

**Response to Queries for Integrated Development of No Frill Airstrip & Provision of Airline Connectivity at Shivamogga in Karnataka on Design, Finance, Build, Operate and Transfer (DFBOT) Framework**

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<b>QUERIES ARISING FROM THE DRAFT RFP</b>					
1.	General			<p>The business plan, skill set requirement and economics for airport operations and airline operations are very different. Further, airline operations are subject to the traffic demand and route attractiveness. As such, an airport operator cannot guarantee airline operations. Hence, the scope of the airport development and O&amp;M and airline operations should be split into two separate tenders.</p> <p>Further, the requirement of mandated operations between Shivamogga and Bangalore should be limited to first year of operation only</p>	No change in conditions
2.	RFP, Clause 1.1.3	The Successful Bidder may participate in the RCS bidding process for the route selection from the Shivamogga Airport for availing incentives for the airline operation under the RCS UDAN Scheme.		<p>1) The Authority should provide certain traffic guarantee for the mandated provision of the airline operation on the specified Shivamogga-BLR route.</p> <p>2) As the RCS bidding process for airline operations is separate, it is possible that the partner airline may not be awarded the Shivamogga-BLR RCS route. Hence, the benefits of RCS scheme shall be extended to the partner</p>	No change in conditions.

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				airline. 3) Suitable provisions for the above need to be incorporated into the PDA.							
3.	Clause 1.3	Schedule of Bidding Process	NA	<p>We request the Authority to extend the Bid Submission by minimum 3 months so that bidders can conduct detailed evaluation of the opportunity</p> <p>As we undertake the detailed evaluation of the project, hence we request the Authority to allow submission of any additional queries that may arise during the evaluation process</p> <p>Last date of submission of tender documents may be extended by two more months.</p>	Please refer addendum						
4.	Clause 1.3	<table border="1"> <tr> <td>12.</td> <td>Validity of Bid</td> <td>120 days from the Bid Due Date</td> </tr> </table>	12.	Validity of Bid	120 days from the Bid Due Date	<table border="1"> <tr> <td>12.</td> <td>Validity of Bid</td> <td><b>120 180 days from the Bid Due Date</b></td> </tr> </table>	12.	Validity of Bid	<b>120 180 days from the Bid Due Date</b>	The change is suggested in light of Clause 1.2.2 which provides that the Bid shall be valid for a period of not less than 180 days from the Bid Due Date.	Please refer addendum
12.	Validity of Bid	120 days from the Bid Due Date									
12.	Validity of Bid	<b>120 180 days from the Bid Due Date</b>									
5.	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 (SROP) or Non-Scheduled Operation (NSOP) issued by Directorate General of Civil Aviation (DGCA),	<del>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 (SROP) or Non-Scheduled Operation (NSOP) issued by Directorate General of Civil Aviation (DGCA), Government of</del>	<p>Kindly delete the clause. SPV will obtain the Aerodrome License before Airstrip Opening Date.</p> <p>An airport operator has limitation with respect to shareholding by an airline operator or its associates. As such, an airline operator cannot be a consortium member. Request the</p>	If the Bidder or Consortium Member is not having valid Air Operator Permit, in such case, the Bidder can enter into MoU with an airline operator stating that the Bidder and the airline operator would						

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		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.	<del>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.</del>	Authority to kindly relook the given clause please	establish airline connectivity as per the terms of this Project Development Agreement or an undertaking could be provided by the Bidder for establishing airline connectivity from Shivamogga to Bangalore.  Please refer addendum
6.	Clause 2.1.14 (vi)	(vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.	NA	A list of such Consultants may please be provided	iDeCK, Bangalore
7.	Clause 2.1.15	A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical advisor of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case maybe in any manner for matters related to or incidental to the Project.....	NA	Please provide the name of legal, financial and / or technical advisors of the Authority in relation to the Project.	iDeCK, Bangalore
8.	Clause 2.12.2 (a) (ix)	2.12.2. The Bidder shall submit following documents in the electronic mode using their digital signatures in the correct slots in E-Procurement website on or before the Bid Due	2.12.2. The Bidder shall submit following documents in the electronic mode using their digital signatures in the correct slots in E-Procurement website on or before the Bid Due Date. The	Kindly delete the point (ix) of this clause. SPV will obtain the Aerodrome License before Airstrip Opening Date	The Bidder can enter into MoU with an airline operator or an undertaking could be provided by the Bidder for establishing airline

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		<p>Date. The documents accompanying the Bid submission shall include:</p> <p><b>(a) "Qualification Submission"</b>, consisting of the following:</p> <p>.....</p> <p>(ix) Supporting document for having valid Air Operator Permit from Directorate General of Civil Aviation, Government of India.</p>	<p>documents accompanying the Bid submission shall include:</p> <p><b>(a) "Qualification Submission"</b>, consisting of the following:</p> <p>.....</p> <p><del>(ix) Supporting document for having valid Air Operator Permit from Directorate General of Civil Aviation, Government of India</del></p>		<p>connectivity from Shivamogga to Bangalore. The same document shall be uploaded in the slot provided.</p>
9.	Clause 2.12.2 (b)	<p><b>"Technical Submission"</b>, consisting the following:</p> <p>(i) Scanned copy of proposed plan for undertaking the Project</p> <p>(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</p> <p>(iii) Proposed aircraft category to be deployed in the route</p> <p>(iv) Number of flights per week for each of the routes proposed under the Technical Submission</p> <p>(v) Scanned copy of supporting Documents, if any.</p>	<p><b>"Technical Submission"</b>, consisting the following:</p> <p>(i) Scanned copy of proposed plan for undertaking the Project</p> <p><del>(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</del></p> <p><del>(iii) Proposed aircraft category to be deployed in the route</del></p> <p><del>(iv) Number of flights per week for each of the routes proposed under the Technical Submission</del></p> <p><del>(v) Scanned copy of supporting Documents, if any.</del></p>	<p>Please delete the point (ii) to (v) of this Clause. Air operations at Shivamogga airstrip should be governed as per the RCS policy. Additionally, airport operators have regulatory restrictions in terms of airline ownerships, therefore it may not be feasible for the airport operator to start the airline operations. Authority should de-link the airport development and airline operations, and should run a separate process to attract the airlines to operate from Shivamogga airstrip. Concessionaire will support the Authority to market the Airstrip with the Airlines. Technical Submission should only be limited to airport development. Airline operations should be segregated from Bid Submission.</p>	<p>Please refer to Addendum. The point (ii) to (v) of this Clause is deleted.</p>
10.	Clause 2.13.1	<p>Bid should be submitted in electronic mode in the E-Procurement website before 1600 hours IST on the Bid Due</p>	<p>Bid should be submitted in electronic mode in the E-Procurement website before <del>1600-1700</del> hours IST on the Bid</p>	<p>Request you to make the suggested change in light of Clause 1.3 Schedule of Bidding Process which provides for 1700 hours IST as bid</p>	<p>Agreed. Please refer addendum.</p>

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		Date.	Due Date.	submission time.	
11.	RFP, Clause 3.2.1 (g)	it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project		The statutory auditor provides certificates as per their own format. Request if the certificates in substantial format from the statutory auditor may be acceptable	Agreed, provided the certificates covers all aspects as specified in the RFP.
12.	RFP, Clause 3.12	The Grant amount quoted by the Bidder shall not exceed the Estimated Project Cost as mentioned in this RFP document. The Bid shall be considered as a non-responsive Bid if the Bidder quotes the Grant amount exceeding the Estimated Project Cost. The Grant amount shall be paid in the manner set out in Clause 3.3 of the Project Development Agreement.		If airline operations are mandated, the grant amount should include any viability gap funding that would be required by the airline for the provision of the required route and frequency.  Further, traffic guarantee would be required to ensure traffic viability and covering airport fixed cost.	As specified in the RFP, the airline operator may participate in the RCS bidding process for the route selection from the Shivamogga Airport for availing incentives for the airline operation under the RCS UDAN Scheme.  No traffic guarantee would be provided by the Authority.
13.	Clause 3.2.1 (h)	<b>3.2. Tests of responsiveness</b> 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if: .....  (h) it contains documentary avoidance for valid Air operating permit form Directorate General of Civil Aviation, Government of India	<b>3.2. Tests of responsiveness</b> 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if: .....  <del>(h) it contains documentary for valid avoidance Air operating permit form Directorate General of Civil Aviation, Government of India</del>	Kindly delete the clause. The SPV will obtain the Aerodrome License before Airstrip Opening Date	Kindly refer to S.no.5
14.	Clause 3.9.2	<b>3.9. Evaluation of Financial Bid</b>	<b>3.9. Evaluation of Financial Bid</b>	Suggested change for fairness in the	The selected Bidders, in

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		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.	3.9.2. In the event that two or more Bidders get same Financial Bid (the "Tie Bidders"),the Authority shall identify the <del>Selected Bidder by draw of lots</del> <b>Selected Bidder by conducting fresh bids amongst the Tie Bidders,</b> which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.	bidding process.	case of tie of financial bid, 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)  Please refer to addendum
15.	Appendix I	I/We further certify that no investigation by a regulatory Authority is pending either against us/any Member of the Consortium or against our/their Associates or against our CEO or any of our directors/managers/employees.	NA	Please clarify: 1. What constitutes 'investigation'? 2. What constitutes 'regulatory authority'?  We understand that this point 13 will be applicable only in case investigation is pending against the managers and employees acting on behalf of the company / representing the company and not on their individual capacity. Clarity/confirmation may be provided.	No change in conditions
16.	Annex-V, Appendix I	Details for Airline Operation	NA	Proposed to be deleted. Air operations at Shivamogga airstrip should be governed as per the RCS policy  Additionally, airport operators have regulatory restrictions in terms of airline ownerships, therefore it may	Please refer to S.no. 5

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				not be feasible for the airport operator to start the airline operations. Authority should de-link the airport development and airline operations, and should run a separate process to attract the airlines to operate from Shivamogga airstrip. Concessionaire will support the Authority to market the Airstrip with the Airlines.	
17.	RFP, Appendix VII	Technical Submission		As a part of the Technical proposal, the bidders are required to submit the Layout plans, Commercial Development plan, Business plan, Operational Plan, Sources of Funding, Utility & pollution control, etc. We would request the authorities to relax on the technical submission requirement for the bid submission and should be mandated at the time of Master Plan submission post award	The Bidder shall provide an indicative plan for development and operation of the airport and the airline as part of the proposal.
18.	General	--	--	We understand that all the documents to be submitted as part of the Bid including the Appendix I and its Annexures can be submitted substantially as per the format. Please confirm	No change in conditions except for S.No 11
19.	General	Estimated Project Cost		Cost of INR 1.82 cr estimated at 5% of the project cost for price variation, design, consultancy and contingency seems low and should be increased to 10%. Please confirm if the estimated project cost of INR 38.32 cr includes	The Estimated project cost is based on broad estimates and bidders are advised to carry out their own due diligence.

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				<p>any land leveling cost for the Site. Any costs associated with licensing &amp; royalty payment towards earth work &amp; site development shall be borne by the authority.</p> <p>Please confirm if the following comments from AAI on No-Frills Airports infrastructure as per their letter (Ref: AAI/38/37/2018ARII(P)/647) dated 07.02.2018 have been incorporated into the Estimated Project Cost:</p> <ol style="list-style-type: none"> <li>1) Length of runway as per DGCA specifications</li> <li>2) RESA – Width to be double the width of the runway</li> <li>3) Basic Strip requirement</li> <li>4) Chain link fencing – Has BCAS approval been taken for chain link fencing? If not, is the cost of INR 1.3 cr for 12.2km length of fencing mentioned in the PIM to be revised?</li> <li>5) Cost of PAPI to be provided</li> <li>6) Cost of 2 X-BIS</li> <li>7) Office space requirement</li> </ol> <p>Also, please confirm if Authority would assume any additional cost that would be applicable post any joint inspection by AAI / BCAS.</p> <p>Please confirm that the estimated project cost is estimated by considering all the regulatory compliance requirements (including</p>	



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				runway length, etc.) specified by DGCA and BCAS. Authority should provide any approval or confirmation provided by DGCA and BCAS on the project	
20.	General	Clearances		<p>Please confirm the current status of various clearances obtained from the relevant agencies for the implementation of the project.</p> <p>Authority should provide Environment Clearance for the development of the airport as per the facilities envisaged under the estimated project cost. Environment Clearance for the project should be procured prior to Bid Submission Due Date.</p>	The site clearance and the clearance from MoD, MoEF has been obtained and the same is attached. However, DGCA approval for the masterplan shall be obtained by the developer.
21.			KSIIIDC may start the application process for obtaining NOC from DGCA for the development of no frill airport which include NOC from Ministry of Defence, Ministry of Home Affairs as they generally take about SIX months' time. This two or three months extension of time for submission of tender documents can effectively be used for obtaining the NOC.		
22.	General			Please confirm if the airport is free of obstacles if the runway length is extended to 3000 mts. If not, please incorporate this as a Condition Precedent for the Authority.	As per the RFP, it is proposed for 1200 m runway. However, for up to 1800 m runway, the proposed airport is free of obstacles. For runway length of 3000 m, obstacles present (HT

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					tower/lines) would be relocated at the cost of the Authority
23.	General			<p>Tender Document does not show the FDI percentages allowed. and request the same may be documented.</p> <p>Foreign Participants are keen for being part of the SPV so that GOK sign the agreement with them being part of SPV if tender is allotted as they are keen ONLY for funding Govt projects in India. Kindly indicate whether Foreign Investors can be part of SPV.</p>	Kindly refer to clause 2.1.2.A and 2.1.27 for related provisions. With regard to FDI, kindly refer to the Consolidated FDI Policy Circular of 2017 issued by GOI vide D/o IPP F. No. 5(1)/2017-FC-1 Dated the August 28, 2017.
24.	General			<p>As per tender document, after the lease period of 20 years (if extension is not granted) the Operator need to hand over everything as it is to GOK without any compensation. This is restricting the Operators to develop infrastructure of world class with the fear that the cost of development may not be recoverable in 20 years. Suggestion is that all facilities developed other than the ones specified in the tender document (basic essentials for the no frill airport) may be valued at the end of the lease period and compensated to the Operator and if agreed for, must be included in the tender document. This asset will be of great value for anyone using the facilities thereafter.</p>	Please refer addendum
25.	General			One Nodal Officer must be	In this regard, kindly

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				nominated for assisting in the e-proc registration and subsequent uploading of the documents. We suggest one demonstration session at KSIIDC for this	contact e-Procurement helpdesk for assistance.
<b>QUERIES ARISING FROM THE DRAFT PDA</b>					
26.	Article 1.1 (Definition)	<p>“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.</p>	<p>“Bid Security’ means the security provided by {Selected Bidder/Consortium} to KSIIDC along with a Bid in a sum of <del>Rs. <u>7,60,000</u>____/- (Rupees Seven Lakh Sixty Thousand)</del><u>Rs. 7,67,000</u> /- <del>(Rupees Seven Lakh Sixty Seven Thousand)</del> in accordance with the Request of Proposal which remains in force until substituted by the Performance Security.</p>	Request the Authority to make the suggested change in light of Clause 1.2.4 of the RFP.	<p>“Bid Security’ means the security provided by {Selected Bidder/Consortium} to KSIIDC along with a Bid in a sum of <del>Rs. <u>7,67,000</u> /-</del> <u>(Rupees Seven Lakh Sixty Seven Thousand)</u> in accordance with the Request of Proposal which remains in force until substituted by the Performance Security.</p> <p>Please refer to addendum</p>
		<p>“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</p>	<p>“Change in Law” means the occurrence of any of the following after the date of Proposal: ..... c) the commencement of any Indian law, <del>as applicable to the State</del>, which has not entered into effect until the date of Bid; or</p>	Request the Authority to delete the suggested text since applicability of the provisions w.r.t change in law should not be restricted to one state as it may result in disadvantage to the bidder in claiming any benefits arising out of such change in law.	Agreed. Please refer to addendum
		<p>“Project Agreements” .....arising out of or incidental the Project</p>	<p>“Project Agreements” .....arising out of or incidental the Project <u>and having a contract worth of more than Rs. 25,00,00,000 (Rupees twenty five</u></p>	Request the Authority to modify the Clause in order to enable the Concessionaire to exercise its operational flexibility.	No change in conditions.

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			<b>crore only) annually or cumulatively.</b>		
27.	Article 2.1(c)	The operation of airline from the Shivamogga Airstrip to Bengaluru International Airport (BIAL) and “any other airport in the country.”	<del>The operation of airline from the Shivamogga Airstrip to Bengaluru International Airport (BIAL) and “any other airport in the country.”</del>	Proposed to be deleted. Air operations at Shivamogga airstrip should be governed as per the RCS policy Additionally, airport operators have regulatory restrictions in terms of airline ownerships, therefore it may not be feasible for the airport operator to start the airline operations. Authority should de-link the airport development and airline operations, and should run a separate process to attract the airlines to operate from Shivamogga airstrip. Concessionaire will support the Authority to market the Airstrip with the Airlines.	Please refer to S.no. 5
28.	Article3.1	The rights so granted to the Service Provider Right Holders shall be co terminus with this Agreement, shall be subject to the same being within the framework of this Agreement and not being contrary to the terms and conditions of this Agreement ...		The non-aero activities listed in the schedule would become viable with the increase in traffic over the years and cannot be commenced immediately. As such, the development of these non-aero activities would require a much longer concession period to ensure that these Service Provider Right Holders are able to recover their investment. It is requested that the Service Provider Right Holders should be provided a longer term with Authority stepping into the respective agreement after the termination of the PDA.	No change in conditions.
29.	Article 3.1(b)	<b>Cargo Handling</b>	NA	We understand that as per no frill airport guidelines the cargo will be	The SPV or the airline operator shall follow the

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				handled by Airlines. Please confirm	cargo handling as per the guidelines.
30.	Article 4	<b>Conditions Precedent</b>	NA	Authority is request allow 180 days from the date of the agreement for the fulfillment of Conditions Precedent	No change in conditions.
31.	Article 4.1 (a)	Conditions Precedent required to be satisfied by the Authority	NA	Please insert an enabling clause to ensure that Authority grants unencumbered Right of Way of the 100% Site with complete forest and environment clearances	Unencumbered land with Right of way to the site would be provided.
32.	Article4.1(b)(i)	<b>Conditions Precedent to Project</b> Received the requisite clearances from MoCA and/or AAI and/or MoEF and/or MoD etc. for the Project.	NA	Obtaining clearances from MoCA, AAI and MoEF shall be conditions precedent required to be satisfied by Authority. Hence it should be included as Authority's CP under clause 4.1(a)	The site clearance and the clearance from MoD, MoEF has been obtained and the same is attached.
33.	Article4.2	[Name of SPV] shall, within 1 (one) month from the date of this Agreement, prepare and submit to the Authority, a detailed plan, including standards and specifications, for development of Airstrip ("Development Plan") in conformity with the Applicable Laws and the Technical Submission made as part of the Bid.	[Name of SPV] shall, within <del>1 (one) month</del> <b>90 days from the date of this Agreement—approval of master plan.</b> prepare and submit to the Authority, a detailed plan, including standards and specifications, for development of Airstrip ("Development Plan") in conformity with the Applicable Laws and the Technical Submission made as part of the Bid.	Kindly incorporate the suggested change	No change in conditions.
34.	Article4.6	Upon termination of this Agreement due to nonfulfilment of Conditions Precedent relating to preparation of Development Plan or the Conditions Precedent set out in Clause 4.1(b) (ii) to (vi) by [NAME OF THE SPV], the Authority shall be entitled to forfeit and appropriate the Performance Security and where the termination is		The following to be deleted as this should be condition precedent to the Authority.  ....."and where the termination is due to non-fulfilment of Conditions Precedent set out in Clause 4.1(b)(i), the Authority shall be entitled to forfeit and appropriate 20% of the	No change in condition

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		due to non-fulfilment of Conditions Precedent set out in Clause 4.1(b)(i), the Authority shall be entitled to forfeit and appropriate 20% of the Performance Security.		Performance Security”.	
35.	Article 5.1.4	g)Obtain license from DGCA for the operation of the Airstrip and the route license for the operation of the airline from the Airstrip.		An airport operator cannot procure the route license for the operation of the airline and hence should not be obligation.	The route license to be obtained by the airline operator based on the MoU or an undertaking provided by the bidder at the RFP stage.
		l) make the Authority or Authority’s representative the member of the Board of the SPV throughout the Term of the Agreement;	<del>l) make the Authority or Authority’s representative the member of the Board of the SPV throughout the Term of the Agreement;</del>	Request the authority to delete this Sub-Clause since the Authority is not a share-holder in the proposed SPV.	No change in conditions.
		n)shall ensure that the lake, tank or any other natural water bodies in the Site are retained and maintained during the Term of the Agreement	<del>shall ensure that the lake, tank or any other natural water bodies in the Site are retained and maintained during the Term of the Agreement</del>	Kindly delete the clause. During the course of development of the project natural water bodies or man made tanks/ lakes within the airport may need to be removed or relocated as deemed necessary for the development of the airport .	This shall be in compliance with the Environmental Clearance obtained for the project.
36.	Article5.2.2	[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 of such drafts.	[NAME OF THE SPV] shall submit to the Authority the drafts of all Project Agreements <del>and except</del> 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 drafts. Within 7 (seven) days of	We request the Authority to exclude financing agreement from the purview of this Clause since financing agreements are controlled by the lenders and hence need to be excluded. Further the conditions relating to financing agreements are already stipulated under Clause 5.2.3 which imposes considerable restrictions on the bidder so that there is no burden on the Authority.	Agreed. However, the successful bidder shall provide certificate from Chartered Accountant for having achieved the financial closure for the project.

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		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.....	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.....	We further request the Authority that the bidder shall submit only the key terms pertaining to the relevant agreement.	
37.	Article 5.3.2(i)	<b>Notwithstanding anything to the contrary contained in this Agreement, [NAME OF THE SPV] agrees and acknowledges that:</b> (i) all acquisitions of equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any equity, in aggregate of <b>not less than 25% (twenty five per cent)</b> of the total equity of [NAME OF THE SPV];	<b>Notwithstanding anything to the contrary contained in this Agreement, [NAME OF THE SPV] agrees and acknowledges that:</b> (i) all acquisitions of equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any equity, in aggregate of <b>not less than 25% (twenty five per cent) 49% (Forty nine percent)</b> of the total equity of [NAME OF THE SPV]	Request the Authority to modify the suggested change in order to provide operational flexibility to the SPV	No change in conditions.
38.	Article 5.10	Stakeholder Consultation [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	Stakeholder Consultation [NAME OF THE SPV] shall finalise their Development Plan for the Airstrip <b>after Authority's in</b> consultation with local public from the area adjoining the Site. A public meeting shall be arranged <b>and</b>	Request to incorporate the highlighted changes. Any consultation with the local public should be the responsibility of the Authority. SPV may support the Authority in the	The Authority would coordinate and organize the stakeholder consultation with active participation by the

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		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.	<b>conducted by the Authority [NAME OF THE SPV]</b> 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 <b>Authority [NAME OF THE SPV]</b> 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 <b>the Authority [NAME OF THE SPV]</b> and the feedback given by the public may be appropriately incorporated by [NAME OF THE SPV] in the Development Plan	process Also, Public Consultation should be concluded by the Authority before the Bid Due Date and any resultant impact on the Capital Cost should be communicated to the Bidders before the Bid Due Date. Any such increase in Capital Cost should be compensated by the Authority.  Further, any such conduct of consultation and review of feedback form such consultations should be time-bound.	SPV.  Please refer the addendum.
39.	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, <b>Authority [NAME OF THE SPV]</b> shall pay the Property Tax to the local bodies	Request for modification since the Authority is the owner of the site accordingly the payment of property tax shall be the responsibility of Authority.	Property tax shall be paid by the Authority. Kindly refer to addendum.
40.	Article 6.1.5	The Authority shall assist and coordinate with the respective agencies/ departments (such as PWD, concerned ESCOM, KUWS&DB etc.) in provision of road connectivity, power supply, water supply upto the site boundary of the Site.	The Authority shall <b>assist and</b> coordinate with the respective agencies/ departments (such as PWD, concerned ESCOM, KUWS&DB etc.) in <b>provision of and provide</b> road connectivity, power supply, water supply upto the site boundary of the Site <b>at its cost</b>	Kindly incorporate the highlighted changes. Provision of utilities and access road up to the Site boundary should be responsibility of the Authority	The Authority shall at its cost provide utilities and access road up to the site boundary.
41.	Article 6.5.3	On and after signing the memorandum referred to in Clause 6.5.1, and until the Transfer Date, [NAME OF THE SPV] shall maintain a	On and after signing the memorandum referred to in Clause 6.5.1, and until the Transfer Date, [NAME OF THE SPV] shall maintain a round-the-clock vigil	Request the authority to modify the Clause and in case of any encroachment, Authority is requested to provide site free from such	No change in conditions.



S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, [NAME OF THE SPV] shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.	over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, [NAME OF THE SPV] shall report such encroachment or occupation forthwith to the Authority and <del>undertake its removal at its cost and expenses</del> authority shall undertake its removal at its cost and expense.	encroachments at its own cost and expenses.	
42.	Article 9.3	The Performance Security shall remain in force and effect for the entire term of this Agreement.	The Performance Security shall remain in force and effect <del>for a period of Three years from the date hereof or until it is released earlier by the Authority</del> the entire term of this Agreement.	Kindly incorporate the highlighted change in line with Schedule 5	No change in conditions.
43.	Article 10.5	[NAME OF THE SPV] will ensure that the Airstrip Opening Date shall occur by the date falling 6 (Six) months from the Effective Date,...	[NAME OF THE SPV] will ensure that the Airstrip Opening Date shall occur by the date falling <del>6 (Six)</del> 12 (twelve) months from the Effective Date and approval of development plan whichever is later....	Kindly increase the time to factor for any unforeseen circumstances	No change in conditions
		.... In the event of [NAME OF THE SPV] failing to achieve Airstrip Opening Date by the date falling 6 (Six) months from the Effective Date for any reason other than the conditions stated above, then [NAME OF THE SPV] shall pay to the	...In the event of [NAME OF THE SPV] failing to achieve Airstrip Opening Date by the date falling <del>6 (Six)</del> 12 (twelve) months from the Effective Date for any reason other than the conditions stated above, then [NAME OF THE SPV] shall pay to the Authority, as agreed,		

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		Authority, as agreed, liquidated damages of an amount as specified in Clause 5.1.5 for the period commencing on the date occurring 6 (Six) months from the Effective Date and ending on the earlier of the Airstrip Opening Date or the date occurring 12 (Twelve) months from the Effective Date.	liquidated damages of an amount as specified in Clause 5.1.5 for the period commencing on the date occurring 6 <del>(Six)</del> <b>12 (twelve)</b> months from the Effective Date and ending on the earlier of the Airstrip Opening Date or the date occurring <del>12 (Twelve)</del> <b>18 (eighteen)</b> months from the Effective Date.		
44.	Article 10.6	Non-aviation uses of land		Please confirm if the revenue from Non-Aero Activities would be excluded for regulatory tariff determination of Aeronautical charges under Hybrid till. Please provide a confirmation from MoCA / AERA on the same.	This is not a major airport and tariff regulation under AERA is applicable only when the traffic is more than 3.5 million passengers per annum. The Aeronautical charges determined by MoCA would be applicable for this airport.
45.	Article 11.1, 11.3	Sub Clause numbering is incorrect.	NA	Request the Authority to correct the sub Clause numbers.	Please refer addendum
46.	Article 11.1	<b>Airstrip Operation and Maintenance</b> 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 arrangement with the airline operators.	<del>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 arrangement with the airline operators.</del> <del>Where the [Name of the SPV] fails to</del>	Please delete the highlighted section. Air operations at Shivamogga airstrip should be governed as per the RCS policy. Additionally, airport operators have regulatory restrictions in terms of airline ownerships, therefore it may not be feasible for the airport operator to start the airline operations. Authority should de-link the airport development and airline operations,	Please refer to S.No. 5

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		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.	<del>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.</del>	and should run a separate process to attract the airlines to operate from Shivamogga airstrip. Concessionaire will support the Authority to market the Airstrip with the Airlines.	
47.	Article 11.2	Security		Given that the PDA mentions that SPV needs to provide all aviation security in compliance with all the rules and regulations of BCAS, please confirm if such cost will be reimbursed by the Authority? If the security of the airport is to be provided by CISF or any other designated government agency, the Authority should arrange for all the related facilities including accommodation requirements of such agencies which are currently not mentioned in the PDA	The Authority shall extend the benefits under RCS scheme upon being identified as RCS airport.
48.	Article 11.3	Metrological Services		AAI mandates requirement of office, accommodation and other facilities for the provision of ATM/CNS and IMD services. Please confirm that all such associated costs for the provision of such services would be borne by the Authority	Authority will not bear any cost for services.
49.	Article 11.4.3	All aviation security at the Airstrip shall be invariably provided by [Name of SPV] according to	All aviation security at the Airstrip shall be invariably provided by <b>the Authority [Name of SPV]</b> according to	Authority should be responsible for providing the Security to the Airstrip	Please refer S.No. 47

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		Applicable Law and Good Industrial Practice in this regard.	Applicable Law and Good Industrial Practice in this regard.		
50.	Article 11.5.1(d)	The Authority shall assist [NAME OF THE SPV] in obtaining the Applicable Permits for felling of trees to be identified by [NAME OF THE SPV] for this purpose if and only if such trees cause Material Adverse Effect on the development, operation or maintenance of the Project.	The Authority shall <del>assist [NAME OF THE SPV] in obtaining the</del> Applicable Permits for felling of trees <del>to be identified by [NAME OF THE SPV]</del> for this purpose if and only if such trees cause Material Adverse Effect on the development, operation or maintenance of the Project.	Kindly incorporate the highlighted changes. Authority should obtain/arrange all the applicable permits required for felling of trees	No change in conditions.
51.	Article 14.1	...The Fee so charged by [Name of the SPV] shall not be higher than the charges imposed by Airport Authority of India to airstrips/airports having the same or similar sensitivity classification	NA	Please provide details of the regulatory framework and aeronautical tariff structure that will be applicable at Shivamogga Also, since all RCS flights, and non RCS flights operated with less than 80 seater aircraft are exempted from paying landing and parking charges, therefore kindly provide the detailed process of cost recovery of the concessionaire.  Fee charged at the airport should not be capped at those charged at AAI airports.	The aeronautical tariff shall be as per the charges for airport services at non major airports & air navigation services at all airports issued by AAI from time to time.
52.	Article 14.2	[NAME OF THE SPV] or the Service Provider Right Holder, subject to Applicable Law, may collect the Airfares which are reasonable and comparable with the airfares collected for operation of the airline	<del>[NAME OF THE SPV] or the Service Provider Right Holder, subject to Applicable Law, may collect the Airfares which are reasonable and comparable with the airfares collected for operation of the airline of similar</del>	Please delete the highlighted section. Air operations at Shivamogga airstrip should be governed as per the RCS policy	No change in conditions.  As and when the airline operator becomes successful under the RCS bidding process for this route, the RCS guidelines

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		of similar nature.	<del>nature.</del>		would become applicable.
53.	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 <del>May</del> <b>September</b> 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.	Request the Authority to increase the duration to the statement duly audited by its Statutory Auditors	Please refer addendum.
54.	Article 17.3.1 (e) and (f)	<p><b>Each of the following events shall constitute a “[NAME OF THE SPV] Default Event”:</b></p> <p>e. If, following Airstrip Opening [NAME OF THE SPV] and/or the airline operation ceases to operate (whether by act or omission) for more than seven (7) consecutive days or for an aggregate of more than thirty (30) days in any calendar year without the written consent of the Authority;</p> <p>d. If Airstrip Opening Date has not occurred by the date falling 6 (six) months after the Airstrip Opening Target Date;</p> <p>f. If, following Airstrip Opening</p>	<p><b>Each of the following events shall constitute a “[NAME OF THE SPV] Default Event”:</b></p> <p><del>e. If, following Airstrip Opening [NAME OF THE SPV] and/or the airline operation ceases to operate (whether by act or omission) for more than seven (7) consecutive days or for an aggregate of more than thirty (30) days in any calendar year without the written consent of the Authority;</del></p> <p>d. If Airstrip Opening Date has not occurred by the date falling <del>6</del> <b>12 (six twelve)</b> months after the Airstrip Opening Target Date;</p> <p><del>f. If, following Airstrip Opening [NAME OF THE SPV] fails to operate at</del></p>	<p>Please delete the highlighted section. Proposed to be deleted. Air operations at Shivamogga airstrip should be governed as per the RCS policy</p> <p>Kindly increase the Airstrip Opening Date in line with above request.</p> <p>Airport operator cannot guarantee airline operations as this depends on the route feasibility and the support provided by the government under RCS scheme to that particular airline operator.</p> <p>Airport operator can work with government to promote regional connectivity and marketing of the route to the airlines. However, the SPV should not be penalized for lack</p>	No change in conditions.

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		[NAME OF THE SPV] fails to operate at least 3 (three) flights in a week from the Airstrip to Bengaluru International Airport continuously for more than 5 weeks a.	<del>least 3 (three) flights in a week from the Airstrip to Bengaluru International Airport continuously for more than 5 weeks a.</del>	of airline operation	
55.	Article 17.4	<b>Consequences of Default</b> In the event of a [NAME OF THE SPV] Default Event occurring, The Authority shall have the right to notify [NAME OF THE SPV] that such an event has occurred and (if it is capable of remedy) requiring the remedy of the same within a reasonable period <b>not less than thirty (30) days</b> . If, following the end of such period, the breach has not been remedied, then the Authority or any entity designated by it shall have the right, but shall not be required, to issue a notice to [NAME OF THE SPV] terminating this Agreement, and cancelling the Licence under the terms of the Leave and Licence Agreement.	<b>Consequences of Default</b> In the event of a [NAME OF THE SPV] Default Event occurring, The Authority shall have the right to notify [NAME OF THE SPV] that such an event has occurred and (if it is capable of remedy) requiring the remedy of the same within a reasonable period <b>not less than sixty (60) days</b> . If, following the end of such period, the breach has not been remedied, then the Authority or any entity designated by it shall have the right, but shall not be required, to issue a notice to [NAME OF THE SPV] terminating this Agreement, and cancelling the Licence under the terms of the Leave and Licence Agreement.	Request the Authority to increase the period to 60 days and make in line with Clause 9.2	No change in conditions.
56.	Article 18.2(a)	mortgages/pledges/hypothecation of goods/assets other than Project Assets, and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Lenders under the	mortgages/pledges/hypothecation of goods/assets <del>other than</del> <b>including</b> Project Assets, and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Lenders under the	Kindly incorporate the highlighted change to make the project bankable. Also, please include SPV cash flows and equity shares under the permitted assignments	No change in conditions.

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		Financing Agreements and/or for working capital arrangements for the Project;	Financing Agreements and/or for working capital arrangements for the Project		
57.	Article 20.3	<p>Miscellaneous</p> <p>The venue of arbitration shall be Bengaluru, Karnataka. Each Party shall pay the expenses of the arbitration in accordance with Arbitration Centre – Karnataka (Domestic and International) Rules 2012 and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.</p>	<p>Miscellaneous</p> <p>The venue of arbitration shall be Bengaluru, Karnataka. <b>Arbitration shall be held before a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator. Under no circumstances shall the appointment of Arbitrators take more than 60 days. In case of any dispute relating to appointment of Arbitrator the High Court of Karnataka shall be vested with jurisdiction for appointment of Arbitrator.</b> Each Party shall pay the expenses of the arbitration in accordance with Arbitration Centre – Karnataka (Domestic and International) Rules 2012 and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.</p>	Request the Authority to modify the Clause for incorporating provisions w.r.t. appointment of arbitrators.	No change in conditions.
58.	Article 22.1.5	During the term of this Agreement the aggregate liability of the Authority in respect of any and all claims under clause 22.1 shall not exceed Rs. 1,00,00,000/- ( Rupees One Crore	During the term of this Agreement the aggregate liability of the Authority in respect of any and all claims under clause 22.1 <del>shall not exceed Rs. 1,00,00,000/- (Rupees One Crore</del>	Request the Authority to suitably modify the clause the reflect 100% financial protection to the SPV in the event of cost overrun due to Change in Law	No change in conditions.

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		Only).	<b>Only:</b>		
59.	General	--	--	We request the Authority that Stamp Duty, if any, payable on the execution and delivery of this Agreement and/or any Project Agreement should be waived off.	The Stamp Duty shall be paid by the SPV, if any.
60.	General	--	--	Request the authority to provide for the indemnity to SPV/concessionaire in case there is any defect in title of the land.	The Authority shall indemnify the SPV in case there is any defect in title of the land.
61.	General			If there is any Forest land that has been acquired for this airport, the authority shall obtain permission from MoE&F for sublease of the land by the airport operator.	Agreed.
62.	General	Sovereign Functions		The Authority should be responsible for provision of all facilities and infrastructure including any office space, accommodation, transport and any other operating expenses associated with the provision of Sovereign functions at the airport. Please confirm.	Not Agreed.
63.	General	State Support Required		Exemption from Property tax payment Authority should ensure that power and water supply to the airport are made at a concessional rate / free of cost till the airport reaches a threshold passenger traffic that can be mutually agreed at the time of signing the agreement. Exemption from any applicable Stamp Duty on any of the project agreements including PDA, Leave and	The Authority would pay the property tax for the land provided for the airport.  The electricity and water supply shall be made available at concessional rates for the airport.  No exemption on any



S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
				License Agreement, etc. Authority should underwrite minimum traffic guarantee for the mandated period of airline operations to ensure viable airport operations If airline operations are mandated to be provided under this tender, the benefits of the RCS routes including viability gap funding to the airline operator and other benefits should be extended and suitably incorporated into the PDA.	applicable stamp duty.  Authority will not underwrite any seats.  As and when the airline operator becomes successful under the RCS bidding process for this route, the RCS guidelines would become applicable.
<b>QUERIES ARISING FROM THE DRAFT PDA (SCHEDULES)</b>					
64.	Schedule 1	<b>Clearance Required :</b> 1. Approval for the Project 2. Clearance to establish the new Airport 3. Final approval for the site 4. NOC to establish the new Airport(if any) 5. Environment clearance 6. Approval for use of the forest land for non-forest purposes (if any) 7. NOC for location of the aviation fuel depot (if any)	NA	We request the Authority to provide the clearances mentioned in the Schedule before the Bid Due Date. Additionally, we request the Authority to provide the following w.r.t the Project, before the Bid Due Date: <ul style="list-style-type: none"> <li>• In-principle approval</li> <li>• Site Clearance</li> <li>• OLS study</li> <li>• Techno-economic Feasibility Study</li> <li>• Status of Land Acquisition and details of R&amp;R</li> </ul>	The in-principle and site clearance for the project has been obtained from MoCA. The OLS study is completed and the land acquisition is completed. The details are attached.
65.	Schedule 2	1. The passenger terminal is to be planned for peak hour traffic of 25 arriving and 25 departing passengers in the initial phase. Provision should	1. The passenger terminal is to be planned for peak hour traffic of <b>2563</b> arriving and <b>2563</b> departing passengers in the initial phase. Provision should	1. Capacity should be determined based on the Q400/ATRs fleet which mostly ply on RCS routes. They have a capacity of 78	No change in conditions.

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		<p>be made for expansion of the terminal facilities as the traffic grows, on a modular basis.</p> <p>2. A single runway of length 1200m has been considered for the Initial Phase.</p> <p>3. The Air Traffic Control Room could be provided above the terminal building. The height of control tower should be such as to provide a free line of sight of the operational areas and the approaches and required to have 360-degree view of entire area including both ends of runway for safety of aircraft operations. Adequate office space to house the ATC, MET staff and equipment should also be provided.</p> <p>4. Potable water is to be arranged by the developer from local sources and distributed to the various</p>	<p>be made for expansion of the terminal facilities as the traffic grows, on a modular basis.</p> <p>2. NA</p> <p>3. <del>The Air Traffic Control Room could be provided above the terminal building.</del> The height of control tower should be such as to provide a free line of sight of the operational areas and the approaches and required to have 360-degree view of entire area including both ends of runway for safety of aircraft operations. Adequate office space to house the ATC, MET staff and equipment should also be provided.</p> <p>4. NA</p> <p>5. NA</p> <p>6. The terminal building shall be designed for <b>50 126</b></p>	<p>pax hence there. 80% of capacity shall be considered for design of facilities.</p> <p>2. Runway length shall be revalidated to ensure sufficient length is available for aircraft to operate to desired destinations.</p> <p>3. The requirement is very prescriptive. Choice should be left to the Concessionaire.</p> <p>4. Water shall be supplied by the Authority up to the site boundary</p> <p>5. Power shall be supplied by the Authority up to the site boundary</p>	<p>No change in conditions.</p> <p>Agreed. Please refer addendum</p> <p>Agreed. Please refer addendum.</p>

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries
		<p>facilities as required. Water required for firefighting should also be arranged</p> <p>5. 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.</p> <p>6. The terminal building shall be designed for 50 passengers (25 arrivals and 25 departures) in the peak hour in the Initial Phase.</p>	<p><b>passengers (25 63 arrivals and 25 63 departures)</b> in the peak hour in the Initial Phase.</p>		<p>No change in conditions.</p>
66.	Schedule 5	<p>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</p>	<p>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 <b>till the period mentioned in paragraph 10</b> below. Unless a demand or claim in writing is made by the Authority on the Bank</p>	<p>Request the authority to correct this typographical error.</p>	

S.No	Page.no/Clause no.	Original Clause	Suggested Text	Queries/Remarks	Response to Queries															
		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.	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.																	
67.	Schedule 6	<p>The runway is designed as per the specification, conforming to ICAO aerodrome reference code 2B. The characteristics of the runway specification are:</p> <ul style="list-style-type: none"> <li>☐ Runway length - 1200m</li> <li>☐ Runway width - 23m + 3.5m shoulder on either side</li> <li>☐ Pavement type - flexible</li> <li>☐ Runway strip width and Stop-ways at each threshold shall conform to ICAO SARPs.</li> </ul>	<p>The runway is designed as per the specification, conforming to ICAO aerodrome reference code 2B.</p> <p><b><u>The characteristics of the runway specification are:</u></b></p> <ul style="list-style-type: none"> <li>☐ <b><u>Runway length - 1200m</u></b></li> <li>☐ <b><u>Runway width - 23m + 3.5m shoulder on either side</u></b></li> <li>☐ <b><u>Pavement type - flexible</u></b></li> <li>☐ <b><u>Runway strip width and Stop-ways at each threshold shall conform to ICAO SARPs.</u></b></li> </ul>	Kindly delete the highlighted points. ICAO Reference to the code is already provided, hence all the specifications should be linked to it.	Agreed. Please refer addendum.															
68.	Schedule 10	<table border="1"> <thead> <tr> <th>S.No</th> <th>Activity</th> <th>Time from Effective Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Commencement of construction of Airport</td> <td>Day 1</td> </tr> </tbody> </table>	S.No	Activity	Time from Effective Date	1.	Commencement of construction of Airport	Day 1	<table border="1"> <thead> <tr> <th>S.No</th> <th>Activity</th> <th>Time from Effective Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Commencement of construction of Airport</td> <td>Day 1</td> </tr> <tr> <td>2.</td> <td><b><u>25% of financial progress of Project</u></b></td> <td><b><u>2 months</u></b></td> </tr> </tbody> </table>	S.No	Activity	Time from Effective Date	1.	Commencement of construction of Airport	Day 1	2.	<b><u>25% of financial progress of Project</u></b>	<b><u>2 months</u></b>	As it is a small remote airport with just 12 months completion, intermediate milestones are not considered necessary.	No change in conditions.
S.No	Activity	Time from Effective Date																		
1.	Commencement of construction of Airport	Day 1																		
S.No	Activity	Time from Effective Date																		
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2.	<b><u>25% of financial progress of Project</u></b>	<b><u>2 months</u></b>																		

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		<table border="1"> <tr> <td>2</td> <td>25% of financial progress of Project</td> <td>2 months</td> </tr> <tr> <td>3</td> <td>40% of financial progress of Project</td> <td>4 months</td> </tr> <tr> <td>4</td> <td>80% of financial progress of Project</td> <td>5months</td> </tr> <tr> <td>5</td> <td>Airport Opening Date</td> <td>6months</td> </tr> </table>	2	25% of financial progress of Project	2 months	3	40% of financial progress of Project	4 months	4	80% of financial progress of Project	5months	5	Airport Opening Date	6months	<table border="1"> <tr> <td>3</td> <td><del>40% of financial progress of Project</del></td> <td><del>4 months</del></td> </tr> <tr> <td>4</td> <td><del>80% of financial progress of Project</del></td> <td><del>5months</del></td> </tr> <tr> <td>5</td> <td>Airport Opening Date</td> <td><del>6months</del>   2 months</td> </tr> </table>	3	<del>40% of financial progress of Project</del>	<del>4 months</del>	4	<del>80% of financial progress of Project</del>	<del>5months</del>	5	Airport Opening Date	<del>6months</del>   2 months		
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69.	Leave & License Agreement, 4.3	[Name of SPV] may grant sub-license, with prior approval of the Authority or GoK, to Service Provider Right Holders for carrying out the Activities. A copy of each sub-lease shall be delivered by the Licensee to the Licensor immediately after the same has been executed. All modifications, changes, alterations, cancellations, terminations, restorations and all such actions resulting in changes to the revenue structure on account of sub-lease activities will be brought to the notice of the Licensor.	[Name of SPV] may grant sub-license, <del>with</del> <b>without</b> prior approval of the Authority or GoK, to Service Provider Right Holders for carrying out the <b>aero and non-aero</b> Activities. A copy of each sub-lease shall be delivered by the Licensee to the Licensor immediately after the same has been executed. All modifications, changes, alterations, cancellations, terminations, restorations and all such actions resulting in changes to the revenue structure on account of sub-lease activities will be brought to the notice of the Licensor.	Request the Authority to modify the suggested change so that Bidder shall have the freedom to grant sub-license for carrying out the Aero and non-Aero activities without prior approval of the Authority or GoK to reduce any delay in timely execution of the project.	No change in conditions.																					
70.	Leave & License Agreement, 7.7	Stamp Duty & Registration Charges The stamp duties and registration charges payable in respect of the license contemplated herein shall be	<del>Stamp Duty &amp; Registration Charges</del> <del>The stamp duties and registration charges payable in respect of the license contemplated herein shall be to the account of and borne by [Name</del>	Request the Authority to delete this clause and waive off payment of stamp duty by the Bidder.	No change in conditions.																					

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		to the account of and borne by [Name of SPV].	<del>of SPV</del> .		
71.	Leave & License Agreement, 7.9	Compliance with Environmental Law a. [Name of SPV] shall obtain or cause to be obtained all clearances, permits and consents under any applicable Environmental Law that it requires to enable it to carry out the Purposes and [Name of SPV] shall comply with the conditions of such clearances, permits and consents.	Compliance with Environmental Law a. <del>Authority</del> [Name of SPV] shall obtain or cause to be obtained all clearances, permits and consents under any applicable Environmental Law that it requires to enable it to carry out the Purposes and [Name of SPV] shall comply with the conditions of such clearances, permits and consents.	The Authority should be responsible to provide to Bidder the clearances, permits, approvals under applicable law in relation to environment, accordingly please modify the language.	The Environment Clearance has already been obtained for this Project..
72.	Leave & License Agreement, 7.10	Outgoings during the Term of the License [Name of SPV] shall pay and discharge all Outgoings for the Term of the License.	Outgoings during the Term of the License <del>[Name of SPV] Authority or GoK as the case may be</del> shall pay and discharge all Outgoings for the Term of the License.	Request the Authority to modify the Clause since being the owner of site the Outgoing should be the responsibility of the Authority.	No change in conditions.
73.	Leave & License Agreement, 14.2	Reference to Arbitrator An Dispute which the Parties are unable to resolve pursuant to Clause 14.1 within sixty (60) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996	Reference to Arbitrator An Dispute which the Parties are unable to resolve pursuant to Clause 14.1 within sixty (60) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally <del>determined by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 by three arbitrators appointed in accordance</del>	Suggested change in light of Clause 20.2 of the Project Development Agreement and for the purpose of ensuring uniformity in the Agreements.	No change in conditions.

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		by three arbitrators appointed in accordance with the Rules.	<p><del>with the Rules referred to the Arbitration Centre – Karnataka (Domestic and International) Bengaluru.</del> Arbitration shall be held before a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator. Under no circumstances shall the appointment of Arbitrators take more than 60 days. In case of any dispute relating to appointment of Arbitrator the High Court of Karnataka shall be vested with jurisdiction for appointment of Arbitrator</p>		