

RFP for “Integrated Development of No Frill Airstrip & Provision of Airline Connectivity at Shivamogga in Karnataka on Design, Finance, Build, Operate and Transfer (DFBOT) Framework”

Addendum to RFP – 1

Sr. No.	Clause No.	Original Clause as per RFP	Revised Clause																																																						
1.	Clause 1.1.1	...”the Authority has decided to undertake Integrated Development of No Frill Airstrip& Provision of Airline Connectivity at Shivamogga in the state(the “ Project ”) through Public-Private Partnership (the “ PPP ”) on Design, Finance,Build, Operate, and Transfer (the “ DFBOT ”) framework for a period of 20 (twenty) years from Airstrip Opening Target Date”	...”the Authority has decided to undertake Integrated Development of No Frill Airstrip& Provision of Airline Connectivity at Shivamogga in the state(the “ Project ”) through Public-Private Partnership (the “ PPP ”) on Design, Finance,Build, Operate, and Transfer (the “ DFBOT ”) framework for a period of 30 (thirty) years from Airstrip Opening Target Date”																																																						
2.	Clause 1.2.2	The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids	The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of Bids																																																						
3.	Clause 1.3	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Release of Tender Notification</td> <td>11.10.2019</td> </tr> <tr> <td>2.</td> <td>Availability of Bid Documents on e-procurement Portal</td> <td>11.10.2019 onwards</td> </tr> <tr> <td>3.</td> <td>Last date for receiving queries</td> <td>29.10.2019</td> </tr> <tr> <td>4.</td> <td>Date of Pre-Bid Meeting</td> <td>30.10.2019, 1600 hrs</td> </tr> <tr> <td>5.</td> <td>Authority response to queries latest by</td> <td>02.11.2019</td> </tr> <tr> <td></td> <td>Bid due date</td> <td>09.11.2019, 1700 hrs</td> </tr> <tr> <td></td> <td>Part -I Qualification Cum Technical</td> <td></td> </tr> <tr> <td>7.</td> <td>Date of opening of</td> <td>11.11.2019,</td> </tr> </tbody> </table>	Sl. No.	Event Description	Date	1.	Release of Tender Notification	11.10.2019	2.	Availability of Bid Documents on e-procurement Portal	11.10.2019 onwards	3.	Last date for receiving queries	29.10.2019	4.	Date of Pre-Bid Meeting	30.10.2019, 1600 hrs	5.	Authority response to queries latest by	02.11.2019		Bid due date	09.11.2019, 1700 hrs		Part -I Qualification Cum Technical		7.	Date of opening of	11.11.2019,	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Release of Tender Notification</td> <td>11.10.2019</td> </tr> <tr> <td>2.</td> <td>Availability of Bid Documents on e-procurement Portal</td> <td>11.10.2019 onwards</td> </tr> <tr> <td>3.</td> <td>Last date for receiving queries</td> <td>29.10.2019</td> </tr> <tr> <td>4.</td> <td>Date of Pre-Bid Meeting</td> <td>30.10.2019, 1600 hrs</td> </tr> <tr> <td>5.</td> <td>Authority response to queries latest by</td> <td>02.11.2019</td> </tr> <tr> <td></td> <td>Bid due date</td> <td>20.11.2019, 1800 hrs</td> </tr> <tr> <td></td> <td>Part -I Qualification Cum Technical</td> <td></td> </tr> <tr> <td>7.</td> <td>Date of opening of</td> <td>22.11.2019 1500</td> </tr> </tbody> </table>	Sl. No.	Event Description	Date	1.	Release of Tender Notification	11.10.2019	2.	Availability of Bid Documents on e-procurement Portal	11.10.2019 onwards	3.	Last date for receiving queries	29.10.2019	4.	Date of Pre-Bid Meeting	30.10.2019, 1600 hrs	5.	Authority response to queries latest by	02.11.2019		Bid due date	20.11.2019, 1800 hrs		Part -I Qualification Cum Technical		7.	Date of opening of	22.11.2019 1500
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			Proposal & Envelope-I / Qualification Cum Technical	1500 hrs		Proposal & Envelope-I / Qualification Cum Technical	hrs
			8. Presentation on Technical Proposals	14.11.2019		8. Presentation on Technical Proposals	02.12.2019
			9. Announcement of shortlist of Applicants	16.11.2019		9. Announcement of shortlist of Applicants	04.12.2019
			Part -II Financial Proposal			Part -II Financial Proposal	
			10. Date of opening of Financial Proposal (Financial Bids of shortlisted Applicants / Bidders)	18.11.2019		10. Date of opening of Financial Proposal (Financial Bids of shortlisted Applicants / Bidders)	06.12.2019
			11. Letter of Award (LOA)	20.11.2019		11. Letter of Award (LOA)	09.12.2019
			12. Validity of Bids	120 days from Bid Due Date		12. Validity of Bids	120days from Bid Due Date
			13. Signing of Concession Agreement	Within 45 days of award of LOA		13. Signing of Project Development Agreement	Within 45 days of award of LOA
4.	Clause 2.1.2(C)	The Bidder or at least one Member of the Consortium shall have valid Air Operator Permit for Scheduled Operation (SOP) or Scheduled Commuter Operation (SCP) or Scheduled Regional Operation (SRPOP) or Non-Scheduled Operation (NSOP) issued by Directorate General of Civil Aviation (DGCA), Government of India or an undertaking that the Air Operator Permit will be obtained within 12 (twelve) months from the date of signing of the Project Development Agreement or 3 (three) months prior to Airstrip Opening Date whichever is earlier.				The Bidder or at least one Member of the Consortium shall have valid Air Operator Permit for Scheduled Operation (SOP) or Scheduled Commuter Operation (SCP) or Scheduled Regional Operation (SRPOP) or Non-Scheduled Operation (NSOP) issued by Directorate General of Civil Aviation (DGCA), Government of India; or the Bidder or Consortium Member can enter into MoU with an airline operator having valid Air Operator Permit; or an undertaking shall be provided by the Bidder to establish airline connectivity from Shivamogga to Bangalore and the Air Operator Permit will be obtained within 12 (twelve) months from the date of signing of the Project Development Agreement or 3 (three) months prior to Airstrip Opening Date whichever is earlier.	
5.	Clause 2.12.2 (a) (ix)	Supporting document for having valid Air Operator Permit from Directorate General of Civil Aviation, Government of India.				Supporting document for having valid Air Operator Permit from Directorate General of Civil Aviation, Government of India; or the MoU entered with an airline operator stating	

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			that the Bidder and the airline operator would establish airline connectivity as per the terms of this Project Development Agreement; or an undertaking for establishing airline connectivity from Shivamogga to Bangalore.
6.	Clause 2.12.2 (b)	<p>“Technical Submission”, consisting the following:</p> <ul style="list-style-type: none"> (i) Scanned copy of proposed plan for undertaking the Project (ii) Proposed route the Bidder would want to operate i.e the origin and the destination airports in India, including for Shivamogga to Bengaluru International Airport (iii) Proposed aircraft category to be deployed in the route (iv) Number of flights per week for each of the routes proposed under the Technical Submission (v) Scanned copy of supporting Documents, if any. 	<p>“Technical Submission”, consisting the following:</p> <ul style="list-style-type: none"> (i) Scanned copy of proposed plan for undertaking the Project (ii) Deleted (iii) Deleted (iv) Deleted (v) Deleted
7.	Clause 2.13.1	Bid should be submitted in electronic mode in the E-Procurement website before 1600 hours IST on the Bid Due Date.	Bid should be submitted in electronic mode in the E-Procurement website before 1800 hours IST on the Bid Due Date.
8.	Clause 3.2.1 (h)	it contains documentary avoidance for valid Air operating permit form Directorate General of Civil Aviation, Government of India	it contains documentary avoidance for valid Air operating permit form Directorate General of Civil Aviation, Government of India; or the MoU entered with an airline operator stating that the Bidder and the airline operator would establish airline connectivity as per the terms of this Project Development Agreement; or an undertaking to establishing airline connectivity from Shivamogga to Bangalore.
9.	Clause 3.9.2	In the event that two or more Bidders get same Financial Bid (the "Tie Bidders"),the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.	In the event that two or more Bidders get same Financial Bid (the "Tie Bidders"), the Authority shall invite fresh round of financial bid only for the Selected Bidders. Such Selected Bidders shall not quote more than the earlier financial bid (Grant amount)

Addendum to PDA – 1

Sr. No.	Clause No.	Original Clause as per PDA	Revised Clause
1.	Article 1.1 (Definition)	“ Bid Security ” means the security provided by {Selected Bidder/Consortium} to KSIIDC along with a Bid in a sum of Rs. <u>7,60,000</u> /- (Rupees Seven Lakh Sixty Thousand) in accordance with the Request of Proposal which remains in force until substituted by the Performance Security.	“ Bid Security ” means the security provided by {Selected Bidder/Consortium} to KSIIDC along with a Bid in a sum of Rs. <u>7,67,000</u>/- (Rupees Seven Lakh Sixty Seven Thousand) in accordance with the Request of Proposal which remains in force until substituted by the Performance Security.
2.	Article 1.1 (Definition)	“Change in Law” means the occurrence of any of the following after the date of Proposal: c) the commencement of any Indian law, as applicable to the State, which has not entered into effect until the date of Bid; or	“Change in Law” means the occurrence of any of the following after the date of Proposal: c) the commencement of any Indian law, which has not entered into effect until the date of Bid; or
3.	Article 5.2.2	[NAME OF THE SPV] shall submit to the Authority the drafts of all Project Agreements and Financing Agreement or any amendments or replacements thereto for its information and observations, and the Authority shall have the right but not the obligation to provide its observations, if any, to [NAME OF THE SPV] within 30 (thirty) days of the receipt	[NAME OF THE SPV] shall submit to the Authority the drafts of all Project Agreements except Financing Agreement or any amendments or replacements thereto for its information and observations, and the Authority shall have the right but not the obligation to provide its observations, if any, to [NAME OF THE SPV] within 30 (thirty) days of the receipt of such

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		of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, [NAME OF THE SPV] shall submit to the Authority a true copy thereof, duly attested by a Director of the [NAME OF THE SPV], for its record. For the avoidance of doubt, it is agreed that the observations hereunder shall be limited to ensuring compliance with the terms of Project Development Agreement.....	drafts. For avoidance of doubt, the [NAME OF THE SPV] shall submit to the Authority the certificate from the Chartered Accountant for achieving the financial closure within 30 (thirty) days of achieving the financial closure for the Project. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, [NAME OF THE SPV] shall submit to the Authority a true copy thereof, duly attested by a Director of the [NAME OF THE SPV], for its record. For the avoidance of doubt, it is agreed that the observations hereunder shall be limited to ensuring compliance with the terms of Project Development Agreement.....
4.	Article 5.10	<p>Stakeholder Consultation</p> <p>[NAME OF THE SPV] shall finalise their Development Plan for the Airstrip in consultation with local public from the area adjoining the Site. A public meeting shall be arranged by [NAME OF THE SPV] after causing a sufficient notice for the same to the local public. The meeting shall be chaired by the Deputy Commissioner of the district. During the consultation meeting [NAME OF THE SPV] shall present the proposed design and construction plan of the Project and obtain the feedback on the same. The proceeding of the Consultation meeting shall be recorded in detail by [NAME OF THE SPV] and the feedback given by the public may be appropriately incorporated by [NAME OF THE SPV] in the Development Plan.</p>	<p>Stakeholder Consultation</p> <p>[NAME OF THE SPV] shall finalise their Development Plan for the Airstrip in consultation with local public from the area adjoining the Site. A public meeting shall be arranged and coordinated by the Authority with active participation of the [NAME OF THE SPV], after causing a sufficient notice for the same to the local public. The meeting shall be chaired by the Deputy Commissioner of the district. During the consultation meeting [NAME OF THE SPV] shall present the proposed design and construction plan of the Project and obtain the feedback on the same. The proceeding of the Consultation meeting shall be recorded in detail by [NAME OF THE SPV] and the feedback given by the public may be appropriately incorporated by [NAME OF THE SPV] in the Development Plan.</p>
5.	Article 6.1.4	Subject to exemption if any by GoK, during the Term of this Agreement, [NAME OF THE SPV] shall pay the Property Tax to the local bodies	Subject to exemption if any by GoK, during the Term of this Agreement, the Authority shall pay the Property Tax to the local bodies
6.	Article 11.1	<p>11.1 Airstrip Operation and Maintenance</p> <p>11.4.1 [NAME OF THE SPV] shall ensure operation of at least 3 (three) flights a week from the Airstrip to Bengaluru International Airport and any other operational airport in the country as per the Development Plan and shall make necessary</p>	<p>11.1 Airstrip Operation and Maintenance</p> <p>11.1.1 [NAME OF THE SPV] shall ensure operation of at least 3 (three) flights a week from the Airstrip to Bengaluru International Airport and any other operational airport in the country as per the Development Plan and shall make necessary arrangement with the</p>

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		<p>arrangement with the airline operators.</p> <p>Where the [Name of the SPV] fails to operate at least 3 (three) flights a week as set out in this Clause, then the [Name of the SPV] shall be liable to pay damages equal to 1% of the Performance Security for each week of such non-achievement, subject to maximum of amount equal to 5% of the Performance Security.</p> <p>11.4.2 [NAME OF THE SPV] shall at all times comply with Applicable Law in the operation and maintenance of the Airstrip including Non Aero Activities and will operate, maintain, keep in good operating repair and condition in accordance with Good Industry Practice and, in accordance with the Standards and renew, replace and upgrade to the extent reasonably necessary. All maintenance, repair and other works shall be carried out in such a way as to minimise inconvenience to users of the Airstrip.</p>	<p>airline operators.</p> <p>Where the [Name of the SPV] fails to operate at least 3 (three) flights a week as set out in this Clause, then the [Name of the SPV] shall be liable to pay damages equal to 1% of the Performance Security for each week of such non-achievement, subject to maximum of amount equal to 5% of the Performance Security.</p> <p>11.1.2 [NAME OF THE SPV] shall at all times comply with Applicable Law in the operation and maintenance of the Airstrip including Non Aero Activities and will operate, maintain, keep in good operating repair and condition in accordance with Good Industry Practice and, in accordance with the Standards and renew, replace and upgrade to the extent reasonably necessary. All maintenance, repair and other works shall be carried out in such a way as to minimise inconvenience to users of the Airstrip.</p>
7.	Article 11.2	<p>11.4 Security</p> <p>11.4.3 All aviation security at the Airstrip shall be invariably provided by [Name of SPV] according to Applicable Law and Good Industrial Practice in this regard.</p> <p>11.4.4 Without prejudice to the other provisions of this Agreement, [NAME OF THE SPV] shall comply with such rules and regulations established by BCAS in connection with the security of the Airstrip, provided that [NAME OF THE SPV] shall not be so obliged if such rules and regulations are not</p>	<p>11.4 Security</p> <p>11.4.1 All aviation security at the Airstrip shall be invariably provided by [Name of SPV] according to Applicable Law and Good Industrial Practice in this regard.</p> <p>11.4.2 Without prejudice to the other provisions of this Agreement, [NAME OF THE SPV] shall comply with such rules and regulations established by BCAS in connection with the security of the Airstrip, provided that [NAME OF THE SPV] shall not be so obliged if such rules and regulations are not generally and consistently applied to Airstrip having the same or</p>

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		<p>generally and consistently applied to Airstrip having the same or similar sensitivity classification.</p> <p>11.4.5 [NAME OF THE SPV] shall be responsible for providing and maintaining all such security equipment as are required under the relevant rules and regulations in this regard and is applicable to the airstrips having the same or similar sensitivity classification.</p> <p>11.4.6 [NAME OF THE SPV] shall be obliged to comply with all the procedures and directions issued by BCAS from time to time with regard security of the Airstrip building, passengers, persons working at the Airstrip and other visitors to the Airstrip, and aircraft, freight and other property applicable to airstrips having the same or similar sensitivity classification.</p> <p>11.4.7 [NAME OF THE SPV] shall provide the designated security agency with such access and facilities at the Airstrip as may be required to enable the designated security agency to perform its functions under this Agreement on terms and conditions that are generally consistent with the terms and conditions applicable to airstrips having the same or similar sensitivity classification.</p>	<p>similar sensitivity classification.</p> <p>11.4.3 [NAME OF THE SPV] shall be responsible for providing and maintaining all such security equipment as are required under the relevant rules and regulations in this regard and is applicable to the airstrips having the same or similar sensitivity classification.</p> <p>11.4.4 [NAME OF THE SPV] shall be obliged to comply with all the procedures and directions issued by BCAS from time to time with regard security of the Airstrip building, passengers, persons working at the Airstrip and other visitors to the Airstrip, and aircraft, freight and other property applicable to airstrips having the same or similar sensitivity classification.</p> <p>11.4.5 [NAME OF THE SPV] shall provide the designated security agency with such access and facilities at the Airstrip as may be required to enable the designated security agency to perform its functions under this Agreement on terms and conditions that are generally consistent with the terms and conditions applicable to airstrips having the same or similar sensitivity classification.</p>
8.	Article 11.3	<p>11.3 Meteorological Services</p> <p>11.5.1 Meteorological services at the Airstrip shall be in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention and as per any other rules and regulations framed by MoCA, AAI, or DGCA and applicable to the airstrips having the same or</p>	<p>11.3 Meteorological Services</p> <p>11.3.1 Meteorological services at the Airstrip shall be in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention and as per any other rules and regulations framed by MoCA, AAI, or DGCA and applicable to the airstrips having the same or similar</p>

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		similar sensitivity classification.	sensitivity classification.
9.	Article 16.1.4	On or before the thirty-first day of May each year, [NAME OF THE SPV] shall provide to the Authority for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on revenues (aeronautical and non-aeronautical), and such other information as the Authority may reasonably require.	On or before the thirty-first day of June each year, [NAME OF THE SPV] shall provide to the Authority for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on revenues (aeronautical and non-aeronautical), and such other information as the Authority may reasonably require.
10.	Article 17.7.1	Unless terminated earlier in accordance with Clause 4.4.2, Clause 17.4, or by mutual agreement between the Parties in writing, this Agreement shall continue in full force and effect from its commencement in accordance with Article 4 until the twentieth (20th) anniversary of the Airstrip Opening Target Date. Provided also that at any time no earlier than 5 (five) years prior to the completion of the Term as aforesaid above, Authority may, based on the performance and at the request of the SPV, at its discretion, extend the Term of the Agreement for such further period as they may determine, but not exceeding 10 (ten) years in the Term.	Unless terminated earlier in accordance with Clause 4.4.2, Clause 17.4, or by mutual agreement between the Parties in writing, this Agreement shall continue in full force and effect from its commencement in accordance with Article 4 until the thirtieth (30th) anniversary of the Airstrip Opening Target Date. Provided also that at any time no earlier than 5 (five) years prior to the completion of the Term as aforesaid above, Authority may, based on the performance and at the request of the SPV, at its discretion, extend the Term of the Agreement for such further period as they may determine, but not exceeding 10 (ten) years in the Term.
11.	Schedule 2 4 Runway	The runway is designed as per the specification, conforming to ICAO aerodrome reference code 2B. The characteristics of the runway specification are: <ul style="list-style-type: none"> ☐ Runway length - 1200m ☐ Runway width - 23m + 3.5m shoulder on either side ☐ Pavement type - flexible <ul style="list-style-type: none"> ☐ Runway strip width and Stop-ways at each threshold shall conform to ICAO SARPs. ☐ The runway construction should meet the ICAO standards. The longitudinal and transverse profile, slope changes, sight distance, distance between slope changes, pavement markings, signage and surface accuracy are 	The runway is designed as per the specification, conforming to ICAO aerodrome reference code 2B. The runway construction should meet the ICAO standards. The longitudinal and transverse profile, slope changes, sight distance, distance between slope changes, pavement markings, signage and surface accuracy are designed in accordance with the Standards and Recommended practices stipulated in ICAO Annex 14.

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		designed in accordance with the Standards and Recommended practices stipulated in ICAO Annex 14.	
12.	Schedule 2 10 Water Supply	Potable water is to be arranged by the developer from local sources and distributed to the various facilities as required. Water required for fire fighting should also be arranged.	Potable water supply shall to be made available by the Authority to the developer at concessional rate; and the connectivity shall be provided by the Authority till the site boundary, the developer shall distribute to the various facilities as required. Water required for fire fighting should be arranged by the developer.
13.	Schedule 2 14 Electrical	The power requirement at the airport shall be assessed for a reasonable period in advance and arranged from the local electricity department. Necessary substation and distribution a network should be planned and provided. Emergency power supply as required should be provided.	The Power supply shall be made available by the Authority to the developer at concessional rate; the connectivity shall be provided by the Authority till the site boundary. Necessary substation and distribution network should be planned and provided by the developer. Emergency power supply as required should be provided.
14.	Schedule 5 Para (B)	The Agreement requires the [Name of the SPV] to furnish a Performance Security to the Authority in a sum of Rs.1,90,00,000/- (Rupees One Crore Ninety Lakh d Only) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).	The Agreement requires the [Name of the SPV] to furnish a Performance Security to the Authority in a sum of Rs.1,90,00,000/- (Rupees One Crore Ninety Lakh d Only) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the entire Term of the Project (as defined in the Agreement).
15.	Schedule 5 Para 7	7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force till the period mentioned in paragraph 11 below. Unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.	7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force till the period mentioned in paragraph 10 below. Unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

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16.	Schedule 5 Para 10	This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of Three years from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.	This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of entireTerm from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
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