



Andhra Pradesh Airports Development Corporation Ltd. (APADCL)

**REQUEST FOR PROPOSAL (RFP)
(International Competitive Bidding)**

RFP NO. 01/DAGADARTHI AIRPORT/APADCL/ 2025-26 DT.04.09.2025

**DEVELOPMENT, OPERATION AND MAINTENANCE OF A GREENFIELD
AIRPORT AT DAGADARTHI, NELLORE DISTRICT IN ANDHRA
PRADESH ON PPP BASIS**

**Amendment Notice No. 07/RFP/Dagadarthi Apt/MD/APADCL/2025-26 dated
12.12.2025**

Issued by

**AP Airports Development Corporation Ltd.,
4th Floor, IHC Corporate Building, Mangalagiri,
Guntur District – 522503
Andhra Pradesh, India.
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**Amendment Notice No. 07/RFP/Dagadarthi Apt/MD/APADCL/2025-26 dated
12.12.2025**

RFP NO. 01/DAGADARTHI AIRPORT/APADCL/ 2025-26 DT.04.09.2025

The Interested Parties are hereby informed that *vide* this Amendment Notice No. 7 all amended and revised provisions contained herein shall override all prior written or oral understandings, communications or directions of every kind with respect to the provisions contained in this Amendment Notice No. 7, and all other terms and conditions shall remain same for the purpose of the RFP and the Draft CA.

The deletions from the earlier text of the RFP and Draft CA are indicated as strikethroughs whereas the additions are underlined and highlighted in yellow.

Clause no	Existing Clause	Revised Clause																		
1.1.3 Para 1 Page 1 of the RFP	<table> <tr> <th colspan="2">Capex (in INR Cr)</th><th>Value (in INR cr)</th></tr> <tr> <td>Phase 1</td><td>(FY26 – FY40)</td><td>916</td></tr> <tr> <td colspan="2">Total CAPEX for Airport Development in Phase 1</td><td>916</td></tr> </table>	Capex (in INR Cr)		Value (in INR cr)	Phase 1	(FY26 – FY40)	916	Total CAPEX for Airport Development in Phase 1		916	<table> <tr> <th colspan="2">Capex (in INR Cr)</th><th>Value (in INR cr)</th></tr> <tr> <td>Phase 1A</td><td>(FY26 – FY28)</td><td>648.59</td></tr> <tr> <td colspan="2">Total CAPEX for Airport Development in Phase 1A</td><td>648.59</td></tr> </table>	Capex (in INR Cr)		Value (in INR cr)	Phase 1A	(FY26 – FY28)	648.59	Total CAPEX for Airport Development in Phase 1A		648.59
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Total CAPEX for Airport Development in Phase 1A		648.59																		
1.1.3 Page 2 of the RFP	<p>The proposed Airport is being planned with a concession period of 45 years. The concession period will be divided into three phases, viz., each phase comprising 15 years each. The rationale behind this phasing is to optimize the CAPEX incurred in the initial development of the Dagadarthi Airport while keeping future expansions in line with maturing passenger traffic and cargo requirements.</p>	<p>The proposed Airport is being planned with a concession period of 45 years. <u>with direct extension for another 15 years subject to material compliance with its obligations under Concessionaire Agreement, no pending litigation and no material default by the Concessionaire.</u> The rationale behind this phasing is to optimize the CAPEX incurred in the initial development of the Dagadarthi Airport while keeping future expansions in line with maturing passenger traffic and cargo requirements.</p>																		
1.1.3 Page 2 of the RFP	<p>For the proposed airport, the plan is to start with the operations of medium size aircrafts (Airbus A-320/A-321), (Aerodrome Reference Code 4C/4D) from the initial phase itself and to continue with it till year 2070.</p>	<p>For the proposed airport, the plan is to start with the operations of medium size aircrafts (Airbus A-320/A-321), (<u>Aerodrome Reference Code 4C</u>) from the initial phase itself and to continue with it for the entire concession period.</p>																		

Clause no	Existing Clause	Revised Clause
1.2.4 Para 1 Page 5 of the RFP	In terms of the RfP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,00,000 (Rupees Five Crores) (“ Bid Security ”) specified in the Bidding Documents, refundable no later than 60 (Sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.	In terms of the RfP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs <u>3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only)</u> (“ Bid Security ”) specified in the Bidding Documents, refundable no later than 60 (Sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
1.2.4 Para 2 Page 5-6 of the RFP	For the avoidance of doubt, it is clarified that in the case the Bidder is a single entity, it shall deposit a Bid Security of Rs 5,00,00,000 (Rupees Five Crores). However, in case the Bidder is a Consortium, each Member of the Consortium may be required to deposit a bid security (“ Individual Bid Security ”), in proportion to the shareholding in the SPV, such that the aggregate Bid Security is Rs 5,00,00,000 (Rupees Five Crores).	For the avoidance of doubt, it is clarified that in the case the Bidder is a single entity, it shall deposit a Bid Security <u>of Rs 3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only).</u> However, in case the Bidder is a Consortium, each Member of the Consortium may be required to deposit a bid security (“ Individual Bid Security ”), in proportion to the shareholding in the SPV, such that the aggregate Bid Security is <u>Rs 3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only).</u>
2.1.6 Page 9 of the RFP	The Bidders shall deposit a Bid Security of Rs.5,00,00,000 (Rupees Five crores) in accordance with the provisions of this RFP. In case the Bidder is a Consortium, each Member of the Consortium may deposit an Individual Bid Security, in proportion to the shareholding in the SPV, such that the aggregate Bid Security is Rs.5,00,00,000 (Rupees Five crores). The Bidder, or each Member of the Consortium (as the case may be) shall provide the Bid Security or the Individual Bid Security (as the case may be) in the form of a Bank Guarantee acceptable to the Authority, as per the format at Appendix VIII or Appendix IX as may be applicable).	The Bidders shall deposit a Bid Security of <u>Rs.3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only)</u> in accordance with the provisions of this RFP. In case the Bidder is a Consortium, each Member of the Consortium may deposit an Individual Bid Security, in proportion to the shareholding in the SPV, such that the aggregate Bid Security is <u>Rs.3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only).</u> The Bidder, or each Member of the Consortium (as the case may be) shall provide the Bid Security or the Individual Bid Security (as the case may be) in the form of a Bank Guarantee acceptable to the Authority, as per the format at Appendix VIII or Appendix IX as may be applicable).

Clause no	Existing Clause	Revised Clause
APPENDIX – 1 Letter Comprising the Application Page 48 of the RFP	25. I/We offer a Bid Security of Rs 5,00,00,000 (Rupees Five Crores) to the Authority in accordance with the RfP Document.	25. I/We offer a Bid Security of <u>Rs 3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only)</u> to the Authority in accordance with the RfP Document.
APPENDIX – VIII Bank Guarantee for Bid Security Page 91 of the RFP	1. In consideration of you, AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL) 4th Floor, IHC Corporate, Mangalagiri – 522503, AP, India. (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under {the Companies Act, 1956/the Companies 2013} and having its registered office at {and acting on behalf of its Consortium} (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the development, operation and maintenance of a greenfield airport at Dagadarthi, Nellore District, Andhra Pradesh through Public Private Partnership on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches	In consideration of you, AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL) 4th Floor, IHC Corporate, Mangalagiri – 522503, AP, India. (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under {the Companies Act, 1956/the Companies 2013} and having its registered office at {and acting on behalf of its Consortium} (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the development, operation and maintenance of a greenfield airport at Dagadarthi, Nellore District, Andhra Pradesh through Public Private Partnership on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause

Clause no	Existing Clause	Revised Clause
	<p>at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs 5,00,00,000 (Rupees Five Crores) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>	<p>2.1.7 of the RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs 3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>
<p>APPENDIX – VIII</p> <p>Bank Guarantee for Bid Security</p> <p>Page 92 of the RFP</p>	<p>3. Last Para</p> <p>However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 5,00,00,000 (Rupees Five Crores).</p>	<p>3. Last Para</p> <p>However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only).</p>

Clause no	Existing Clause	Revised Clause
<p>APPENDIX – VIII</p> <p>Bank Guarantee for Bid Security</p> <p>Page 92 of the RFP</p>	<p>13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs 5,00,00,000 (Rupees Five Crores). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 (one hundred and eighty) days after the Bid Due Date)].</p>	<p>13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs 3,25,00,000 (Rupees Three Crores Twenty Five Lakhs Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 (one hundred and eighty) days after the Bid Due Date)].</p>
<p>2.2.2 (A) Technical Capacity</p> <p>Page 13 of RFP</p>	<p>For demonstrating technical capacity and experience (“Technical Capacity”), the Applicant shall over the past 10 (ten) financial years preceding the Application Due Date have:</p> <p>(i) paid for, or received payments for, construction of Eligible Projects; and/or</p> <p>(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/or</p> <p>(iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,</p> <p>such that the sum of the above three is equal to or more than INR 1,800,00,00,000 (Rupees One Thousand Eight Hundred Crores only) (“Threshold Technical Capacity”)</p>	<p>For demonstrating technical capacity and experience (“Technical Capacity”), the Applicant shall over the past 10 (ten) financial years preceding the Application Due Date have:</p> <p>(i) paid for, or received payments for, construction of Eligible Projects; and/or</p> <p>(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/or</p> <p>(iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,</p> <p>such that the sum of the above three is equal to or more than INR 1,300,00,00,000 (Rupees One Thousand Three Hundred Crores only) (“Threshold Technical Capacity”)</p>

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<p>ARTICLE 1 DEFINITIONS AND INTERPRETATION Page 42 of Draft CA</p>	<p>“Total Project Cost” means the capital cost incurred on construction and financing for the development of the airport in Phase I and shall be limited to the lowest of:</p> <p>(a) actual capital costs of the Construction Works incurred in relation to the construction, implementation and commissioning;</p> <p>(b) the capital cost, as set forth in the Financial Package; and</p> <p>(c) a sum of INR 916 crores (Rupees Nine Hundred and Sixteen Crores) provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in Price Index or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement,</p>	<p>“Total Project Cost” means the capital cost incurred on construction and financing for the development of the airport in Phase IA and shall be limited to the lowest of:</p> <p>(a) actual capital costs of the Construction Works incurred in relation to the construction, implementation and commissioning;</p> <p>(b) the capital cost, as set forth in the Financial Package; and</p> <p>(c) a sum of INR 648 crores (Rupees Five Hundred and Fourty Eight Crores Only) provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in Price Index or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement,</p>
<p>ARTICLE 9 PERFORMANCE SECURITY 9.1.1 Page 81 of Draft CA</p>	<p>9.1.1 The Concessionaire shall, for the performance of its obligations hereunder in respect of Phase I, provide to the Authority, no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [27,48,00,000/-] (Rupees Twenty Seven Crores and Forty Eight lakhs only) in the form set forth in Schedule F (“Performance Security”).</p>	<p>9.1.1 The Concessionaire shall, for the performance of its obligations hereunder in respect of Phase I, provide to the Authority, no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [19,44,00,000/-] (Rupees Nineteen Crores and Forty-Four Lakhs only) in the form set forth in Schedule F (“Performance Security”).</p>

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<p>SCHEDULE F</p> <p>PERFORMANCE SECURITY</p> <p>Page 262 of Draft CA</p>	<p>B. The Agreement requires the Concessionaire to furnish a Performance Security to the Authority a sum of Rs. [27,48,00,000/-] (Rupees Twenty Seven Crores and Forty Eight Lakhs only) (“Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, until the end of 2 (two) years from Phase I COD of the project.</p>	<p>B. The Agreement requires the Concessionaire to furnish a Performance Security to the Authority a sum of Rs. [19,44,00,000/-] (Rupees Nineteen Crores and Forty-Four Lakhs only) (“Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, until the end of 2 (two) years from Phase I COD of the project.</p>
<p>ARTICLE 3</p> <p>GRANT OF CONCESSION</p> <p>3.1 The Concession</p> <p>Page 51 of Draft CA</p>	<p>3.1.1 Subject to and in accordance with the provisions of this Agreement, GOI Approval, GoAP Approval, Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire, the concession set forth herein including the exclusive right, licence and authority to develop, operate and maintain the Airport (“Concession”) for an initial period of 45 (forty-five) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.</p> <p>Provided that the Concessionaire shall, at any time not earlier than 40th (fortieth) anniversary of the Appointed Date and no later than 42nd (forty second) anniversary of the Appointed Date,</p> <p>(a) inform, in writing, to the Authority of its interest for renewal/ extension of the Concession by an additional period of 20 (twenty) years along with an undertaking and confirmation that it agrees to participate in an international competitive bidding process for the determination of Per-Passenger Fee for such additional period of 20 (twenty) years, in the form and manner, as may be</p>	<p>3.1.1 Subject to and in accordance with the provisions of this Agreement, GOI Approval, GoAP Approval, Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire, the concession set forth herein including the exclusive right, licence and authority to develop, operate and maintain the Airport (“Concession”) for an initial period of 45 (forty-five) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.</p> <p>Provided that the Concessionaire shall, at any time not earlier than 40th (fortieth) anniversary of the Appointed Date and no later than 42nd (forty second) anniversary of the Appointed Date, inform, in writing, to the Authority of its interest for renewal/ extension of the Concession by an additional period of 15 (fifteen) years. While making such request, the Concessionaire shall submit each of the following documents:</p> <p>(a) a certificate confirming that there has been no material default by the Concessionaire under this Agreement (including compliance of provisions relating to any of the Key Performance Indicators), resulting in the accrual of a right in favour of the Authority to</p>

Clause no	Existing Clause	Revised Clause
	<p>prescribed by the Authority; and</p> <p>(b) In the event, the Authority decides to accept such request for extension/renewal pursuant to (a) above and the Concessionaire participating in such international competitive bidding,</p> <p>(i) the Affiliate(s) of the Concessionaire shall not be qualified, either directly or indirectly, to participate in any such international bidding process;</p> <p>(ii) the Concessionaire shall be deemed to be qualified to submit the financial bid of such international bidding process without being required to participate in the pre-qualification process and shall not be required to submit any documents for pre-qualification; and</p> <p>(iii) the Concessionaire shall have the right to match the highest bid received pursuant to such international bidding process, if its bid is within 10 % (ten per cent) of the highest bid that may be offered at that time in accordance with the terms and conditions of the bidding documents of the international bidding process issued therein.</p> <p>Provided further that, in the event the Airport is not expanded by the Concessionaire in accordance with the provisions of this Agreement or the Concessionaire has been in default under any of the provisions of this Agreement, then, the Authority shall not be required to comply with this Clause 3.1.1.</p> <p>The Parties agree that any decision concerning the extension /renewal of the Concession Period will shall solely vest with the Authority.</p>	<p><u>identify any such event as Concessionaire's Default;</u></p> <p><u>(b) an undertaking that the Concessionaire shall continue to comply with the terms and conditions of the Agreement in its full form and effect for the remainder of the Concession Period</u></p> <p><u>(c) an undertaking that, as on the date of this certificate, there are no pending or threatened litigation, arbitration, investigation, inquiry, show-cause notice or other proceedings by any court, tribunal or Government Instrumentality against the Concessionaire, its directors or its Affiliates in relation to this Agreement, the Project or the City Side Development. The Concessionaire further undertakes to promptly notify the Authority of any such matter, along with an undertaking and confirmation that it agrees to participate in an international competitive bidding process for the determination of Per-Passenger Fee for such additional period of 20 (twenty) years, in the form and manner, as may be prescribed by the Authority; and</u></p> <p>(e) In the event, the Authority decides to accept such request for extension/renewal pursuant to (a) above and the Concessionaire participating in such international competitive bidding,</p> <p>(iv) the Affiliate(s) of the Concessionaire shall not be qualified, either directly or indirectly, to participate in any such international bidding process;</p> <p>(v) the Concessionaire shall be deemed to be qualified to submit the financial bid of such international bidding process without being required to participate in the pre-qualification process and shall not be required to submit any documents for pre-qualification; and</p>

Clause no	Existing Clause	Revised Clause
		<p>(vi) the Concessionaire shall have the right to match the highest bid received pursuant to such international bidding process, if its bid is within 10 % (ten per cent) of the highest bid that may be offered at that time in accordance with the terms and conditions of the bidding documents of the international bidding process issued therein.</p> <p>Provided further that, in the event the Airport is not expanded by the Concessionaire in accordance with the provisions of this Agreement or the Concessionaire has been in default under any of the provisions of this Agreement, then, the Authority shall not be required to comply with this Clause 3.1.1.</p>
<p>18.6 Terminal Building</p> <p>18.6.9</p> <p>Page 134 of Draft CA</p>	<p>18.6.9 The Concessionaire agrees and undertakes that the level of service in the Terminal Building shall, during the Peak Hour, not be inferior to ‘Level of Service-C’ (optimum standards) as specified by IATA from time to time and in the event it is observed that the level of service is inferior to IATA ‘Level of Service-C’ (optimum standards) during Peak Hours in any quarter and is not cured within 90 (ninety) days from the occurrence of such degradation of level of service in any Accounting Year, the Concessionaire shall pay Damages to the Authority which shall be determined at the rate of 1% (one percent) of the Aeronautical Revenues for the immediate preceding quarter.</p>	<p>18.6.9 The Concessionaire agrees and undertakes that the level of service in the Terminal Building shall, during the Peak Hour, not be inferior to <u>‘Level of Service-D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and ‘Level of Service-C’ (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date) and in the event it is observed that the level of service is inferior to IATA ‘Level of Service-D for the first 10 (Ten) years from the appointed date and IATA ‘Level of Service-C’ (optimum standards) from 11th (Eleventh) year onwards (from the appointed date);</u> during Peak Hours in any quarter and is not cured within 90 (ninety) days from the occurrence of such degradation of level of service in any Accounting Year, the Concessionaire shall pay Damages to the Authority which shall be determined at the rate of 1% (one percent) of the Aeronautical Revenues for the immediate preceding quarter.</p>

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<p>ARTICLE 20</p> <p>MONITORING OF OPERATION AND MAINTENANCE</p> <p>20.3 Service level monitoring</p> <p>Page 146 of Draft CA</p>	<p>20.3 Service level monitoring The Concessionaire will:</p> <p>a) throughout the Concession Period, regularly monitor traffic flows at the Airport and regularly examine operations at the Airport, for the purpose of determining the IATA level of service at Terminal Building;</p> <p>b) after achieving the Phase I COD, regularly monitor and count Peak Hour passengers enplaning to and deplaning from aircraft at the Airport;</p> <p>c) by the 7th (seventh) day after the end of each quarter, provide to the Authority, a detailed report: (i) confirming that the IATA level of service at the Airport over the preceding quarter (or part thereof) never fell below IATA Level of Service-C or describing the dates on or periods of time during which the IATA level of service at the Airport fell below Level of Service-C (optimum standards), and (ii) setting forth its analysis (along with any and all supporting data) of the IATA level of service anticipated at the Airport over the reporting quarter, including any period of time when the IATA level of service at the Airport is projected to fall below Level of Service C (optimum standards); and</p> <p>d) promptly advise the Authority in writing, if it otherwise determines that the IATA level of service at the Airport is projected to fall or has fallen below IATA Level of Service-C (optimum standards) at any time and provide to the Authority any and all data related to such determination</p>	<p>20.3 Service level monitoring The Concessionaire will:</p> <p>a) throughout the Concession Period, regularly monitor traffic flows at the Airport and regularly examine operations at the Airport, for the purpose of determining the IATA level of service at Terminal Building;</p> <p>b) after achieving the Phase I COD, regularly monitor and count Peak Hour passengers enplaning to and deplaning from aircraft at the Airport;</p> <p>c) by the 7th (seventh) day after the end of each quarter, provide to the Authority, a detailed report: (i) confirming that the IATA level of service at the Airport over the preceding quarter (or part thereof) never fell below ‘Level of Service-D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and ‘Level of Service-C’ (optimum standards) D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date) IATA Level of Service-C or describing the dates on or periods of time during which the IATA level of service at the Airport fell below the above prescribed levels Level of Service-C (optimum standards), and (ii) setting forth its analysis (along with any and all supporting data) of the IATA level of service anticipated at the Airport over the reporting quarter, including any period of time when the IATA level of service at the Airport is projected to fall below ‘Level of Service-D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date</p>

Clause no	Existing Clause	Revised Clause
	along with the mitigation plan for such deficiency.	<p><u>and ‘Level of Service-C’ (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date) Level of Service C (optimum standards); and</u></p> <p>d) promptly advise the Authority in writing, if it otherwise determines that the IATA level of service at the Airport is projected to fall or has fallen below <u>‘Level of Service-D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and ‘Level of Service-C’ (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date) IATA Level of Service C (optimum standards) at any time and provide to the Authority any and all data related to such determination along with the mitigation plan for such deficiency.</u></p>
Annex II MASTER PLAN FOR THE SITE Page 241 of Draft CA	<p>3.The Concessionaire will prepare the Master Plan using the land use plan provided herewith (refer Map 1) as a guideline with the following provisions:</p> <p>Level of service for Terminal Building – IATA (International Air Transport Association) Level of Service “C” (optimum standards) compliant. The total area of the Terminal Building in Phase – 1 based on minimum square meter per peak hour passenger is 18 sqm for Phase 2 and 3 is 20 square meter per peak hour passenger for all the design years</p>	<p>3.The Concessionaire will prepare the Master Plan using the land use plan provided herewith (refer Map 1) as a guideline with the following provisions:</p> <p>Level of service for Terminal Building – IATA (International Air Transport Association) Level of Service “C” (optimum standards) <u>Compliant with Level of Service-D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and ‘Level of Service-C’ (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date) compliant.</u> The total area of the Terminal Building in Phase – 1 based on minimum square meter per peak hour passenger is 18 sqm for Phase 2 and 3 is 20 square meter per peak hour passenger</p>

Clause no	Existing Clause	Revised Clause
		for all the design years.
<p>SCHEDULE – B</p> <p>DEVELOPMENT OF THE AIRPORT</p> <p>3.Airport</p> <p>Page 251 of Draft CA</p>	<p>(ii) construction and procurement of the Terminal Building as follows:</p> <p>(b) Level of service for Terminal Building – IATA Level of Service “C” (optimum standards) compliant. The total area of the Terminal Building in phase-1 should be based on not less than 18 square meter per peak hour passenger and later increased to 20 sqm per peak hour passenger for the all the phases of terminal building development.</p>	<p>(ii) construction and procurement of the Terminal Building as follows:</p> <p>(b) Level of service for Terminal Building – IATA Level of Service “C” (optimum standards) compliant. <u>Compliant with Level of Service-D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and ‘Level of Service-C’ (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date).</u> The total area of the Terminal Building in phase-1 should be based on not less than 18 square meter per peak hour passenger and later increased to 20 sqm per peak hour passenger for the all the phases of terminal building development.</p>
<p>Annex - I (Schedule-C)</p> <p>PROJECT FACILITIES FOR AIRPORT</p> <p>Page 255 of Draft CA</p>	<p>Project Facilities for Airport</p> <p>(b) Passenger terminal building with all services and amenities necessary for IATA Level of Service C (optimum standards) requirements;</p>	<p>Project Facilities for Airport</p> <p>(b) Passenger terminal building with all services and amenities necessary for <u>IATA Level of Service-D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and ‘Level of Service-C’ (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date).</u> of Service-C (optimum standards) requirements;</p>

Clause no	Existing Clause	Revised Clause
<p>Annex I (Schedule I) SERVICE QUALITY REQUIREMENTS</p> <p>Page 274 of Draft CA</p>	<p>1. Objective Quality of Service Parameters and Benchmarks</p> <p>Vehicle Parking: Vehicle Parking shall broadly mean and not limited to, passenger/visitor/staff vehicles, taxis, buses and other vehicle coming to the airport. IATA Service Norms C to be followed.</p> <p>Gate Lounges Seating availability As per IATA Service Level C</p>	<p>2. Objective Quality of Service Parameters and Benchmarks</p> <p>Vehicle Parking: Vehicle Parking shall broadly mean and not limited to, passenger/visitor/staff vehicles, taxis, buses and other vehicle coming to the airport. <u>IATA Level of Service-D' (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and 'Level of Service-C' (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date) to be followed.</u> IATA Service Norms C to be followed.</p> <p>Gate Lounges Seating availability As per IATA Service Level C <u>IATA Level of Service-D' (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed date and 'Level of Service-C' (optimum standards) (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed date) to be followed.</u></p>

Clause no	Existing Clause	Revised Clause
Annex-II <i>(Schedule-A)</i> <i>(See Clause 12.2.1)</i> MASTER PLAN FOR THE SITE Page 240-243 of Draft CA	Please refer to Annex-II under Schedule-A Page 240-243 of Draft CA MASTER PLAN FOR THE SITE	Please refer to revised Annex-II Schedule-A, MASTER PLAN FOR THE SITE Annex-II Schedule-A, Master Plan for the Site. is hereby substituted in its entirety and shall form an integral part of the Draft Concession Agreement



Managing Director
AP Airports Development Corporation Ltd.

Annex-II

(Schedule-A)

(See Clause 12.2.1)

MASTER PLAN FOR THE SITE

1. Project Phasing

The proposed Airport is being planned with a concession period of 45 years with a direct extension of another 15 years subject to material compliance of the obligations under Concessionaire Agreement, no pending litigation and no material default by the Concessionaire. The concession period will be divided into three phases, each of 15 years each with extension period of another 15 years. The rationale behind this phasing is to optimize the CAPEX incurred in the initial development of the Dagadarthi Airport while keeping future expansions in line with maturing passenger traffic and cargo requirements.

Phase-1A ((2025-26 to 2033-34)): The first phase addresses the initial years of low demand, characterized by a high compound annual growth rate (CAGR).

Phase-1B ((2034-35 to 2039-40)): The first phase addresses the initial years of low demand, characterized by a high compound annual growth rate (CAGR).

Phase-2 (2040-41 to 2054-55): The second phase sees demand continue to grow, with the CAGR stabilizing to align with the growth rates of other airports within the state and country

Phase-3 (2055-56 to 2069-70): In the third phase, demand matures, and growth slows to match the long-term average rates of the state and nation.

Phase-4 (2070-71 to 2085-86): In the fourth extension phase, demand slows down and growth slows to average rates of matured airports in the state and nation.

2. The district has no air services at present thus no past passenger or cargo movement data was available. Based on various kinds of traffic surveys were conducted to estimate the true potential of the proposed airport at Dagadarthi. Origin destination surveys, opinion surveys and traffic counts surveys were conducted at identified locations to assess the traffic likely to shift to air traffic. On the basis of various surveys, analysis of available data it is estimated that 1034 passengers for the base year (2025-26) are likely to use the air transport if it is available.

Diversion of Passengers from Various modes of Transportation
(incoming and outgoing)

S No.	Modes	Numbers of daily Passengers
1	Road	193
2	Rail	689
3	Air	152
Total		1034

Keeping in the mind the findings of various studies and forecasted growth for domestic passenger movement in the country by Ministry of Civil Aviation and other agencies and based on various long term forecasts, following growth rate for the passenger movement from the proposed airport at Nellore are calculated and the same is tabulated below:

Compounded Annual Growth Rate Forecasts

S No.	Year	Optimistic Growth Rate (%)	Pessimistic Growth Rate (%)	Base Case Growth Rate (%)
1	Between 2025-26 to 2032-33	11.7	8	10.4
2	2033-34 to 2046-47	10.5	7	9
3	2047-48 to 2054-55	9	5	7
4	2055-56 to 2069-70	7	3	5
5	2070-71 to 2085-86	5	2	3

3. **Design capacity and Traffic Triggers:** It is proposed to develop the Airport in a phase-wise manner over the Concession Period. The Concessionaire shall prepare and submit the Master Plan for all phases. The phases would be based on the achievement of traffic trigger mentioned in the table below.

Table 1: Design Capacity and Traffic Triggers for Phasing

Phasing	Traffic Design Capacity (Million Passengers Per Annum)	Trigger for Next Phase(s)
Phase IA	0.83 Million	0.68 Million
Phase IB	1.40 Million	1.1 Million
Phase II	4.46 Million	3.9 Million
Phase III	9.46 Million	8.6 Million
Phase IV	15.03 Million	

The traffic computation for the purpose of construction of subsequent Phase(s) will be on the basis of the passenger traffic in the immediately preceding 12 month period. Within 15 days from the completion of a calendar month, the Concessionaire will submit to the Authority the passenger traffic in that month and the passenger traffic in the immediately preceding 11 month period.

Given below is each phase's specific time horizon and projected traffic:

Project Phasing – Based on Passenger Demand

S. No	Phase	Design Daily Demand (PAX)	Design Air Traffic Movement	Design Peak Hour Passengers
1	Phase-IA	2282	27	799
2	Phase-IB	3857	35	1148
2	Phase-II (2040-41 to 2054-55)	12244	89	2449
3	Phase-III (2055-56 to 2069-70)	25940	189	5188
4	Phase-IV (Extension Phase) (2055-56 to 2069-70)	41198	301	8240

The traffic computation for the purpose of construction of subsequent Phase(s) will be on the basis of the passenger traffic in the immediately preceding 12-month period. Within 15 days from the completion of a calendar month, the Concessionaire will submit to the Authority the passenger traffic in that month and the passenger traffic in the immediately preceding 11-month period.

4. The Concessionaire will prepare the Master Plan using the land use plan provided herewith (refer Map 1) as a guideline with the following provisions:
 - The Concessionaire has flexibility to plan and design the facilities within the defined land use subject to provisions of this Agreement
 - The Master Plan should be in accordance with Civil Aviation Requirements (CAR) as prescribed by the Directorate General of Civil Aviation (DGCA), ICAO (International Civil Aviation Organization) guidelines and conforming to Good Industry Practice.
 - Level of service for Terminal Building – IATA (International Air Transport Association) Level Level of Service-D’ (as per 9th Edition of IATA ADRM -(Airport Development Reference Manual) for the first 10 (Ten) years from the Appointed Date and ‘Level of Service-C’ (optimum standards) D’ (as per 9th Edition of IATA ADRM-(Airport Development Reference Manual) from 11th (Eleventh) year onwards (from the Appointed Date). The total area of terminal building in Phase-1A and 1B shall be 10-12 sqm per peak hour pax increasing to 18 sqm per peak hour pax in Phase-2, Phase-3 and Phase-4.
 - Terminal design must be capable of incremental expansion with minimum impact on current operations.
 - The City Side Development and shall be as per provisions of this agreement, applicable development control regulations and Applicable Law.
5. The Concessionaire will, based on the above-mentioned guidelines and the provisions mentioned in this Schedule A, Schedule B, C and D, prepare the Master Plan. The Master Plan shall include following:
 - a) a statement of the overall development strategy and philosophy.
 - b) details of traffic forecasts and the traffic trigger for development of each of the Project Facilities, which are linked to traffic growth;
 - c) vision of how the Airport and each of its precincts will look at each Phase and the ultimate vision of the Airport, at the end of the period when it reaches capacity.
 - d) obstacle limitation surfaces for the Airport and approach and take-off areas.
 - e) provide graphic presentation of the development of the Airport in a Phased manner.
 - f) proposed development through the technical, economic, and environmental investigation of concepts and alternatives; and

- g) such other matters that may be specified by the Authority.
6. The Preferred Bidder has submitted the initial Master Plan to the Authority within 60 (sixty) days of the execution of this Agreement. The Concessionaire hereby undertakes that it shall submit the updated Master Plan, based upon the initial Master Plan submitted by the Preferred Bidder, to the Independent Engineer and the Authority, for its review and comments within 60 (sixty) days from the date of submission of the initial Master Plan. This Master Plan will become a part of the Concession Agreement.
7. The Concessionaire will, within 180 (one hundred and eighty) days from the date of acceptance of the Master Plan, submit Development Plan (DP) for Phase I. The Development Plan (DP) for subsequent phases shall be prepared and submitted within 90 (ninety) days from the date of achieving the trigger for the respective phases as mentioned in the Table 1 of this Annex II of Schedule A. The Authority shall within 30 (thirty) days of the receipt of Development Plan (DP) provide its comments. The Concessionaire shall incorporate the comments of Authority and submit the Development Plan (DP) within 30 (thirty) days from the receipt of comments from the Authority.
8. The Development Plan (“**Development Plan**”) for each Phase shall be prepared considering the following:
- (a) Development Plan shall be in compliance with the:
- (i) Master Plan.
 - (ii) requirements set forth in Schedule A, Schedule B, Schedule C and Schedule D hereof; and
 - (iii) in accordance with International Civil Aviation Organization (ICAO) guidelines as prescribed by the Directorate General of Civil Aviation (DGCA), Government of India, this Agreement and conforming to Good Industry Practice.
- (b) Development Plan shall include:
- (i) engineering design and drawings for each of the identified Project Facilities;
 - (ii) quantity and cost estimates;
 - (iii) specifications and standards;
 - (iv) Completion Schedule;

- (v) Indicative financing plan; and
 - (vi) any other criteria, as may be specified by the Authority or any concerned Governmental Instrumentality, from time to time.
- 9. The Concessionaire shall update and resubmit the Master Plan every 5 years starting from the COD to the Authority for its review and comments.
- 10. The Concessionaire may, at any time during the Concession Period, seek approval of the Authority for modifications in the Master Plan to improve or augment the Aeronautical Services or to expand any part of the Airport to minimise or eliminate the congestion, and upon receipt of any request hereunder, the Authority may grant approval to the extent reasonably required herein within a period of 30 (thirty) days.
- 11. The Development Plans for subsequent Phases shall inter-alia provide for undertaking specific capital expenditure projects linked to traffic triggers. The Concessionaire shall submit the Development Plan for subsequent Phases after Phase I, at least 6 months prior to the planned date of start of Construction Works for such Phase, as defined in the Master Plan.

The construction of Phase II ,Phase III, Phase IV subsequent to Phase I will be in line with the requirements mentioned in Clause 12.7 of the Agreement.