks for each airport sector project 3 Marks for each core sector project	10		
2.2	Structural Engineer	3 Marks for each airport sector project 2 Marks for each core sector project	7.5		
2.3	Airport IT Specialist	3 Marks for each airport sector project 2 Marks for each core sector project	7.5		
2.4	Airport systems Expert	3 Marks for each airport sector project 2 Marks for each core sector project	7.5		
<b>36.</b>	<b>Page No. 43</b> <b>SECTION – 3: Criteria for Evaluation,</b> <b>Clause 3.2., Sub-clause No. B –Non Core Sector Work</b> Any other infrastructure projects comprising Commercial/ institutional buildings/ retail/ offices/ hotels/ Logistic Park/ Hospital/ Residential township undertaken by the Applicant shall be considered: Provided that the estimated capital cost of the project exceeds Rs.2300.00 crores (Rupees Two hundred fifty crore) completed in last 10 years prior to Bid Due Date			The estimated capital cost for qualifying projects in Non Core Sector is given as Rs.2300 Crores in numerical format and Rs. 230 Crores in word format.  Please clarify	Rs.2300 Cr ( Rupees Two Thousand Three Hundred crores only)

37.	<p><b>Page No. 102 &amp; 103</b>  <b>Schedule 2:</b>  <b>Independent Engineer Agreement, Annex - 6: Payment Schedule,</b>  <b>Note – 3 – Payment on Project Milestone</b>  The Phase completion Schedule /Milestones shall be in accordance with clause 12.5.2 and Schedule G of the Concession Agreement</p>	<p>No mention of Clause 12.5.2 and Schedule G in the Concession Agreement. Also, kindly justify Project Milestone I,II,III &amp; IV for understanding the schedule breakup of cost.  Kindly add relevant clauses for reference.   Please modify.</p>	Enclosed
38.	<p><b>Page No. 103</b>  <b>Schedule 2:</b>  <b>Independent Engineer Agreement, Annex - 6: Payment Schedule,</b>  <b>Note – 3 – Release of Final Payment</b>  Final payment of 10% (ten per cent) shall be released upon completion of Services in their entirety, including submission of the Environmental Impact Assessment Report.</p>	<p>As per the standard industry practice, please consider Retention Amount to be 5% (five per cent), which shall be released upon completion of Services in their entirety, including submission of the Environmental Impact Assessment Report.   Please modify.</p>	RFP Clause prevails
39.	<p><b>Page No. 92</b>  <b>Schedule 2:</b>  <b>Independent Engineer Agreement, Clause 7.2, sub-clause 7.2.2,</b>  <b>Liquidated Damages for delay</b>  In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.</p>	<p>It is requested that the overall cap of liquidated damages may be reduced to 5% as the present cap of 10% is too high.   Please modify.</p>	RFP Clause prevails
40.	<p><b>General</b>   Project Duration &amp; Key Personnel man-months</p>	<p>Please confirm the duration of work to be 36 months as interpreted from the Payment Schedule clause (Annex 6, RFP page no. 102)  Also, please confirm the Key Personnel manning-schedule for the proposed work.   Please clarify</p>	RFP Clause prevails

41.	<p><b>General</b></p> <p>The assignment shall be for a duration of 36 months reckoned from the payment schedule of Annex – 6</p>	<p>In case of extension, please consider escalation of the manpower cost based on CPI index for the manpower deployed during extended period of project.</p>	<p>RFP Clause prevails</p>
42.	<p><b>General</b></p> <p>Extension of time</p>	<p>Request you to kindly consider an extension of at least 3 weeks from the date of pre-bid query response.</p>	<p>RFP Clause prevails</p>

**Sd/-Vice Chairman & Managing Director, INCAP**

of the Phase I of the Project ("Scheduled Completion Date") and the Concessionaire agrees and undertakes that construction of the Phase I of the Airport shall be completed on or before the Scheduled Completion Date. The Scheduled Completion Dates for the subsequent Phases shall be determined by the Authority, upon the receipt of the proposal from the Concessionaire in this regard. For the avoidance of doubt, it is agreed that the Project Completion Schedule and Scheduled Completion Date shall not apply to City Side Development and City Side Residential Development.

12.5.2 The Concessionaire shall construct the Airport in accordance with the Phase Completion Schedule set forth in Schedule G. *Provided however that, any such Phase Completion Schedule for Phase I shall comply with the following schedule:*

Criteria (as certified by Independent Engineer)		Phase Completion Schedule
Physical Progress	Financial Progress	
10% (ten percent) of Phase I	Expenditure of 10% (ten percent) of the Total Project Cost or Rupees [ ] Crore, whichever is higher	Within 8 (eight) months of the Appointed Date
20% (twenty percent) of Phase I	Expenditure of 20% (twenty percent) of the Total Project Cost or Rupees [ ] Crore, whichever is higher	Within 12 (twelve) months of the Appointed Date
30% (thirty percent) of Phase I	Expenditure of 30% (thirty percent) of the Total Project Cost or Rupees [ ] Crore, whichever is higher	Within 15 (fifteen) months of the Appointed Date
40% (forty percent) of Phase I	Expenditure of 40% (forty percent) of the Total Project Cost or Rupees [ ] Crore, whichever is higher	Within 18 (eighteen) months of the Appointed Date

In the event, the Concessionaire fails to achieve any milestone as per the Phase Milestone within a period of 90 (ninety) days from the date set forth for such Phase Milestone in Schedule G.





unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one percent) of the amount of Performance Security for delay of each day until such milestone as per the Phase Completion Schedule is achieved, provided that if any or all milestones for a Phase Completion Schedule or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule G has been amended as above, provided further that in the event COD for a concerned Phase is achieved on or before the Scheduled Completion Date for such Phase, the Damages paid under this Clause 12.5.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. It is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination.

12.5.3 In the event that the Phase I of the Airport is not completed and Phase I COD does not occur within 365 (three hundred sixty five) days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement. Notwithstanding the provisions contained herein, the Concessionaire shall also be liable to pay other amounts as may be payable under the Applicable Laws, for any delay in the achievement of Phase I COD within the said period of 365 (three hundred sixty five) days from the Scheduled Completion Date.

## 12.6 Development of Project Facilities

12.6.1 Subject to the provisions of Clause 12.5, the Concessionaire shall undertake development of the Project Facilities as specified in Schedule B together with provision specified in Schedule C, and in conformity with the Specifications and Standards set forth in Schedule D, Applicable Laws and Applicable Permits.

12.6.2 Any development, addition or modification to the Project Facilities shall be in accordance with the design and Master Plan, and in harmony with the overall design and environment of the Airport, but in any event, it shall be cost effective and in the best interests of the Users.

## 12.7 Expansion of the Airport

12.7.1 As and when the existing Phase(s) of the Airport, achieves the traffic trigger as specified in the Master Plan, the Applicable Laws, including the DGCA guidelines and regulations prescribed by AERA, Good Industry Practice and the provisions of this Agreement or fall short of the

