



**INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH LIMITED
(INCAP)**

REQUEST FOR PROPOSAL (RFP)

For

**SELECTION OF INDEPENDENT ENGINEER FOR DEVELOPMENT,
CONSTRUCTION AND OPERATION OF GREENFIELD AIRPORT AT
BHOGAPURAM, VIZIANAGARAM DISTRICT, ANDHRA PRADESH**

(Notice No. INCAP/P/Bhogapuram IE/23/2021 Date: 18.08.2022.)

RESPONSE TO QUERIES

**Vice Chairman and Managing Director,
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SELECTION OF INDEPENDENT ENGINEER FOR DEVELOPMENT, CONSTRUCTION AND OPERATION OF GREENFIELD AIRPORT ATBHOGAPURAM, VIZIANAGARAM DISTRICT, ANDHRA PRADESH
Notice No. INCAP/P/Bhogapuram IE/23/2021 Date: 18.08.2022.

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Sl. No.	Item Description	Clarification Sought	Reply/ Clarification by INCAP
1.	<p>2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.</p> <p>Page 17</p>	<p>What is the maximum number of consortium members allowed in a consortium?</p>	<p>Maximum of 3 (Three) members allowed.</p>
2.	<p>2.1.4. Key Personnel The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified.</p> <p>Page 17</p>	<p>Please clarify whether all the proposed key personnel should be on permanent roles of the company or any freelancer meeting the eligibility can be fielded?</p>	<p>The Proposed Key Personnel should be on Permanent basis and would be available for the period indicated in the ToR.</p>
3.	<p>2.2.2. The Applicant for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.</p> <p>Page 17</p>	<p>In case of consortium, would the eligibility criteria be evaluated as a whole or Is there any minimum criteria to be met by each member of the consortium?</p>	<p>The Lead Member shall possess a minimum of 50% of the Eligibility Criteria and other members shall have a minimum of 25% of Eligibility Criteria each.</p>
4.	<p>2.2.4. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:</p> <p>A Technical Capacity: The Applicant shall have, over the past 10(Ten) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as specified in Clause 3.2.</p>	<p>Kindly clarify whether the credentials of parent /subsidiary/affiliate company of the applicant or the member of consortium would be considered for evaluation of eligibility criteria?</p>	<p>The Applicant’s credentials shall be considered.</p>

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5.	D Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility1 specified below: Team Leader They should have led the project monitoring teams for not less than one Eligible Assignments Page 21 & 22	Please clarify whether one eligible assignment mean core or non-core project or both?	Eligible Assignment shall be either Core Sector Project or Non-Core Sector Project.
6.	D Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility1 specified below: Team Leader They should have led the project monitoring teams for not less than one Eligible Assignments Page 21 & 22	We request that the requirement of experience of eligible assignments for key personnel may be relaxed to having experience in similar projects of any value in the related field.	RFP Clauses prevails.
7.	2.2.5. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. Page 23	What is the relevance of fee received from eligible assignments when the requirement is of turnover from consultancy?	RFP clause shall prevail.
8.	C The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance	kindly clarify 'the acceptability of feasibility report'	Deleted the relevant clause in the modified RFP.

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	of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement. Page 36 & 37		
9.	<p>Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assignmentscores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.</p> <p>Page 45</p>	Kindly clarify whether key personnel meeting the minimum number of eligibility assignment will be given zero score?	Modified the relevant clause in the RFP.
10.	<p>B Non-Core Sector work</p> <p>Any other infrastructure projects comprising Commercial/ institutional buildings/retail/offices/hotels/ Logistic Park/ Hospital/Residential township undertaken by the Applicant shall be considered:</p> <p>Provided that the estimated capital cost of the project exceeds Rs.2300.00 crores (Rupees Two thousand three hundred crores only) completed in last 10 years prior to Bid Due Date. For conversion purpose the foreign exchange rates as on Bid Due Date shall be applicable.</p>	We request you to include Metro projects/Highway projects/Port Projects in the Non-Core Sector.	RFP clause prevails.

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	<p>Provided that the construction of the Eligible Assignment has been at least 90% completed.</p> <p>Page 46</p>		
11.	<p>5.3. The Independent Engineer shall inspect the Construction Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (“Inspection Report”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Airport. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.</p> <p>Page 58</p>	<p>Kindly clarify with reference to para 2.1.5, whether all the proposed key personnel to be stationed at site throughout the construction period or only visits by the experts once in a month envisaged?</p>	<p>The required Key Personnel would be available for the period indicated in the TOR and to be stationed at the site as per RFP.</p>
12.	<p>6.12. The Independent Engineer shall at the end of the Concession Period (including, extension, if any) provide assistance on transfer of the Project Assets from the Concessionaire to the Authority and assist the Authority in undertaking all necessary activities required for issuance of Vesting Certificate to the Concessionaire in accordance with the terms of the Agreement. Page 62</p>	<p>We understand that the concession period is for 40 years? If so, is the consultant expected to provide this at the end of 40 years?</p>	<p>Clause 6.12 Deleted in the Modified RFP.</p>
13.	<p>7.2.1. Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority</p>	<p>The maximum limit shall be restricted to 10% of the agreement value.</p>	<p>RFP clause shall prevail.</p>

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	<p>in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p>Page 95</p>		
14.	<p>7.2.2. Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p> <p>Page 95</p>	<p>How the consultant will be financially compensated for any delay not attributable to the consultant?</p>	<p>RFP Clause 7.2.2 Shall Prevail.</p>
15.	<p>3. 50% payment on achievement of following milestones defined below:</p> <p>Page 95</p>	<p>Please define the milestones</p>	<p>Please find enclosed the relevant page of the Concessionaire Agreement in the Modified RFP Document.</p>
16.	<p>3. Feasibility Report shall be completed in 18 (eighteen) weeks excluding the time taken by the Authority in providing its comments on the Draft Feasibility Report. The Consultant may take 1 (one) week for submitting its Final Feasibility Report after receipt of comments from the Authority.</p> <p>Page 106</p>	<p>Please clarify the feasibility report?</p>	<p>Deleted the relevant clause in the modified RFP.</p>
17.	<p>2.3. Conflict of Interest</p> <p>Page 123</p>	<p>We have prepared the TEFS/DPR for the subjectwork.</p> <p>Please clarify whether the preparation of TEFS/DPR is Conflict of Interest or not for the participation of this bid.</p>	<p>Preparation of TEFS/DPR does not comes under Conflict of Interest for IE Contract.</p>

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18.	<p>3. Transaction Fee (Cost for downloading the Tender Document) Rs.11,800/- [(0.04% of ECV (estimate contract value) (Ceiling amount of Transaction fee: for works costing with ECV up to Rs 50.00 Crores is Rs 10,000.00 and for works costing with ECV above 50.00 Crores the ceiling amount of transaction fee is Rs 25,000/-). To M/s. Vupadhi Techno Services Pvt Ltd., Kunchanapalli, Tadepalli Mandal, Guntur District., by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13 IT&C Dept. Dt.07.05.06 with effect from 02.02.2007 Page no 8</p>	We request to kindly exempt this fee for bidders with valid Micro, Small and Medium Enterprises(MSME) registration.	RFP clause prevails.
19.	<p>4. Bid Processing Fee Rs. 20,000/+18% GST-(i.e., 23,600/-) in the form of Demand Draft/NEFT/RTGS/ ONLINE from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favor of “VC & MD, INCAP, State bank of India, Kamayyathopu, Vijayawada, Account Number 52188924158, IFSC Code SBIN0021134 Page No 8</p>	We request to kindly exempt this fee for bidders with valid Micro, Small and Medium Enterprises(MSME) registration.	RFP clause prevails.
20.	<p>5. Bid Security Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft/NEFT/RTGS/ ONLINE from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favour of “Managing Director, APADCL, 2nd & 3rd Floor, Kanuru, Vijayawada. Bank account to A/C No: 8411854021, of Kotak Mahindra Bank, IFS Code: KKBK0007627, Branch: Governorpet Branch, Vijayawada- 520002. Page No 9</p>	We request to kindly exempt Bid Security for bidders with valid Micro, Small and Medium Enterprises (MSME) registration which is a prevalent practice in Government bidding.	RFP clause prevails.
21.	<p>1.1.3. The Independent Engineer will start his work when the Concessionaire starts the work. Page No 9</p>	Kindly inform tentative timelines for commencement of assignment.	Will be informed in due course of time.
22.	<p>2.2.4. B. Financial Capacity: The Applicant shall have received a minimum net worth of [Rs.23.03 (Twenty-Three crore Three Lakhs) per annum from professional fees during each of the 3 (three) financial years in the previous 5 years preceding the Proposal Due Date. Page No 21</p>	We request to kindly consider minimum net worth of [Rs. 9 (Nine Crore) per annum from professional fees during each of the 3 (three) financial years in the previous 5 years preceding the Proposal Due Date.	RFP clause prevails.

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23.	2.2.4.D. Key Personnel: Airport IT Specialist Minimum Educational Qualification: Postgraduate with IT Page No 22	We request to also consider Engineering Graduate in Computer Engineering as Minimum Educational Qualification.	RFP clause prevails.
24.	2.2.4.D. Key Personnel: Airport Systems Expert Minimum Educational Qualification: Graduate with management	We request to also consider Engineering Graduate in Electronics/Electrical/Telecommunication Engineering as Minimum Educational Qualification.	RFP clause prevails.
25.	3.2. Eligible Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Bids... for the following projects awarded by Central Government / State Government / Public Sector Undertaking (PSU) for development shall be deemed as eligible assignments (the "Eligible Assignments"). Page No 45	We presume that the projects executed outside India are also considered as eligible assignments. Kindly confirm.	RFP clause prevails.
26.	3. Role and functions of the Independent Engineer (a) review of the Master Plan, designs, Drawings, and Documents as set forth in Paragraph 4; Page No 55	We presume that the Master Plan is already approved by the competent authority and detail design is completed by the Concessionaire. Kindly confirm.	RFP clause prevails.
27.	Note: 3. Feasibility Report shall be completed in 18 (eighteen) weeks excluding the time taken by the Authority in providing its comments on the Draft Feasibility Report. The Consultant may take 1 (one) week for submitting its Final Feasibility Report after receipt of comments from the Authority. 4. Final payment of 10% (ten per cent) shall be released upon completion of Services in their entirety, including submission of the Environmental Impact Assessment Report. Page No. 106	We presume that Independent Engineer scope shall not include preparation of Feasibility Report, Environmental Impact Assessment Report. Kindly confirm.	Deleted the relevant clause in the modified RFP.

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28.	<p>Criteria for Evaluation – Eligible Assignments, Clause 3.2 in RFP</p> <p>A Core Sector Project</p> <p>Standalone Airport Project with minimum cost of Rs. 920.00 crores, completed in the last 10 years prior to Bid Due Date. Provided that such assignment shall have been at least 90% completed</p> <p>Page no 46</p>	<p>We request you to reduce the minimum cost of Standalone Airport Project completed in the last 10 yrs as Rs.300 crores.</p> <p>We also request you to consider similar ongoing assignments for evaluation</p>	RFP clause prevails.
29.	<p>Criteria for Evaluation – Eligible Assignments, Clause 3.2 in RFP</p> <p>B Non-Core Sector work</p> <p>Provided that the estimated capital cost of the project exceeds Rs.2300.00 crores (Rupees Two thousand three hundred crores only) completed in last 10 years prior to Bid Due Date. Provided that the construction of the Eligible Assignment has been at least 90% completed.</p> <p>Page no 46</p>	<p>Please clarify that mentioned estimated capital cost of Rs.2300 crores shall be from a single project (or) the cumulative cost of projects completed in last 10 years.</p> <p>We request you to reduce the estimated capital cost of project completed in last 10 years as Rs.1000 crores</p> <p>We also request you to consider similar ongoing assignments for evaluation</p>	Single Project only and RFP clause prevails.
30.	<p>Criteria for Evaluation – Eligible Assignments, Clause 3.2 in RFP</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Bids under this RFP, assignments as an Independent Engineer or Project Management Consultancy (PMC) assignments in respect of development of project from conceptual stage to commissioning including day to day site supervision of the project with all the associated activities monitoring, supervision and certification of works during the development of complete project including detailed engineering design etc. for the following projects awarded by Central Government / State Government / Public Sector Undertaking (PSU) for development shall be deemed as eligible assignments (the “Eligible Assignments”).</p> <p>Page no 45 & 46</p>	We request you to consider Eligible Third Party Quality Inspection/ Audit assignments as well for evaluation.	RFP clause prevails.

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31.	Summary of quality control tests (as per quality assurance manual) inRFP 1. Test witnessed by IE 2. Tests carried out at outside laboratory 3. Non-destructive test Page no 119	Kindly confirm that witnessing and reviewing of tests only are under the scope of Independent Engineer and testing will be carried out by the contractor.	RFP Condition prevails.
32.	Financial Proposal for the Project Duration - Form 2 in RFP III - Office Rent Page no 139	Please confirm that whether IE has to setup the office or the Authority will be establishing the office Setup for IE.	The IE has to setup the office.
33.	Financial Proposal for the Project Duration - Form 2 in RFP Reports and Document Printing Office Furniture and Equipment (Rental) Remuneration for Resident Professional Personnel (inclusive of all personal allowances) Page no 139	Please confirm whether charges for Computers and printers, software and Local travel Allowance can be included in the financial costing by IE.	Yes.
34.	Financial Proposal for the Project Duration - Form 2 in RFP ADDITIONAL COSTS (not included in evaluation) Domestic travel from firm's office to the Project Office (restricted to three return economy class air fares for each Personnel) International travel from firm's office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel) Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for three return fares) Page no 140	Please Clarify that the Additional Costing for Travelfares is for All key personnel	Please refer Note of Appendix –II, Form – 2.
35.	Proposed Payment Schedule in RFP Project Milestone - 50% payment on achievement of following milestones defined below: Page no 105	Please brief the details on Project Milestone	Please find enclosed the relevant page of the Concessionaire Agreement in the Modified RFP Document.

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36.	Financial Proposal for the Project Duration - Form 2 in RFP Post Report Consultations 2-man days each of: I Team Leader II Structural Engineer III Geo Technical Expert IV Airport IT Specialist (*) V Airport Systems Expert (*) VI EHS Expert VII Mechanical Expert VIII Quality Assurance/ Control Expert IX Electrical Expert Page no 139	Please clarify the term 2 man-days each of mentioned key personnel.	Please refer the Note of Appendix-II, Form-2 of RFP. (Page:137-140)
37.	General Query End date of Online submission of Bids envelopes I & II on aprocurement portal 14-09.2022 at 03.30 PM	We request you to extend the date of submission upto 10 days from actual date of submission.	No.
38.	General	Kindly advise if an Indian subsidiary can participate in the tendering process using the technical and financial credentials of its parent company.	RFP clause prevails.
39	Clause 2.2.5, page 23 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal.	Kindly note that our eligible assignments are across Geographical boundaries in Middle East, Europe and the US region. Every project has a separate local entity for billing and financial purposes, so it is apparently not feasible to arrange the CA/ Auditor certificate. It is requested to waive this requirement of such certificate as we will anyways submit client certificates that mention the consultancy fee.	RFP clause prevails.
40.	Clause 2.15.2 (G), page 34 The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned /countersigned CVs shall be rejected.	We request the client to accept the scanned signature of the proposed experts instead of blue-ink signatures. CVs with blue ink signature can be submitted by the bidder upon award of contract.	The Documents in Original shall be submitted along with EMD.
41.	Clause 2.27.2, page 42 As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the	The penalty imposed on substituting the Key Personnel is too high. The project duration is quite long and as no	RFP clause prevails.

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	case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	employer can force employees to remain under employment in accordance with applicable labor laws, we propose the penalties to be imposed for substitutions within shorter than 1 year period for any staff deployment.	
42.	Clause 2.28, page 42 The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.	We propose: The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services. The proposed limit to the value of the Agreement is in line with industry standards and global practice.	RFP clause prevails.
43.	Clause 3.1.3, page 44 Key Personnel Evaluation Note: Relevant experience given by the Key personnel should be a minimum of 2 years in order to consider for the below evaluation.	We propose: Relevant experience given by the Key personnel should be a minimum of 1 year in order to consider for the below evaluation.	RFP clause prevails.
44.	Clause 3.2, page 45 Eligible Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Bids under this RFP, assignments as an Independent Engineer or Project Management Consultancy (PMC) assignments in respect of development of project.....	We propose: Eligible Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Bids under this RFP, assignments as an Independent Engineer or Project Management Consultancy (PMC) or Construction Management or Program Management assignments in respect of development of project.....	RFP clause prevails.
45.	Clause 3.2 (B), page 46 Non-Core Sector work: Any other infrastructure projects comprising Commercial/institutional buildings/ retail/offices/hotels/Logistic Park/ Hospital /Residential township undertaken by the Applicant shall be considered.	We propose: Non-Core Sector work: Any other infrastructure projects comprising Commercial/ institutional buildings/ retail/ offices/ hotels/ Logistic Park/ Hospital/ Residential township/ Metro projects undertaken by the Applicant shall be considered.	RFP clause prevails.
46.	Clause 3.2 (B), page 46 Provided that the estimated capital cost of the project exceeds Rs.2300.00 crores (Rupees Two thousand three hundred crores only) completed in last 10 years prior to Bid Due Date.	For a building sector assignment, especially commercial and retail, the construction cost of Rs. 2300 crores is exceptionally high. We thus request to reduce this amount in the range of Rs. 500-800 crores.	RFP clause prevails.

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47.	Clause 3.4.1, page 48 Weights assigned to Technical Proposal and Financial Proposal, shall be 0.70 and 0.30 respectively.	We propose: Weights assigned to Technical Proposal and Financial Proposal, shall be 0.80 and 0.20 respectively. Selection criteria of 80/20 evaluation will help to achieve an appropriate balance between the desired quality in the RFP and an associated competitive fee. Considering the strict technical requirements and considerations in the RFP, the specified 70/30 criteria will encourage technical deviations and lower quality of services in return for a lower fee.	RFP clause prevails.
48.	Annex-6, page 105 10% advance Mobilization against submission of equivalent BG; 40% to be split into 36 months & paid on a monthly basis; 50% payment on achievement of milestones.	Independent Engineer has no control whatsoever on achieving any milestones; accordingly, the stipulated 50% milestone payments will add an unreasonable strain on the Consultant's cash flow particularly in the cases of pandemics, suspensions, or terminations, to name a few. We thus propose monthly payment schedule based on actual deployment of personnel.	RFP clause prevails.
49.	Form-8, Abstract of Eligible Assignments of the Applicant, page 130 Need of Auditor/ CA certificate to authenticate the fee received on eligible assignments.	Kindly note that our eligible assignments are across Geographical boundaries in Middle East, Europe and the US region. Every project has a separate local entity for billing and financial purposes, so it is apparently not feasible to arrange the CA/ Auditor certificate. It is requested to waive this requirement of such certificate as we will anyways submit client certificates that mention the consultancy fee.	RFP clause prevails.

Sd/-

Vice Chairman & Managing Director, INCAP

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

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

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

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



[Handwritten signature]